

# CITY OF *Beachwood*

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

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

1. Roll Call

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

Absent – None.

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

2. Reports

a. Mayor

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

b. Council Member (non-agenda items)

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

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

c. Department Directors

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

Ms. Turick gave a Deer Culling update.

Mr. Rose gave an Audit update.

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

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

Mr. Roenigk gave a Building Department update.

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

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

Howard Klein  
Mr. Klein made remarks.

David LaPierre  
Mr. LaPierre made remarks.

Matthew Hildebrand  
Mr. Hildebrand made remarks.

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

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

**Voice Vote**

**On the Approval:**

Yes: 6

No: 0

Abstain: 1 – Mr. Mintz

Not Voting: 0

**MOTION ADOPTED**

**New Business**

**Ordinances**

**1. 2024-26**

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

Mr. Synenberg recused himself from this item.

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

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

**Voice Vote**

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

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

**2. 2024-27**

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

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**3. 2024-28**

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

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

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

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

**Voice Vote**

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

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**4. 2024-29**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**5. 2024-30**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**6. 2024-31**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**7. 2024-32**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**8. 2024-33**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**9. 2024-34**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**10. 2024-35**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**11. 2024-36**

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

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Motions**

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

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

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**Any other matters coming before City Council**

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

**Adjournment**

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

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

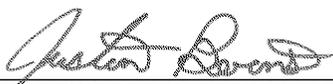
**MOTION ADOPTED**

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

Approved:

  
\_\_\_\_\_

Clerk

  
\_\_\_\_\_

Mayor

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

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

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**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:

<b>For Supplies and Services</b>	<b>February 20, 2024</b>	<b>\$ 88,238.12</b>
GPD	Engineering Services	\$ 27,142.75
Code Consultation – Kowalczyk	Plan Review Services	\$ 501.00
Roetzel & Andress	Legal Services	\$ 26,380.00
Icon – CivicPlus	Law Department/Council Services	\$ 10,953.00
Cleveland Restoration Society	Mayor’s Office Services	\$ 7,430.00
Sedgwick Claims Management	Finance Department Services	\$ 4,623.75
Stryker Sales Corp	Fire Department Services	\$ 11,207.62

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 20<sup>th</sup> day of February, 2024 and presented to the Mayor.

*Whitney M. Crook*  
\_\_\_\_\_  
Clerk

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

*Justin Leonard*  
\_\_\_\_\_  
Mayor

**Summary of Engineering Invoices**  
February 20, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024	2023	2022
								ENCUMBRANCES		
2023119.05-8	1/12/2024	\$8,074.75	\$0.00	\$8,074.75	Capital				X	
2023119.90-12	1/12/2024	\$4,173.50	\$0.00	\$4,173.50	General		X			
2021119.91-31	1/12/2024	\$14,894.50	\$0.00	\$14,894.50	Capital				X	
<b>Total To Pay</b>				<b>\$27,142.75</b>						

<b>Total Capital Fund</b>	<b>\$22,969.25</b>
<b>Total General Fund</b>	<b>\$4,173.50</b>
<b>Total Deposits</b>	<b>\$0.00</b>
<b>Total Street Const. Mant.</b>	<b>\$0.00</b>
<b>Less: Billable Charges</b>	<b>\$0.00</b>
<b>Net Paid by City:</b>	<b>\$27,142.75</b>



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

**Invoice**

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

January 12, 2024  
 Invoice No: 2021119.91 - 31

**Invoice Total \$14,894.50**

Project 2021119.91 Beachwood - Richmond Road Signals  
 P.O. #2021-00640  
 Max Not to Exceed \$279,193.00  
Professional Services from November 25, 2023 to December 31, 2023

Task 051 Plan Development  
**Professional Personnel**

	Hours	Rate	Amount	
Project Principal Hobbs, Michael	1.00	145.00	145.00	
Sr. Project Manager Goetz, Kristy	26.50	120.00	3,180.00	
Design Engineer Hobrath, Julia	107.50	103.00	11,072.50	
<b>Totals</b>	<b>135.00</b>		<b>14,397.50</b>	
<b>Total Labor</b>				<b>14,397.50</b>
		<b>Total this Task</b>		<b>\$14,397.50</b>

Task 056 Plan Development Additional  
**Professional Personnel**

	Hours	Rate	Amount	
CAD Drafter Lessiter, Matthew	7.00	71.00	497.00	
<b>Totals</b>	<b>7.00</b>		<b>497.00</b>	
<b>Total Labor</b>				<b>497.00</b>
		<b>Total this Task</b>		<b>\$497.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	14,894.50	109,672.15	124,566.65 ✓
Limit			279,193.00
Remaining			154,626.35

APPROVED FOR PAYMENT  
 BY: D.C. Resek Total this Invoice \$14,894.50 *in*

DATE: 01-23-2024  
 P/O: 2021-00640-785.85 2023-01448-14,108.65

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Project	2021119.91	Beachwood - Richmond Road Signals	Invoice	31
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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
30	12/8/2023	1,603.00
<b>Total</b>		<b>1,603.00</b>

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

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

\$124,566.65



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

**Invoice**

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

January 12, 2024  
 Invoice No: 2023119.05 - 8

**Invoice Total \$8,074.75**

Project 2023119.05 Beachwood -Timberlane-Green Construction  
 P.O.#2023-01261 \$155,000.00  
**Professional Services from November 25, 2023 to December 31, 2023**

Task 100 Construction Admin.

**Professional Personnel**

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	3.00	145.00	435.00	
Sr. Engineer				
DiCesare, David	8.50	111.00	943.50	
Stonitsch, Erik	20.00	111.00	2,220.00	
Design Engineer				
Getz, Collin	10.00	103.00	1,030.00	
Saunders, Andrew	24.00	103.00	2,472.00	
Inspector				
Cortes, Hector	.50	61.50	30.75	
Cortes, Hector	1.00	61.50	61.50	
Plan Review				
Construction Coordinator				
Hollo, Gary	3.00	84.00	252.00	
Libert, Alicia	7.50	84.00	630.00	
Totals	77.50		8,074.75	
<b>Total Labor</b>				<b>8,074.75</b>
		<b>Total this Task</b>		<b>\$8,074.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	8,074.75	19,955.75	28,030.50 ✓
Limit			155,000.00
Remaining			126,969.50

**Total this Invoice \$8,074.75** *hw*

*SVC*  
 APPROVED FOR PAYMENT  
 BY: *[Signature]*  
 DATE: 1-24-24  
 P/O: 2023-01261

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
7	11/29/2023	2,325.00
<b>Total</b>		<b>2,325.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Labor	8,074.75	19,955.75	28,030.50
<b>Totals</b>	<b>8,074.75</b>	<b>19,955.75</b>	<b>28,030.50</b>

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL 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

\$28,030.50



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

**Invoice**

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

January 12, 2024  
 Invoice No: 2023119.90 - 12

**Invoice Total \$4,173.50**

Project 2023119.90 Beachwood - Traffic Services 2023  
 Letter Proposal  
 Max Not to Exceed \$36,000.00

**Professional Services from November 25, 2023 to December 31, 2023**

Task 151 December Traffic Services

**Professional Personnel**

	Hours	Rate	Amount
Sr. Project Manager Westbrooks, Kevin	13.00	120.00	1,560.00
Sr. Engineer Bennett, Judith	4.00	111.00	444.00
Ferrell, Brett	12.50	111.00	1,387.50
Staff Engineer/Architect Tondra, Brandon	8.50	92.00	782.00
Totals	38.00		4,173.50
<b>Total Labor</b>			<b>4,173.50</b>
		<b>Total this Task</b>	<b>\$4,173.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	4,173.50	26,427.50	30,601.00 ✓
Limit			36,000.00
Remaining			5,399.00
		<b>Total this Invoice</b>	<b>\$4,173.50</b> <i>IN</i>

**Outstanding Invoices**

Number	Date	Balance
11	12/8/2023	3,354.00
<b>Total</b>		<b>3,354.00</b>

*Pol*  
 APPROVED FOR PAYMENT

BY: *D.C. Resek*  
 DATE: *01-23-2024*  
 P/O: *2023-00190*

**GPD Associates Invoices**  
 BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/10/23	2023119.90-1	2023119.90	01/27/23	POLICE	\$480.00
03/10/23	2023119.90-2	2023119.90	02/24/23	POLICE	\$2,210.44
04/14/23	2023119.90-3	2023119.90	03/31/23	POLICE	\$2,271.00
05/12/23	2023119.90-4	2023119.90	04/28/23	POLICE	\$2,124.00
06/08/23	2023119.90-5	2023119.90	05/26/23	POLICE	\$4,103.06
07/14/23	2023119.90-6	2023119.90	06/30/23	POLICE	\$2,831.50
08/11/23	2023119.90-7	2023119.90	07/28/23	POLICE	\$660.00
08/30/23	2023119.90-8R	2023119.90	08/25/23	POLICE	\$1,791.00
10/13/23	2023119.90-9	2023119.90	09/29/23	POLICE	\$4,525.00
11/10/23	2023119.90-10	2023119.90	10/27/23	POLICE	\$2,077.50
12/08/23	2023119.90-11	2023119.90	11/24/23	POLICE	\$3,354.00
12/31/23	2023119.90-12	2023119.90	12/31/23	POLICE	\$4,173.50

\$30,601.00

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

February 1, 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 January 2024 \$501.00  
(See attached sheet for breakdown)

**Total amount due**  
**Five Hundred One Dollars** **\$501.00**

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT  
BY:   
DATE: 2-1-24  
P/O: \_\_\_\_\_

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

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

<b>Beachwood Plan Review No.:</b>	<b>PK Plan Review No.:</b>	<b>Project:</b>	<b>Time:</b>	<b>Charge:</b>
2021-01516	BW23-29.1 1/4/24	UH Ahuja Medical Center 3999 Richmond Road Medical Gas Pad – <b>Electrical Revisions</b>	30 min.	\$41.75
2023-08167	BW23-26.2 1/9/24	Dr. Diana Ponsky MD, FACS 3700 Park East Drive, Suite 160 Office Expansion – <b>Revision B</b>	30 min.	\$41.75
2024-00419	BW24-01 1/13/24	Ciano + Goldwasser 3201 Enterprise Parkway, Suite 350 Interior Alterations	2 hours 30 min.	\$208.75
2023-08490	BW23-30.1 1/17/23	Akron Children’s 3733 Park East Drive, Suite 230 Department Expansion – <b>Revision 1</b>	1 hour	\$83.50
2024-00523	BW24-02 1/17/23	Surgical Science 32500 Mercantile Road, Suite E & F Interior Alterations	1 hour 30 min.	\$125.25
<b>Total:</b>				<b>\$501.00</b>

Paul Kowalczyk, MPE #798

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 #34-1245415

**REMITTANCE PAGE**  
For Professional Services Rendered

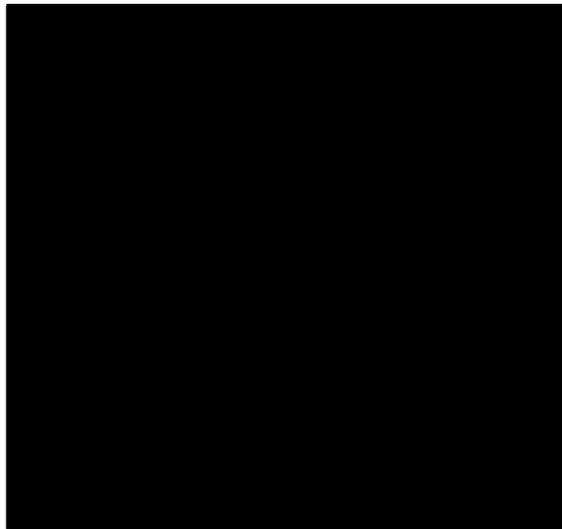
Email to: [accounts@beachwoodohio.com](mailto:accounts@beachwoodohio.com)  
CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD.  
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1441557  
Client/Matter: 144096.0003  
Billing Atty: RTH  
January 16, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total \$ 8,250.00

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



APPROVED FOR PAYMENT

*NG Dupler*

*1/31/24*

P/O: *2023-02425*

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 #34-1245415

**REMITTANCE PAGE**  
For Professional Services Rendered

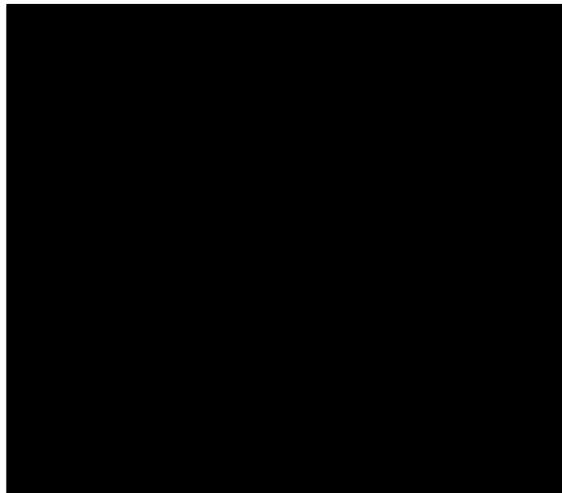
Email to: [accounts@beachwoodohio.com](mailto:accounts@beachwoodohio.com)  
CITY OF BEACHWOOD  
25325 FAIRMOUNT BLVD.  
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1441558  
Client/Matter: 144096.0005  
Billing Atty: RTH  
January 16, 2024

Re: SPECIAL LEGAL SERVICES

**Invoice Total** \$ **7,085.00**

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



APPROVED FOR PAYMENT

*NGS upb*

DATE: 1/31/24

P/O: 2023-02425

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 #34-1245415

**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: 1442770  
Client/Matter: 144096.0004  
Billing Atty: RTH  
January 26, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

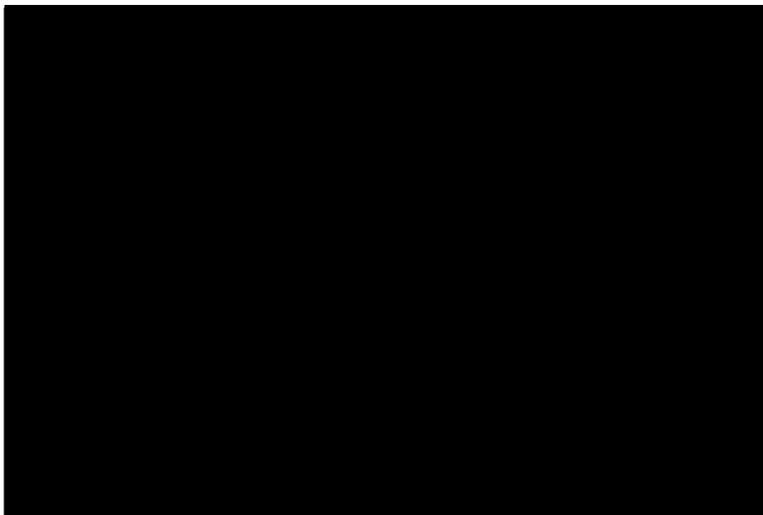
Invoice Total

\$ 11,045.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

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



APPROVED FOR PAYMENT

*NG Supler*

DATE: 1/31/24

P/O: 2023-02425



RECEIVED  
FEB - 2 2024  
FINANCE DEPT

# Invoice

Updated Remittance Address:  
(FOR PAYMENTS ONLY)  
CivicPlus LLC  
PO Box 737311  
Dallas TX 75373-7311

#291364  
1/31/2024  
PO #

Total	\$10,953.00
Due	\$10,953.00

*Law / Council*  
APPROVED FOR PAYMENT

BY: *Nathalie E. Supler*

DATE: 02/06/24

P/O: *2024-00468*

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [accounting@civicplus.com](mailto:accounting@civicplus.com).

Bank Name	Account Name	Account Number	Routing Number



# Invoice

Updated Remittance Address:  
(FOR PAYMENTS ONLY)  
CivicPlus LLC  
PO Box 737311  
Dallas TX 75373-7311

#291364

1/31/2024

PO #

**Bill To**

Accounts Payable  
City of Beachwood  
25325 Fairmount Boulevard  
Beachwood OH 44122

**TOTAL DUE**

**\$10,953.00**

Due Date: 3/1/2024

Terms	Due Date	PO #	Approving Authority
Net 30	3/1/2024		Whitney Crook

Qty	Item	Start Date	End Date
1	Republication with code update, adopted ordinance December 2020 through January 2024   includes codified code through December 2020, Planning, Zoning, & Charter, with 5 printed copies, binder, and tabs, (fees waived), with 10pt font, single column	1/25/2024	1/24/2025
5	Printed Copies and Freight Included	1/25/2024	1/24/2025
1	Municode Tabs fee waived	1/25/2024	1/24/2025
5	Municode Binders fee waived	1/25/2024	1/24/2025
1	Full-Service Supplementation Subscription includes code update with ORC service	1/25/2024	1/24/2025
1	Legal Review of the Municipal Traffic and Criminal sections of the code to provide recommendations based on the Ohio State Statute updates to those respective chapters	1/25/2024	1/24/2025
1	Online Supplementation will begin with the ordinances received on a quarterly basis.	1/25/2024	1/24/2025
1	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.	1/25/2024	1/24/2025
1	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	1/25/2024	1/24/2025

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [accounting@civicplus.com](mailto:accounting@civicplus.com).

Account Name	Account Number	Routing Number	City/State
XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX



HERITAGE HOME PROGRAM

216-426-3116 (P) 216-426-1975 (F)

HHP@HERITAGEHOMEPROGRAM.ORG

WWW.HERITAGEHOMEPROGRAM.ORG

CLEVELAND RESTORATION

Handwritten initials

bring an average of 72% increase in inquiries to the Heritage Home Program from homeowners in your community. If you would like to replace one of our direct-mail postcards with a letter from the mayor there will be an added expense of \$0.07 per household, for a total of \$7,430. Please let us know if you would like to move forward with a Mayor's Letter and we will send you an updated invoice, as well as a draft letter.

Heritage Home Program Support in Beachwood

We have been able to incorporate virtual and in-person information sessions and presentations for cities in 2023, and plan to continue in 2024. These presentations are free to the public and offer an opportunity for homeowners to learn more about the Heritage Home ProgramSM and ask questions about their homes to our talented staff. We are available to present the program to your city council or other interested parties to educate them about the program to learn from them of better ways to connect and assist Beachwood residents.

You can also promote the Heritage Home Program in local newsletters and on social media. We can send you ads or graphics that can be included on posts or articles reminding homeowners about the availability of the program and our resources to assist them. In addition, you can refer your residents to Cleveland Restoration Society's social media pages where we post information about upcoming Heritage Home Program events and very popular Before-and-After photos from past Heritage Home Program projects. With your support in promoting the program, we are better suited to reach a wider range of homeowners in Beachwood.

Thank you for being a loyal partner in the Heritage Home ProgramSM. Please call or email me with any questions or comments.

Very truly yours,

Handwritten signature of Thomas A. Jorgensen

Thomas A. Jorgensen
Chief Operating Officer
(216) 426-3108
tjorgensen@clevelandrestoration.org

RECEIVED

JAN 19 2024

FINANCE DEPT

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

Approved
Finance Director
1/24/24

MAYOR'S

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 1-23-24

P/O: 2024-00208





HERITAGE HOME PROGRAM

216-426-3116 (P) 216-426-1975 (F)

[HHP@HERITAGEHOMEPROGRAM.ORG](mailto:HHP@HERITAGEHOMEPROGRAM.ORG)

[WWW.HERITAGEHOMEPROGRAM.ORG](http://WWW.HERITAGEHOMEPROGRAM.ORG)

October 31, 2023

The Honorable Justin Berns  
Mayor of Beachwood  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122

Re: Renew your contract for the Heritage Home Program<sup>SM</sup> by January 1<sup>st</sup> in order to be included in our spring mailing to homeowners.

Dear Mayor Berns,

As 2023 is wrapping up in the next few months, it is time to renew the contract between Beachwood and the Cleveland Restoration Society for the Heritage Home Program<sup>SM</sup> in 2024.

Thank you for your participation throughout 2023. We have seen a wide range of projects in progress or completed this past year. Homeowners have been able to utilize our expertise and advice on necessary home renovations such as furnace or roof replacements. We have also helped homeowners with their dream renovations that include ensuites, sewer line replacement, additions, new kitchens and bathrooms, or installing central A/C. Homeowners reach out to us at various points in their projects, and many look to our advice for future planning and confidence in their projects. Our many resources include free site visits, names of qualified contractors, contractor estimate review, and fixed rate financing as low as 2% for your residents. The flexibility of the Heritage Home Program allows us to help with owner and non-owner-occupied homes, helping homeowners improve their home and neighborhoods.

Next year, we expect that Beachwood residents will continue to take advantage of the housing expertise and financing the program offers. The Heritage Home Program participation fee for 2024 is \$7,270. This price reflects a new cost-of-living increase from last year's fee plus any increase due to the number of houses that now meet the 50-year requirement. In 2024, we estimate that 2,272 houses in Beachwood will be eligible for the program. The cost for the renewal includes 2 direct mailings to homeowners. Thus, the cost for our services (excluding mailing cost) is a modest \$3.20 per house for the year.

We are not sending you a revised Agreement at this time. Please note that your existing Agreement provides for automatic renewal unless you decide otherwise.

### **Marketing the Program to Beachwood Residents**

Marketing the program is the most important part of making it a success. As always, we will be sending our informational postcard to Beachwood residents whose houses are 50 years old or older to inform them of the services available to them.

Of all marketing options, the most successful is a letter from the mayor or city council. These letters contain more information on our services. This is a great way to let citizens know that you are providing this service to them. I cannot stress enough how successful these letters have been. A letter can



sedgwick

RECEIVED

JAN 16 2024

01/10/2024

05424  
**Sedgwick Claims Management Services, Inc.**  
Federal Tax ID: 36-2685608

FINANCE DEPT

Please remit payment to:

Checks: PO Box 207834

DALLAS, TX 75320-7834

██████████: ██████████ 48 ██████████

City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH US 44122-2253

Invoice # 400000170478  
Customer ID 1000000465

Service Period	Description	Quantity	Rate	Amount	Total
02/01/2024 - 04/30/2024	Monthly Interface			\$768.00	
	Subtotal				\$768.00
02/01/2024 - 04/30/2024	Ohio Self-Insured Claims Handl			\$3,730.75	
02/01/2024 - 04/30/2024	Ohio State Fund			\$125.00	
	Subtotal				\$3,855.75
				Total Fees Before Taxes	\$4,623.75
				Subtotal-Taxes	\$0.00
				<b>Total Amount Due by 02/09/2024</b>	<b>\$4,623.75</b>

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

APPROVED FOR PAYMENT

BY: 2021

DATE: 1/24/24

P/O: 2024 00348



2825 Airview Boulevard  
Kalamazoo, MI 49002 USA

RECEIVED  
JAN 8 2024  
FINANCE DEPT

Invoice

9205332649

Bill to: 20126190

208617-5.48 0 3201-1.2 1oz

CITY OF BEACHWOOD FIRE AND RESCUE  
ATTN: ACCOUNTS PAYABLE DEPARTMENT  
2655 RICHMOND RD  
BEACHWOOD OH 44122 - 1755

Customer Information

Invoice # 9205332649  
Invoice Date 01/01/2024  
Currency USD  
Payer Number 20126190  
Payer Name CITY OF BEACHWOOD FIRE AND RES

Ship to

20126190

CITY OF BEACHWOOD FIRE AND RESCUE  
2655 RICHMOND RD  
BEACHWOOD OH 44122-1755

Remit to :

Electronic Payments:

[Redacted Payment Information]

Checks:

Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

For product related inquiries please contact:  
Stryker Medical Customer Service: 800-327-0770  
For accounts and billing related inquiries please contact:  
Stryker account receivable: 800-733-2383(Option 2)

Please transmit in CTX format. If CTX is not possible, please send remittance information by email to EFTpayments@stryker.com

Header Information

Customer PO Q 210811075100  
Payment Terms Net due in 30 days  
Terms of Delivery FPO  
ORIGIN

Payment Due Date 01/31/2024

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

Approved  
2/1/24  
Finance Director

Item	Item#/GTIN	Description	Billing Period	Extended Price
Procure Service Contract	40049839	Procure Services	2024-01-01 2024-12-31	9822.82
<b>APPROVED FOR PAYMENT</b>				
BY: <u>[Signature]</u>		DATE: <u>2/1/24</u>		
Contract No.	40049839	P/O: <u>2024-00412</u>	Item Total	9,822.82
Billing Plan	SRY - Yearly advance		Gross Amount	9,822.82
Contract Validity	01/01/2022 to 12/31/2025			
Coverage Date	01/01/2024 to 12/31/2024			
4 Year Prevent/Prevent NB Maintenance Agreement				



2825 Airview Boulevard  
Kalamazoo, MI 49002 USA

RECEIVED  
JAN 8 2024  
FINANCE DEPT

Invoice  
9205332651  
Bill to: 20126190

CITY OF BEACHWOOD FIRE AND RESCUE  
ATTN: ACCOUNTS PAYABLE DEPARTMENT  
2655 RICHMOND RD  
BEACHWOOD OH 44122 - 1755

Customer Information	
Invoice #	9205332651
Invoice Date	01/01/2024
Currency	USD
Payer Number	20126190
Payer Name	CITY OF BEACHWOOD FIRE AND RES

Ship to
20197011
US VIRGIN ISLANDS DEPT OF HEALTH 1303 HOSPITAL GROUND STE 10 CHARLOTTE AMALIE VI 00802-6722

Remit to :	
Electronic Payments:	Checks:
[REDACTED]	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA

For product related inquiries please contact:  
Stryker Medical Customer Service: 800-327-0770  
For accounts and billing related inquiries please contact:  
Stryker account receivable: 800-733-2383(Option 2)

Please transmit in CTX format. If CTX is not possible, please send remittance information by email to EFTpayments@stryker.com

Header Information			
Customer PO	Q 210811075100		
Payment Terms	Net due in 30 days	APPROVED FOR PAYMENT	Payment Due Date 01/31/2024
Terms of Delivery	FPO	BY: <u>[Signature]</u>	
	ORIGIN	DATE: <u>2/1/24</u>	

Item	Item#/GTIN	Description	Billing Period	Extended Price
		P/O: <u>2024 00414</u>		
Procure Service Contract		Procure Services	2024-01-01 2024-12-31	1384.80
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				
APPROVED 2024 2/1/24 Finance Director				<u>[Signature]</u>

Contract No.	40049839	Item Total	1,384.80
Billing Plan	SRY - Yearly advance		
Contract Validity	01/01/2022 to 12/31/2025	Gross Amount	1,384.80
Coverage Date	01/01/2024 to 12/31/2024		
4 Year Prevent/Prevent NB Maintenance Agreement			



INTRODUCED BY: E. Synenberg

ORDINANCE NO. 2024-29

AN ORDINANCE RE-APPOINTING THE LAW FIRM OF ROETZEL & ANDRESS LPA AND ATTORNEY R. TODD HUNT AS INTERIM LAW DIRECTOR FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5(3)(F)(1), and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director; and

WHEREAS, Council desires to continue engaging the firm of Roetzel and Andress LPA and Attorney R. Todd Hunt as Interim Law Director while conducting a search for a permanent Law Director.

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

Section 1: R. Todd Hunt is hereby re-appointed as Interim Law Director for the City of Beachwood in accordance with Articles III and V of the Charter for a term through April 30, 2024, to perform all the duties of the Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety, or the efficient operation of the City; and for the further reason that the legal services provided herein are needed for the current operation of the City; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Section 4: 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 employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

Whitney M. Crook  
Clerk

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

Jason Bernard  
Mayor

AN ORDINANCE RE-APPOINTING THE LAW FIRM OF SQUIRE PATTON BOGGS, LLP AND ATTORNEY RUSSELL BALTHIS AND ATTORNEY CATIE ROMANCHEK AS SPECIAL COUNSEL FOR THE CITY OF BEACHWOOD, OHIO, ESTABLISHING COMPENSATION; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council desires to continue engaging the firm of Squire Patton Boggs, LLP and Attorney Russell Balthis and Catie Romanchek for the negotiation and drafting of certain Economic Development Agreements.

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

Section 1:

(a) The Mayor is hereby authorized and directed to re-appoint the firm of Squire Patton Boggs, LLP and appoint Attorney Russell Balthis and Attorney Catie Romanchek as Special Counsel for the City of Beachwood, Ohio to provide legal services related to certain negotiations and drafting of Economic Development Agreements in an amount not to exceed Twenty Five Thousand Dollars and No/Cents (\$25,000.00).

(b) The law firm of Squire Patton Boggs, LLP is engaged and Attorney Russell Balthis and Attorney Catie Romanchek are hereby appointed as Special Council.

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety, or the efficient operation of the City; and for the further reason that the legal services provided herein are needed for the current operation of the City; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Section 4: 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 employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-30

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 20<sup>th</sup> day of February, 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 February, 2024.

Whitney M. Crook  
Clerk

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

Justin Bernard  
Mayor

MEMORANDUM

Date: January 22, 2024

To: Mayor Justin Berns 

From: Cathy Bieterman, Economic Development Director

Re: Request for Legal Services

---

Mayor,

The Economic Development Office is seeking a new purchase order through legal for professional services with Squire Patton and Boggs. This year the Economic Development Office has several projects coming up that will need legal considerations and therefore we are requesting an additional \$25,000 for this year 2024. While, I am putting in the request, all legal services and approvals will continue through the City's Law Department.

Cathy Bieterman  
Economic Development Director

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CITY OF BEACHWOOD CHAMBER OF COMMERCE TO OCCUPY OFFICE SPACE IN THE CITY OF BEACHWOOD, OHIO PUBLIC WORKS CENTER LOCATED AT 23355 MERCANTILE ROAD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor desires to enter into a Lease Agreement with Beachwood Chamber of Commerce to occupy office space in the City of Beachwood, Ohio Public Works Center located at 23355 Mercantile Road; and

WHEREAS, the City of Beachwood Chamber of Commerce intends to occupy the space for the time period beginning no later than March 1, 2024 and ending December 31, 2026; and

WHEREAS, the City of Beachwood Chamber of Commerce will pay the sum of Two Hundred Fifty Dollars and No/Cents (\$250.00) per month with the option to terminate the Lease Agreement with thirty days (30) notice from either party.

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

Section 1: The Mayor is hereby authorized to enter into a Lease Agreement with the City of Beachwood Chamber of Commerce, substantially upon the terms set forth in the Lease Agreement which is attached hereto and incorporated herein as Exhibit "A" and in a similar form as approved by the Director of Law.

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

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

Section 4: This Ordinance is 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 Chamber of Commerce may begin to occupy the space in a timely manner; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

Whitney M. Crook  
Clerk

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

Justin Bernard  
Mayor

## LEASE

**This Lease**, entered into on this \_\_\_ day of \_\_\_\_\_, 2024 by and between **the CITY OF BEACHWOOD** ("Landlord"), located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 and **BEACHWOOD CHAMBER OF COMMERCE** ("Tenant")

### WITNESSETH

1. PROPERTY AND COMMON AREAS

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the property located at 23355 Mercantile Road, Beachwood, Ohio 44122 described as follows: approximately 1000 square feet of office space on the second floor of the building and known as Suite 9000B (the "Property"). Landlord will give Tenant proper signage at the outside entrance of the Property.

2. TERM

Landlord agrees to have and to hold the Property unto Tenant for a period beginning no later than **March 1, 2024 through December 31, 2026** and subject to the terms herein. Tenant shall provide Landlord a written notice no later than thirty (30) days before vacating the Property. Either party shall have the right to terminate this Lease upon providing the other party with thirty (30) days prior written notice of said termination.

3. RENT

Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Property each month the amount of Two Hundred and Fifty Dollars and No/Cents (\$250.00). Tenant shall pay Landlord upon execution of this agreement Two Hundred and Fifty Dollars and No/Cents (\$250.00) as first month's rent. Subsequent rent payments shall be paid to the Landlord on or about the 1<sup>st</sup> of each month, but no later than the fifth (5<sup>th</sup>) day of the month.

3.1 IN-KIND REMUNERATION

Tenant shall provide the Landlord the following for the term of this Lease and at no charge to the Landlord:

- (A) One (1) Beachwood Chamber of Commerce membership per year;
- (B) Four (4) tickets to any Beachwood Chamber of Commerce sponsored event.

4. UTILITIES/CLEANING/SNOW REMOVAL

Landlord will be responsible for the following utilities associated with the leased space of the Property including water and sewer, electric, gas, trash disposal and phone and internet service. The Landlord will also provide janitorial services at no charge to the Tenant. Landlord shall be responsible for the removal of snow and ice from the driveway serving the Property.

The Landlord will provide IT Support for the phone lines and the internet service; however, Tenant will be responsible for the IT Support for individual computers and software. Landlord shall provide a well-marked receptacle for incoming and outgoing US Mail of the Tenant.

Tenant will be responsible for any cable service at the Property.

5. USE OF PROPERTY BY TENANT

Tenant shall use the Property only for the business affairs of the Tenant.

7. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY

Tenant agrees:

- (A) To occupy the Property in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Tenant's use and occupancy of the Property, and without committing or permitting waste;
- (B) To neither do nor suffer anything to be done or kept in or about the Property which contravenes Landlord's insurance policies;
- (C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Property nor permit odors to be unreasonably dispelled from the Property;
- (D) To place no sign on the exterior of the Property or on the interior surface of any windows of the Property without obtaining Landlord's prior written consent, such consent not to be unreasonably withheld;
- (E) To permit Landlord free access to the Property upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Property that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business in the Property;

- (F) To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Common Areas, if any;
- (G) To not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of the Property;
- (H) To not subject any fixtures, in or on the Property which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances;
- (I) That Tenant shall not seek, extract or gain any right to any oil, gas, water, or mineral rights associated with the property.

8. REPAIRS AND ALTERATIONS

- (A) Repairs by Landlord. Once Tenant has taken occupancy of the Property, Landlord shall have no duty to maintain any portion of the leased premises. Landlord shall be responsible for maintenance of the HVAC, electric, water, gas, elevator and roof.
- (B) Repairs by Tenant. Tenant shall keep the Property and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair and shall return the Property to the Landlord in the condition that existed when the Tenant took occupancy minus normal wear and tear.
- (C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Property. Any alterations which may be permitted by written consent of Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner, and shall fully and completely indemnify and defend Landlord from damages resulting from such alterations. Tenant shall promptly repair any damages to the Property, or to the buildings of which the Property are a part, caused by any alterations, additions or improvements to the Property by Tenant.
- (D) Removal of Improvements. All of Tenant's trade fixtures, equipment, furniture, inventory and other property owned by Tenant and located at the Property, shall remain the property of Tenant. Tenant shall have the right at any time to remove Tenant's property provided that Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Property prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Property shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Property, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from, water, gas, steam, fire, or the bursting, stoppage, or leaking of water or sewer pipes, or from any heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever, unless such loss or damage is the result of Landlord's gross negligence or willful misconduct.

9. INDEMNITY AND INSURANCE

- (A) Indemnification. Tenant understands that Landlord cannot indemnify Tenant from any and all liability, injury, damage, expense, cause of action, suit, claim, or judgment related to the loss of person or property caused by Landlord's employees, agents, contractors, customers, invitees, or officers, because Landlord is a political subdivision of the State of Ohio, which is an entity prohibited from indemnifying private parties. Tenant understands that Landlord is also prohibited from indemnifying another party to a contract. Nonetheless, the parties agree to maintain such liability insurance as is customary for the type and scope of the services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.
- (B) Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Property and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Subsection 9(A) to the extent allowed by law, in companies and in a form satisfactory to Landlord, with minimum limits of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars (\$100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of and use or occupancy of the Property by Tenant; said policy or policies shall name Landlord as an additional insured under such insurance policy and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.

- (C) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's property located in the Property, unless caused by Landlord's gross negligence or willful misconduct, including acts performed by Landlord's employees, agents, invitees, contractors, customers and officers, (ii) for any acts or omissions of other tenants of the Property, nor (iii) for any condition of the Property whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.
- (D) Fire and Extended Coverage Insurance. Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures and all other items of personal property of Tenant located on or within the Property. Unless motor vehicle manufacturer requires such coverage to be in a different amount, then the amount of insurance shall be equal to at least eighty percent (80%) of replacement cost of the motor vehicles. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.
- (E) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Property, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees, for any damage or destruction of persons, property or business which shall occur on or about the Property originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

#### 10. ASSIGNING AND SUBLETTING

Tenant shall not sublet the Property or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Property by any concessionaire or licensee without in each case the prior written consent of Landlord.

11. RETURN OF PROPERTY

Tenant shall return said Property in at least as good as condition as existed at commencement of this Lease, minus normal wear and tear.

12. DEFAULT BY TENANT

If: (i) Tenant defaults in the payment of rent, additional rent or any other charges or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within ten (10) days after written notice from Landlord; (ii) Tenant defaults regarding matters other than the payment of money and Tenant fails to remedy such default within thirty (30) days after written notice from Landlord (or, in the event such default cannot be reasonably cured within the thirty (30) day period, Tenant fails to commence to cure such default within the thirty (30)-day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time); (iii) a receiver of any property of Tenant on the Property is appointed; (iv) Tenant's interest in the Property is levied upon by legal process; (v) Tenant be adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication; or (vi) Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then the obligations of Landlord hereunder shall cease, without prejudice to the right of Landlord to recover from Tenant any sums due Landlord for rent, and other charges payable by Tenant hereunder, including reasonable attorney's fees to the date of such entry, and also liquidated damages equal to any deficiency between the then rental value of the Property for the unexpired portion of the term and the rent provided for that portion of the term. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time after giving thirty (30) days prior written notice to Tenant make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

13. NOTICES

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when sent by electronic mail or received by the receiving party by delivery by a recognized national delivery service, addressed to Landlord at the addresses herein specified below, and to Tenant at the addresses herein specified below, or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth.

To Landlord:  
Mayor  
City of Beachwood  
25325 Fairmount Boulevard  
Beachwood, OH 44122  
MayorBerns@BeachwoodOhio.com

And:  
Law Director  
City of Beachwood  
25325 Fairmount Boulevard  
Beachwood, OH 44122  
Law-Web@BeachwoodOhio.com

To Tenant:  
Beachwood Chamber of Commerce  
Executive Director  
24000 Mercantile Road, Suite #3  
Beachwood, OH 44122  
Director@Beachwood.org

14. QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable quiet enjoyment and possession of the Property without any hindrance from Landlord or any person or persons lawfully claiming the Property, subject, however, to the terms and conditions of this Lease, and to any mortgages, ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated. The occurrence of a sale without prior written consent from Tenant shall be deemed a material breach of Landlord's covenant of quiet enjoyment.

15. LIABILITY OF LANDLORD

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord or pursue any other legal means to achieve satisfaction under the law. In the event of the sale or other transfer of Landlord's right, title and interest in the Property or the Property, Landlord shall be released from all liability and obligations hereunder for those acts occurring after the date of sale or transfers.

16. MISCELLANEOUS PROVISIONS

- (A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.
- (B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.
- (C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.
- (D) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Tenant.
- (E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.
- (F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

- (G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Property, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- (H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Property upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Should Tenant remain in possession of the Property after any termination of this Lease without first obtaining a renewal, no tenancy or interest in the Property shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to one hundred twenty-five percent (125%) of the rent payable during the calendar month immediately preceding the termination of this Lease, pro-rated on a per diem basis, for any period during which Tenant shall hold the Property after the stipulated term of this Lease may have terminated.
- (I) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Property, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.
- (J) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

(K) Hazardous Wastes and Substances.

- (i) Landlord warrants and represents that (i) to the best of Landlord's knowledge and belief, the Property is not subject to any hazardous materials contamination as of the date hereof, and no hazardous waste, hazardous substance or hazardous material exists on, under or about the Property as of the date hereof, nor has any hazardous waste, hazardous substance or hazardous material been transported to or from the Property or used, generated, manufactured, stored or disposed of on, under or about the Property except in compliance with all applicable laws; and (ii) that Landlord has delivered to Tenant a true and complete copy of any environmental reports or assessments pertaining to the Property or Property that are in the possession or control of Landlord or its agents or affiliates. Tenant warrants that Tenant shall not use hazardous substances within the Property as defined by the Federal Comprehensive Environmental Response Compensation and Liability Act.
- (ii) Tenant further warrants that it shall not generate any "hazardous wastes" within the Property as defined by the Federal Resource Conservation and Recovery Act.
- (iii) Tenant agrees that Tenant shall not permit the use of any hazardous substances or wastes without first obtaining the prior written consent of Landlord. If Landlord gives its consent, Tenant agrees to manage and dispose of all hazardous substances and hazardous wastes in accordance with all federal, state and local laws, regulations and rules and to handle such substances and wastes in such fashions as to avoid any discharge of hazardous substances or wastes on the site of the Property.
- (iv) Tenant agrees not to store any hazardous wastes within or upon the Property.
- (v) The provisions of this section shall survive the expiration or termination for any reason of this Lease.

(L) Force Majeure. In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant), or prevented from using the Property as intended in Section 5, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Property, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay and/or the period for the performance of any such act shall be extended for a reasonable period.

- (M) Property Taxes. If any property taxes are attributed to the leased property due to Tenant's occupancy, then Tenant will be required to reimburse the associated costs thereof to Landlord.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Lease to be signed,  
as of the date and year first written.

LANDLORD: THE CITY OF BEACHWOOD

By: \_\_\_\_\_  
Name: JUSTIN BERNS  
Its: MAYOR  
Date: \_\_\_\_\_

TENANT: BEACHWOOD CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: BEACHWOOD CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

---

Director of Law

Nathalie E. Supler, Assistant Law Director

Matthew A. Kurz, Assistant Law Director

25325 Fairmount Boulevard

Beachwood, Ohio 44122

216-595-5462

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

CERTIFICATE OF THE DIRECTOR OF FINANCE

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

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Larry Heiser, Director of Finance

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

INTRODUCED BY: A. Stern

ORDINANCE NO. 2024-32

AN ORDINANCE CONFIRMING THE APPOINTMENT OF TEILA LOVELL AS PLANS EXAMINER FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has appointed Teila Lovell as Plans Examiner for the City of Beachwood and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Teila Lovell as Plans Examiner for the City of Beachwood for a term ending December 31, 2024, be and the same is hereby confirmed.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety and the efficient operation of the City, and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

  
\_\_\_\_\_  
Clerk

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

  
\_\_\_\_\_  
Mayor

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

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TO: Mayor Justin Berns  
FROM: Brian Roenigk, Building Commissioner  
DATE: 1-30-24  
SUBJECT: Appointment of Plans Examiner

Mayor,

In response to City Council approving the increase in compensation for Plans Examiners, I would like to request the appointment of Teila Lovell from SIXMO Architects, LLC as Plans Examiner for the City of Beachwood. Please see the attached information.

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



Master Plans Examiner Services

# **PROFESSIONAL QUALIFICATIONS**

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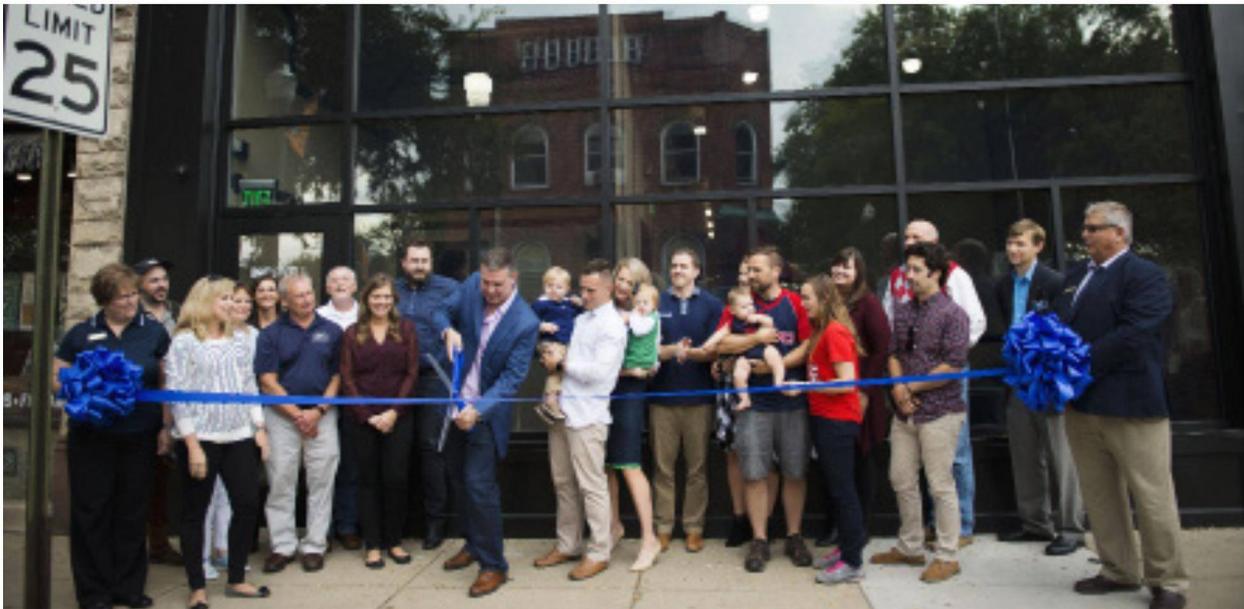
## Firm General Qualifications

The Sixmo Companies is a multi-discipline, full-service family of Architecture and Engineering firms with locations throughout Ohio and Indiana. Our organization was founded in 2012 on the principle that a collaborative work environment produces the best results. Our core services are architecture, plans examination, engineering, materials testing, environmental consulting, and project management. Each of our employees are agile and flexible professionals. Our means allow us to provide a high value of return for our clients within an increasingly competitive market.

Sixmo is an S-corp formed in 2012 by architect Patrick Thornton, AIA, and structural engineer Jared Perry, PE. In the years since forming we've completed projects with budgets ranging from \$1,500 to \$120M, in both the public and private sectors.

We are a team of nimble professionals providing the following areas of service:

- Master Plans Examiner
- Architecture
- Mechanical (HVAC) Engineering
- Plumbing Engineering
- Electrical Engineering
- Civil Engineering
- Interior Design
- Building Code Consulting
- Structural Engineering
- Geotechnical Engineering
- Geotechnical Testing
- Materials Testing
- Surveying
- FF&E Procurement



Our offices are located throughout the Midwest. Your project will be led from our Cleveland, Ohio office, by the Sixmo Architecture team.

Cleveland Office  
1101 Auburn Avenue  
Cleveland, OH 44113

Marietta Office  
204 Front Street  
Marietta, OH 45750

Zanesville Office  
1672 Linden Avenue  
Zanesville, OH 43701

Indianapolis Office  
620 N. Delaware St  
Indianapolis, IN 46204



## The Story of The Sixmo Companies

Sixmo Architects and Engineers started in Rocky River, Ohio providing architectural, plans examination, and structural engineering services. The founders desire to grow is what now makes up the Sixmo Companies family today and includes the following professional services firms:



Sixmo Architecture was created from the same mold of the original organization, continuing the vision of the founders to provide creative design solutions for outstanding clients utilizing our talented staff of design professionals. Sixmo Architecture is dedicated to creating vibrant, sustainable, and sensible improvements to the built environment. We serve both the public and private sector with a complete slate of architectural services. While known as nimble generalists, our portfolio is highlighted by an impressive roster of multi-family and mixed-use developments, aquatics facilities, and hospitality projects.



## TRIUMPH

Triumph Services was born from our original organization's expansion of our consulting engineering suite. We offer a comprehensive range of engineering services including structural engineering, mechanical engineering, electrical engineering, civil engineering, geotechnical engineering, surveying, and materials testing. These disciplines are applied by our professionals to a wide breadth of markets and clients, including other design firms. Our engineering team is laser focused on meeting all of our clients' objectives with reliable solutions and services.



## BRENNER DESIGN

Brenner Design is an interior architecture and interior design firm with a highly-awarded 30-year history of excellence providing services to higher-ed, corporate, and commercial clientele. With the added specialty of FF&E procurement as a service, the Brenner Design team can round out the entire process of interior improvements





## Plans Examiner Overview

Our objective as your consultant - be that role as your master plans examiner, backup plans examiner, or simply as a reliable resource – is to simplify your job. When you have engaged Sixmo, you have not only engaged our professional plans examiners, but you have access to a larger staff of talented architects and engineers to compliment your own resources. That entire team understands the challenges that building departments face on a day-to-day basis. We endeavor to engage all stakeholder departments in our process, including building, fire, and engineering in order to ensure the interest of the entire community's health, safety, and welfare are at the forefront.

We also understand the perspective of the applicant, and the resultant applicant/ building official relationship. Our open communication policy can ease that relationship. We are not part-time plans examiners – we are available normal business hours (and often beyond) to help an applicant understand an issue, or to help a building official or code compliance officer interpret a condition. By communicating easily and clearly, we can reduce the time and effort between an initial submittal and a final approval.

We also are intimately familiar with the complex process of managing a building department. Our internal processes enable us to provide our clients with the information they need, when they need it, for periodic reporting and data tracking for State and departmental requirements. Ultimately, we have tailored a system to improve your performance as a professional.

Sixmo has been executing plans examination services for municipalities throughout Northeast Ohio and beyond since our inception in 2012. These services include commercial and residential examinations, pre-submittal reviews and conferences, the rendering of opinions regarding code compliance, and other services supporting the building department's which we serve.





**Teila C. Lovell, RA**  
Architect, Master Plans Examiner



1101 Auburn Avenue  
Cleveland, OH 44113  
216-767-5400  
tlovell@sixmoarchitecture.com

Ms. Lovell is a noted code compliance expert in Northeast Ohio with over 14 years as a licensed Architect, having achieved her professional license via more than 30 years' experience in the architectural field. Ms. Lovell has been a certified Master Plans Examiner for 13 years and a Certified Building Official for 11 years, having served as Back up Building Official, Assistant Building Official and Inspector in Ohio municipalities for over 20 years. She was also a Firefighter for six years, cementing a respect for the code compliance officer's closest counterparts in Fire Prevention.

Teila will serve as your primary service provider and contact point during the delivery of our services

**Education**

Muskingum Area Technical College,  
Associate of Applied Science:  
Architecture and Building Construction

**Current Registration:**

Architect, State of Ohio  
Master Plans Examiner, State of Ohio  
6/30/2025  
Building Code Plan Examiner, West Virginia  
5/31/2024  
Certified Building Official, State of Ohio  
6/30/2025  
Commercial Plumbing Inspector, State of Ohio  
6/30/2025  
Commercial Building Inspector, State of Ohio  
6/30/2025  
Residential Building Official, State of Ohio  
6/30/2025  
Residential Plumbing Inspector, State of Ohio  
6/30/2025  
ICC Certified Building Official - 6/30/2025  
ICC Combination Plans Examiner (Building,  
Plumbing, Mechanical & Electrical)  
ICC Commercial Building Inspector  
6/30/2025  
ICC Commercial Plumbing Inspector  
6/30/2025  
ICC Residential Building Inspector-  
6/30/2025  
ICC Residential Plumbing Inspector  
6/30/2025

**Technical Organizations:**

Building Officials Conference of NE Ohio  
Ohio Building Officials Association



**April J. Skurka, RA**  
Architect, Master Plans Examiner



1101 Auburn Avenue  
Cleveland, OH 44113  
216-767-5400  
askurka@sixmoarchitecture.com

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With an extensive and multifaceted background in architecture and facilities management, our lead professional, Ms. Skurka stands as an eminent figure in the realm of capital project management and construction. Since November 2017, she has been the Executive Director of Capital Projects at John Carroll University in University Heights, Ohio, where she has successfully managed the Planning, Design & Construction Division, leading a team of four Project Managers. Her expertise encompasses the oversight of all campus capital improvement projects, ranging from planning to completion, with a keen focus on financial management of annual budgets between \$5 million and \$10 million.

Education

Kent State University  
Master of Architecture  
Kent State University  
Bachelor of Science in Architecture

Current Registration:

Architect, State of Ohio  
Plumbing Plans Examiner-Int 8/31/2025  
Mechanical Plans Examiner-Int 8/31/2025  
Building Plans Examiner-Int 8/31/2025

Technical Organizations:

APPA (Leadership in Educational Facilities),  
completion of the Institute for Facilities  
Management  
International Code Council  
John Carroll Staff Council  
John Carroll Immersion Experience - Cuba  
(Chaperoned 20 students to Cuba)



## Patrick E. Thornton, AIA

Partner - Head of Relationships



1101 Auburn Avenue  
Cleveland, OH 44113  
216-767-5400  
patrick@sixmocompanies.com

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Patrick Thornton is a proud graduate of Kent State University with more than thirty years of experience in the design and construction realm. Patrick has a passion for client relationship development. Through a broad range of experience, he has developed problem-solving skills that can be applied to any market or client type, from residential to commercial, municipal to industrial. A drive to constantly improve as a professional inspired Patrick to become a Master Plans Examiner and Residential Building Official.

### Education

Kent State University,  
Bachelor of Science in Architecture , 1996  
Kent State University,  
Bachelor of Architecture, 1996

### Current Registration:

Master Plans Examiner, State of Ohio  
Building Code Plan Examiner, West Virginia  
ICC Combined Plans Examiner  
ICC Building Plans Examiner  
ICC Plumbing Plans Examiner  
ICC Mechanical Plans Examiner  
ICC Electrical Plans Examiner  
Architect, State of Florida  
Architect, State of Illinois  
Architect, State of Indiana  
Architect, State of Kentucky  
Architect, State of Michigan  
Architect, State of New York  
Architect, State of North Carolina  
Architect, State of Ohio  
Architect, State of Pennsylvania  
Architect, State of West Virginia  
Architect, State of Wisconsin  
GBCI LEED Accredited Professional  
Master Plans Examiner - 6/30/2024

### Technical Organizations:

American Institute of Architects (AIA)  
International Code Council (ICC)  
National Council of Architectural  
Registration Boards (NCARB)  
US Green Building Council (USGBC)  
Building Officials Conference of NE Ohio  
Ohio Building Officials Association



## Experience/ Past Performance

We currently provide plans examination services for the following agencies:

City of Elyria  
City of Ashland  
City of Bay Village  
City of Brecksville  
City of Cuyahoga Heights  
City of Independence  
City of Lakewood  
City of Mansfield  
City of Moreland Hills  
City of Pepper Pike  
City of Strongsville  
City of Westlake  
City of Wooster  
Summit County  
City of Parkersburg, WV

We have also performed plans examinations for the following on an as-needed basis:

City of Barberton  
City of Bedford Heights  
City of Berea  
City of Denver, CO  
City of Maple Heights  
City of Norton  
City of Olmsted Falls  
City of Seven Hills  
City of Shaker Heights  
City of Solon  
City of Toledo  
City of University Heights  
City of Walton Hills





## Capacity:

Sixmo has completed plans examinations for more than 4,900 projects. This is no part-time gig for Sixmo. We have a full time staff dedicated to plans examinations, free of the distractions of design projects or administrative roles. This has allowed our team to produce 500+ reviews a year.



## Liability Insurance

Sixmo carries the following professional liability insurance limits:

\$3,000,000 per claim  
\$3,000,000 aggregate

XL Insurance is the carrier for Sixmo Professional Liability. A certificate naming Beachwood as holder is available upon request.



## Approach

At Sixmo, we make it our objective to provide diligent, timely, and thorough reviews for each and every plans examination. We have built our reputation on exactly that premise.

Our process begins when we receive a new review. We immediately log the review into our internal tracking system, which records the received date, turnaround goal or terms (generally 2 weeks), review status, and project data. This database is our 'living' document which is updated several times a day, so that nothing slips through the gaps. It also simplifies reconciliation between the client building department and Sixmo when that curious and often impatient applicant wants to know the status of their review. Our project file is then created and hyperlinked to the tracking database. The project file consists of plan, review checklist, Document Examination Review Report, fee report, and an electronic copy of the documents.

Using large screen computer monitors, the assigned Plans Examiner reviews the documents and personally authors the review report. During the review, and as approved by the Building Official, we may find occasion to contact the design professional directly to resolve or clarify issues before formal issuance of Review Reports. We have found that personal contact with the design professional or applicant can not only expedite the process, but can also lead to a more cooperative relationship between applicant and jurisdiction. Direct contact can remove weeks from the process. The fewer re-reviews necessary, the smoother the execution of the work.

The completed review report and fee report are formatted as PDF documents, and sent or uploaded to the agency immediately upon completion of the review reducing the time lag and expense of pick-up or delivery.

Subsequent reviews are handled in the same fashion as new reviews. Typically, on a re-submittal review, the prior review report is utilized as the checklist for the re-review. A new review report is then generated, the fee report is updated, and the process continues as normal.

Our system can also easily accept and process a Phased Approval if allowed by the jurisdiction. The Client can rest assured that each individual package or milestone will be reviewed in a timely manner. Each phased submittal is treated as a separate project, with the turnaround goal establishing the priority in our tracking system.

On or around the first of each month, the fee reports are compiled and a single invoice is created for the Agency, with the fee reports attached for convenience.

Our team of code compliance professionals are capable of servicing all of Northeast Ohio and beyond, as you have seen in our list of current clientele. Our team is capable of full electronic plan review, during which no hard copies are required, we are capable of converting hard copy submittal into electronic versions for records keeping and/or review, and we are capable of reviewing via the traditional hard-copy method. Obviously, the electronic methods save time, resources, and space. However, not every applicant is capable of providing their documents in an electronic format, and not every building department is organized to accept and process such files. When the Building department receives hard copies, we can contact the submitter to obtain the documents in electronic format, saving the building department staff from extra work load. If a submitter does not have the capability of electronic documents, we can make arrangement to pick up the documents and convert them into electronic files.

All of these methods have allowed us to work smoothly within the region, but also outside of our geographic area. We periodically are called upon to perform our services in other states, or other parts of our home state of Ohio. In all cases, our team delivered accurate, reliable, and timely reviews to the client.



The City of *Westlake* Ohio  
DENNIS M. CLOUGH, MAYOR



[www.cityofwestlake.org](http://www.cityofwestlake.org)

**BUILDING DEPARTMENT**

27700 Hilliard Blvd. Phone 440.617.4105  
Westlake, OH 44145 Fax 440.617.4144

October 3, 2017

Mr. Patrick E. Thornton, AIA  
Principal, Sixmo, Inc.  
28045 Clemens Road  
Westlake, Ohio 44145

To whom it may concern,

It is my pleasure to write this letter of recommendation for Pat Thornton and his staff at Sixmo, Inc. Sixmo has been my plans examiner for about a year and a half now, and I am very pleased with their performance. As a Building Official, I rely on the expertise the firm offers, in fact, I find it very useful to have architects and engineers in the same office to consult with. Pat and his staff make themselves available for meetings, conference calls, and telephone calls anytime the need arises. Their plan reviews are concise and consistent, and the turnaround time exceeds my expectations.

If you are in the market for plan review services, I would highly recommend Sixmo, Inc.

Donald P. Grayem  
Director of Inspections / Building Official  
City of Westlake, Ohio



Thomas P. Perciak  
Mayor

## City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3105  
Fax: 440-572-1856  
[www.strongsville.org](http://www.strongsville.org)

### Office of Building/Engineering

From the Office of:

Michael D. Miller  
Building Commissioner  
City of Strongsville, Ohio  
16099 Foltz Parkway  
Strongsville, Ohio 44149

January 06, 2021

RE: Recommendation of Professional Services

I am writing this letter as a recommendation for the services performed by Sixmo, Inc. For the past few years Sixmo has performed Commercial Plan reviews for the Building Department as a Contract Employee. During this time Teila Lovell has been an outstanding partner of our department. The professionalism and attention to detail displayed during the review process by Teila and the rest of the staff at Sixmo has been beyond expectations. Reviews are performed in timely fashion and reports to the department are received with clarity of description for required responses to items of noncompliance. Any questions or concerns with regards to the review of projects within the City that I might have are responded to and answered with great expedience.

It is with great confidence in their dedication to professional ethics and performance I would recommend their firm for professional services.

Respectfully,

Michael D. Miller  
Building Commissioner  
440.580.3105  
[mike.miller@strongsville.org](mailto:mike.miller@strongsville.org).



## CITY OF WOOSTER

Building Standards Division  
538 North Market Street Wooster, OH 44691  
Phone: 330-263-5241 Fax: 330-263-5274

October 20,2020

Re: Professional Endorsement – Sixmo Inc.

To whom it may concern:

I have had the pleasure of working with Sixmo Inc. for the past four years. Sixmo has provided professional plan review services for the City of Wooster on many projects. The City of Wooster does code reviews for approximately \$80 - \$100 million of commercial construction annually.

Some of these projects have included a new skilled nursing facility, new buildings and complete remodeling of dormitories and other facilities at the College of Wooster, new warehouses, alterations at Wooster Community Hospital, a new tennis facility, a new Holiday Inn, new residential buildings, new business and mercantile facilities, and many others.

In particular, Teila Lovell has great organizational skill, an eye for detail, and excellent follow-through. She maintains a high quality of work and provides clear communication. This approach makes Teila and Sixmo a valuable member of our team.

Should you need additional clarification, please do not hesitate to reach out to me directly.

Sincerely,

Tim Monea, Chief Building Official  
City of Wooster Building Standards Division



AN ORDINANCE ACCEPTING A CERTAIN BID FROM JAB SUPPLY CORPORATION, FOR THE PURCHASE OF READY-MIX CONCRETE FOR 2024; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) bids were received by the Clerk on January 25, 2024, for the purchase of Ready-Mix Concrete, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of JAB Supply Corporation, in an amount not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00) was the lowest and best bid received and is comparable to previous years pricing; and

WHEREAS, the Public Works Director has recommended that Council accept the bid of JAB Supply Corporation.

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 Public Works Director the bid of JAB Supply Corporation, as further outlined on the Bid Specification Sheet, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein is found to be the lowest and best bid received for the purchase of Ready-Mix Concrete in an amount not to exceed One Hundred Thousand Dollars and No/Cents (\$100,000.00).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

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

Section 4: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

*Whitney M. Crook*  
\_\_\_\_\_  
Clerk

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

*Justin Brown*  
\_\_\_\_\_  
Mayor

**BEACHWOOD SERVICE DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Justin Berns

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

**DT:** February 6, 2024

**RE:** Council Agenda Item: Ready - Mix Concrete Contract

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Mayor,

Bids were received on January 25<sup>th</sup> for the ready-mix concrete contract and JAB Supply Corporation was the lowest and best bidder. JAB is a new company to the City of Beachwood and after calling references and evaluating their equipment, we are confident they can supply concrete to the city in 2024. Attached for your review are the bid documents. Please contact me if you have any questions in regards to this agenda item.

# CITY OF Beachwood

## BID SPECIFICATION SHEET READY MIX CONCRETE

**Vendor Information**

Vendor Name: Medina supply Contact Person: Max Bralhard  
 Email: max.bralhard@shellyco.com Phone #: 216-554-5065

**CONCRETE - 7 yard load (minimum) (Weekday rate - Monday to Friday)**

- 1.) Class C - Concrete \$ 153.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 169.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 177.00 per yard - delivered
- 4.) LSM100 \$ 113.00 per yard - delivered

**CONCRETE - Less than 7 yard load (Weekday rate - Monday to Friday)**

- 1.) Class C - Concrete \$ 175.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 191.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 199.00 per yard - delivered
- 4.) LSM100 \$ 135.00 per yard - delivered

↑  
 Saturday - Add delivery -  
 \$75.00 PER LOAD

**CONCRETE - 7 yard load (minimum) (Weekend rate - Saturday to Sunday)**

- 1.) Class C - Concrete \$ 153.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 169.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 177.00 per yard - delivered
- 4.) LSM100 \$ 113.00 per yard - delivered

↓  
 Sunday - \$100.00  
 per load, PLUS  
 plant opening fees

**CONCRETE - Less than 7 yard load (Weekend rate - Saturday to Sunday)**

- 1.) Class C - Concrete \$ 175.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 191.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 199.00 per yard - delivered
- 4.) LSM100 \$ 135.00 per yard - delivered



CITY OF  
**Beachwood**  
BID SPECIFICATION SHEET  
ADDITIVES

**Vendor Information**

Vendor Name: Mediha Supply Contact Person: Max Braithard  
Email: max@braithard@shellyco.com Phone #: 216-554-5065

Fibermesh (1.5#)	\$ <u>10.75</u>	per yard - delivered
Calcium 25# Bag	\$ <u>17.50</u>	delivered
Non-Chloride ACC (1%)	\$ <u>6.00</u>	per yard - delivered
Non-Chloride ACC (2%)	\$ <u>12.00</u>	per yard - delivered
Superplasticizer - 64 oz.	\$ <u>10.00</u>	per yard - delivered
Mid Range WR (6 oz.)	\$ <u>6.00</u>	per yard - delivered
Water Reducer	\$ <u>4.00</u>	per yard - delivered
Hi Early	\$ <u>8.00</u>	per yard - delivered
Retarder	\$ <u>3.25</u>	per yard - delivered
Heated Material	\$ <u>7.00</u>	per yard - delivered
Demurrage	\$ <u>90.00</u>	per hour
Additional Stops	\$ <u>50.00</u>	per stop
Plant Opening After Hours Cost	\$ <u>2,000.00</u>	
Fuel Charge	\$ <u>20.00 per truck</u>	

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY.

75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE.  
THE BIDS WILL BE EVALUATED ACCORDINGLY.

INITIAL BID AWARD WILL BE FOR A PERIOD OF ONE (1) YEAR.  
THE CITY RESERVES THE RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR.

Due to volatile material costs at this time, a \$10.00  
per cu yd increase will apply for the 2025 season.

CITY OF  
*Beachwood*  
BID SPECIFICATION SHEET  
READY MIX CONCRETE

**Vendor Information**

Vendor Name: JAB SUPPLY CORP. Contact Person: PAT KRAL  
Email: CSM.JABSUPPLY@GMAIL Phone #: 216.789.4972  
,COM

**CONCRETE - 7 yard load (minimum) (Weekday rate - Monday to Friday)**

- 1.) Class C - Concrete \$ 152<sup>50</sup> per yard - delivered
- 2.) MS Concrete - Medium \$ 173<sup>50</sup> per yard - delivered
- 3.) FS Concrete - Fast Set \$ 183<sup>50</sup> per yard - delivered
- 4.) LSM100 \$ 90<sup>00</sup> per yard - delivered

**CONCRETE - Less than 7 yard load (Weekday rate - Monday to Friday)**

- 1.) Class C - Concrete \$ 162<sup>50</sup> per yard - delivered
- 2.) MS Concrete - Medium \$ 183<sup>50</sup> per yard - delivered
- 3.) FS Concrete - Fast Set \$ 193<sup>50</sup> per yard - delivered
- 4.) LSM100 \$ 100<sup>00</sup> per yard - delivered

**CONCRETE - 7 yard load (minimum) (Weekend rate - Saturday to Sunday)**

- 1.) Class C - Concrete \$ 162<sup>50</sup> per yard - delivered
- 2.) MS Concrete - Medium \$ 183<sup>50</sup> per yard - delivered
- 3.) FS Concrete - Fast Set \$ 193<sup>50</sup> per yard - delivered
- 4.) LSM100 \$ 100<sup>00</sup> per yard - delivered

**CONCRETE - Less than 7 yard load (Weekend rate - Saturday to Sunday)**

- 1.) Class C - Concrete \$ 172<sup>50</sup> per yard - delivered
- 2.) MS Concrete - Medium \$ 193<sup>50</sup> per yard - delivered
- 3.) FS Concrete - Fast Set \$ 203<sup>50</sup> per yard - delivered
- 4.) LSM100 \$ 110<sup>00</sup> per yard - delivered

CITY OF  
*Beachwood*  
BID SPECIFICATION SHEET  
ADDITIVES

**Vendor Information**

Vendor Name: JAB SUPPLY CORP. Contact Person: PAT KRAL  
Email: CSM.JAB SUPPLY @ GMAIL Phone #: 216.789.4972  
.COM

Fibermesh (1.5#)	\$ <u>8.00</u>	per yard - delivered
Calcium 25# Bag	\$ <u>12.25</u>	delivered
Non-Chloride ACC (1%)	\$ <u>6.00</u>	per yard - delivered
Non-Chloride ACC (2%)	\$ <u>12.00</u>	per yard - delivered
Superplasticizer - 64 oz.	\$ <u>8.00</u>	per yard - delivered
Mid Range WR (6 oz.)	\$ <u>4.00</u>	per yard - delivered
Water Reducer	\$ <u>4.00</u>	per yard - delivered
Hi Early	\$ <u>20.00</u>	per yard - delivered
Retarder	\$ <u>4.00</u>	per yard - delivered
Heated Material	\$ <u>8.00</u>	per yard - delivered
Demurrage	\$ <u>120.00</u>	per hour
Additional Stops	\$ <u>100.00</u>	per stop
Plant Opening After Hours Cost	\$ <u>75.00</u>	PER LOAD
Fuel Charge	\$ <u>25.00</u>	PER LOAD

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY.

75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE.  
THE BIDS WILL BE EVALUATED ACCORDINGLY.

INITIAL BID AWARD WILL BE FOR A PERIOD OF ONE (1) YEAR.  
THE CITY RESERVES THE RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SLIDERENU FOR THE WATER SLIDE RESTORATION PROJECT AND A THREE-YEAR PREVENTATIVE MAINTENANCE PROGRAM FOR THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director has recommended to the Mayor as set forth in his Memorandum dated February 8, 2024, a copy of which is attached hereto and incorporated herein, to accept the Proposal of Sliderenu in an amount not to exceed Fourteen Thousand Six Hundred Thirty-One Dollars and No/Cents (\$14,631.00) for the Water Slide Restoration Project for the Beachwood Family Aquatic Center.

WHEREAS, the Community Services Director has also recommended to the Mayor as set forth in his Memorandum dated February 8, 2024 to accept the Proposal of Sliderenu to provide a Preventative Maintenance Program for three (3) years in an amount not to exceed Thirty-One Thousand Five Hundred Thirty-Five Dollars and No/Cents (\$31,535.00) for the Beachwood Family Aquatic Center.

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

Section 1: The Mayor is hereby authorized and directed to accept the proposal, a copy of which is attached hereto and incorporated herein as Exhibit A from Sliderenu for the Water Slide Restoration Project and a Three-Year Preventative Maintenance Program in a total amount not to exceed Forty-Six Thousand One Hundred Sixty-Six Dollars and No/Cents (\$46,166.00).

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety and the efficient operation of the City, and for the further reason of the necessity to repair the water slides at the Beachwood Family Aquatic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

  
Clerk

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

  
Mayor

# CITY OF *Beachwood*

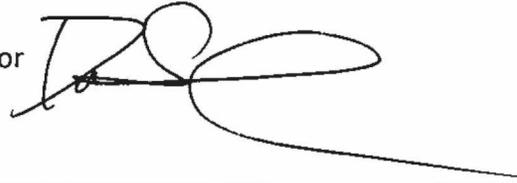
## Interoffice Memo

Date: 2/8/24

To: City Council

From: Derek Schroeder, Community Services Director

RE: BFAC Slide maintenance program



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It is imperative to have a regular maintenance program on the BFAC slides. This proposal from Slide Renu provides resurfacing on all the smaller kid slides for the 2024 season (\$14,631) and provides preventative maintenance on the tall slides (\$9,995). The total for 2024 will be \$24,626. The following two years will provide preventative maintenance on all slides (\$10,770/year).



## **WATER SLIDE RESURFACING PROPOSAL**

**Beachwood Family Aquatic Center**

**PROPOSAL #210292P.1.24.WS.1**

# **SlideRenu<sup>®</sup>**

**AquaShield Products, LLC**  
**5896 Chandler Court**  
**Westerville, Ohio USA 43082**  
**Sales: 614.948.2554**  
**Technical: 440.781.0051**

**11 January 2024**

# SlideRenu®

## EXHIBIT A

TOTAL TURNKEY PROJECT COST						\$ 14,631
#	Approved Scope of Work	Length'	Width"	Work Days	Cost	
<b>1</b>	<b>FAMILY SLIDE</b>					
	Resurface Interior Ride Path Surface	20'	12'	2	\$ 4,825	<b>\$ 4,825</b>
	Wax Interior Ride Path	Included				
	Repaint Exterior Surface*	NA				
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Minor Fiberglass Repairs	Included				
	Remove Existing Coatings (1)	NA – Previously Coated with SlideRenu				
	Color(s) – SEE EXHIBIT B	Existing Color is Light Blue				
<b>2</b>	<b>TWO (2) LANE APU KIDDIE SLIDE</b>					
	Resurface Interior Ride Path Surface	15	8'	2	\$ 3,474	<b>\$ 3,474</b>
	Wax Interior Ride Path	Included				
	Repaint Exterior Surface*	NA				
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Minor Fiberglass Repairs	Included				
	Remove Existing Coatings (1)	NA – Previously Coated with SlideRenu				
	Color(s) – SEE EXHIBIT B					
<b>3</b>	<b>APU CRAWL-TRU APU SLIDE</b>					
	Resurface Interior Ride Path Surface	6	36"	1	\$ 988	<b>\$ 988</b>
	Wax Interior Ride Path	Included				
	Repaint Exterior Surface*	NA				
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Minor Fiberglass Repairs	Included				
	Remove Existing Coatings (1)	<b>NEED CUSTOMER RESPONSE</b>				
	Color(s) – SEE EXHIBIT B	Existing Coating is Dark Blue				
<b>4</b>	<b>KIDDIE ZONE OPEN SLIDE</b>					
	Resurface Interior Ride Path	30	36"	3	\$ 3,467	<b>\$ 5,344</b>
	Wax Interior Slide Ride	Included				
	Repaint Exterior Surface*	30	36"	2	\$ 877	
	Re-Caulk Interior Ride Path Seams	Included				
	Perform Minor Fiberglass Repairs	Included				
	Remove Existing Coatings (1)	<b>NEED CUSTOMER RESPONSE</b>				
	Color(s)	Existing Coating is Light Blue				

*NOTE: The above cost is based on all work defined above performed under one purchase order and one mobilization trip.*

The turnkey proposal includes all delivery charges, labor, materials, site preparations, man-lift rental fees and all expenses associated with the completion of this project, the scope of which is defined in Exhibit A. (1) CUSTOMER CONFIRMED THAT INTERIOR SURFACE HAS NOT BEEN PAINTED AFTER INITIAL INSTALLATION BY THE MANUFACTURER.

\* Includes rental for man-lift if required.

# SlideRenu®

## ANNUAL WATER SLIDE SERVICE AGREEMENT

### CITY OF BEACHWOOD

<b>CUSTOMER</b>	<b>1/10/2024</b>	<b>2112365</b>	<b>ADDRESS OF SERVICE LOCATION</b>
City of Beachwood			City of Beachwood
25325 Fairmont Blvd.			25325 Fairmont Blvd.
Beachwood, Ohio 44122			Beachwood, Ohio 44122

<b>CUSTOMER CONTACT INFORMATION</b>			
<b>Name</b>		Derek Schroeder	
<b>TITLE - PHONE NUMBER</b>		Community Services Director	216.292.1970
<b>Email Address</b>		derek.schroeder@beachwoodohio.com	

<b>SCOPE OF WORK</b>			
<b>SERVICES PROVIDED</b>		<b>TECHNICIAN'S INITIALS - REMARKS</b>	
INSPECTION: Inspect interior ride path, exterior surface and water slide tower, stairs ,platforms, etc. Written report provided.	✓		
INTERIOR: Pressure wash clean, descale, remove oxidation and professionally wax interior ride path with high speed buffer as necessary.	✓		
INTERIOR: Re-caulk leaking seams with urethane SlideCaulk.	✓		
EXTERIOR: Pressure wash clean to remove dirt, grime and surface contaminants from the exterior surface / spray on/wipe off with AquaSeal finishing wax.	CONTACT US FOR QUOTE		

WATER SLIDES SERVICED - ANNUAL COST / YEAR									
SLIDE NAME	TYPE	LENGTH'	WIDTH"	YEAR 1		YEAR 2		YEAR 3	
Adult Body Slide	Combo	193	36	\$ 4,750	2024	\$ 4,750	2025	\$ 4,750	2026
Adult Body Slide	Open	186	36	\$ 4,520	2024	\$ 4,520	2025	\$ 4,520	2026
Drop Slide	Closed	27	32	\$ 725	2024	\$ 725	2025	\$ 725	2026
Family Slide	Open	20	96	RESURACE	2024	\$ 375	2025	\$ 375	2026
APU 2 Lane Slide	Open	15	72	RESURACE	2024	\$ 267	2025	\$ 267	2026
APU Tube Slide	Closed	6	32	RESURACE	2024	\$ 133	2025	\$ 133	2026
<b>TOTAL COST</b>				\$ 9,995	2024	\$ 10,770	2025	\$ 10,770	2026

<b>3 YEAR CONTRACT - 2024-26</b>	
<b>PAYMENT TERMS</b>	50% DOWN PAYMENT 15 DAYS BEFORE START DATE
<b>COMPLETION DATE</b>	PRIOR TO POOL OPENING 2024
<b>ACCEPTED BY - PRINT NAME / POSITION TITLE</b>	Derek Schroeder
<b>AUTHORIZED SIGNATURE / DATE</b>	

# SlideRenu®

Make Every Day Look Like Opening Day!™  
11 January 2024

Derek Schroeder  
City of Beachwood  
25325 Fairmont Avenue  
Beachwood, Ohio 44122  
USA

AquaShield Products, LLC – dba SlideRenu® - is pleased to submit a turnkey proposal for all labor, supervision, equipment, materials, and the performance of all work necessary to resurface and/or repaint the water slide(s) and any other service item(s) noted in Exhibit A. located at the BEACHWOOD FAMILY AQUATIC CENTER.

## A. Coating & Joint Re-Caulking Process

Resurface the interior ride path surfaces of the water slide with our proprietary SlideRenu Aquatic coating system; ColorShield™ UV4 solid color PolySilox gelcoat fiberglass coating and ABC deep penetrating fiberglass primer. Paint exterior surfaces with ColorShield™ UV4 PolySilox gelcoat which has excellent adhesion to porous “chop spray” exterior fiberglass surfaces without the need of a primer. Re-caulk interior riding path slide joints as necessary.

The detailed process that we will follow for resurfacing the interior ride path and painting the exterior surface of your slide(s) is as follows.

\*\*\*\*\*  
**PLEASE NOTE: Not all processes described below may apply to your project. These processes are listed solely to inform you of our full-service capabilities. See Exhibit A. for your specific scope of work, coatings to be used and additional repairs to be completed. Exhibit A is the Official Scope of Work quote in this Proposal.**  
\*\*\*\*\*

### A.1: Interior Riding Path Surface

The detailed process for resurfacing the interior ride path is described below.

- (1) Remove all calcium build-up, dirt, grime and suntan oils from the interior surface using SlideRenu descaling solution, Calcitrol™ and SlidePrep™, a PH neutral professional grade wax remover and degreaser specifically formulated to remove wax, suntan oils, body lotions and tough surface contaminants on water slides to ensure adhesion of our coatings to fiberglass surfaces.
- (2) Sand the interior ride path in a “cross hatch” pattern to create an adequate adhesion profile for the SlideRenu Aquatic coating system. **PLEASE NOTE: If the interior ride path was previously coated over the manufacturer’s original coating, we will not completely remove the existing coating unless contained in the Scope of Work – See Exhibit A.**

- (3) Remove all powder and dust created from sanding the surface with a high-pressure air hose, commercial vacuum cleaner and/or pressure washer.
- (4) Wipe the interior ride path surface with a fast-evaporating solvent-based surface cleaner and adhesion promoter prior to applying the ColorShield™ UV4 PolySilox gelcoat. See attached standard color card. There is a \$ 200 color match fee (per color) for colors not shown on the color card. Depending on the age, color and condition of the slide, our deep penetrating fiberglass primer, ABC Primer™, may be applied prior to the application of the ColorShield™. Slides +25 years old require our ABC Primer to be applied to ensure adhesion and comply with our Warranty conditions.
- (5) Apply 2 coats of ColorShield™ UV4 PolySilox gelcoat on the interior ride path in accordance with the application process and coverage rates specified by the manufacture.

PLEASE NOTE: We do not resurface the entire 360° interior surface of closed flumes unless specified in the Scope of Work – See Exhibit A.

PLEASE NOTE: All interior surface coatings shall be sprayed unless the applicator determines that weather and other job site conditions preclude the use of spray equipment.

- (6) If surface needs further smoothness, wax the interior riding surface using a high-speed buffer to create a smooth, high gloss, slippery finish using SlideWax™ professional polymer wax and SlideGloss™ spray on finishing wax, fortified with Teflon®. These maintenance products may be purchased directly from SlideRenu to protect your slides for years to come.

#### **A.2: Exterior Surface**

The detailed process for repainting the exterior surface is described below.

- (1) Remove dirt, grime and other surface contaminants using a pressure washer and a low PH descaling solution, Calcitrol™ and SlideDetergent™, a high PH surface degreaser specifically formulated to remove leaf stains, bird droppings and tough surface contaminants. PLEASE NOTE: If the Exterior surface was previously coated over the manufacturer's original coating, we will not completely remove the existing coating unless contained in the Scope of Work-See Exhibit A.
- (2) Remove surface rust from the slide bolts exposed on all exterior fiberglass flanges using a wire wheel/brush and spot prime, if necessary, with SlideRenu stainless steel RustShield™ rust-inhibitor coating.
- (3) Wipe the exterior surface with a fast-evaporating solvent-based surface cleaner and adhesion promoter prior to applying the polysiloxane high gloss solid color coating.
- (4) Apply 1 coat of ColorShield™ UV4-PolySilox high gloss solid color gelcoat on the exterior surfaces in accordance with the application process and coverage rates specified by the manufacture. ( Prime exposed fiberglass as necessary ).

#### **A.3: Interior Ride Path Seams**

The detailed process for re-caulking the interior ride path slide seams is described below.

- (1) Remove loose, missing or worn slide joint caulk and wipe seams with a solvent-based caulk adhesion promoter. PLEASE NOTE: We do not re-caulk all seams unless included in Exhibit A. Re-caulking seams does not fully prevent leaks from occurring and is considered a wear item and not covered under our warranty.

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PROPOSAL #210292P.1.24.CITY OF BEACHOOD.OH.WS.1

Page 3 of 13

- (2) Where possible, using a utility knife, create a V-shape caulking groove in the slide joint to ensure placement of the caulk. Joints that are permanently sealed with resin/hard-cured sealant will not be re-caulked unless specified in the Scope of Work – See Exhibit A.
- (3) Re-caulk joints with the slide manufacturers or industry standard replacement caulk such as SikaFlex® 291 Fast Cure. (PLEASE NOTE: These caulking compounds have a functional cure time of 1-3 days and remain semi-pliable when fully cured after 7 days.)

#### **B. Certified Applicator**

Our SlideRenu Service Company certified applicator technicians will perform all the work. We will notify the customer with the contact info of the on-site foreman not less than 5 days prior to starting the work. All of our technicians are OSHA certified, registered in the E-Verify program and comply with all CDC vaccination guidelines.

#### **C. Job Site Access & Safety Precautions**

Our technicians may access the water slides using ladders, self-erected scaffolding and/or man-lifts. Our certified applicators will carry adequate Worker's Compensation Insurance during the entire project. The work will be performed during the approved work hours as determined by the customer which will not be less than 10 hours/day.

Our technicians shall at all-times keep the premises free from accumulation of waste materials or rubbish caused by performing the work. Upon completion of the work, waste materials, rubbish and tools, equipment, machinery and surplus materials shall be removed from the job site. All building surfaces and work areas will be left "broom clean".

#### **D. SlideRenu Surface Preparation Products**

All water slide surfaces will be properly prepared with SlideRenu cleaning products and/or other commercial surface prep products which meet or exceed current environmental regulations, i.e. biodegradable, contain no lead, human safety, non-hazardous material disposal, etc. The surface preparation products will be applied in accordance with the surface prep application instructions provided by the manufacturer of the cleaners. Our certified applicators will have sole discretion over the type and brand of surface preparation products to be used on the slide.

#### **E. Coating Specifications**

The coatings will be applied in accordance with the application instructions provided by the manufacturers to ensure the long-term performance of the coating.

SlideRenu aftermarket waterslide coatings are formulated to form a chemical bond with existing gelcoat surfaces that, when cured, out-perform factory-applied epoxy resin gelcoat. The SlideRenu coating system penetrates deep into factory applied gelcoat and fills-in the microscopic porous fiberglass cavities to retard oxidation and chalking. The coating system will be sprayed only by qualified technicians.

Our coatings have been formulated especially for use on all types of color-faded gelcoat water slide surfaces. The coatings contain high-solid resins; low VOC's (fumes) or zero lead and have outstanding resistance to abrasion caused by riders, mats, tubes, etc. Unlike factory applied epoxy gelcoat or off the shelf marine gelcoat, SlideRenu fiberglass coatings are CHLORINE RESISTANT and suitable for pool water immersion and have excellent resistance to ultra violet light degradation. ChloroShield™, clear chlorine resistant high gloss gelcoat sealer was developed by SlideRenu to address the premature color fading of off the shelf marine gelcoats used by most contractors, especially bright colors such as red, orange, green and pink. ChloroShield™ gives you an added envelope of protection against color fading not available in off the shelf marine epoxy resin gelcoat. SlideRenu fiberglass coatings will provide a long-

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PROPOSAL #210292P.1 24.CITY OF BEACHOOD.OH.WS.1

Page 4 of 13

term WET-LOOK SHINE and color retention to all color-faded gelcoat water slide surfaces reducing, or in some cases, eliminating the need to polish the slides more than once each year. With proper maintenance the coating system should last about seven (7) years. The slides may also be resurfaced anytime they begin to look weathered or at the discretion of the water park management. The recoat time period depends upon the annual usage, i.e. wear and tear, volume of riders, operating hours, etc., of the slide and a variety of environmental factors that are specific to your particular geographic area.

SlideRenu fiberglass coatings and maintenance products have been specifically formulated to outperform marine polyester gelcoat and resist color fading. Most water slide applicators use off-the-shelf marine polyester gelcoat or automotive paints which are not suited for chlorine water immersion or abrasion from riders and, as a result, these coatings prematurely fade, chalk, turn yellow and peel after one season.

You can be sure that your slides will be resurfaced and protected with the most technologically advanced coating system in the water park industry today. We guarantee our coatings will protect your water slides for years to come (see Limited Product Warranty on our website at [www.SlideRenu.com](http://www.SlideRenu.com) to view a copy online).

#### **F. Optional Repairs, Services & Colors**

During the course of our work, we may recommend other repairs to your slides for safety and structural reasons that are outside the scope of work defined in Exhibit A. You are under no obligation to accept any of our recommendations and we will not move forward on any of our recommendations without written approval from you.

Optional costs, IF NOT LISTED in Exhibit A., will be charged at the following on-site job rates:

- Re-Caulk Interior Joints: \$35/Seam.
- Permanently Seal Seams with PermaSeam™ Seamless Fiberglass System: \$ 300/Seam (36" width) PermaSeam™ is backed by a 3-YEAR WORKMANSHIP WARRANTY and a 5-YEAR, NO-LEAK GUARANTEE. Please Contact Us for a Custom PermaSeam™ Quotation.
- Additional Repairs Using Fiberglass Resin/Gelcoat: \$ 175/Hour/Technician (Includes Materials). PLEASE NOTE: Water slides 20+ years old and/or water slides that have been recoated or repainted numerous times typically require structural fiberglass repairs which cannot be determined until we are on-site. We will provide you with a quotation prior to undertaking any work we recommend outside the original scope of work contained in Exhibit A.

A custom color match fee of \$ 200/color may apply if you choose a color that is not on our standard Color Chart (See Attached Exhibit B). Please indicate your color selection on the Color Selection Approval Form – Exhibit D.

#### **G. Optional Annual Maintenance Contract**

If you don't have sufficient in-house resources to get your slide ready for opening day or to properly close down your slide at the end of the season, we can provide you with an annual maintenance contract. The scope of work includes cleaning, descaling, polishing, high-speed waxing all interior surfaces, re-caulking all ride path seams and repairing minor interior surface imperfections with fiberglass polyester resin. Discounts are available for multi-year contracts. If not included as part of our overall proposal, please contact us for a custom quote.

#### **H. Work Completion Time**

Our work completion time estimates are contingent upon a minimum of 8 hours/day of unrestricted access to the job site, complete shutdown of the waterslide and pool/deck to all guests, uninterrupted supply of service utilities and suitable weather conditions for applying caulking, coatings and other temperature sensitive materials. Customer is responsible for providing waste removal bins.

PLEASE NOTE: The actual start date of your project may be affected by weather conditions on projects started prior to your estimated start date. Additionally, weather conditions at your project site might affect the estimated start date of your project. So, we ask for your patience on the timing of your project, however, we will do everything possible to complete your project prior to your opening day.

#### **I. Payment Terms**

Due to upfront financial commitments with other vendors associated in this project, our standard payment terms are; (1) 50% down payment and (2) balance due upon completion of the project and delivery of our invoice. A 4% credit card processing fee will be assessed on the total amount charged when paying by credit card. If a 50% down payment cannot be made due to policy, then we will deliver and invoice the customer for materials shipped to the job site. Payment terms for the materials are NET 10 Days after receipt of the shipment.

If the project cannot be completely finished due to weather or other mitigating circumstances but the slide is put into operation, then the customer may hold-back up to 10% of the total project price until the open punch list items are completed by our certified applicator.

If the project is cancelled by the customer for any reason, the customer agrees to pay for all the custom-made coatings, surface prep products shipped to the job site and 10% of the total project value as indicated on Exhibit A. to compensate the certified applicator for loss of profit due to the cancellation.

#### **J. Prices & Terms Validity**

The prices and terms quoted in this proposal are subject to acceptance by an authorized representative and are valid until 1 March 2024.

#### **K. Insurance**

If requested, SlideRenu will furnish a Certificate of Commercial General Liability & Worker's Compensation Insurance evidencing such coverage and naming the contract holder as an additional insured beneficiary.

#### **L. Standard Warranty**

SlideRenu will provide a THREE (3) YEAR interior and FIVE (5) YEAR exterior warranty at the completion of the project which warrants the PERFORMANCE OF THE COATINGS used on the project against excessive; color fading, loss of gloss and chalking. YOU MUST PROVIDE SUFFICIENT PROOF THAT THE INTERIOR RIDE PATH HAS BEEN WAXED WITH A POLYMER WAX SUCH AS OUR SLIDEWAX AT LEAST ONCE DURING THE OPERATING SEASON IN ORDER FOR THE WARRANTY TO BE VALID.

If the product fails to perform in this manner, SlideRenu will, at its sole option, replace only the coatings which have failed with SlideRenu® brand or customer-specified coatings at no-charge or reimburse the customer for purchasing replacement coatings up to \$300/gallon. RE-APPLICATION LABOR IS NOT INCLUDED IN OUR PRODUCT WARRANTY.

The WORKMANSHIP WARRANTY is ONE (1) YEAR from the completion date of the project and covers the delamination, blistering and cracking of the coatings. In the event the coating fails, we will

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PROPOSAL #210292P.1.24.CITY OF BEACHOOD.OH.WS.1

Page 6 of 13

repair the areas affected in accordance with the process described in Section A.1. at no-charge, or at our sole option, reimburse the customer for the cost of repairing the damaged area(s) based on the average of three (3) independent painting contractor quotes. All warranty claims must be made in writing within the proper allotted time period and will be settled by SlideRenu within a reasonable amount of time. Refer to our detailed Warranty posted on our website or you may request a copy by contacting us at Sales@SlideRenu.com

SURFACE CHIPS, GOUGES, GASHES, ETC. ARE CAUSED BY IMPROPER BATHING SUIT ATTIRE AND/OR ABRASIVE RAFT RIDING SURFACES AND ARE NOT COVERED UNDER THE WORKMANSHIP WARRANTY. WEAR AND TEAR CAUSED BY BEACH SAND TRANSPORTED BY RIDERS IS ALSO NOT COVERED UNDER THE WORKMANSHIP WARRANTY.

INTERIOR AND EXTERIOR SURFACES THAT HAVE BEEN PREVIOUSLY COATED AFTER THE INITIAL INSTALLATION ARE NOT COVERED UNDER OUR WORKMANSHIP OR PRODUCT WARRANTY UNLESS THE EXISTING COATING IS COMPLETELY REMOVED TO BARE FIBERGLASS AND IS INCLUDED IN THE SCOPE OF WORK ON EXHIBIT A.

**M. Project Sign-Off and Final Acceptance of Work Product**

Our certified applicator will make arrangements with the person(s) authorized to perform the final walk through, accept the final work product and to identify any deficiencies to be corrected before we leave the job site. If the authorized person fails to meet with our certified applicator at the pre-arranged time to execute the Sign-Off Sheet (Refer to Exhibit C), the project will be deemed to be accepted by the customer and our certified applicator will leave the job site. If requested by the customer to return to the job site to perform a final walk-thru after the certified applicator leaves the job-site, an additional mobilization fee may be charged.

The person(s) authorized to execute the Sign-off Sheet are listed below:

<b>NAME</b>	<b>TITLE – PHONE NUMBER</b>
<b>NAME</b>	<b>TITLE – PHONE NUMBER</b>

**N. Proposal Acceptance**

Please SIGN BELOW to accept this proposal and send us your color choice(s) so we can begin to manufacture the custom coating as indicated on the COLOR SELECTION APPROVAL SHEET.

Your signature on this proposal creates a legal and binding contract, the terms which are provided herein. Modification to the provisions contained above may be made upon written acceptance by both parties. Furthermore, your acceptance gives us permission to use any before, in progress and after pictures of any of the slides we service at your facility in our advertising/marketing materials.

\*\*\*\*\*

# PROPOSAL ACCEPTANCE

\*\*\*\*\*

I, a duly authorized representative of the customer, hereby agree to the contractual provisions contained in this proposal and will submit a binding purchase order evidencing our acceptance of the price, payment terms and scope of work contained in this proposal.

\_\_\_\_\_  
Customer Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\*\*\*\*\*

If you have any questions regarding this proposal, please don't hesitate to contact me. We look forward to working with you to restore, protect and extend the life of your water park's most vital assets.

Regards,  
*George M. Fischer*  
President



## FIRST CHOICE FOR WATER PARKS



**EXHIBIT B**  
**Standard Colors**

# SlideRenu®

**ColorShield™ UV4 PolySilox GELCOAT**  
**COLOR CHART**



Colors represented are ink reproductions and should be used as guides for reference purposes only. ACTUAL COLORS can vary slightly in appearance due to slide location, lighting and surface textures. Contact SlideRenu® if you need an actual swatch.

AquaShield Products, LLC  
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***There is an additional \$ 200 charge for custom colors.***

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# EXHIBIT C

## Notice of Completion Project Sign-Off Sheet

<b>SlideRenu</b>		
<b>NOTICE OF COMPLETION</b>		
<b>Project Sign-Off Sheet</b>		
Customer:		Job Site Address:
Contact:		
Scope of Work:		
<b>WATER SLIDE RESURFACING</b>	<b>APU &amp; TOWER RE-PAINTING</b>	<b>WATER SLIDE RESTORATION</b>
Proposal #:	Proposal #:	Proposal #:
1. Color Match Acceptable 2. SlideRenu® Coating System Applied 3. Gloss / Shine Acceptable 4. Coating Adhesion Adequate 5. Smooth & Safe Interior Surface 6. Fiberglass Repairs Completed 7. Joints Caulked 8. Work Area Clean 9. Final Wet Inspection Completed 10. Other -	1. Color Match Acceptable 2. SlideRenu® Coating System Applied 3. Gloss / Shine Acceptable 4. Coating Adhesion Adequate 5. Rust Converter/Inhibitor Applied 6. Stair Treads Cleaned 7. Non-Skid Coating / Tape Applied 8. Work Area Clean 9. Other - 10. Other -	1. White Chlorine Haze Removed 2. Calcium Build-up Removed 3. Gloss / Shine Acceptable 4. Smooth & Safe Interior Surface 5. Fiberglass Repairs Completed 6. Joints Caulked 7. Final Wet Inspection Completed 8. Work Area Clean 9. Other - 10. Other -
TOUCH-UP KIT PROVIDED	TOUCH-UP KIT PROVIDED	MAINTENANCE PROGRAM PROVIDED
PRODUCT SAMPLE KIT PROVIDED	PRODUCT SAMPLE KIT PROVIDED	PRODUCT SAMPLE KIT PROVIDED
<b>SlideRenu® Certified Applicator</b>		
Print Name:		Completion Date:
Signature:		
<b>COMMENTS</b>		
<i>I certify that the work completed by SlideRenu® has been done to my complete satisfaction. I AGREE NOT TO OPERATE UNTIL:</i> <b>WATER SLIDE : 72 hours _____ Date      AQUATIC PLAY UNIT or TOWER 48 hours _____ Date</b> <i>Operating any of these pieces of aquatic equipment will cause the coatings to delaminate from the substrate and VOID the warranty.</i>		
<b>CUSTOMER REPRESENTATIVE®</b>		
Print Name:		Title:
Signature:		
<small>*NOTE: I acknowledge that I have full and final authority to accept, reject or comment on the work performed.          SlideRenu - 33941 Pa. Hill Parkway, Unit B4, Avon Lake, Ohio 44022 - P: 440.630.2400 F: 440.634.5100</small>		

**EXHIBIT D**  
**Color Selection Approval Sheet**

**SlideRenu®**  
**COLOR SELECTION APPROVAL SHEET**

Customer Name \_\_\_\_\_

#	SLIDE/FEATURE NAME	INTERIOR COLOR		EXTERIOR COLOR	
		COLOR NUMBER	COLOR NAME	COLOR NUMBER	COLOR NAME
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

# SlideRenu®

## CUSTOMER REFERENCES

### WATER SLIDES / FIBERGLASS REPAIRS

- Aquatica – SeaWorld, Orlando, Florida – Greg Benoit, 407.370.1536, [greg.benoit@seaworld.com](mailto:greg.benoit@seaworld.com)
- Busch Gardens, Tampa, Florida – Brandon Thom, 813.987.5678, [brandon.thom@buschgardens.com](mailto:brandon.thom@buschgardens.com)
- Robe Construction, Chicago, Illinois – Declan Mulcrone, 773.600.6650, [declan@robeinc.com](mailto:declan@robeinc.com)
- Pensacola Christian College, Pensacola, Florida – Matt Ivy, 850.418.3694, [mivy@pcci.edu](mailto:mivy@pcci.edu)
- Sweetwater Pools, Tucker, Georgia – JJ Deroy, 770.939.5757, [jderoy@sweetwaterpools.net](mailto:jderoy@sweetwaterpools.net)
- Mayport Naval Base, Millington, Tennessee – Jim Stavrides, 901.874.6923, [jammers.srvides@navy.mil](mailto:jammers.srvides@navy.mil)

### AQUATIC PLAY FEATURES / WATER SLIDE TOWERS

- City of New Albany, Indiana – Alicia Meredith, 812.949.5448, [ameredith@cityofnewalbany.com](mailto:ameredith@cityofnewalbany.com)
- Connerton Community HOA, Land O Lakes, Florida – Tasha McAlister, 813.600.1100, [tmcalister@greenacre.com](mailto:tmcalister@greenacre.com)
- Circus Circus Resort, Las Vegas, Nevada – Greg Nuckoles, 702.794.3794, [gnuckoles@circuscircus.com](mailto:gnuckoles@circuscircus.com)
- City of Mount Vernon, Mount Vernon, Ohio – Scott Zimmerman, 740.501.8472, [sezimmerman1985@gmail.com](mailto:sezimmerman1985@gmail.com)
- City of Beachwood, Beachwood, Ohio – Frank Vicchiarelli, 216.292.1970, [frank.vicchiarelli@beachwoodohio.com](mailto:frank.vicchiarelli@beachwoodohio.com)

### SLIDEPADS – EDGEPADS – SOFT FOAM PLAY FEATURES

- Recreation Supply, Bismarck, North Dakota - Tom Quinlan, 701.221.9330, [tom@recsupply.com](mailto:tom@recsupply.com)
- Horizon Pool Supply, Arden Hills, Minnesota – Phil Forester, 651. 917.3075, [phil.forester@horizonpoolsupply.com](mailto:phil.forester@horizonpoolsupply.com)
- WMS Aquatics, Ellensburg, Washington - Isabel Robertson, 509.925.4462 x802, [isabel@wmsaquatics.com](mailto:isabel@wmsaquatics.com)

### BULKHEADS / SWIM WALLS

- Chesterton High School, Chesterton, Indiana – Quint Yarber, 219-983-3615, [qyarber@duneland.k12.in.us](mailto:qyarber@duneland.k12.in.us)

### MAINTENANCE PROGRAMS / PRODUCTS

- City of Rockville, Rockville, Maryland – Michael Capotosto, 240.314.8754, [mcapotosto@rockvillemd.gov](mailto:mcapotosto@rockvillemd.gov)
- Anthem Parkside at Merrill Ranch, Arizona – Ray Swinton, 520.723.6652, [ray.swinton@ouranthemmr.net](mailto:ray.swinton@ouranthemmr.net)
- Shearwater Community, St. Augustine, Florida – Jill Flores, 904.342.3737, [jill@myshearwater.com](mailto:jill@myshearwater.com)
- City of Avon Lake, Avon Lake, Ohio – Erin Fach, 440.930.4125, [EFach@avonlake.org](mailto:EFach@avonlake.org)
- City of Casa Grande, Casa Grande, Arizona – Aaron Walters, 520.421.8677 x4410, [aaronwalters@casagrandeaz.gov](mailto:aaronwalters@casagrandeaz.gov)
- Carnival Cruise Lines, Miami, Florida – Janet Reeves, 954.558.5918, [jreeves2@carnival.com](mailto:jreeves2@carnival.com)

Please visit our websites to view before and after pictures of our projects and installations

[www.SlideRenu.com](http://www.SlideRenu.com) [www.AquaticPads.com](http://www.AquaticPads.com)

Rachel Maloney – Customer Service: 614.948.2554

1 September 2022

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PROPOSAL #210292P.1.24.CITY OF BEACHOOD.OH.WS.1

Page 13 of 13

INTRODUCED BY: J. DeLong

ORDINANCE NO. 2024-35

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE ONE (1) POWERLOAD COT FROM STRYKER FOR THE CITY OF BEACHWOOD, OHIO FIRE & RESCUE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Beachwood, Ohio Fire & Rescue Department with the assistance of the Finance Director, has applied for and received a Workers Compensation Grant from the Bureau of Worker's Compensation in an amount of Twenty-Two Thousand One Hundred Forty Six Dollars and Seventy Four Cents (\$22,146.74); and

WHEREAS, the Fire Chief has requested permission to purchase one (1) PowerLoad Cot in an amount not to exceed Twenty-Nine Thousand Five Hundred Twenty-Eight Dollars and Ninety Eight Cents (\$29,528.98) from Stryker using the awarded Grant monies, for the City of Beachwood, Ohio Fire & Rescue Department; and

WHEREAS, after Grant monies are applied to this purchase, the City's responsibility will be the remaining Seven Thousand Three Hundred Eighty-Two Dollars and Twenty-Four Cents (\$7,382.24).

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

Section 1: The Mayor is hereby authorized and directed to apply the Grant monies awarded from the Bureau of Worker's Compensation Workers Compensation Grant in an amount of Twenty-Two Thousand One Hundred Forty Six Dollars and Seventy Four Cents (\$22,146.74) to purchase of one (1) PowerPro Cot from Stryker in accordance with the attached quote in a total amount not to exceed Twenty-Nine Thousand Five Hundred Twenty-Eight Dollars and Ninety Eight Cents (\$29,528.98).

Section 2: The Mayor is hereby authorized and directed to pay the remaining balance for the purchase of one (1) PowerPro Cot from Stryker in an amount not to exceed Seven Thousand Three Hundred Eighty-Two Dollars and Twenty-Four Cents (\$7,382.24).

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 and the efficient operation of the City, and for the further reason it is necessary to purchase this unit at the earliest time in order that the City has the ability to continue to provide safe and reliable safety/rescue service to its residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

  
Clerk

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

  
Mayor

## INTEROFFICE MEMO

**TO:** Mayor Berns  
**FROM:** Steven M. Holtzman, Chief  
**DATE:** January 23, 2024  
**SUBJECT:** Cot Load system

Mayor Berns,

As we move forward with the construction of our new rescue squad, and the long build times that we are experiencing, we will be keeping 5 squads in our fleet. This should increase their length of service and allow for more flexibility with maintenance rotations. Currently we have 4 cot load systems and would need a 5 load system for the newest rescue squad. With the Help of Director Heiser we applied for a workers comp grant to assist with the purchase of the load system. We were successful in obtaining that grant and were awarded \$22,146.74 towards the purchase. The current cost for the Load system is \$29,528.98 and the cost to the City will be \$7382.24. We will have this item shipped directly to the factory and it will be installed during the build. Please feel free to contact me with any questions that you may have.

Respectfully Submitted





## Beachwood FD - PowerLOAD for BWC

Quote Number: 10841110

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308  
Chicago, IL 60673-3308

Prepared For: CITY OF BEACHWOOD FIRE AND RESCUE  
Attn: Michael Iacobucci  
michael.iacobucci@beachwoodohio.com  
(216) 464-1212

Rep: Jason Roberts  
Email: jason.c.roberts@stryker.com  
Phone Number: (330) 697-4428  
Mobile: (330) 697-4428

Quote Date: 12/27/2023

Expiration Date: 01/27/2024

Contract Start: 10/31/2023

Contract End: 10/30/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF BEACHWOOD FIRE AND RESCUE	Name:	CITY OF BEACHWOOD FIRE AND RESCUE	Name:	CITY OF BEACHWOOD FIRE AND RESCUE
Account #:	20126190	Account #:	20126190	Account #:	20126190
Address:	2655 RICHMOND RD BEACHWOOD Ohio 44122-1755	Address:	2655 RICHMOND RD BEACHWOOD Ohio 44122-1755	Address:	2655 RICHMOND RD BEACHWOOD Ohio 44122-1755

### Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	PCE	1	\$29,164.42	\$29,164.42
Equipment Total:						\$29,164.42

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$364.56
<b>Grand Total:</b>	<b>\$29,528.98</b>

**Comments:**

Prices: In effect for 30 days

Terms: Net 30 Days



## Beachwood FD - PowerLOAD for BWC

Quote Number: 10841110

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Prepared For: CITY OF BEACHWOOD FIRE AND RESCUE  
Attn: Michael Iacobucci  
michael.iacobucci@beachwoodohio.com  
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Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Jason Roberts

Email: jason.c.roberts@stryker.com

Phone Number: (330) 697-4428

Mobile: (330) 697-4428

### Terms and Conditions:

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

## Steven Holtzman

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**From:** Larry Heiser  
**Sent:** Friday, January 5, 2024 1:26 PM  
**To:** Steven Holtzman; Matthew Domonkos  
**Cc:** Brittany Rutkowski; Justin Berns  
**Subject:** FW: Incident: 231201-000010

Some good news

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**From:** Ohio BWC Safety Grants and Programs <safetygrants@bwc.state.oh.us>  
**Sent:** Friday, January 5, 2024 1:18 PM  
**To:** Larry Heiser <Larry.Heiser@beachwoodohio.com>  
**Subject:** Incident: 231201-000010

\*\*\*City of Beachwood Notice \*\*\* This e-mail is from an external source. Think before you click links or open attachments.



## Bureau of Workers' Compensation

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### Response

Dear Employer,

Congratulations! We have approved City of Beachwood's application for the Safety Intervention Grant in the amount of \$ 22146.74. You may now make your purchase.

You should receive your award within six weeks from the date of this letter. If you enrolled in electronic funds transfer (EFT), expect a direct deposit into the account specified on your vendor information form.

We have approved the following equipment under this grant award as detailed in the attached approved grant budget:

Cot loading equipment

**\*\* Please DO NOT STRAY FROM THE BUDGET**, be advised that you may not use grant money for safety intervention equipment that has already been purchased. This includes any or all of the following procurement activities: Ordered equipment; Received equipment; Received paid equipment. If you make the purchase/payment prior to receipt of this letter, BWC will consider the purchase retroactive and BWC may request return of the funds.

You must complete the action steps as listed below. All of them should be completed within the [BWC Grant Management Portal](#):

- **Within 120 days** after the grant check or EFT, purchase and implement the approved intervention equipment/services.
- **Within 120 days** after the grant check or EFT, submit proof of spending and purchase documentation for all approved equipment/services.
- **Within one year** after the equipment is placed into service, complete the required case study.

Lastly, please ensure that when submitting your proof of spending and proof of payment documentation that your **invoice** is exact to the **quote** previously submitted. Including items that were not pre-approved in this grant or significantly changing their descriptions could delay the reconciliation process.

If you have any questions or concerns, please contact Safety Grants via [The Ohio BWC Grant Management Portal](#). Thank you for taking the initiative to provide a safe work environment for your employees.

Sincerely,

Bernard J. Silkowski  
Superintendent, Division of Safety & Hygiene

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**Subject**

**Safety Intervention Grant Application**

Auto-Response By (Administrator) (01/05/2024 01:17 PM)

Dear Employer,

Congratulations! We have approved City of Beachwood's application for the Safety Intervention Grant in the amount of \$ 22146.74. You may now make your purchase.

You should receive your award within six weeks from the date of this letter. If you enrolled in electronic funds transfer (EFT), expect a direct deposit into the account specified on your vendor information form.

We have approved the following equipment under this grant award as detailed in the attached approved grant budget:

Cot loading equipment

**\*\* Please DO NOT STRAY FROM THE BUDGET**, be advised that you may not use grant money for safety intervention equipment that has already been purchased. This includes any or all of the following procurement activities: Ordered equipment; Received equipment; Received paid equipment. If you make the purchase/payment prior to receipt of this letter, BWC will consider the purchase retroactive and BWC may request return of the funds.

You must complete the action steps as listed below. All of them should be completed within the [BWC Grant Management Portal](#):

- **Within 120 days** after the grant check or EFT, purchase and implement the approved intervention equipment/services.
- **Within 120 days** after the grant check or EFT, submit proof of spending and purchase documentation for all approved equipment/services.
- **Within one year** after the equipment is placed into service, complete the required case study.

Lastly, please ensure that when submitting your proof of spending and proof of payment documentation that your **invoice** is exact to the **quote** previously submitted. Including items that were not pre-approved in this grant or significantly changing their descriptions could delay the reconciliation process.

If you have any questions or concerns, please contact Safety Grants via [The Ohio BWC Grant Management Portal](#). Thank you for taking the initiative to provide a safe work environment for your employees.

Sincerely,

Bernard J. Silkowski  
Superintendent, Division of Safety & Hygiene

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Auto-Response By (Administrator) (12/29/2023 09:11 AM)

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Dear Employer,

We have completed our initial review of your application for the Safety Intervention Grant. At this time, your application has been submitted for a decision. Once a decision has been made you will receive an email stating your application approval or denial. During this time, please ensure all proper documentation has been submitted to Ohio Shared Services to establish your Supplier ID# and EFT. If you are approved and we do not have this information, it will result in a delay in the fund disbursement process.

Thank you,  
BWC Safety Grants Department

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Response By Email (cherry.marlene) (12/19/2023 01:56 PM)

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Good Afternoon,

Upon reviewing you application, the following item needs to be addressed.

- The address on the quote has to match the address on the application. Please upload an updated quote for processing.

Thank you  
Marlene  
614-728-3448

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Auto-Response By (Administrator) (12/01/2023 11:01 AM)

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Dear Employer,

Thank you for submitting your Safety Intervention Grant application. You will be notified, once we have completed our initial review of your application.

Should your application be approved, you will need to ensure you are registered with the State of Ohio with an active Supplier ID# for any awarded funds to be distributed.

To obtain a supplier ID number, please complete the following steps:

1. Register in [OH|ID](#), by creating an account with a username/password that can be used for the Supplier Portal. Click on Sign Up or Create New Account to set up an account in OH|ID. OH|ID is the official identity management solution for all State of Ohio systems. Your OH|ID can be used to access a variety of the state's online applications. It delivers a secure and private experience for users during online interactions with the state.

2. Using your OH|ID username/password, access the [Ohio Supplier Portal](#), to obtain a supplier ID number. During the registration process, you will enter your business information (Name, Tax ID #, address, contact info and banking information for direct deposit of your grant award).

3. After you complete your online registration, you will see a page that will provide your registration id. Please keep it for your records, or when communicating with Ohio Shared Services.

\*\*\*Please note, your registration id is not your supplier ID.\*\*\*

4. Please allow up to 10 business days for the Office of Budget and Management to review your submission. Upon successful review/setup, you will receive an email with your supplier id.

5. You must activate your EFT Payment Authorization form within the [Ohio Supplier Portal](#)

For additional information on this and other grant opportunities, please visit our [BWC Grants webpage](#). If you have any further questions, please contact Safety Grants via [The Ohio BWC Grant Management Portal](#) .

Thank you,  
BWC Safety Grants Department

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#### **Ohio Bureau of Workers' Compensation**

**Vision:** To transform BWC into an agile organization driven by customer success.

**Mission:** To deliver consistently excellent experiences for each BWC customer every day.

**Core Values:** One Agency, Personal Connection, Innovative Leadership, Relentless Excellence.

Established in 1912, the Ohio Bureau of Workers' Compensation is the exclusive provider of workers' compensation insurance in Ohio and serves 249,000 public and private employers. With nearly 1,600 employees and assets of approximately \$21 billion, BWC is one of the largest state-run insurance systems in the United States. For more, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov).

Stay Connected with Ohio Bureau of Workers' Compensation:



INTRODUCED BY: J. Taylor

ORDINANCE NO. 2024-36

AN ORDINANCE EXTENDING THE SCHOOL FACILITIES USAGE AGREEMENT THROUGH MARCH 31, 2024; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has previously extended the School Facilities Usage Agreement through February 29, 2024; and

WHEREAS, the Administration continues to negotiate the renewal of the School Facilities Usage Agreement and to review the proposed terms of the Agreement with Council; therefore, the Administration has requested to once again extend the Agreement through March 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 Mayor, City Council hereby extends the School Facilities Usage Agreement through March 31, 2024.

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 this software is readily available to the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 20<sup>th</sup> day of February, 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 February, 2024.

  
\_\_\_\_\_  
Clerk

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

  
\_\_\_\_\_  
Mayor