

**Beachwood City Council**  
**MEETING AGENDA**  
**MONDAY, AUGUST 6, 2018 7:00 PM**  
**at Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood**

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

1. Roll Call.
2. Reports: (a) Mayor  
(b) Council Members (Non-Agenda Items)  
(c) Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each)
4. Approval of Minutes

Approval of the Minutes of the Public Works Committee Meeting held on April 16, 2018.

Approval of the Minutes of the Finance and Insurance Committee Meeting held on April 23, 2018.

Approval of the Minutes of the Regular Council Meeting held on July 16, 2018.

- |     |  |   |
|-----|--|---|
| 5.  | Committee of the Whole<br>Ordinance No. 2018-129             | An Ordinance authorizing the Mayor to enter into a Master Services Agreement with CivicPlus, Inc. for the purchase, implementation and deployment of the CivicClerk System; and declaring this to be an urgent measure  |
| 6.  | Committee of the Whole<br>Ordinance No. 2018-130             | An Ordinance authorizing the mayor to enter into an Amended Agreement with Clemans, Nelson & Associates, Inc.; and declaring this to be an urgent measure   |
| 7.  | Finance and Insurance Committee<br>Ordinance No. 2018-128    | An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services; and declaring this to be an urgent measure  |
| 8.  | Finance and Insurance Committee<br>Ordinance No. 2018-131    | An Ordinance declaring five (5) used City vehicles previously used by the City's Service Department as surplus property no longer needed for a public use and authorizing the Mayor to dispose of the five (5) used City vehicles via an Internet Auction Listing Service; and declaring this to be an urgent measure                     |
| 9.  | Legal and Personnel Committee<br>Ordinance No. 2018-132      | An Ordinance consenting to a First Amendment to the Declaration of Restrictions amending Section 4 to permit the operation of a prototypical City Barbeque restaurant that is not "Full Service," and will have take-out sales in excess of five percent (5%) of the restaurant's total sales; and declaring this to be an urgent measure |
| 10. | Legal and Personnel Committee<br>Ordinance No. 2018-133      | An Ordinance enacting new Chapter 148 of the Codified Ordinances of the City of Beachwood establishing the Department of Human Resources; and declaring this to be an urgent measure  |
| 11. | Safety and Public Health Committee<br>Ordinance No. 2018-134 | An Ordinance declaring one (1) 2014 Ford Expedition previously used by the City's Police Department as surplus property no longer needed for a public use and authorizing its sale to the City of South Euclid, Ohio in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure                  |

**Page Two**  
**City Council Meeting Agenda**  
**August 6, 2018**

- |     |  |   |
|-----|--|---|
| 12. | Safety and Public Health Committee<br>Ordinance No. 2018-135 | An Ordinance authorizing the Mayor to purchase three (3) 2019 Ford Explorer Police Interceptor Utility Vehicles for the City of Beachwood, Ohio Police Department from Lebanon Ford, Inc., further waiving competitive bidding; and declaring this to be an urgent measure                                  |
| 13. | Committee of the Whole<br>Ordinance No. 2018-121             | An Ordinance approving amendments to the City Charter and providing for their submission to the Electors of the City of Beachwood, Ohio at the November General Election; and declaring this to be an urgent measure<br><b>Placed on First Reading and referred to Town Hall Meeting:<br/>July 16, 2018</b> |

**\*\*\*PENDING\*\*\***

- |    |  |  |
|----|--|--|
| 1. | Planning and Zoning Committee<br>Ordinance No. 2018-94 | An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144, and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333 <b>Placed on First Reading and referred to P&amp;Z: May 7, 2018</b> |
|----|--|--|



INTRODUCED BY:

ORDINANCE NO. 2018-129

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH CIVICPLUS, INC. FOR THE PURCHASE, IMPLEMENTATION AND DEPLOYMENT OF THE CIVICCLERK SYSTEM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, CivicPlus, Inc., d/b/a CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include, but are not limited to, interfaces and portals and proprietary software systems for agenda management and minutes; and

WHEREAS, the City wishes to engage in a relationship with CivicPlus for an agenda management and minutes system known as CivicClerk.

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

Section 1: Council hereby authorizes and directs the Mayor to enter into a Master Services Agreement with CivicPlus, Inc. for the purchase, implementation and deployment of an agenda management and minutes system known as CivicClerk. A copy of the Master Services Agreement is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City and for the further reason that the purchase, implementation and deployment of the CivicClerk system may occur 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 6<sup>th</sup> day of August, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7<sup>th</sup> day of August, 2018.

---

Clerk

Approval: I have approved this legislation this 7<sup>th</sup> day of August, 2018, and filed it with the Clerk.

---

Mayor



## Master Services Agreement

**THIS Master Services Agreement ("Agreement")** is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Beachwood, OH ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

### RECITALS

**WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

**WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

**WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

### Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

### Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

### Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

### Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.



## Master Services Agreement for **Beachwood, OH**

12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

### **Intellectual Property & Ownership**

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

### **Indemnification**

14. To the extent permitted by the law of Client's state, CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

### **Liabilities**

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

### **Force Majeure**

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **Taxes**

21. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.



#### Other Documents

22. The following are to be attached to and made part of this Contract:
- a. Exhibit A - Statement(s) of Work.
23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
- a. This Master Services Agreement;
  - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

#### Interlocal Purchasing Consent

24. This Agreement and any attached SOWs may be extended to any public entity in the State of Ohio to purchase at SOW prices in accordance with the terms stated herein.

#### Miscellaneous Provisions

25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
26. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

#### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

**Client**

**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



## Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal  
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal  
Code

Tax ID #

Sales Tax  
Exempt #

Billing Terms

Account  
Rep

Info Required on Invoice (PO or Job #)

**Contract Contact**

Email

Phone

Ext.

Fax

**Project Contact**

Email

Phone

Ext.

Fax

**Exhibit A.1 – CivicClerk Statement of Work #1**

All Quotes are in US Dollars and Valid for 30 Days from July 16, 2018

**Project Development and Deployment**

- Implementation and configuration of **CivicClerk** system, including:
  - Up to 7 Boards
  - Agenda Management
  - Minutes Module **\$5,425**
  - Citizen and Board Portal
  - Up to 4 hours of Virtual training for up to 6 Client staff members
  - Up to 1 hour Virtual Consulting
  - First Year Annual Services

<b>Total Fees Year 1</b>	<b>\$5,425</b>
--------------------------	----------------

<b>Annual Services (Continuing CivicClerk Enhancements, Maintenance, Support and Hosting)</b>	<b>\$3,600</b>
---	----------------

<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>	
---	--

<b>Total Annual Services</b>	<b>\$3,600</b>
------------------------------	----------------

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at signing of this SOW #1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
5. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to Client's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.
6. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted to CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
7. The service(s) are provided on an "as is" basis, and Client's use of the service(s) is at its own risk. CivicPlus does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.
8. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

**Client**

**CivicPlus**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Addendum 1 to Exhibit A.1 - Project Development Division of Work

---

### Phase 1 – Introduction and Initial Configuration

#### CLIENT RESPONSIBILITY

- Complete the implementation questionnaire
- Provide Word versions of your agendas and item reports

#### CIVICPLUS RESPONSIBILITY

- Create a production site request and assign a PL request in JIRA
- Reach out to Client to explain the Implementation plan
- Schedule and conduct a kick-off call with Client, if requested
- Once supplied Word versions of the agendas and item reports, configure the templates in the system
- Input questionnaire data

---

### Phase 2 – Initial Review

#### CLIENT RESPONSIBILITY

- Be prepared to schedule a call for system review
- Provide feedback on any needed changes

#### CIVICPLUS RESPONSIBILITY

- Schedule and conduct a first look call with Client.
- Provide any template changes needed to CivicPlus.

---

### Phase 3 – Final Configuration and Review

#### CLIENT RESPONSIBILITY

- Provide a list of users
- Provide any additional feedback and changes

#### CIVICPLUS RESPONSIBILITY

- Enter user list with appropriate security settings
- Make necessary changes to templates and configuration

---

### Phase 4 – Training

#### CLIENT RESPONSIBILITY

- Schedule a presentation for administrator training
- Schedule a presentation for end user training

#### CIVICPLUS RESPONSIBILITY

- Schedule and conduct administrator and end user trainings

---

### Phase 5 (As Needed) – Additional Services

#### CLIENT RESPONSIBILITY

- Provide Word versions of your most recent minutes
- Provide a list of your Board/Council members
- Schedule a 30 minute call for minutes training
- Schedule a 30 minute call for BoardView training

#### CIVICPLUS RESPONSIBILITY

- Once supplied Word versions of the minutes, configure the templates in the system
- Schedule and conduct minutes training
- Schedule and conduct BoardView training



AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH CLEMANS, NELSON & ASSOCIATES, INC.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City desires to continue to retain Clemans, Nelson & Associates, Inc. for consulting services; and

WHEREAS, Clemans, Nelson & Associates, Inc., will provide the City of Beachwood consulting services in labor, employment, and other areas as might be requested.

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

Section 1: The Mayor is hereby authorized to enter into an amended agreement with Clemans, Nelson & Associates, Inc. for additional services to be provided in the amount of Five Thousand Dollars and No Cents (\$5,000.00) for a total adjusted amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00).

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

Section 3: This Ordinance is declared to be an emergency 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 this Ordinance is required to be immediately effective to provide for the services herein referred to; 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 6th day of August, 2018 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of August, 2018.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 7th day of August, 2018 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

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:

<b>For Supplies and Services</b>	<b>August 6, 2018</b>	<b>\$36,353.13</b>
Fisher Phillips	Legal Services	\$648.00
G. Gifford Dyer	Plan Review Services	\$1,043.75
GPD Associates	Engineering Services	\$13,406.50
Paul Kowalczyk	Plan Review Services	\$1,168.97
Lemay, Erickson, Willcox	Professional Services	\$16,027.57
Thomas J. Nowell	Legal Services	\$1,801.96
Tactical Planning	Engineering Services	\$1,150.00
Michael H. Wildermuth	Plan Review Services	\$1,106.38

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 6th day of August 2018 and presented to the Mayor.

---

Clerk

Approval: I have approved this legislation this 7th day of August and filed it with the Clerk.

---

Mayor

AN ORDINANCE  
AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR  
PROFESSIONAL AND OTHER SERVICES

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

<b>For Supplies and Services</b>	<b>August 6, 2018</b>	<b>\$36,353.13</b> <i>2AH</i>
Fisher Phillips	Legal Services	\$648.00
G. Gifford Dyer	Plan Review Services	\$1,043.75
GPD Associates	Engineering Services	\$13,406.50
Paul Kowalczyk	Plan Review Services	\$1,168.97
Lemay, Erickson, Willcox	Professional Services	\$16,027.57
Thomas J. Nowell	Legal Services	\$1,801.96
Tactical Planning	Engineering Services	\$1,150.00
Michael H. Wildermuth	Plan Review Services	\$1,106.38

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 6th day of August 2018 and presented to the Mayor.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 7th day of August and filed it with the Clerk.

\_\_\_\_\_  
Mayor

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

July 3, 2018

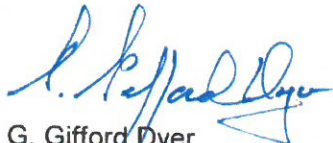
City of Beachwood  
Accounts Payable  
25325 Fairmount Blvd.  
Beachwood, OH 44122

Re: Building Department  
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of June 2018	\$1,043.75
(Cost breakdown sheet attached)	
Total amount due	\$1,043.75

Thank You,

  
G. Gifford Dyer

APPROVED FOR PAYMENT - Bldg.  
BY: W9  
DATE: 7/5/18  
P/O: \_\_\_\_\_

G. GIFFORD DYER-ARCHITECT

BEACHWOOD PLAN REVIEW

Month JUNE 2018

GG Dyer Job No.	Beachwood PR No.	Job Name-----	Time	Charge
CB 18-08	2018-29378	WHERE I'M FROM APPARAL BEACHWOOD PLACE MALL - #1135 26300 CEDAR ROAD	1 1/2 Hr	\$ 125.25
CB 18-09	2018-29393	DIAMOND DIRECT LA PLACE FASHION MALL - #617 2101 RICHMOND ROAD	1 Hr	\$ 83.50
CB 17-22	2017-28132	BOMBA TACO + RUM LA PLACE SHOPPING MALL 2101 RICHMOND ROAD	1 1/4 Hr	\$ 104.38
CB 18-02	2018-28588	CEDAR CREEK GRILLE (LINDY'S LAKE) LA PLACE FASHION MALL - #419 2101 RICHMOND ROAD	3/4 Hr	\$ 62.62
CB 18-07	2018-29308	B&K DEVELOPERS 3700 PARK EAST DRIVE - SUITE 200	1 1/4 Hr	\$ 104.38
CB 18-05	2018-29118	OXFORD ONE CHAGIN HIGHLANDS 2000 AUBURN DRIVE - SUITE #210	3/4 Hr	\$ 62.62
CB 16-06	2016-21967	VANGUARD BEACHWOOD APARTMENTS 3600 PARK EAST DRIVE	2 1/4 Hr	\$ 187.88
CB 17-23	2017-28258	MITCHELL'S HOME MADE ICE CREAM LA PLACE SHOPPING CENTER 2101 RICHMOND ROAD	3/4 Hr	\$ 62.62
CB 18-11	2018-30020	LOLLI & POP BEACHWOOD PLACE MALL - #4430 26300 CEDAR ROAD	3 Hr	\$ 250.50
		TOTAL	12 1/2 Hr	\$ 1043.75



City of Beachwood  
Attn: Larry Heiser  
2700 Richmond Road  
Beachwood, OH 44122

**Fisher Phillips**  
200 Public Square  
Suite 4000  
Cleveland, Ohio 44114  
(440) 838-8800 Tel

[www.fisherphillips.com](http://www.fisherphillips.com)

(Tax Identification No. 58-0619559)

---

Summary for Invoice Number: 1183856  
Client Matter Number: 34126-0002

July 3, 2018

---

**CURRENT LEGAL FEES THIS INVOICE**

**\$648.00**

Approved  
*[Signature]* 7/9/18  
Finance Director

**Summary of Engineering Invoices**  
August 6, 2018 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2018	2017	2016
								ENCUMBRANCES		
2018046.01-6	7/13/2018	\$3,086.00	\$0.00	\$3,086.00	General			X		
2018119.13-2	7/13/2018	\$216.00	\$0.00	\$216.00	Deposits	Dominion Energy		X		
2018119.06-4	7/13/2018	\$4,072.00	\$0.00	\$4,072.00	Deposits	Dominion Energy		X		
2015120.18-20	7/13/2018	\$405.50	\$0.00	\$405.50	Deposits	Covington Construction		X		
2016120.06-4	7/13/2018	\$54.00	\$0.00	\$54.00	Deposits	Amicon Construction		X		
2017120.06-13	7/13/2018	\$625.50	\$0.00	\$625.50	Deposits	Brickhaus Beachwood		X		
2017120.09-15	7/13/2018	\$85.50	\$0.00	\$85.50	Deposits	Edward Rose		X		
2017120.21-14	7/13/2018	\$247.50	\$0.00	\$247.50	Deposits	Jubilee Healthcare		X		
2017120.23-7	7/13/2018	\$1,962.50	\$0.00	\$1,962.50	Deposits	Equity Planning Corp		X		
2017120.44-4	7/13/2018	\$1,404.00	\$0.00	\$1,404.00	Deposits	Geis Construction		X		
2018120.17-1	7/13/2018	\$104.00	\$0.00	\$104.00	Deposits	Rose Dev. Company		X		
2018120.21-1	7/13/2018	\$208.00	\$0.00	\$208.00	Deposits	Pullman-SST, Inc.		X		
2018120.16-1	7/13/2018	\$208.00	\$0.00	\$208.00	Deposits	Dommus Construction		X		
2018120.08-2	7/13/2018	\$208.00	\$0.00	\$208.00	Deposits	Dommus Construction		X		
2018120.15-1	7/13/2018	\$208.00	\$0.00	\$208.00	Deposits	Dommus Construction		X		
2018120.20-1	7/13/2018	\$104.00	\$0.00	\$104.00	Deposits	Mattingly Brothers		X		
2018120.19-1	7/13/2018	\$208.00	\$0.00	\$208.00	Deposits	Lebella Associates		X		

<b>Total To Pay</b>	<b><u>\$13,406.50</u></b>
---------------------	---------------------------

<b>Total Capital Fund</b>	<b>\$0.00</b>
<b>Total General Fund</b>	<b>\$3,086.00</b>
<b>Total Deposits</b>	<b>\$10,320.50</b>
<b>Total Street Const. Mant.</b>	<b>\$0.00</b>
<b>Less: Billable Charges</b>	<b><u>(\$10,320.50)</u></b>
<b>Net Paid by City:</b>	<b><u>\$3,086.00</u></b>





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

APPROVED FOR **Invoice**

DATE: 7/23/18  
 P.O. 783.000.53120

*Covington Construction*  
*# 2016-23138*

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

July 13, 2018  
 Invoice No: 2015120.18 - 20

<b>Invoice</b>	<b>\$405.50</b>
<b>Total</b>	

Project 2015120.18 Beachwood - Covington Realty - P&Z 2015-20

Contract

**Building Dept.**

**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Inspection

**Professional Personnel**

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Design Engineer			
Wojciechowski, Kevin	.50	90.00	45.00
Staff Engineer			
Kotecki, Kyle	.50	81.00	40.50
Inspector			
Maleski, Theodore	4.00	54.00	216.00
Totals	6.00		405.50
<b>Total Labor</b>			<b>405.50</b>

**Total this Task \$405.50**

**Total this Invoice \$405.50**

**Outstanding Invoices**

Number	Date	Balance
19	6/8/2018	378.00
<b>Total</b>		<b>378.00</b>

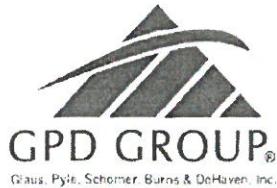
**Billings to Date**

	Current	Prior	Total
Labor	405.50	10,112.00	10,517.50
<b>Totals</b>	<b>405.50</b>	<b>10,112.00</b>	<b>10,517.50</b>

Net 30 days.

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





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

**Invoice**

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

*American Construction  
 # 2017-28035*

July 13, 2018  
 Invoice No: 2016120.06 - 4

**Invoice Total \$54.00**

Project 2016120.06 Beachwood - P&Z 2016-06 23600 Commerce Dr Bldg #2

**Building Dept**  
 Max Not To Exceed \$3,500.00

**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Inspection  
**Professional Personnel**

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

**Outstanding Invoices**

Number	Date	Balance
3	6/8/2018	266.00
<b>Total</b>		<b>266.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	54.00	472.00	526.00
<b>Totals</b>	<b>54.00</b>	<b>472.00</b>	<b>526.00</b>

*W6  
 7/23/18  
 783.000.53120*

Net 30 days.

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



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

# **Invoice**

APPROVED FOR PAYMENT

DATE: 7/23/18  
P/O: 783.002.53120

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

July 13, 2018  
Invoice No: 2017120.06 - 13

*Brickhaus Beachwood  
2017-25892*

<b>Invoice</b>	<b>\$625.50</b>
<b>Total</b>	

Project 2017120.06 Beachwood - P&Z 2017-3 Brickhaus Partners Site Plan

Contract

Building Dept.

**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Inspection

## **Professional Personnel**

	Hours	Rate	Amount
Design Engineer			
Wojciechowski, Kevin	.50	90.00	45.00
SWPPP inspection - 24 Hundred Townhomes.			
Staff Engineer			
Kotecki, Kyle	.50	81.00	40.50
Inspector			
Maleski, Theodore	10.00	54.00	540.00
Totals	11.00		625.50
<b>Total Labor</b>			<b>625.50</b>

**Total this Task \$625.50**

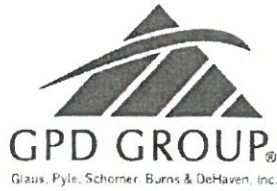
**Total this Invoice \$625.50**

## **Billings to Date**

	Current	Prior	Total
Labor	625.50	9,558.50	10,184.00
Expense	0.00	87.40	87.40
<b>Totals</b>	<b>625.50</b>	<b>9,645.90</b>	<b>10,271.40</b>

Net 30 days.

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



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

APPROVED FOR PAYMENT  
 DATE: 7/23/18  
 P/O: 783.000.53120

**Invoice**

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

*Edward Rose*  
*#2017-26594*

July 13, 2018  
 Invoice No: 2017120.09 - 15

**Invoice Total \$85.50**

Project 2017120.09 Beachwood - Rose Senior Living

**Building Dept**

**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Inspection

**Professional Personnel**

	Hours	Rate	Amount	
Design Engineer				
Wojciechowski, Kevin	.50	90.00	45.00	
SWPPP inspection.				
Staff Engineer				
Kotecki, Kyle	.50	81.00	40.50	
Totals	1.00		85.50	
<b>Total Labor</b>				<b>85.50</b>
		<b>Total this Task</b>		<b>\$85.50</b>
		<b>Total this Invoice</b>		<b>\$85.50</b>

**Outstanding Invoices**

Number	Date	Balance
14	6/8/2018	364.00
<b>Total</b>		<b>364.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	85.50	10,625.50	10,711.00
<b>Totals</b>	<b>85.50</b>	<b>10,625.50</b>	<b>10,711.00</b>

Net 30 days.

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



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

APPROVED FOR PAYMENT  
 DATE: 7/23/18  
 P/O: 783.00053120

**Invoice**

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

*Jubilee Healthcare  
 # 201726580*

July 13, 2018  
 Invoice No: 2017120.21 - 14

<b>Invoice Total</b>	<b>\$247.50</b>
----------------------	-----------------

Project 2017120.21 Beachwood-Encore Medical P&Z 2017-10

Contract

Building Dept.

**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Inspection

Deposit Number 2017-26580

**Professional Personnel**

	Hours	Rate	Amount
Design Engineer			
Wojciechowski, Kevin	.50	90.00	45.00
SWPPP inspection and report.			
Staff Engineer			
Kotecki, Kyle	.50	81.00	40.50
Inspector			
Maleski, Theodore	3.00	54.00	162.00
Totals	4.00		247.50
<b>Total Labor</b>			<b>247.50</b>

**Total this Task \$247.50**

**Total this Invoice \$247.50**

**Outstanding Invoices**

Number	Date	Balance
12	6/8/2018	106.50
13	6/8/2018	2,160.50
<b>Total</b>		<b>2,267.00</b>

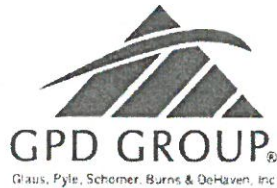
**Billings to Date**

	Current	Prior	Total
Labor	247.50	15,751.50	15,999.00
<b>Totals</b>	<b>247.50</b>	<b>15,751.50</b>	<b>15,999.00</b>

Net 30 days.

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





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

**Invoice**

APPROVED FOR PAYMENT  
 DATE: 7/23/18  
 P/O: 783.000 53120

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

*Equity Planning Corp  
 # 2018-29699*

July 13, 2018  
 Invoice No: 2017120.23 - 7

**Invoice Total \$1,962.50**

Project 2017120.23 Beachwood - Equity Beachwood P&Z 2017-14

Contract  
 Building Dept.  
 Receipt # 2018-29699  
 Max Not to Exceed \$13,500.00

**Professional Services from May 26, 2018 to June 29, 2018**

Task 100 Plan Review-Corp. Park Extension

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	104.00	208.00	
CAD Drafter				
Fox, Jamie	1.00	71.00	71.00	
Totals	3.00		279.00	
<b>Total Labor</b>				<b>279.00</b>
			<b>Total this Task</b>	<b>\$279.00</b>

Task 200 Inspection

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	104.00	104.00	
Design Engineer				
Wojciechowski, Kevin	.50	90.00	45.00	
SWPPP Inspection - Corporate park extention.				
Wojciechowski, Kevin	1.00	90.00	90.00	
SWPPP inspection.				
Staff Engineer				
Kotecki, Kyle	.50	81.00	40.50	
Inspector				
Maleski, Theodore	26.00	54.00	1,404.00	
Totals	29.00		1,683.50	
<b>Total Labor</b>				<b>1,683.50</b>

Net 30 days.

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

Project	2017120.23	Beachwood-Equity Beachwood P&Z 2017-14	Invoice	7
---------	------------	--	---------	---

**Total this Task** **\$1,683.50**

**Total this Invoice** **\$1,962.50**

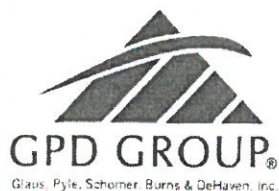
✓ *lm*

**Outstanding Invoices**

Number	Date	Balance
6	6/8/2018	370.00
<b>Total</b>		<b>370.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	1,962.50	2,914.00	4,876.50
<b>Totals</b>	<b>1,962.50</b>	<b>2,914.00</b>	<b>4,876.50</b>



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

# **Invoice**

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

July 13, 2018  
 Invoice No: 2017120.44 - 4

*Geis Construction  
 #2018-30049*

**Invoice Total \$1,404.00**

Project 2017120.44 Beachwood - ORG New Office Bldg., Park East P&Z 2017-29  
**Building Dept.**  
**Max Not to Exceed \$7,000.00**  
**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Inspection  
**Professional Personnel**

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	26.00	54.00	1,404.00	
Totals	26.00		1,404.00	
<b>Total Labor</b>				<b>1,404.00</b>
		<b>Total this Task</b>		<b>\$1,404.00</b>
		<b>Total this Invoice</b>		<b>\$1,404.00</b>

## **Outstanding Invoices**

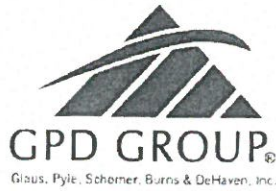
Number	Date	Balance
3	6/8/2018	565.00
<b>Total</b>		<b>565.00</b>

## **Billings to Date**

	Current	Prior	Total
Labor	1,404.00	1,961.50	3,365.50
<b>Totals</b>	<b>1,404.00</b>	<b>1,961.50</b>	<b>3,365.50</b>

Net 30 days.

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



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

**Invoice**

**APPROVED FOR PAYMENT**

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

BY: *[Signature]* July 13, 2018  
 DATE: *7/13/2018*  
 P/O: *18-00149*

Invoice No: 2018046.01 - 6

**Invoice Total \$3,086.00**

Project 2018046.01 Beachwood - 2018 Traffic Engineering Services

P.O. # 2018-00149

Max Not to Exceed \$48,000.00

**Professional Services from May 26, 2018 to June 29, 2018**

Task 055 May Signal Management

**Professional Personnel**

	Hours	Rate	Amount	
Design Engineer				
Ferrell, Brett	5.50	90.00	495.00	
Totals	5.50		495.00	
<b>Total Labor</b>				<b>495.00</b>
				<b>Total this Task \$495.00</b>

Task 056 June Signal Management

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager				
Gillespie, Ryan	17.00	104.00	1,768.00	
Hobbs, Michael	2.00	104.00	208.00	
Design Engineer				
Ferrell, Brett	6.00	90.00	540.00	
Totals	25.00		2,516.00	
<b>Total Labor</b>				<b>2,516.00</b>

**Reimbursable Expenses**

Travel & Lodging				
6/19/2018	Gillespie, Ryan	Travel	35.00	
6/29/2018	Gillespie, Ryan	Travel	40.00	
	<b>Total Reimbursables</b>		<b>75.00</b>	<b>75.00</b>
		<b>Total this Task</b>		<b>\$2,591.00</b>

Net 30 days.

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



Project	2018046.01	Beachwood-2018 Traffic Eng Services	Invoice	6
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		3,086.00	18,074.50	21,160.50
Limit				48,000.00
Remaining				26,839.50
			<b>Total this Invoice</b>	<b><u>\$3,086.00</u></b> ✓

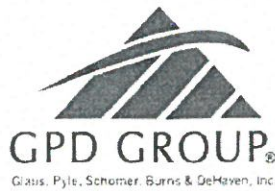
**Outstanding Invoices**

Number	Date	Balance
5	6/8/2018	2,643.00
<b>Total</b>		<b>2,643.00</b>

Net 30 days.

Page 2

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



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

# Invoice

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

July 13, 2018

Invoice No:

2018119.06 - 4

*Handwritten:*  
 W21  
 7/23/18  
 783,000  
 53120  
 Dominion Energy  
 #18783061

<b>Invoice</b>	<b>\$4,072.00</b>
<b>Total</b>	

Project 2018119.06 Beachwood - Dominion Project - Ramsay / Richmond PIR 792

**Service Dept:**

**Professional Services from May 26, 2018 to June 29, 2018**

Task 100 Plan Review  
**Professional Personnel**

			Hours	Rate	Amount	
CAD Drafter						
Fox, Jamie	5/31/2018		.50	71.00	35.50	
Fox, Jamie	6/5/2018		.50	71.00	35.50	
Fox, Jamie	6/13/2018		.50	71.00	35.50	
Fox, Jamie	6/26/2018		.50	71.00	35.50	
Totals			2.00		142.00	
<b>Total Labor</b>						<b>142.00</b>
<b>Total this Task</b>						<b>\$142.00</b>

Task 200 Inspection  
**Professional Personnel**

			Hours	Rate	Amount	
Project Manager						
Ciuni, Joseph	6/4/2018		1.00	104.00	104.00	
Ciuni, Joseph	6/25/2018		1.00	104.00	104.00	
Progress Meeting						
Ciuni, Joseph	6/29/2018		1.00	104.00	104.00	
Inspector						
Maleski, Theodore	5/29/2018		4.00	54.00	216.00	
Maleski, Theodore	5/30/2018		3.00	54.00	162.00	
Maleski, Theodore	5/31/2018		3.00	54.00	162.00	
Maleski, Theodore	6/1/2018		2.00	54.00	108.00	
Maleski, Theodore	6/4/2018		3.00	54.00	162.00	
Maleski, Theodore	6/5/2018		3.00	54.00	162.00	
Maleski, Theodore	6/6/2018		3.00	54.00	162.00	
Maleski, Theodore	6/8/2018		3.00	54.00	162.00	
Maleski, Theodore	6/11/2018		2.00	54.00	108.00	
Maleski, Theodore	6/12/2018		3.00	54.00	162.00	

Net 30 days.

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

Project	2018119.06	Beachwood-Dominion Project-Ramsay/Richmo			Invoice	4
Maleski, Theodore	6/13/2018	3.00	54.00	162.00		
Maleski, Theodore	6/14/2018	3.00	54.00	162.00		
Maleski, Theodore	6/15/2018	3.00	54.00	162.00		
Maleski, Theodore	6/18/2018	3.00	54.00	162.00		
Maleski, Theodore	6/19/2018	3.00	54.00	162.00		
Maleski, Theodore	6/20/2018	3.00	54.00	162.00		
Maleski, Theodore	6/21/2018	4.00	54.00	216.00		
Maleski, Theodore	6/22/2018	4.00	54.00	216.00		
Maleski, Theodore	6/25/2018	2.00	54.00	108.00		
Maleski, Theodore	6/26/2018	2.00	54.00	108.00		
Maleski, Theodore	6/27/2018	2.00	54.00	108.00		
Maleski, Theodore	6/28/2018	3.00	54.00	162.00		
Maleski, Theodore	6/29/2018	3.00	54.00	162.00		
Totals		70.00		3,930.00		
<b>Total Labor</b>					<b>3,930.00</b>	
<b>Total this Task</b>					<b>\$3,930.00</b>	
<b>Total this Invoice</b>					<b><u>\$4,072.00</u></b>	

#### Outstanding Invoices

Number	Date	Balance
3	6/8/2018	3,364.00
<b>Total</b>		<b>3,364.00</b>

#### Billings to Date

	Current	Prior	Total
Labor	4,072.00	15,861.50	19,933.50
<b>Totals</b>	<b>4,072.00</b>	<b>15,861.50</b>	<b>19,933.50</b>



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

## Invoice

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

July 13, 2018

Invoice No: 2018119.13 - 2

*Dominion Energy  
#18783001*

<b>Invoice Total</b>	<b>\$216.00</b>
----------------------	-----------------

Project 2018119.13 Beachwood - Dominion Project - 2520 Blossom

### Service Dept.

### Professional Services from May 26, 2018 to June 29, 2018

Task 200 Inspection

### Professional Personnel

			Hours	Rate	Amount
Inspector					
Maleski, Theodore	6/28/2018		2.00	54.00	108.00
Maleski, Theodore	6/29/2018		2.00	54.00	108.00
Totals			4.00		216.00
<b>Total Labor</b>					<b>216.00</b>

**Total this Task \$216.00**

**Total this Invoice \$216.00**

### Outstanding Invoices

Number	Date	Balance
1	6/8/2018	208.00
<b>Total</b>		<b>208.00</b>

### Billings to Date

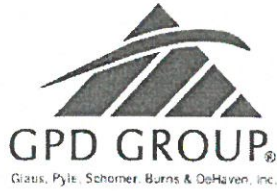
	Current	Prior	Total
Labor	216.00	208.00	424.00
<b>Totals</b>	<b>216.00</b>	<b>208.00</b>	<b>424.00</b>

APPROVED FOR PAYMENT  
BY: WJ  
DATE: 7/23/18  
P/O: 783.000.53120

Net 30 days.

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





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

APPROVED FOR PAYMENT **Invoice**

W 9

7/23/18

783,000.53120

*Perme*  
*Dumms Construction*  
*# 2018-28883*

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

July 13, 2018

Invoice No:

2018120.08 - 2

<b>Invoice Total</b>	<b>\$208.00</b>
----------------------	-----------------

Project 2018120.08

Beachwood - Lot Split/Consolidation - 2633 Brentwood

**Building Dept.**

**Professional Services from May 26, 2018 to June 29, 2018**

Task 200 Dominion Street Opening Permit

**Professional Personnel**

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Totals	2.00		208.00
<b>Total Labor</b>			<b>208.00</b>
<b>Total this Task</b>			<b>\$208.00</b>
<b>Total this Invoice</b>			<b>\$208.00</b>

*W*

**Billings to Date**

	Current	Prior	Total
Labor	208.00	208.00	416.00
<b>Totals</b>	<b>208.00</b>	<b>208.00</b>	<b>416.00</b>

Net 30 days.

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



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

APPROVED FOR PAYMENT  
 Invoice  
 7/23/18  
 783,000.53120

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

*Domus Constructa*  
*#2018-30474*

July 13, 2018

Invoice No: 2018120.16 - 1

**Invoice Total \$208.00**

Project 2018120.16 Beachwood - 24460 Sittingbourne

Building Dept.

Max Not to Exceed \$750.00

**Professional Services from May 26, 2018 to June 29, 2018**

Task 100 Plan Review

**Professional Personnel**

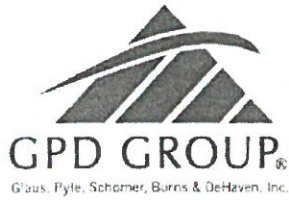
	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Totals	2.00		208.00
<b>Total Labor</b>			<b>208.00</b>
<b>Total this Task</b>			<b>\$208.00</b>
<b>Total this Invoice</b>			<b>\$208.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	208.00	0.00	208.00
<b>Totals</b>	<b>208.00</b>	<b>0.00</b>	<b>208.00</b>

Net 30 days.

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



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

**Invoice**

APPROVED FOR PAYMENT  
 DATE: 7/23/18  
 P/O: 783.000.53120

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

*Rose Rev. Corp*  
*#2017-26594*

July 13, 2018  
 Invoice No: 2018120.17 - 1

**Invoice Total \$104.00**

Project 2018120.17 Beachwood - Rose Senior Living - Electrical Street Opening Permit

**Building Dept.**

**Professional Services from May 26, 2018 to June 29, 2018**

*SOP #2018-22 in Dept*

Task 100 Plan Review

**Professional Personnel**

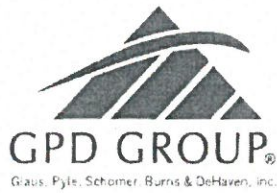
	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Totals	1.00		104.00
<b>Total Labor</b>			<b>104.00</b>
<b>Total this Task</b>			<b>\$104.00</b>
<b>Total this Invoice</b>			<b>\$104.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	104.00	0.00	104.00
<b>Totals</b>	<b>104.00</b>	<b>0.00</b>	<b>104.00</b>

Net 30 days.

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



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

**Invoice**

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

July 13, 2018

Invoice No: 2018120.19 - 1

*Handwritten:*  
 Memo  
 LeBella Associates  
 #1893112

*Handwritten:*  
 783.000 53120

<b>Invoice</b>	<b>\$208.00</b>
<b>Total</b>	

Project 2018120.19 Beachwood - P&Z 2018-12 Lee Silsby Pharmacy Parking Lot Expansion

**Building Dept.**

**Professional Services from May 26, 2018 to June 29, 2018**

Task 100 Plan Review

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	104.00	208.00	
Totals	2.00		208.00	
<b>Total Labor</b>				<b>208.00</b>
			<b>Total this Task</b>	<b>\$208.00</b>
			<b>Total this Invoice</b>	<b>\$208.00</b>

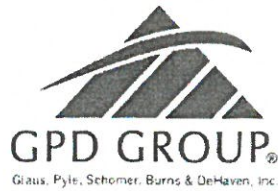
**Billings to Date**

	Current	Prior	Total
Labor	208.00	0.00	208.00
<b>Totals</b>	<b>208.00</b>	<b>0.00</b>	<b>208.00</b>

Net 30 days.

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





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

**Invoice**

APPROVED FOR PAYMENT  
 WG  
 DATE: 7/23/18  
 TO: 783.000.53120

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

July 13, 2018  
 Invoice No: 2018120.20 - 1

*Memo*  
*Matthew J. Andrews*  
*#1893113*

**Invoice Total \$104.00**

Project 2018120.20 Beachwood - P&Z 2018-13 Klein Residence, Emergency Generator

**Building Dept.**

**Professional Services from May 26, 2018 to June 29, 2018**

Task 100 Plan Review

**Professional Personnel**

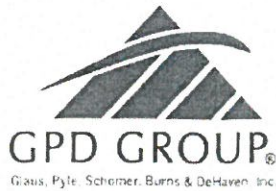
	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Totals	1.00		104.00
<b>Total Labor</b>			<b>104.00</b>
<b>Total this Task</b>			<b>\$104.00</b>
<b>Total this Invoice</b>			<b>\$104.00</b>

**Billings to Date**

	Current	Prior	Total
Labor	104.00	0.00	104.00
<b>Totals</b>	<b>104.00</b>	<b>0.00</b>	<b>104.00</b>

Net 30 days.

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



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

**Invoice**

APPROVED FOR PAYMENT

W6

7/23/11

783,000.53/20

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

*Pullman - SST, Inc*  
*#2018-30574*

July 13, 2018

Invoice No: 2018120.21 - 1

**Invoice Total \$208.00**

Project 2018120.21 Beachwood - 26300 Cedar Road - Beachwood Place Mall Resurfacing

**Building Dept.**

**Professional Services from May 26, 2018 to June 29, 2018**

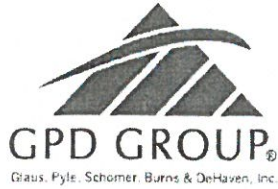
Task 100 Plan Review  
**Professional Personnel**

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	2.00	104.00	208.00	
Totals	2.00		208.00	
<b>Total Labor</b>				<b>208.00</b>
<b>Total this Task</b>				<b>\$208.00</b>

Billing Limits	Current	Prior	To-Date	
Labor	208.00	0.00	208.00	
Limit			1,000.00	
Remaining			792.00	
<b>Total this Invoice</b>				<b>\$208.00</b>

Net 30 days.

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



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

Invoice

July 13, 2018

Invoice No:

2018120.15 - 1

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

*Domus Construction  
2018-3008*

*7/23/18  
783,000.33120*

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

Project 2018120.15 Beachwood - 2619 Brentwood

Building Dept.

Professional Services from May 26, 2018 to June 29, 2018

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Ciuni, Joseph	1.00	104.00	104.00	
Ciuni, Joseph	1.00	104.00	104.00	
Street Opening Permitt				
Totals	2.00		208.00	
<b>Total Labor</b>				<b>208.00</b>
			<b>Total this Task</b>	<b>\$208.00</b>
			<b>Total this Invoice</b>	<b>\$208.00</b>

Billings to Date

	Current	Prior	Total
Labor	208.00	0.00	208.00
<b>Totals</b>	<b>208.00</b>	<b>0.00</b>	<b>208.00</b>

Net 30 days.

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

July 1, 2018

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 June 2018 \$1,168.97  
(See attached sheet for breakdown)

**Total amount due**

**One Thousand One Hundred Sixty-Eight Dollars and Ninety-Seven Cents \$1,168.97**

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



Paul Kowalczyk, MPE #798

**APPROVED FOR PAYMENT**

BY: WG  
DATE: 7/9/18  
P/O: \_\_\_\_\_

City of Beachwood  
Plan Examination Services  
June 2018 Invoice

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2017-27054	BW18-52 6/15/18	Encore Medical Center 25501 Chagrin Blvd. Fire Sprinkler System	2 hours 30 min.	\$208.75
2018-30190	BW18-53 6/16/18	Dr. Moussa El-Hallak 23215 Commerce Park Drive, Suite 318 Interior Alterations	1 hour 30 min.	\$125.25
2018-30250	BW18-54 6/21/18	Park East Center 3800 Park East Drive Fire Alarm System modernization	2 hours 30 min.	\$208.75
2018-29260	BW18-55 6/27/18	Whet Rock Services 25825 Science Park Drive Fire Alarm System alterations	45 min.	\$62.61
2018-29247	BW18-56 6/27/18	Cleveland Clinic Beachwood FHC OR 26900 Cedar Road Fire Sprinkler System alterations	45 min.	\$62.61
2017-26797	BW18-57 6/27/18	J & F Mandel Jewish Day School 26500 Shaker Boulevard Fire Alarm System - Phase 2B	2 hours	\$167.00
2018-30331	BW18-58 6/28/18	Apple Growth Partners / Powers Friedman Linn 25550 Chagrin Blvd., 4 <sup>th</sup> Floor Interior Alterations	4 hours	\$334.00
<b>Total:</b>				<b>\$1,168.97</b>

Paul Kowalczyk, MPE #798



**Invoice**

July 18, 2018  
 Project No: 21510.00  
 Invoice No: 000000040



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

Project 21510.00 Beachwood F.S.- Base Contract  
Professional Services from June 1, 2018 to June 30, 2018

Task 001 Beachwood F.S.- Base Contract

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

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	108,575.00	100.00	108,575.00	108,575.00	0.00
Design Development	89,817.30	100.00	89,817.30	89,817.30	0.00
Construction Docs (Increased)	291,309.65	100.00	291,309.65	291,309.65	0.00
Bidding & Neg.	10,828.55	100.00	10,828.55	10,828.55	0.00
Construction Admin. (Reduced)	64,294.05	100.00	64,294.05	64,294.05	0.00
Add'l CA -Hrly Below	65,000.00	100.00	65,000.00	65,000.00	0.00
Add'l Submittals - Hrly below	28,932.50	100.00	28,932.50	28,932.50	0.00
Add'l CA per amendment - Arch	40,000.00	67.6875	27,075.00	15,115.00	11,960.00
Add'l CA per amendment - URS	25,660.00	0.00	0.00	0.00	0.00
Post Construction	2,000.00	0.00	0.00	0.00	0.00
Civil Engineers (see below)	76,620.00	100.00	76,620.00	76,620.00	0.00
Cost Estimating (see below)	52,800.00	100.00	52,800.00	52,800.00	0.00
Traffic Engineer (see below)	4,800.00	100.00	4,800.00	4,800.00	0.00
Geotechnical Eng. (see below)	14,400.00	100.00	14,400.00	14,400.00	0.00
Landscape Arch. (see below)	33,600.00	90.6018	30,442.20	30,442.20	0.00
Commissioning (see below)	26,400.00	0.00	0.00	0.00	0.00
Special Inspections (see below)	78,000.00	100.00	78,000.00	78,000.00	0.00



Project	21510.00	Beachwood F.S. - Base Contract			Invoice	0000000040
Training & Operations		12,000.00	100.00	12,000.00	12,000.00	0.00
Energy Modeling (see below)		30,000.00	100.00	30,000.00	30,000.00	0.00
URS Add'l CA		33,000.00	100.00	33,000.00	33,000.00	0.00
URS A.S. #6		16,300.00	100.00	16,300.00	16,300.00	0.00
URS A.S. #7		6,897.50	100.00	6,897.50	6,897.50	0.00
Total Fee		1,111,234.55		1,041,091.75	1,029,131.75	11,960.00
Total Fee						11,960.00

#### Consultants

Landscaping Consultants - A.S.

6/21/2018	URS Corporation	LA - 100%		2,631.50	
Total Consultants				1.2 times	3,157.80

#### Reimbursable Expenses

##### Mileage/Travel

5/22/2018	Rob Franklin - Car Rental			110.94	
5/22/2018	Bank of America	Rob Franklin - Beachwood Flight		364.40	
6/25/2018	Franklin, Robert	Site Visit		37.45	
6/25/2018	Franklin, Robert	Site Visit		25.00	
6/25/2018	Franklin, Robert	Site Visit		25.00	

##### Reproductions

6/30/2018	ABC Imaging of Virginia, L.L.C. Inv # 20234092			49	
-----------	--	--	--	----	--

##### Consultants Reimb

6/21/2018	URS Corporation	Reimbursable		263.78	
Total Reimbursables				1.1 times	909.77

Total this Task \$16,027.57

Task 002 Beachwood F.S. - Dispatch Center

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

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

#### Fee

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

TOTAL THIS INVOICE \$16,027.57

*Handwritten signature: P. A. Miller*

*Handwritten date: 6-20-18*

*Handwritten number: 18-02072-Fine*



Project	21510.00	Beachwood F.S.- Base Contract	Invoice	0000000040
---------	----------	-------------------------------	---------	------------

**Billings to Date**

	Current	Prior	Total	Received
Fee	11,950.00	777,060.05	789,020.05	
Labor	0.00	109,047.50	109,047.50	
Reimb. Consult	3,157.80	290,008.20	293,166.00	
Reimb. Exp.	909.77	34,212.21	35,121.98	
Interest	0.00	39.57	39.57	
<b>Totals</b>	<b>16,027.57</b>	<b>1,210,367.53</b>	<b>1,226,395.10</b>	<b>1,210,367.53</b>

E-mail Invoices to [Accounts@beachwoodohio.com](mailto:Accounts@beachwoodohio.com)

Authorized By: Christopher KEHDE Date: 7/18/2018  
Christopher Kehde

For billing questions contact Chris Fowler at [Cfowler@Lewarchitects.com](mailto:Cfowler@Lewarchitects.com) within 10 days of issuance of invoice. After that all invoices are deemed final. Invoices are due upon receipt. Interest will be added to all invoices not paid within 30 days, in accordance to agreement.

11250 Roger Bacon Drive  
Suite Number Sixteen  
Reston, Virginia 20190  
703.956.5600 T  
703.956.5601 F  
[www.lewarchitects.com](http://www.lewarchitects.com)



**THOMAS J. NOWEL, NAA**  
**ARBITRATOR MEDIATOR FACT FINDER**  
*Member, National Academy of Arbitrators*  
**TELEPHONE: 513-850-4235**  
**tjnarb@yahoo.com**

**PRIMARY BUSINESS ADDRESS:**  
**2292 West 5<sup>th</sup> Street**  
**Cleveland, Ohio 44113**

Second Business Address:  
27 N. Wacker Drive, No. 6066  
Chicago, IL 60606

---

**FACT FINDER'S BILL**

This bill is submitted on behalf of the Fact Finder. It is payable within 30 days of receipt. Please make checks payable to Thomas J. Nowel and mail directly to the Cleveland address as listed above.

SERB Case No. 2017-MED-07-0842  
City of Beachwood and International Association of Firefighters, Local 2388  
Firefighters, Lieutenants and Captains

<b>FACT FINDER'S COMPENSATION:</b>	
One day of mediation at \$950.00 per day. April 20, 2018	\$950.00
One day of hearing at \$950.00 per day. May 31, 2018	\$950.00
Review pre-hearing statements, analysis, review exhibits, and preparation of Report and Recommendation at \$950.00 per day, prorated. 14 hours.	\$1662.50
Round trip travel to Beachwood on both dates at IRS rate. 38 miles times two days.	\$41.42

TOTAL FEE FOR FACT FINDING: \$3603.92

Payable by City of Beachwood: \$1801.96

Payable by IAFF, Local 2388: \$1801.96

Fact Finder's Tax ID Number: 285-42-4642

*Thomas J. Nowel*

July 5, 2018

Thomas J. Nowel, NAA

Fact Finder

RECEIVED  
18 JUL 18 PM 12:41  
CITY OF BEACHWOOD

## Tactical Planning, LLC

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

# INVOICE

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

July 6, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1824

For professional services rendered as follows:

**Preparation of Code Amendments Report**

G. Smerigan	5.0 Hours	@	\$115.00 / hour	\$575.00
-------------	-----------	---	-----------------	----------

**ABR Meeting (7/2/18)**

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
-------------	-----------	---	-----------------	----------

**Meetings Re: Small Cell Regulations (6/21/18 & 6/27/18)**

G. Smerigan	3.0 Hours	@	\$115.00 / hour	\$345.00
-------------	-----------	---	-----------------	----------

**Review of Small Cell Regulations and Standards**

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
-------------	-----------	---	-----------------	----------

**TOTAL DUE THIS INVOICE**

**\$1,150.00**

Thank you,

APPROVED FOR PAYMENT

BY: W6  
DATE: 7/9/18  
P/O: \_\_\_\_\_

  
George Smerigan  
Managing Member



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

June 30, 2018

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

Via E-Mail

Re: Building Department  
Plan Review Services for June 2018

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

Plan Review for the month of June 2018..... \$1106.38  
Cost Breakdown Sheet Attached

Total amount due..... \$1106.38

Respectfully,

*Michael H. Wildermuth*

Michael H. Wildermuth, AIA  
Master Plans Examiner

APPROVED FOR PAYMENT - Bldg.  
W4  
DATE: 7/5/18  
P/O:



38255 Ridge Rd. Willoughby, Ohio 44094-5863  
440-946-1061

INTRODUCED BY:

ORDINANCE NO. 2018-131

AN ORDINANCE DECLARING FIVE (5) USED CITY VEHICLES PREVIOUSLY USED BY THE CITY'S SERVICE DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE AND AUTHORIZING THE MAYOR TO DISPOSE OF THE FIVE (5) USED CITY VEHICLES VIA AN INTERNET AUCTION LISTING SERVICE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, it has been determined that five (5) City vehicles are no longer needed for a public use; and

WHEREAS, the Service Director is requesting to dispose of the five (5) City vehicles via an internet auction listing service pursuant to BCO §131.03(a).

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

Section 1: In accordance with BCO §131.03(a) and based upon the recommendation of the Service Director, the Mayor has determined that the five (5) City vehicles listed below are surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to dispose of the five (5) used City vehicles via an Internet Auction Listing Service. The five (5) vehicles are identified as follows:

2010 Ford Expedition VIN: 1FMJU1G5XAEB07704  
2002 Chevrolet Silverado VIN: 1GCEK14V72Z147054  
2006 Ford Crown Victoria VIN: 2FAFP71W56X144113  
1989 Crane Carrier VIN: 1CYKXXXX4KT060072  
1988 Pierce Ladder Truck VIN: 1P9CA02J9JA040269

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

Section 4: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health, safety, or the efficient operation of the City, and for the further reason that the internet auction may proceed forthwith; 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 6<sup>th</sup> day of August, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7<sup>th</sup> day of August, 2018.

---

Clerk

Approval: I have approved this legislation this 7<sup>th</sup> day of August, 2018 and filed it with the Clerk

---

Mayor

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

---

**TO:** Martin S. Horwitz, Mayor and Council  
**FROM:** Larry Heiser, Finance Director *LH*  
**DATE:** July 23, 2018  
**SUBJECT:** Vehicle Disposal

Mayor : The following trucks are deemed by the Service Department to be vehicles which should be disposed of and auctioned off. Finance Chair Isaacson approved moving this to the Council agenda without the need to discuss in committee. With your approval I would like to place on the next Council Agenda

Vehicle: miles: reason for disposal

2010 FORD EXPEDITION: 120,000 miles: has rust and internal engine problem

2002 CHEVY SILVERADO: 102,566 miles: age and has rust

2006 FORD CROWN VICTORIA: 90,573 miles: has rust

1989 CRANE CARRIER: 18,646 miles: age and rust

1988 PIERCE LADDER TRUCK: 34,561 miles: outdated and unit replaced

Please let me know if you have any questions.

## Whitney Crook

---

**From:** Larry Heiser  
**Sent:** Tuesday, July 24, 2018 4:45 PM  
**To:** Whitney Crook

2010 FORD EXPEDITION 120,000	1FMJU1G5XAE07704
2002 CHEVY SILVERADO 102,566	1GCEK14V72Z147054
2006 FORD CROWN VICTORIA 90,573	2FAFP71W56X144113
1989 CRANE CARRIER 18,646	1CYKXXX4KT060072
1988 PIERCE LADDER TRUCK 34,561	1P9CA02J9JA040269



AN ORDINANCE CONSENTING TO A FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS AMENDING SECTION 4 TO PERMIT THE OPERATION OF A PROTOTYPICAL CITY BARBEQUE RESTAURANT THAT IS NOT "FULL SERVICE," AND WILL HAVE TAKE-OUT SALES IN EXCESS OF FIVE PERCENT (5%) OF THE RESTAURANT'S TOTAL SALES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Barbeque, LLC desires to operate a prototypical City Barbeque restaurant on the westerly "out-parcel" of the Pavilion Shopping Center located at 24325 Chagrin Boulevard in the City of Beachwood; and

WHEREAS, the Pavilion Shopping Center was previously expanded and rezoned in the early 1990's pursuant to Ordinance No. 1990-83 from a Class U-7A use (Office Building) to Class U-4A use (Shopping Center); and

WHEREAS, as part of the inducement for the City to rezone the property, certain deed restrictions were agreed upon; and

WHEREAS, more specifically, the then owners of the the property, Pavilion Properties Co., Jerod Kravitz, Lois Kravitz, Milton A. Wolf, Visconsi Beachwood Co., and First National Supermarkets, Inc., ("Declarants"), for the sole and exclusive benefit of the City of Beachwood, Ohio, executed a certain Declaration of Restrictions dated October 21, 1991 ("Declaration"), which was recorded in Volume 92-5678, page 45 of the Cuyahoga County, Ohio Recorder's Office; and

WHEREAS, the Declaration included certain use restrictions, related to the westerly "out-lot" parcel, as follows:

4. Westerly "Out-Lot" Parcel. Any restaurant located in a building to be constructed on the westerly "out-lot" parcel shown on the Site Plan:
  - (a) Shall be a full service restaurant (except it may contain a self-service salad bar).
  - (b) Shall not permit drive-through sales or service; and
  - (c) Shall not permit take-out sales in an amount in excess of five percent (5%) of its total sales during any calendar year; and

WHEREAS, at this time, the Declarants' successors in interest and City Barbeque, LLC have requested a waiver of the deed restrictions contained in Sections 4(a) and 4(c) for so long as City Barbeque, LLC operates on the westerly "out-lot" parcel as a prototypical City Barbeque restaurant; and

WHEREAS, the general provisions of the Declaration require that any modifications or amendments by Declarants, their respective heirs, executors, administrators, successor and assigned, in whole or in part, be made only with the consent of Council by an ordinance duly adopted by Council as evidenced by its minutes.

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

Section 1: Council of the City of Beachwood, having received City Barbeque, LLC's request to amend Sections 4(a) and 4(c) of the Declaration of Restrictions, does hereby consent to the First Amendment to the Declaration of Restrictions to permit City Barbeque, LLC to operate a restaurant that will not be "full-service," and will not limit take-out sales to five percent (5%) of total sales. A copy of the First Amendment to Declaration of Restrictions is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is hereby declared to be an urgent measure immediately necessary for the public peace, health, safety and the efficient operation of the City, and for the further reason that the City Barbeque, LLC operations may move forward 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 6<sup>th</sup> day of August, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 7<sup>th</sup> day of August, 2018, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

EXHIBIT A

**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS**

This FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS ("First Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between DFG-BEACHWOOD PAVILION, LLC, a Delaware limited liability company ("DFG"), LER INVESTMENTS, L.P., a \_\_\_\_\_ limited partnership ("LER"), and RISER FOODS COMPANY, a Delaware corporation ("Riser").

WITNESSETH:

WHEREAS, Pavilion Properties Co., Jerod Kravits, Lois Kravits, Milton A. Wolf, Visconsi Beachwood Co. and First National Supermarkets, Inc. executed that certain Declaration of Restrictions dated October 21, 1991 ("Declaration"), which was recorded in Volume 92-5678, page 45, of the Cuyahoga County, Ohio Recorder's Office;

WHEREAS,

- (i) DFG, is successor in interest to Pavilion Properties Co., Milton A. Wolf, and Visconsi Beachwood Co.;
- (ii) LER, is successor in interest to Jerod Kravits and Lois Kravits; and
- (iii) Riser, is successor in interest to First National Supermarkets, Inc.;

WHEREAS, DFG entered into a Shopping Center Lease ("Lease") with City Barbeque, LLC, an Ohio limited liability company ("City BBQ"), where DFG leases to City BBQ approximately 5,620 square feet of rentable area in the shopping center commonly known as Beachwood Pavilion Shopping Center, such premises being commonly known as 24325 Chagrin Blvd., Beachwood, Cuyahoga County, Ohio, said Lease being subject to the Declaration;

EXHIBIT A

WHEREAS, City Barbeque desires to operate a prototypical City Barbeque restaurant on the westerly “out-parcel” of the Shopping Center and such restaurant will not be a “full service,” nor will take-out sales be limited to five percent (5%) of total sales;

WHEREAS, DFG, LER and Riser wish to amend the use restrictions set forth Section 4 of the Declaration relating to a prototypical City Barbeque restaurant; and

WHEREAS, all capitalized terms used herein and not specifically defined shall have the meaning set forth in the Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DFG, LER and Riser, for themselves, their successors and assigns, hereby amend the Declaration as follows:

1. Westerly “Out-Lot” Parcel. Section 4 of the Declaration is hereby revised to add the following paragraph at the end of this Section:

(d) Notwithstanding the restrictions contained in Sections 4(a), (b) and (c) above, the restrictions contained in Sections 4(a) and (c) will not be enforced against City Barbeque for so long as City Barbeque, LLC operates a prototypical City Barbeque restaurant on the westerly “out-lot” parcel.

2. Remaining Provisions. DFG, LER and Riser agree that all other provisions of the Declaration remain in full force and effect except to the extent specifically amended herein.

3. Counterparts. This First Amendment may be signed by the parties in multiple, separate counterparts which taken together shall constitute one and the same First Amendment.

4. Governing Law. This First Amendment shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Declaration of Restrictions this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_: \_\_\_\_\_ : ss,  
COUNTY OF \_\_\_\_\_ :

Notary Public



EXHIBIT A

LER Investments, L.P.,

a \_\_\_\_\_ limited partnership

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

Printed Name: \_\_\_\_\_

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

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_:

: ss,

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of LER Investments, L.P., a \_\_\_\_\_ limited partnership, on behalf of the partnership.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

Riser Foods Company,  
a Delaware corporation

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_: \_\_\_\_\_: SS,  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of Riser Foods Company, a Delaware corporation, on behalf of the corporation.

Notary Public

Read, Acknowledged and Agreed to by:  
City Council of Beachwood, Ohio

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_, 2018

INTRODUCED BY: Lawrence S. Small

ORDINANCE NO. 1990-83

**AN ORDINANCE  
REZONING 11.378 ACRES OF LAND  
BETWEEN PAVILION MALL AND FIRE STATION DRIVE  
FROM CLASS U-7A TO CLASS U-4A TO PERMIT THE EXPANSION  
OF PAVILION MALL BY THE REZONING OF THE  
LAND FROM OFFICE TO SHOPPING CENTER**

WHEREAS, the property owners of 11.378 acres of land between the existing Pavilion Mall and Fire Station Drive on Chagrin Boulevard have applied for re-zoning to expand Pavilion Mall to the east to create a more viable shopping center, increase taxes and create jobs and services within the City; and

WHEREAS, Council by adopting this legislation finds and determines that the existing zoning is Class U-7A (Office Building) and that the land and the City would be better served by rezoning the said land from Class U-7A (Office Buildings) to Class U-4A (Shopping Center):

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

Section 1. That the Council of the City of Beachwood, having received the application for rezoning from the owner of Pavillion Mall Shopping Center, does hereby refer this matter to the Planning and Zoning Commission for its report and recommendation. Upon receipt of the recommendation of the planning and Zoning Commission, the issue of the rezoning shall be set for a public hearing on the 1st day of July, 1991 at 8:15 p.m. at the Beachwood City Hall, Council Chamber.

Section 2. That the Council of the City of Beachwood does hereby rezone a tract of land of 11.378 acres, lying between the existing Pavillion Mall Shopping Center and Fire Station Drive on Chagrin Boulevard from Class U-7A (Office Building) to Class U-4A (Shopping Center). A copy of the legal description of such zoning is annexed hereto and made a part hereof as if fully rewritten herein.

Section 3. The Clerk of Council is directed to advertise this hearing one time in a newspaper of general circulation in the City at least thirty (30) days prior to the public hearing setting forth the substance of the issue and the general location. Further the Clerk should send a letter to each property owner listed on City records abutting the land to be rezoned and informing the owners of the hearing. The failure of any owner to receive a written notice shall not invalidate the public hearing.

Section 4. That by adopting this legislation the Council finds and determines that its passage will create a better utilization of land than the existing office building zoning; that the existing Pavillion Mall property will benefit therefrom, that such zoning is

consistent with the overall planning and zoning in the City and that by adoption of additional laws to better regulate occasional accumulation of debris, truck parking and other related items no impairment will result to adjoining residential properties greater than that which might reasonably be expected from the existing office building zoning. The Clerk of Council and City Engineer are directed to change all City records to demonstrate this rezoning and the City zoning map is hereby amended to conform to this change.

Section 5. That as an inducement to the City of Beachwood to rezone the said property from its existing zoning district to a shopping center district as hereinabove set forth, the property owners have submitted to the Council and the Planning and Zoning Commission certain plans, drawings and specifications which are on record with the City. That these submissions propose the construction of a shopping center development. That the property owners have agreed and the City has accepted the drawings as an inducement to the City to rezone the said property upon the condition that should the property be rezoned, the property owners will develop the said property substantially in the manner and form presented on the plans, drawings and specifications and that there will be no material or substantial alterations or change in the plans without the consent of the Planning and Zoning Commission of the City and the Council. Any default by the property owners or the failure to start construction within two (2) years shall be just cause for Council to consider re-zoning the property to its former or an alternate zoning district. \*

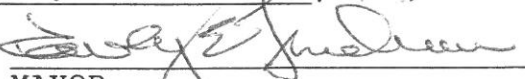
Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

Attest: I hereby certify that this legislation was duly adopted on the 3rd day of July, 1991, and presented to the Mayor for approval or rejection in accordance with Article III, Section 7 of the Charter on the 3rd day of July, 1991.

  
CLERK

Approval: I have approved this legislation this 3rd day of July, 1991, and filed it with the Clerk.

  
MAYOR

\*Deed restrictions agreed upon and letters as shown in minutes of Council shall be added to Ordinance as a further inducement to the City to rezone.

DESCRIPTION OF A  
11.378 ACRE PARCEL

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot Nos. 48 and 49 further bounded and described as follows:

Beginning at an iron pin monument in the centerline of Chagrin Boulevard (80 feet wide) being the southwesterly corner of Original Lot No. 49; Thence along the centerline of Chagrin Boulevard and the southerly line of Original Lot No. 49 a distance of 664.04 feet to a point said point being distant N 89 deg. 44 min. 30 sec. W, 60.00 feet from an iron pin monument at the intersection of the centerlines of Chagrin Boulevard and Fire Station Drive shown on Map of Dedication recorded in Volume 250, Page 44 of Cuyahoga County Map Records; Thence N 0 deg. 15 min. 30 sec. E, 40.00 feet to a point of curvature in the northerly sideline of Chagrin Boulevard said point being the principal point of beginning of the parcel herein described;

Course No. 1 - Thence along the arc of the curved northwesterly turnout of Fire Station Drive deflecting to the left having a radius of 35.00 feet a chord bearing N 45 deg. 15 min. 30 sec. E, 49.50 feet, an arc distance of 54.98 feet to an iron pin;

Course No. 2 - Thence N 0 deg. 15 min. 30 sec. E, along the westerly sideline of Fire Station Drive, 139.82 feet to an iron pin at an angle point therein;

Course No. 3 - Thence N 2 deg. 02 min. 08 sec. E, continuing along the westerly sideline of Fire Station Drive, 506.71 feet to an iron pin in the southerly line of Chagrin Properties Co.'s Halburton Resubdivision as recorded in Volume 210, Page 60 thru 62 of Cuyahoga County Map Records;

Course No. 4 - Thence N 82 deg. 32 min. 50 sec. W, along the southerly line of said Halburton Resubdivision, 320.82 feet to an iron pin at an angle point therein;

Course No. 5 - Thence N 82 deg. 35 min. 01 sec. W, continuing along the southerly line of said Halburton Resubdivision, 53.60 feet to an iron pin at an angle point therein;

Course No. 6 - Thence N 88 deg. 28 min. 42 sec. W, continuing along the southerly line of said Halburton Resubdivision, 87.25 feet to an iron pin at an angle point therein;

Course No. 7 - Thence S 80 deg. 56 min. 56 sec. W, continuing along the southerly line of said Halburton resubdivision, 90.38 feet to an iron pin at an angle point therein;



Course No. 8 - Thence S 65 deg. 53 min. 25 sec. W, continuing along the southerly line of said Halburton Subdivision, 174.75 feet to an iron pin at an angle point therein;

Course No. 9 - Thence S 81 deg. 50 min. 30 sec. W, continuing along the southerly line of said Halburton Resubdivision, 6.82 feet to an iron pin at the northeasterly corner of land described in deed to Pavilion Properties Co. recorded in Volume 13393, Page 433-435 of Cuyahoga County Deed Records;

Course No. 10 - Thence S 0 deg. 09 min. 20 sec. W, continuing along the easterly line of said Pavilion Properties parcel, 642.35 feet to an iron pin in the northerly sideline of aforesaid Chagrin Boulevard;

Course No. 11 - Thence S 89 deg. 44 min. 30 sec. E, continuing along the northerly sideline of said Chagrin Boulevard, 663.99 feet to the principal point of beginning a shown on a map of survey prepared by The C. W. Courtney Company and dated August, 1990, and containing 11.378 acres of land be the same more or less but subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only.

THE C. W. COURTNEY COMPANY

August 9, 1990  
Revised September 28, 1990

KAHN, KLEINMAN, YANOWITZ & ARNSON CO., L.P.A.

ATTORNEYS AT LAW

THE TOWER AT ERIEVIEW

SUITE 2600

CLEVELAND, OHIO 44114-1824

(216) 696-3311

FAX (216) 696-1009

July 2, 1991

ADRIENNE C. LALAK  
THOMAS I. HAUSMAN  
M. COLETTE GIBBONS  
ANNE L. MEYERS  
FREDERICK N. WIDEN  
JAMES J. BARTOLOZZI  
SCOTT M. LEWIS  
WILLIAM M. PHILLIPS  
SHARON G. NEWMAN\*  
SEAN BOWEN  
FREDERIC P. SCHWIEG  
RANDALL B. SHORR  
BENJAMIN J. OCKNER  
TONI M. TRAFAS  
DOROTHEA M. POLSTER

OF COUNSEL  
BENNET KLEINMAN

\* ADMITTED ONLY IN  
THE STATE OF WASHINGTON

BENNETT YANOWITZ  
ARMOND D. ARNSON  
SHELDON BERNIS  
BERNARD J. STUPLINSKI  
MORLEE A. ROTHCHILD  
LAWRENCE C. SHERMAN  
NEIL KURIT  
THOMAS L. DETTELBACH  
RICHARD A. ROSNER  
GERALD I. ARNSON  
MICHAEL H. DIAMANT  
MARC H. MORGENSTERN  
ROBERT J. VALERIAN  
RICHARD S. RIVITZ  
BRUCE E. GAYNOR  
BRIAN A. BASH  
NEIL W. GURNEY

DIRECT DIAL NUMBER  
(216)

736-3326

Louis H. Orkin, Esq.  
23625 Commerce Park Road, #206  
Beachwood, Ohio 44122

Re: Proposed Pavilion Mall  
Rezoning and Expansion

Dear Lou:

This letter will confirm the terms of the deed restrictions, which have been agreed to by Finast and Pavilion Properties Co., to be imposed upon the property of the Pavilion Mall as a condition of the proposed rezoning.

It should be noted that Finast has no present intention of opening its store beyond its present hours of operation, which are 7:00 A.M. to 11:00 P.M., except that it reserves the right to open its store up to one hour earlier and/or close its store up to one hour later based upon the future business demands of the store. These hours will be its "Permitted Hours" of operation. Finast would be able to stay open beyond its Permitted Hours only if its competition were to open beyond those hours (the "Restricted Hours"), and thereby put Finast at a competitive disadvantage. As we discussed, Finast has defined the market area of its Pavilion store and Finast would only be permitted to operate its Pavilion store during the Restricted Hours if a store located within that area, containing at least 35,000 square feet operates during the Restricted Hours. Because market areas may change over time (this deed restriction will last 40 years), if a supermarket of the same size located outside the defined market area operates, or Finast learns that such a supermarket is planning to operate during the Restricted Hours, and Finast believes that the operation of such a supermarket will have a substantial and adverse impact on its Pavilion store, Finast can

Louis H. Orkin, Esq.  
July 2, 1991  
Page 2

apply to the City for an amendment of the deed restrictions, in which event Council will hold a public hearing and will either approve or reject Finast's application within 30 days after the date it received Finast's application. Council would agree to not unreasonably withhold its approval of Finast's application if the evidence before it confirmed that the operation of such other supermarket would have a substantial and adverse impact on its Pavilion store.

The interests of the abutting property owners would be protected by the provisions you suggested in the event that the operation of the Pavilion Finast during the Restricted Hours is ever determined by the City to have an adverse effect on them. I have also included the security protection which you suggested and the provision waiving any objection to the enactment of an ordinance restricting hours of delivery.

The specific terms to which Finast agreed are as follows:

1. Finast would be permitted to operate during the Restricted Hours upon seven days' prior written notice ("Notice of Opening") to the City, if and only if, and only to the extent that a supermarket (other than one owned by Finast) containing at least 35,000 square feet (hereinafter a "Competing Supermarket") operates during the Restricted Hours within the market area of the Pavilion Finast store which is outlined in the attached drawing (the "Market Area").

2. In the event that a Competing Supermarket located outside the Market Area operates, or Finast learns that such Competing Supermarket intends to operate during the Restricted Hours, and Finast believes that the operation of the Competing Supermarket will cause a substantial and adverse impact upon its Pavilion Finast store, Finast may, by written application to the City, request an amendment to the deed restrictions in order to permit Finast to operate its Pavilion store during the same Restricted Hours as the Competing Supermarket is operating or, will be operating. The City will promptly schedule a public hearing before Council at which Council will receive evidence relating to Finast's application, and in the event that the evidence before Council shows that the operation of the Competing Supermarket will probably cause a substantial and adverse impact upon the Pavilion Finast store, the City shall not unreasonably withhold approval of Finast's application. Council shall either approve or reject Finast's application within 30 days after Finast's application is received by the City. In the event that

Louis H. Orkin, Esq.  
July 2, 1991  
Page 3

Council approves Finast's application, Finast may operate its Pavilion store only to the extent that and during the same Restricted Hours that the Competing Supermarket operates.

3. If, at any time after the Pavilion Finast begins operating during the Restricted Hours, the City Council should determine that there is reasonable cause to believe that the operation of the Pavilion Finast during the Restricted Hours is causing any of the following injuries to the occupants abutting the Pavilion Mall, to-wit: nuisance, invasion of privacy, trespass on property rights, reduction of property values, unreasonable noise or a clear and present danger to the use of their properties, the City Council may, upon 30 days' prior written notice to Finast and Pavilion Properties Co. hold a public hearing in order to determine whether the operation of the Pavilion Finast is, in fact, causing any of such injuries to the abutting residents. In the event that the City determines that the operation of the Pavilion Finast during the Restricted Hours is causing any of such injuries to the abutting residents,

(a) Council shall afford Finast a period of 30 days to submit a plan which will provide for the correction of the operation of the Pavilion Finast in order to eliminate the problems found to exist within 30 days after acceptance of the plan.

(b) Upon receipt by Council from Finast of its plan, Council may approve the plan, modify the plan or impose its own plan.

(c) Finast shall forthwith implement the plan accepted by Council.

(d) If Council, after 10 days' written notice to Finast and Pavilion Properties Co., determines at a public hearing that Finast has failed to submit a plan, or, having submitted a plan, has failed to implement a plan approved, modified or imposed by Council, Council may order the Pavilion Finast to discontinue operation during the Restricted Hours.

4. Finast shall have the right to appeal any decision or order by Council to the Cuyahoga County Common Pleas Court pursuant to Chapter 2506 of the Ohio Revised Code, however, Finast waives any right it might have to any award of damages against the City or any of its elected or appointed representatives arising from or relating to any such order.

Louis H. Orkin, Esq.  
July 2, 1991  
Page 4

5. In the event that the Pavilion Finast is operated during the Restricted Hours, Pavilion Properties Co. shall provide a properly equipped security person who shall be an off-duty police officer.

In addition, Pavilion Properties Co. has agreed that a deed restriction may be imposed which will restrict the hours of operation of all retail stores, except restaurants, to 6:00 A.M. to 12:00 P.M.

With regard to the use of the out-lots, it is Pavilion Properties' intention to restrict the use of the westerly out-lot so that it can be used only for an upscale restaurant. Accordingly, you and I have tentatively agreed to the following deed restrictions to insure that the westerly out parcel will be so used.

Any restaurant located in the building to be constructed on the westerly out parcel:

1. shall be a full service restaurant (except that it may contain a self-service salad bar).
2. shall not permit a drive-through sales or service, and
3. shall not permit take-out sales in an amount in excess of 5% of its total sales.

Pavilion Properties has agreed that the easterly out-lot will not be used as a restaurant and has further agreed to execute a deed restriction to that effect.

Finally, Pavilion Properties Co. and Finast have agreed to waive any right they may have to object to the enactment of an ordinance restricting the hours of delivery to the Pavilion Mall and to the Finast store as follows:

Except in those instances in which normal deliveries are interrupted by weather, labor disputes, accidents or other circumstances beyond the control of any tenant of the Pavilion Mall (including Finast) to whom a delivery is to be made and the company making such delivery to such tenant,



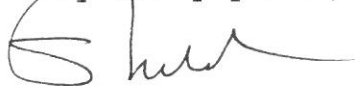
Louis H. Orkin, Esq.  
July 2, 1991  
Page 5

- (1) no deliveries shall be made to the Finast store through the easterly loading dock between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday or at any time on Sunday;
- (2) no parking shall be permitted and no deliveries shall be made in the service drive and parking areas located at the rear of the Pavilion Mall between the hours of 9:30 P.M. and 7:00 A.M.; and
- (3) no tractor-trailers shall be operated in the service drive located at the rear of the Pavilion Mall between the hours of 7:00 P.M. and 7:00 A.M.

In the event that Finast determines that the aforesaid delivery hours are creating a hardship in the operation of its store, City Council will, at Finast's request promptly schedule a public hearing in order to determine whether a change in such hours are warranted.

I trust that the foregoing accurately sets forth that which we have discussed, and that the proposed deed restrictions will lay to rest the concerns that have been expressed by members of Council and abutting residents regarding the possible 24 hour operation of the Finast Pavilion, the use of the out-lots and the restrictions relating to deliveries and use of the service drive behind the Pavilion Mall.

Very truly yours,



Sheldon Berns

SB/sam



293049

VOL. 92-5678 PAGE 45

①  
DEED  
#42

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 21 day of October, 1991 by PAVILION PROPERTIES CO., an Ohio partnership ("Pavilion"), JEROD KRAVITZ and LOIS KRAVITZ, husband and wife ("Kravitz"), MILTON A. WOLF ("Wolf"), VISCONSI BEACHWOOD CO., an Ohio general partnership ("Visconsi") and FIRST NATIONAL SUPERMARKETS, INC., a Massachusetts corporation ("Finast"). Pavilion, Kravitz, Wolf, Visconsi and Finast are sometimes collectively referred to herein as the "Declarants".

WITNESSETH:

WHEREAS, Pavilion is the owner of certain property situated in the City of Beachwood, County of Cuyahoga, State of Ohio which is described in Exhibit "A" attached hereto and made a part hereof and which is hereinafter referred to as the "Pavilion Parcel";

WHEREAS, Kravitz is the owner of property situated in the City of Beachwood, County of Cuyahoga, State of Ohio which is described in Exhibit "B" attached hereto and made a part hereof and which is hereinafter referred to as the "Kravitz Parcel";

WHEREAS, Wolf and Visconsi are the owners of property situated in the City of Beachwood, County of Cuyahoga, State of Ohio which is described in Exhibit "C" attached hereto and made a part hereof and which is hereinafter referred to as the "Wolf-Visconsi Parcel";

WHEREAS, the Pavilion Parcel, the Kravitz Parcel, and the Wolf-Visconsi Parcel are sometimes collectively referred to herein as the "Premises" and are shown on the proposed site plan attached hereto and made a part hereof as Exhibit "D" ("Site Plan");

WHEREAS, the existing Pavilion Mall and the proposed additions thereto as shown on the Site Plan (excluding the Westerly and Easterly Out-Lots referred to in Sections 4 and 5 herein) are hereinafter referred to as the "Shopping Mall";

WHEREAS, Finast is the tenant of the Kravitz Parcel and operates a Supermarket (defined below) thereon ("Pavilion Finast Supermarket");

WHEREAS, Finast desires to relocate the Pavilion Finast Supermarket to the portion of the Premises that is being rezoned to Class U-4A Shopping Center District by Ordinance No. 1990-83; and

WHEREAS, Declarants desire, for the benefit of the City of Beachwood, an Ohio Municipal corporation, to restrict the use of the Premises as hereinafter set forth;

WHEREAS, the City of Beachwood on the 3rd day of July, 1991, enacted an ordinance, being Ordinance No. 1990-83, the effect of which was to rezone portion of the Premises from Class U-7A, Office Building District to Class U-4A, Shopping Center District (the balance of the Premises being already zoned

CHICAGO TITLE ORDER  
INSURANCE CO. ESCROW = 24375 KRISTIE F. VEHOVEC  
468906-2

9-10-91 00:00:00

Class U-4A, Shopping Center District), conditioned upon the receipt by the Law Director of the City of Beachwood of restrictions in form satisfactory to said Law Director restricting the use of the Premises as hereinafter set forth; and

WHEREAS, this Declaration of Restrictions is intended to satisfy the aforesaid condition of said Ordinance No. 1990-83.

NOW, THEREFORE, Declarants, for themselves and their respective heirs, executors, administrators, successors and assigns, hereby covenant and declare that:

1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Supermarket". A retail store engaged primarily in the sale of food, food products, household products, groceries, dairy products, baked goods, beverages, meat and meat products, vegetables and vegetable products, produce, poultry, fish and food supplies offered to the public primarily on a self-service cash and carry basis for off-premises use and/or consumption.

(b) "Competing Supermarket". A Supermarket (other than one owned or operated by Finast or by any entity in which Finast owns or controls at least a fifty percent (50%) interest) containing at least 35,000 square feet which operates during the Restricted Hours (hereafter defined) within the Market Area (hereafter defined) of the Pavilion Finast Supermarket.

(c) "Market Area". The area outlined on Exhibit "E" attached hereto and made a part hereof.

(d) "Permitted Hours of Operation". The current hours of operation of the Pavilion Finast Supermarket; to wit: 7:00 A.M. to 11:00 P.M., except that Finast reserves the right to open the Pavilion Finast Supermarket up to one (1) hour earlier and/or close the Pavilion Finast Supermarket up to one (1) hour later based on the future business demands of the Pavilion's Finast Supermarket.

(e) "Restricted Hours of Operation". The hours of operation that the Pavilion Finast Supermarket shall be able to stay open beyond the Permitted Hours of Operation as provided in Section 2 hereof.

(f) "City". The City of Beachwood, Ohio, a municipal corporation.

(g) "Council". The Council of the City of Beachwood, Ohio.

(h) "Finast". First National Supermarkets, Inc. and any other entity operating a Supermarket in or on the Shopping Mall.

(i) "Abutting Residents". Owners of single family residences that are located from 24020 Halburton Road to 25442 Halburton Road.

2. The Right of Finast to Operate the Pavilion Finast Supermarket During Restricted Hours.

(a) Finast shall be allowed to operate during the Restricted Hours upon seven (7) days' prior written notice to the City, if and only if, and only to the extent that a Competing Supermarket operates during Restricted Hours within the Market Area.

(b) If a Competing Supermarket located outside the Market Area operates, or Finast learns that such Competing Supermarket intends to operate during the Restricted Hours, and Finast believes that the operation of the Competing Supermarket will cause a substantial and adverse impact upon its Pavilion Finast Supermarket, Finast may, by written application to the City, request an amendment to these restrictions in order to permit Finast to operate its Pavilion Finast Supermarket during the same Restricted Hours as the Competing Supermarket is operating or, will be operating. The City will promptly schedule a public hearing before Council at which Council will receive evidence relating to Finast's application, and in the event that the evidence before Council shows that the operation of the Competing Supermarket will probably cause a substantial and adverse impact upon the Pavilion Finast Supermarket, the City shall not unreasonably withhold or delay approval of Finast's application. Council shall either approve or reject Finast's application within thirty (30) days after Finast's application is received by the City. If Council approves Finast's application, Finast may operate its Pavilion store only to the extent that and during the same Restricted Hours that the Competing Supermarket operates.

(c) If at any time after the Pavilion Finast Supermarket begins operating during the Restricted Hours, Council should determine that there is reasonable cause to believe that the operation of the Pavilion Finast Supermarket during the Restricted Hours is causing any of the following injuries to Abutting Residents, to-wit: nuisance, invasion of privacy, trespass on property rights, reduction of property values, unreasonable noise or a clear and present danger to the use of their properties, Council may, upon thirty (30) days' prior written notice to Finast, Kravitz, Wolf, Visconsi and Pavilion hold a public hearing in order to determine whether the operation of the Pavilion Finast Supermarket is, in fact, causing any of such injuries to the Abutting Residents. In the event that Council determines that the operation of the Pavilion Finast Supermarket during the Restricted Hours is causing any of such injuries to the Abutting Residents,

(i) Council shall afford Finast a period of thirty (30) days to submit a plan which will provide for the correction of the operation of the Pavilion Finast Supermarket in order to eliminate, within thirty (30) days after acceptance of the plan, the problems found to exist.

(ii) Upon receipt by Council from Finast of its plan, Council may approve the plan, modify the plan or impose its own plan.

(iii) Finast shall forthwith implement the plan accepted by Council.

(iv) If Council, after ten (10) days' written notice to Finast, Kravitz, Wolf, Visconti and Pavilion, determines at a public hearing that Finast has failed to submit a plan, or, having submitted a plan, has failed to implement a plan approved, modified or imposed by Council, Council may order Finast to discontinue operation during the Restricted Hours.

(d) Finast shall have the right to appeal any decision or order by Council to the Cuyahoga County Common Pleas Court pursuant to Chapter 2506 of the Ohio Revised Code, however, Finast waives any right it might have to any award of damages against the City or any of its elected or appointed representatives arising from or relating to any such order.

(e) If the Pavilion Finast Supermarket is operated during the Restricted Hours,

(i) Pavilion shall provide a properly equipped security person who shall be an off-duty police officer; and

(ii) Finast shall not sell beer and/or wine from 12:00 A.M. to 6:00 A.M.

3. Restriction on Hours of Operation of Other Retail Stores in the Shopping Mall. The hours of operation of all retail stores in the Shopping Mall shall not exceed the hours of 6:00 A.M. to 12:00 A.M. except for: (i) restaurants; and (ii) the right of Finast to operate during Restricted Hours as provided in Section 2 above.

4. Westerly "Out-Lot" Parcel. Any restaurant located in a building to be constructed on the westerly "out-lot" parcel shown on the Site Plan:

(a) Shall be a full service restaurant (except it may contain a self-service salad bar).

(b) Shall not permit drive-through sales or service; and

(c) Shall not permit take-out sales in an amount in excess of five percent (5%) of its total sales during any calendar year.

5. Easterly "Out-Lot" Parcel. No restaurant shall be constructed and/or operated on the easterly "out-lot" parcel shown on the Site Plan.

6. Enactment of an Ordinance Restricting the Hours of Delivery to the Shopping Center. Declarants agree to waive any right they may have to object to the enactment of an ordinance which will restrict the hours of delivery to the Shopping Mall as follows:

Except in those instances in which normal deliveries are interrupted by weather, labor disputes, accidents or other circumstances beyond the control of (a) the tenant of the Shopping Mall to whom a delivery is to be made and (b) the company making such delivery to such tenant,

(i) No deliveries shall be made to the Pavilion Finast Supermarket through the easterly loading dock between the hours of 7:00 P.M. and 7:00 A.M. Monday through Saturday or at any time on Sunday;

(ii) No parking shall be permitted and no deliveries shall be made in the service drive and parking areas located at the rear of the Shopping Mall between the hours of 9:30 P.M. and 7:00 A.M.; and

(iii) No tractor-trailers or rubbish and garbage removal trucks shall be operated in the service drive located at the rear of the Shopping Mall between the hours of 7:00 P.M. and 7:00 A.M.

If Finast determines that the aforesaid delivery hours are creating a hardship in the operation of its store, Council shall, at Finast's request, promptly schedule a public hearing in order to determine whether a change in such hours is warranted.

The acceptance by the City of this Declaration of Restrictions shall not preclude the City from enacting other regulations restricting hours of delivery; provided, however, nothing contained in this paragraph shall create a presumption in favor of the City to the effect that Finast consents in advance to any such regulations nor shall anything contained in this paragraph constitute a waiver by Finast of any of its rights to oppose any such regulations.

7. Notices. Every notice which is required to be given or which may be given hereunder shall be deemed to have been sufficiently given or served by personal delivery to the other party for whom it is intended or by being deposited, postage prepaid, registered or certified mail, return receipt

requested, in the United States mail addressed to the parties at the addresses listed below, or to such other address as any party may hereinafter designate in writing:

If to Pavilion:	M. H. Hausman Co. 23200 Chagrin Boulevard Beachwood, Ohio 44122 Attn: Roger Benjamin
If to Kravitz:	Jerod Kravitz 1947 Winchester Road Lyndhurst, Ohio 44124
With a copy to:	Calfee, Halter & Griswold 1800 Society Building Cleveland, Ohio 44114 Attn: Walter A. Boyd, Esq.
If to Wolf:	Honorable Milton A. Wolf Milton A. Wolf Investors 25700 Science Park Drive Suite 350 Beachwood, Ohio 44122
If to Visconsi:	Visconsi Beachwood Co. 30100 Chagrin Boulevard Pepper Pike, Ohio 44124 Attn: Dominic A. Visconsi
If to Finast:	First National Supermarkets, Inc. 17000 Rockside Road Cleveland, Ohio 44137 Attn: William A. White, Vice President/Real Estate
If to the City or the Council:	2700 Richmond Road Beachwood, Ohio 44122 Attention: Clerk of Council

(a) In the event that the interest of any party shall be transferred, in whole or in part, to any other person, firm or company (the "Transferee") and notice of such transfer together with the address for giving of notices to the Transferee is not provided to the City in writing, the City's obligation of notice shall be satisfied by giving notice to the parties at the addresses listed above, or, if notice of transfer or new address has been provided to the City in writing, then to the Transferee and/or such new address provided to the City.



8. General Provisions.

(a) The restrictions of this Declaration are intended for the sole benefit of the City and may be modified or amended by the Declarants, their respective heirs, executors, administrators, successors and assigns, in whole or in part, only with the consent of Council by an ordinance duly adopted by Council as evidenced by its minutes.

(b) The restrictions of this Declaration shall become effective on the date upon which the first certificate of occupancy is issued by the City for a store on the portion of the Premises rezoned by Ordinance No. 1990-83, and shall remain effective for a period of forty (40) years thereafter, unless amended in accordance with the provisions of Subsection 8(a) above; provided, however, that the restrictions of this Declaration shall not apply to the Kravitz Parcel and/or Finast until such time as a certificate of occupancy is issued for a Supermarket on the portion of the Premises rezoned by Ordinance No. 1990-83.

(c) This Declaration shall run with the land and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, but only with respect to the period of his, her or its respective interest in the Premises or any portion thereof.

(d) If, for any reason, Ordinance No. 1990-83 does not become effective within a period of two (2) years from and after the date of recording of this Declaration of Restrictions, Pavilion, by notice to the City, may declare this Declaration of Restrictions null and void, in which event, the City shall forthwith execute and deliver to Pavilion an acknowledgment in recordable form declaring this Declaration of Restrictions to be null and void and of no further force and effect whatsoever.

9. Counterparts.

This Declaration may be executed in several counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, this Declaration is executed by Pavilion this 18 day of October, 1991, by Kravitz this 21 day of October, 1991, by

WOLF this 21 day of October, 1991, by Visconti, this 21 day of October, 1991 and by Finast this 21 day of October, 1991.

WITNESSES:

Walter P. Brown  
Michael P. Slon  
Michael P. Slon

Michael P. Slon  
Michael P. Slon

Michael P. Slon  
Michael P. Slon

Michael P. Slon  
Michael P. Slon

PARTIES:

PAVILION PROPERTIES CO., an Ohio partnership

By: [Signature]

[Signature]  
JERRO KRAVITZ

[Signature]  
LOIS KRAVITZ

[Signature]  
MILTON A. WOLF

VISCONTI BEACHWOOD CO.,  
an Ohio partnership

By: [Signature]

FIRST NATIONAL SUPERMARKETS, INC.

By: [Signature]

STATE OF OHIO }  
COUNTY OF CUYAHOGA } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named PAVILION PROPERTIES CO., an Ohio partnership, by Walter E. Benjamin, its General Partner, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such partner and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Cleveland, Ohio this 18th day of October, 1991.

Anne M. Santora  
Notary Public  
ANNE M. SANTORA, Notary Public  
State of Ohio, Cuyahoga County  
My Commission Expires Dec. 17, 1995

STATE OF Ohio }  
COUNTY OF Cuyahoga } SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named JEROD KRAVITZ and LOIS KRAVITZ, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Beachwood, Ohio this 21st day of October, 1991.

Heidi Unger  
Notary Public  
HEIDI UNGER  
Notary Public, State of Ohio  
My Commission Expires Nov. 23, 1995

STATE OF OHIO  
COUNTY OF CUYAHOGA

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MILTON A. WOLF, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Beachwood, Ohio this 21st day of October, 1991.

Heidi Unger  
Notary Public  
HEIDI UNGER  
Notary Public, State of Ohio  
My Commission Expires Nov. 29, 1995

STATE OF OHIO  
COUNTY OF CUYAHOGA

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named VISCONSI BEACHWOOD CO., an Ohio partnership, by Dominic Visconsi, its General Partner, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such partner and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Cleveland, Ohio this 21st day of October, 1991.

Heidi Unger  
Notary Public  
HEIDI UNGER  
Notary Public, State of Ohio  
My Commission Expires Nov. 29, 1995

925678-2104

STATE OF Ohio }  
COUNTY OF Cuyahoga } SS:

VOL. 92-5678 PAGE 55

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FIRST NATIONAL SUPERMARKETS, INC., a Massachusetts corporation, by Richard S. Bergman, its Chairman and C.E.O., who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Cleveland, Ohio this 21st day of December, 1991.

Annette M. Miller  
Notary Public

ANNETTE M. MILLER  
Notary Public, State of Ohio, Summit City.  
My Commission Expires July 6, 1996

ACCEPTANCE

The Council of the City of Beachwood, by Ordinance No. 1991-BB, has accepted this Declaration of Restrictions which shall be promptly recorded.

Dale L. Davis  
Dale L. Davis  
Clerk of Council

This Instrument Prepared By:

Sheldon Berns, Esq.  
Kahn, Kleinman, Yanowitz & Arnson, Co., L.P.A.  
The Tower at Erieview  
Suite 2600  
Cleveland, Ohio 44114  
(216) 696-3311

SITUATED IN THE CITY OF BEACHWOOD, COUNTY OF CUYAHOGA AND STATE OF OHIO AND BEING PART OF ORIGINAL WARRENSVILLE TOWNSHIP LOT NO. 48, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER LINE OF CHAGRIN BOULEVARD, 66 FEET WIDE, AT THE SOUTHEAST CORNER OF SAID ORIGINAL WARRENSVILLE TOWNSHIP LOT NO. 48; THENCE NORTH 89 DEGREES 50' 40" WEST 755 FEET ALONG THE SAID CENTER LINE OF CHAGRIN BOULEVARD TO A POINT THEREIN; THENCE NORTH 0 DEGREES 09' 20" EAST, 33 FEET TO A POINT IN THE NORTHERLY LINE OF CHAGRIN BOULEVARD FOR THE PRINCIPAL PLACE. SAID PRINCIPAL PLACE OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LAND CONVEYED TO PAUL LIPMAN, TRUSTEE, AND HARRY WEISS, TRUSTEE, BY DEEDS RECORDED IN VOLUME 12338, PAGE 587 AND 589 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 89 DEGREES 50' 40" EAST, 670 FEET ALONG THE SAID NORTHERLY LINE OF CHAGRIN BOULEVARD TO THE WESTERLY END OF A CIRCULAR TURNOUT BETWEEN THE SAID NORTHERLY LINE OF CHAGRIN BOULEVARD AND THE WESTERLY LINE OF BRANDON ROAD, 60 FEET WIDE, AS SHOWN BY THE DEDICATION PLAT AS RECORDED IN VOLUME 210 OF MAPS, PAGE 27 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTHEASTERLY AND NORTHEASTERLY 19.18 FEET ALONG THE ARC OF A CIRCLE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 25 FEET AND WHOSE CHORD BEARS NORTH 68 DEGREES 10' 58" EAST, 18.71 FEET TO A POINT DISTANT 40 FEET NORTHERLY, AT RIGHT ANGLES FROM THE SAID CENTER LINE OF CHAGRIN BLVD., SAID POINT ALSO BEING THE MOST WESTERLY CORNER OF BRANDON ROAD, NOW VACATED, 60 FEET WIDE, AS SHOWN BY THE PLAT OF VACATION RECORDED IN VOLUME 210 OF MAPS, PAGE 35 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 89 DEGREES 50' 40" EAST 7.65 FEET ALONG THE SOUTHERLY LINE OF BRANDON ROAD, NOW VACATED, TO A POINT IN THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF BRANDON ROAD, NOW VACATED; THENCE NORTH 0 DEGREES 09' 20" EAST, 410.57 FEET ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE AND THE WESTERLY LINE OF BRANDON ROAD, NOW VACATED, TO AN ANGLE THEREIN; THENCE NORTH 2 DEGREES 18' 45" EAST, 224.02 FEET ALONG THE WESTERLY LINE OF BRANDON ROAD, NOW VACATED, TO A POINT IN A SOUTHEASTERLY LINE OF CHAGRIN PROPERTIES CO.'S HALBURTON RESUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 210 OF MAPS, PAGE 60 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 81 DEGREES 50' 30" WEST, 639.83 FEET ALONG THE SAID SOUTHEASTERLY LINE OF CHAGRIN PROPERTIES CO.'S HALBURTON RESUBDIVISION TO AN ANGLE POINT; THENCE NORTH 87 DEGREES 28' 37" WEST, 70.38 FEET ALONG A SOUTHWESTERLY LINE OF SAID CHAGRIN PROPERTIES CO.'S HALBURTON RESUBDIVISION TO A POINT THEREIN AND THE NORTHEASTERLY CORNER OF LAND SO CONVEYED TO PAUL LIPMAN, TRUSTEE, AND HARRY WEISS, TRUSTEE, AS AFORESAID; THENCE SOUTH 0 DEGREES 09' 20" WEST, 551.82 FEET ALONG THE EASTERLY LINE OF LAND SO CONVEYED TO PAUL LIPMAN, TRUSTEE AND HARRY WEISS, TRUSTEE, AS AFORESAID TO THE PRINCIPAL PLACE OF BEGINNING, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.



SITUATED IN THE CITY OF BEACHWOOD, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL WARRENSVILLE TOWNSHIP LOT NO. 48, BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING IN THE CENTER LINE OF CHAGRIN BLVD., 66 FEET WIDE, AT THE SOUTHEAST CORNER OF SAID ORIGINAL WARRENSVILLE TOWNSHIP LOT NO. 48; THENCE NORTH 89 DEGREES 50' 40" WEST 755 FEET ALONG THE SAID CENTER LINE OF CHAGRIN BOULEVARD TO A POINT THEREIN; THENCE NORTH 0 DEGREES 09' 20" EAST, 33 FEET TO A POINT IN THE NORTHERLY LINE OF CHAGRIN BOULEVARD FOR THE PRINCIPAL PLACE OF BEGINNING, SAID PRINCIPAL PLACE OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF LAND CONVEYED TO PAUL LIPMAN, TRUSTEE AND HARRY WEISS, TRUSTEE BY DEEDS RECORDED IN VOLUME 12338, PAGE 587 AND 589 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 89 DEGREES 50' 40" EAST, 252.00 FEET ALONG THE SAID NORTHERLY LINE OF CHAGRIN BLVD. TO A POINT; THENCE NORTH 0 DEGREES 09' 20" EAST, 573.46 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF CHAGRIN PROPERTIES CO.'S HALBURTON RESUBDIVISION AS SHOWN BY THE RECORDED PLAT IN VOLUME 210 OF MAPS, PAGE 60 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 81 DEGREES 50' 30" WEST, 183.61 FEET ALONG THE SAID SOUTHEASTERLY LINE OF CHAGRIN PROPERTIES CO.'S HALBURTON RESUBDIVISION TO AN ANGLE POINT; THENCE NORTH 87 DEGREES 28' 37" WEST, 70.38 FEET ALONG A SOUTHWESTERLY LINE OF SAID CHAGRIN PROPERTIES CO.'S HALBURTON RESUBDIVISION TO A POINT THEREIN AND THE NORTHEASTERLY CORNER OF LAND SO CONVEYED TO PAUL LIPMAN, TRUSTEE, AND HARRY WEISS, TRUSTEE AS AFORESAID; THENCE SOUTH 0 DEGREES 09' 20" WEST, 531.82 FEET ALONG THE EASTERLY LINE OF LAND SO CONVEYED TO PAUL LIPMAN, TRUSTEE, AND HARRY WEISS, TRUSTEE, AS AFORESAID TO THE PRINCIPAL PLACE OF BEGINNING, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS. EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF OHIO BY DEED RECORDED IN VOLUME 86-5088 PAGE 12 OF CUYAHOGA COUNTY RECORDS.

DESCRIPTION OF A  
11.378 ACRE PARCEL

Situated in the City of Beachwood, County of Cuyahoga and State of Ohio and known as being part of Original Warrensville Township Lot Nos. 48 and 49 further bounded and described as follows:

Beginning at an iron pin monument in the centerline of Chagrin Boulevard (80 feet wide) being the southwesterly corner of Original Lot No. 49; Thence along the centerline of Chagrin Boulevard and the southerly line of Original Lot No. 49 a distance of 664.04 feet to a point said point being distant N 89 deg. 44 min. 30 sec. W, 60.00 feet from an iron pin monument at the intersection of the centerlines of Chagrin Boulevard and Fire Station Drive shown on Map of Dedication recorded in Volume 250, Page 44 of Cuyahoga County Map Records; Thence N 0 deg. 15 min. 30 sec. E, 40.00 feet to a point of curvature in the northerly sideline of Chagrin Boulevard said point being the principal point of beginning of the parcel herein described;

Course No. 1 - Thence along the arc of the curved northwesterly turnout of Fire Station Drive deflecting to the left having a radius of 35.00 feet a chord bearing N 45 deg. 15 min. 30 sec. E, 49.50 feet, an arc distance of 54.98 feet to an iron pin;

Course No. 2 - Thence N 0 deg. 15 min. 30 sec. E, along the westerly sideline of Fire Station Drive, 139.82 feet to an iron pin at an angle point therein;

Course No. 3 - Thence N 2 deg. 02 min. 08 sec. E, continuing along the westerly sideline of Fire Station Drive, 506.71 feet to an iron pin in the southerly line of Chagrin Properties Co.'s Halburton Resubdivision as recorded in Volume 210, Page 60 thru 62 of Cuyahoga County Map Records;

Course No. 4 - Thence N 82 deg. 32 min. 50 sec. W, along the southerly line of said Halburton Resubdivision, 320.82 feet to an iron pin at an angle point therein;

Course No. 5 - Thence N 82 deg. 35 min. 01 sec. W, continuing along the southerly line of said Halburton Resubdivision, 53.60 feet to an iron pin at an angle point therein;

Course No. 6 - Thence N 88 deg. 28 min. 42 sec. W, continuing along the southerly line of said Halburton Resubdivision, 87.25 feet to an iron pin at an angle point therein;

Course No. 7 - Thence S 80 deg. 56 min. 56 sec. W, continuing along the southerly line of said Halburton resubdivision, 90.38 feet to an iron pin at an angle point therein;

VOL. 92-5678 PAGE 59

Course No. 8 - Thence S 65 deg. 53 min. 25 sec. W, continuing along the southerly line of said Halburton Subdivision, 174.75 feet to an iron pin at an angle point therein;

Course No. 9 - Thence S 81 deg. 50 min. 30 sec. W, continuing along the southerly line of said Halburton Resubdivision, 6.82 feet to an iron pin at the northeasterly corner of land described in deed to Pavilion Properties Co. recorded in Volume 13393, Page 433-435 of Cuyahoga County Deed Records;

Course No. 10 - Thence S 0 deg. 09 min. 20 sec. W, continuing along the easterly line of said Pavilion Properties parcel, 642.35 feet to an iron pin in the northerly sideline of aforesaid Chagrin Boulevard;

Course No. 11 - Thence S 89 deg. 44 min. 30 sec. E, continuing along the northerly sideline of said Chagrin Boulevard, 663.99 feet to the principal point of beginning as shown on a map of survey prepared by The C. W. Courtney Company and dated August, 1990, and containing 11.378 acres of land be the same more or less but subject to all legal highways and easements of record.

Bearings cited within the above description are to an assumed meridian and indicate angles only.

RECORDED THIS DATE  
FRANK RUSSO  
CUYAHOGA CO. RECORDER  
92 JUL -1 PM 1:58

92 JUL -1 PM 1:58

92 JUL -1 PM 1:58





INTRODUCED BY:

ORDINANCE NO. 2018-133

AN ORDINANCE ENACTING NEW CHAPTER 148 OF THE CODIFIED ORDINANCES OF THE CITY OF BEACHWOOD ESTABLISHING THE DEPARTMENT OF HUMAN RESOURCES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in light of an increased need for the role of human resources in the City, Council has determined that it is appropriate to create the Department of Human Resources.

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

Section 1: Pursuant to the provisions of Article V, Section 1 of the Charter of the City of Beachwood, new Chapter 148, establishing the Department of Human Resources, is hereby adopted as is more fully set forth below:

**“148.01 DEPARTMENT ESTABLISHED.**

A Department of Human Resources is hereby established.

**148.02 HUMAN RESOURCES MANAGER.**

- (a) There is hereby established the position of Human Resources Manager.
- (b) The Human Resources Manager shall be administratively established but shall include developing and implementing policies and programs regarding the City's employees.
- (c) Compensation for the Human Resources Manager shall be as established from time to time by Council.
- (d) Because of the confidential nature of the position of the Human Resources Manager, the position is unclassified and is exempt from Civil Service Rules and Regulations.

**148.03 HUMAN RESOURCES ADMINISTRATOR.**

- (a) There is hereby established the position of Human Resources Administrator.
- (b) The Human Resources Administrator shall be administratively established but shall include assisting with developing and implementing policies and programs regarding the City's employees.
- (c) Compensation for the Human Resources Administrator shall be as established from time to time by Council.
- (d) Because of the confidential nature of the position of the Human Resources Administrator, the position is unclassified and is exempt from Civil Service Rules and Regulations.

**148.04 HUMAN RESOURCES COORDINATOR.**

- (a) There is hereby established the position of Human Resources Coordinator.
- (b) The duties of the Human Resources Coordinator shall be administratively established.
- (c) Compensation for the Human Resources Coordinator shall be as established from time to time by Council.



(d) Because of the confidential and fiduciary nature of the position of Human Resources Coordinator, such position shall be unclassified and shall be exempt from Civil Service rules and regulations.”

Section 2: The City’s Salary Ordinance, specifically including but not limited to the Organizational Chart and Schedule D, shall be amended to add the Human Resources Department, reflect the positions of Human Resources Manager, Administrator and Coordinator within the Human Resources Department, remove the Human Resources Administrator and Coordinator positions from the Finance Department, and document that the Human Resources Manager reports to the Mayor with the Human Resources Administrator and Coordinator reporting to the Human Resources Manager. In the absence of the Human Resources Manager, the Human Resources Administrator shall report to the Mayor.

Section 3: The Finance Department shall create a budget for the Human Resources Department. Furthermore, Council hereby appropriates all funds necessary for the Human Resources Department with funds being available no later than the effective date of this legislation or the first calendar day after the next City payroll occurring after the effective date of this legislation.

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

Section 5: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason of the immediate need to provide for a more appropriate structure for City departments; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 6<sup>th</sup> day of August, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 7<sup>th</sup> day of August, 2018, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

ORDINANCE NO. 2018-134

AN ORDINANCE DECLARING ONE (1) 2014 FORD EXPEDITION PREVIOUSLY USED BY THE CITY'S POLICE DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE AND AUTHORIZING ITS SALE TO THE CITY OF SOUTH EUCLID, OHIO IN ACCORDANCE WITH CODIFIED ORDINANCE SECTION 131.03(a); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Chief of Police has determined that one (1) 2014 Ford Expedition, having a VIN of 1FMJU1G56EEF23951, ("Vehicle") is no longer needed for use in the City's Police Department or for any other public use in the City; and

WHEREAS, the City of South Euclid, Ohio is interested in purchasing the Vehicle; and

WHEREAS, the Chief of Police recommends the disposal and sale of the Vehicle to the City of South Euclid, Ohio for Ten Thousand Dollars and No Cents (\$10,000.00), a sum determined to be equal to the amount the City could have received if the Vehicle has been traded in for a new vehicle.

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

Section 1 In accordance with BCO §131.03(a) and based upon the recommendation of the Chief of Police, the Mayor has determined that one (1) 2014 Ford Expedition, having a VIN of 1FMJU1G56EEF23951, is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to dispose of the Vehicle by sale to the City of South Euclid, Ohio for the sum of Ten Thousand Dollars and No Cents (\$10,000.00) based upon the trade in value established by Bob Gilligham Ford, dated July 18, 2018. A copy of the trade in value is attached hereto and incorporated herein as Exhibit "A".

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

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

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

Attest: I hereby certify this legislation was duly adopted on the 6<sup>th</sup> day of August, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7<sup>th</sup> day of August, 2018.

---

Clerk

Approval: I have approved this legislation this 7<sup>th</sup> day of August, 2018, and filed it with the Clerk.

---

Mayor

EXHIBIT A

**George Bode**  
**BOB GILLINGHAM FORD**  
8383 Brookpark Road  
Parma, OH 44129

**July 18, 2018**

**Dan Cicchella**  
**City of Beachwood**  
23555 Mercantile Road  
Beachwood, OH 44122

Regarding 2014 Ford Expedition with vin # 1FMJU1G56EEF23951:

We feel the trade in value of this truck with 90,000 to 100,000 miles and damage showing on the car fax is between \$10,000 and \$11,000.

Regards,

**George Bode**  
Sales  
216-325-1519 office  
440-521-0635 cell  
george@bobgford.com

City of **Beachwood**  
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz  
FROM: Chief Gary Haba *GRH 7/23/18* *OK msh*  
DATE: 23 July 2018  
SUBJECT: Legislation: Sale of Police Vehicle to South Euclid

---

The two new police vehicles purchased this year replaced units 12-38 and 12-39, both Ford Expeditions. The retired unit #12-39 was retained by the city for use by the service department. The retired unit #12-38 could have been traded in, but the City of South Euclid Police Department expressed an interest in the vehicle. South Euclid did not require most of the lights or equipment so we are able to retain those items for minimal trade-in to Hall Public Safety.

The vehicle in question has been involved in accidents and can be considered to be in fair condition. The service department obtained a written trade in value without inspecting the vehicle which is attached. The City of South Euclid was told that we would be willing to sell the vehicle to them for the trade-in value with the prior approval of the finance department. I spoke to South Euclid Police Chief Nietert today and confirmed that they are still interested in the vehicle.

I respectfully request that authorization for the sale of retired unit #12-38 to the City of South Euclid for \$10,000 be added to the next available council agenda. I spoke to Councilman Berns, who stated that since there is no loss to the city, no committee meeting should be required to discuss it. Please contact me with any questions or concerns.

Advertisement

## 2014 Ford Expedition Pricing Report



**Style:** XL Sport Utility 4D  
**Mileage:** 90,000

### Vehicle Highlights

Fuel Economy: City 13/Hwy 18/Comb 15 MPG	Max Seating: 8
Doors: 4	Engine: V8, Flex Fuel, 5.4 Liter
Drivetrain: 4WD	Transmission: Auto, 6-Spd Overdrive
EPA Class: Standard Sport Utility Vehicles	Body Style: Sport Utility
Country of Origin: United States	Country of Assembly: United States

### Trade In To a Dealer

Trade-in Range  
**\$10,762 - \$12,589**  
Trade-in Value  
**\$11,676**



Valid for ZIP Code 44129 through 07/19/2018

### Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

#### Engine

V8, Flex Fuel, 5.4 Liter

#### Transmission

Auto, 6-Spd Overdrive

#### Drivetrain

4WD

#### Braking and Traction

Traction Control

AdvanceTrac

ABS (4-Wheel)

#### Comfort and Convenience

Anti-Theft System

Keyless Entry

Air Conditioning

Air Conditioning, Rear

Power Windows

Power Door Locks

Cruise Control

#### Steering

Power Steering

Tilt Wheel

#### Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

Premium Sound

SiriusXM Satellite

#### Safety and Security

Dual Air Bags

Side Air Bags

F&R Head Curtain Air Bags

#### Seats

Power Seat

Third Row Seat

#### Roof and Glass

Privacy Glass

#### Exterior

Fog Lights

Running Boards

#### Cargo and Towing

Roof Rack

Towing Pkg

#### Wheels and Tires

Alloy Wheels

#### Exterior Color

✓ Black

*WITH A CARPAX THAT SHOWS DAMAGE THE FACT IT WILL NEED TO BE SERVICE, I PUT A "FAIR" TRADE IN RANGE OF \$10-\$11,000*  
*Go*  
*VC Manager*  
*BOB GILLINGHAM-FORD*

### Glossary of Terms

**Kelley Blue Book® Trade-in Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

#### Tip:

It's crucial to know your car's true condition when you sell it, so that you

## POLICE CAR #12-38

YEAR 2014

DATE	QTY	MAKE	MODEL	EXPEDITION	MJUGS8EEF23951	GRAND TOTAL	WORK PERFORMED	COMMENTS	MECH	VENDOR
DATE	QTY	PART NUMBER	DESCRIPTION	COST	TOTAL					
4/24/2014	1	B329	oil filter	\$4.30			Service 5,035 miles.		Decrease	Truck Pro NE Lube
8/1/2014	1	B329	oil filter	\$11.34	\$15.64		Service 12,514 miles.		Hanning	Truck Pro NE Lube
9/15/2014	4	265/70R17	wiranger hp	\$653.84	\$15.31		Replace tires.		Cook	Wingbol Truck Pro NE Lube
9/15/2014	1	B329	oil filter	\$3.97			Service 15,774 miles.			
12/5/2014	7	5W30	oil	\$11.34						
9/15/2014	1		4 wheel alignment	\$79.95	\$688.15		Labor and materials to perform 4 wheel alignment 15,783 miles.		Decrease	Marshall Ford Truck Pro Rice Oil
3/15/2015	1	B329	oil filter	\$3.97	\$79.95		Service 20,673 miles.			
3/15/2015	7	5W30	oil	\$10.15	\$14.12					
4/2/2015	1	B329	body labor	\$1,206.50			Parts labor, paint and supplies to perform bodywork.		Decrease	Excaltour Excaltour Excaltour Excaltour
4/9/2015	1	5W30	frame labor	\$187.50			26,755 miles.			
7/6/2015	1	A-22 M	paint labor	\$98.00					Hanning	Turny Auto
8/5/2015	1	B329	oil filter	\$3.97	\$14.12		Service 26,773 miles.		Decrease	Truck Pro Rice Oil
8/5/2015	7	5W30	oil	\$10.15	\$14.12					
8/5/2015	1	B329	wiper blade	\$6.74	\$6.74		Replace wiper blade.		Hanning	
8/5/2015	1	B329	oil filter	\$3.97			Service 34,656 miles.		Decrease	Truck Pro Rice Oil
8/5/2015	7	5W30	oil	\$10.15			Replace battery.			Investate Battery
8/5/2015	1	MTF-65	battery	\$110.95	\$125.07					
8/5/2015	1	DL32-2001-A	front brake parts	\$51.48			Service 37,378 miles.		Hanning	Ganley
8/5/2015	2	CL32-1125-B	front brake rotors	\$133.06			Replace front brake pads and rotors.			Ganley
8/24/2015	1	B329	oil filter	\$3.97						Truck Pro Rice Oil
8/24/2015	7	5W30	oil	\$10.15						
10/16/2015	1	H13VP	bulb	\$17.75	\$198.66		Replace right headlamp bulb		Cook	Truck Pro
11/4/2015	1	B329	oil filter	\$3.97	\$17.75		Service 43,900 miles.		Hanning	Truck Pro Rice Oil
11/4/2015	7	5W30	oil	\$10.15						
11/4/2015	1	BL1Z-7863A23-B	seat cushion pad	\$165.54	\$14.12		Replace seat base and back pad.			Inreno Motive
11/4/2015	1	DL1Z-7861811-A	seat back pad	\$167.60						
11/4/2015	1		reupholster seat	\$360.00	\$693.14		Reupholster			
12/21/2015	1	B329	oil filter	\$3.97			Service 48,232 miles.		Decrease	Truck Pro Rice Oil
12/21/2015	7	5W30	oil	\$9.17			Replace rear tires.			Wingbol
12/21/2015	2	265/70R17	wiranger hp tire	\$290.00			Replace heater hose assy			Ganley
12/21/2015	1	BL1Z-18472-B	heater hose	\$30.93			Replace spark plugs right side engine			Ganley
12/21/2015	1	BL1Z-18472-A	heater hose	\$31.37						Ganley
12/21/2015	1	BL3Z-18472-D	heater hose	\$13.99						Ganley
12/21/2015	4	SP-509	spark plug	\$31.16						Ganley
12/21/2015	1	BL3Z-12029-A	coil	\$50.85						Ganley
12/21/2015	1	VC-7-8	antifreeze	\$12.91	\$480.35					Ganley
12/21/2015	1	7L1Z-7861203-AA	buckle assy	\$141.95	\$480.35		Replace drivers seat buckle assy		Decrease	Ganley
12/21/2015	1	B329	oil filter	\$3.97	\$141.95		Service 50,921 miles.		Decrease	Truck Pro Rice Oil
12/21/2015	7	5W30	oil	\$9.17			Replace spark plugs left side engine.			Truck Pro
12/21/2015	4	PA4323	air filter	\$10.75			Replace #6 coil			Ganley
12/21/2015	1	SP-509	spark plug	\$33.68						Ganley
12/21/2015	1	BL1Z-12029-AA	coil	\$50.85	\$108.42					Ganley



2/11/2016	1	9008	bulb	\$13.13	Replace right headlamp bulb	Hanning	Napa
3/16/2016	1	11004	bulb	\$1.69	Replace dome lamp bulb.	Dana	Napa
3/25/2016	2	WX-22-UB	wiper blade	\$14.00	Replace wiper blades	Hanning	Cleveland Ignition
4/5/2016	1	B329	oil filter	\$4.11	Service 57,305 miles	Hanning	Truck Pro
	7 qt	5W30	oil	\$9.03	Replace rear brake pads and rotors	Hanning	Rice Oil
	1	CL1Z-2200-A	rear brake pads	\$50.90		Ganley	Ganley
	2	CL1Z-2C026-A	rear brake rotors	\$123.56		Ganley	Napa
	1	9008	bulb	\$13.13		Napa	
4/25/2016	1	9L1Z-17C126-A	striker	\$50.54	Repair rear wiper	Hanning	Ganley
	1	9008	bulb	\$13.13	Replace right headlamp bulb	Napa	Napa
6/10/2016	1	B329	oil filter	\$4.11	SERVICE 62827 MILES	Decrease	Truck Pro
	7 qt	5W30	oil	\$9.03	REPLACED GLOVE BOX LAMP		Rice Oil
	1	7L1Z-14A13-A	GLOVE BOX LAMP	\$14.23	Replace right front tire.	Ganley	Safety Tire
	1	26S70R17	wrangler hp tire	\$145.00			
7/4/2016	1	9008	bulb	\$15.05	replaced bulb pass side	Cook	Turney Auto
8/15/2016	1	B329	oil filter	\$4.11	SERVICE 67,525 MILES	Hanning	Truck Pro
	7 qt	5W30	oil	\$10.85	REFRACED LEFT FRONT TIRE		Rice Oil
	1	26S70R17	wrangler hp tire	\$154.57	AND BATTERY		Wingfoot
	1	65-PC1250T	battery	\$280.07			HARRIS
12/9/2016	1	9008	bulb	\$15.05	Replace headlamp bulb	Decrease	Turney Auto
1/6/2017	2	WX-22-UB	wiper blade	\$14.00	Replace wiper blades	Decrease	Cleveland Ignition
1/10/2017	1	B329	oil filter	\$4.11	Service 75,065	Decrease	Truck Pro
	7 qt	5W30	oil	\$11.06			Rice Oil
2/2/2017	2	26S70R17	wrangler ht tire	\$306.06	75,950 miles Replace rear tires	Cook	Wingfoot
2/11/2017	1	7L1Z-7861203-AA	brake lamp	46.94	Replace rear high brake lamp.	Hanning	Ganley
6/19/2017	1	BL1Z-7823200-AA	window regulator	\$139.95	Service 83,033 miles	Hanning	Ganley
	1	DL3Z-2001-A	front brake pads	\$51.48	Replace front brake pads and rotors.		Ganley
	2	CL3Z-1125-B	front brake rotors	\$144.16	Replace right front tire		Ganley
	1	B329	oil filter	\$4.11			Truck Pro
	1	5W30	oil	\$12.67			Rice Oil
	7 qt	26S70R17	wrangler ht tire	\$155.30			Wingfoot
8/2/2017	1	AL1Z-19112-B	condenser	\$197.82	85,605 miles Replace a/c condenser	Cook	Ganley
	2	9W1Z-19B596-A	seal kit	\$21.84	Replace resistor		Ganley
	1	2F-2Z-18591-AA	resistor	\$20.96			Ganley
8/31/2017	1	labor & materials	seal repair	\$175.00	Repair left front seat back	Interior Motive	
10/5/2017	1	B329	oil filter	\$4.11	Service 87,460	Don Noddy	Truck Pro
	7 qt	5W30	oil	\$8.68			N E Lube
	2	WX-22-UB	wiper blade	\$14.00			Cleveland Ignition
10/24/2017	1	BL1T-18C869-CD	radio	\$259.50	Replace radio	Hanning	Ganley
10/25/2017	1	900BH13	bulb	\$13.51	Replace left headlamp bulb	Cook	Napa
11/6/2017	8	SP-509	spark plug	\$67.36	88,832 miles Replace spark plugs	Hanning	Ganley
12/4/2017	1	SP-509	spark plug	\$8.42	Replace a 3 coil apck and spark plug	Hanning	Ganley
	1	8L3Z-12029-A	coil assy	\$50.85			Ganley
	1	9L8Z-6G004-C	temp sensor	\$21.59	Replace right side cylinder head	Hanning	Ganley
	1	7L2Z-17664-A	washer pump	\$26.22	89,197 miles		Ganley
	1	9L3Z-18663-F	coolant tube	\$26.42			Ganley

4/20/2018	1	FA4323	air filter	\$11.02	\$1,221.31	Service 92,267 miles Replace both headlamp bulbs Replace rear wiper blade	Hamng	Truck Pro NE Lube Truck Pro				
	1	9L37-6049-1	cylinder head	\$867.78								
	10	9R37-6065-A	cy head bolt	\$48.20								
	1	713Z-6051-A	gasket	\$41.18								
	1	71LZ-6584-A	cover gasket	\$16.85								
	2	9L32-9448-A	gasket	\$16.52								
	1	XX44Z-6700-AA	seal	\$9.15								
	1	3L37-6020-FA	gasket	\$9.12								
	1	3L37-6020-FA	gasket	\$10.31								
	1	3L3Z-6020-DA	gasket	\$8.23								
4/25/2018	1	9L3Z-8286-C	radiator hose	\$29.46	\$769.98	Replace heater hose assy Add antifreeze	Hamng	Ganley Ganley Ganley Ganley Ganley Ganley Ganley Ganley Ganley Ganley				
	1	9L17-8260-C	radiator hose	\$25.32								
	1	3L3Z-8C387-AC	gasket	\$7.21								
	1	3L3Z-RC388-AC	gasket	\$7.73								
	1	DL3Z-198596-A	seal kit	\$18.16								
	2	9W7Z-198596-A	seal kit	\$21.84								
	1	B329	oil filter	\$4.15					\$56.85	Replace throttle body	Hamng	Ganley
	7 pt	5W30	oil	\$10.08								
	1	PA4323	air filter	\$11.02								
	2	9R08	bulb	\$19.90								
1	WW-1612	wiper blade	\$11.70									
1	BL3Z-9E926-C	throttle body	\$223.57									
4/25/2018	1	AL3Z-7G376-D	computer scan	\$428.66	\$223.57	Replace transmission electronic pressure atternd Complaint (transmission not shifting property) 92,375 miles	Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford Nick Mayers Ford					
	1	BL3Z-7G276-AA	connector	\$94.81								
	1	BL3Z-7A098-A	trans filter	\$17.55								
	1	X1-10-QLVC	trans fluid	\$21.13								
	12 pt	BR3Z-7A194-A	trans pan	\$63.00								
	1	BL3Z-7A191-C	trans pan gasket	\$46.67								
	24	WS60214-S437	trans pan bolt	\$14.14								
	1	9L3Z-7G084-A	tube assy	\$25.68								
	1	9L3Z-7G087-A	tube assy	\$9.19								
	2	9L3Z-7G199-A	tube assy	\$4.80								
6/27/2018	1	AL3Z-7F401-A	seal	\$5.66	\$769.98	Replace heater hose assy Add antifreeze	Hamng	Ganley Ganley Ganley Ganley Ganley Ganley Ganley Ganley Ganley Ganley				
	1	AL3Z-7F401-A	seal	\$5.92								
	1	AL3Z-7G383-U	electronic pressure solenoid	\$6.92								
	1	BL1Z-1R172-B	heater hose	\$31.77								
	1	BL3Z-1R172-D	heater hose	\$24.02								
	1	VC7-B	gold antifreeze	\$13.99								
	1	VC7-B	gold antifreeze	\$12.91								
	1	VC7-B	gold antifreeze	\$12.91								
	1	VC7-B	gold antifreeze	\$12.91								
	1	VC7-B	gold antifreeze	\$12.91								

8/12/95	2014 Ford Expedition Ford 4.6L	5.0L	8/1/2013	9/15/2013	12/8/2013	9/2/2015	7/6/2015	8/1/2015	12/7/2015	5/5/2016	8/20/2016	8/15/2016	1/10/2017	8/12/18	6/9/2018	10/2/2018	4/2/2019
#12-38	5.4L		12/31/14	15/7/14	20/6/13	20/7/13	16/6/13	3/12/18	4/1/17	5/1/05	6/8/17	6/1/15	3/5/05		8/10/13	8/1/00	9/2/16
2014 FORD EXPEDITION																	
JFMJJJG56EFP23951																	



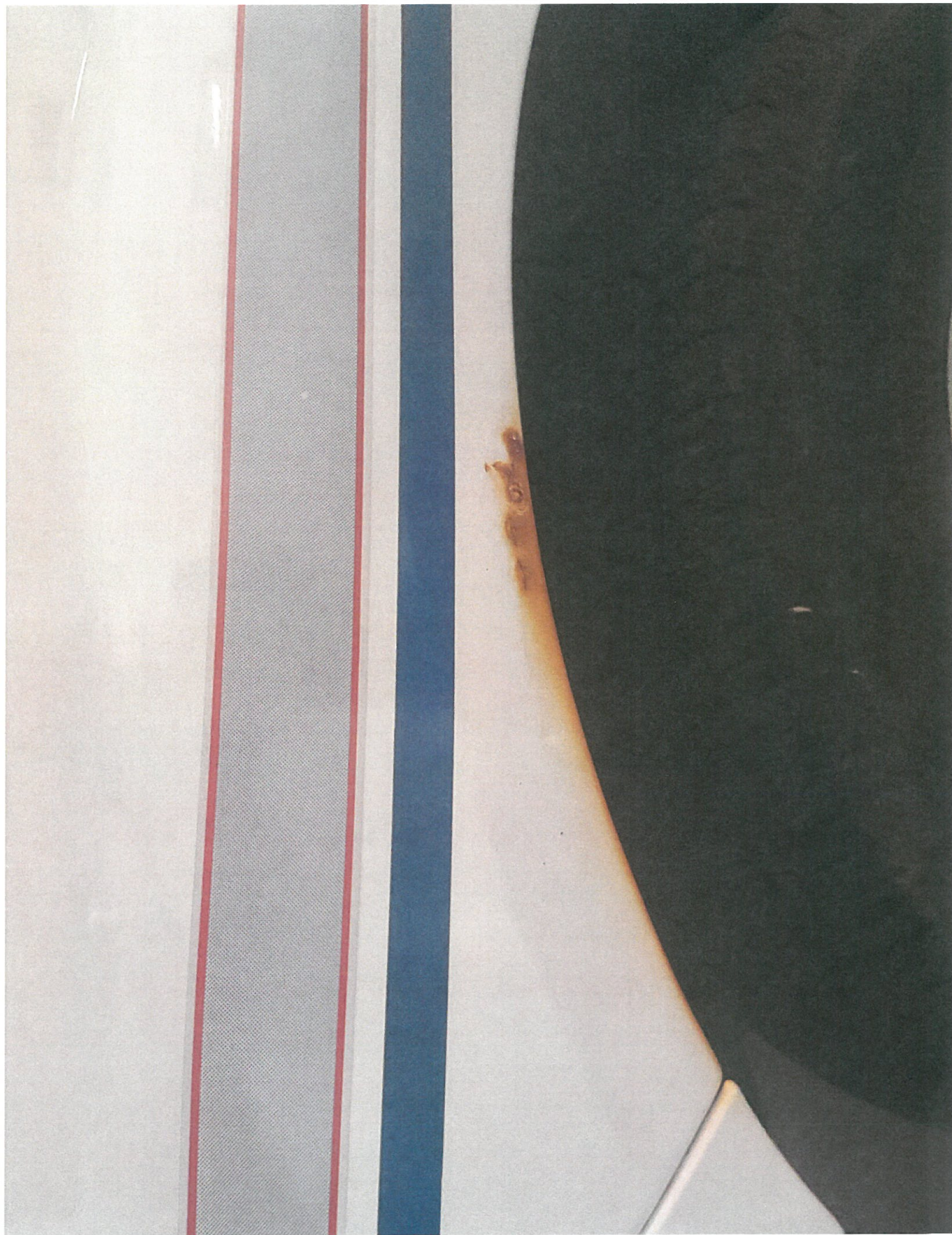


BP

BP









AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE THREE (3) 2019 FORD EXPLORER POLICE INTERCEPTOR UTILITY VEHICLES FOR THE CITY OF BEACHWOOD, OHIO POLICE DEPARTMENT FROM LEBANON FORD, INC. , FURTHER WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council, by prior legislation, has authorized the Mayor to enter into purchase orders with suppliers of products and/or services from a list prepared by the State of Ohio, after the State received competitive bid contracts with such suppliers in accordance with the State laws permitting its political subdivisions to also take advantage of lower costs than municipalities would otherwise experience; and

WHEREAS, the Chief of Police has requested permission to purchase three (3) 2019 Ford Explorer Police Interceptor Utility Vehicles from Lebanon Ford, Inc., as authorized by the State of Ohio, Department of Administrative Services and as reflected on the attached Memorandum to the Mayor dated July 25, 2018. The State has already completed competitive bidding requirements for these items.

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 Chief of Police, the Mayor is hereby authorized to purchase three (3) 2019 Ford Explorer Police Interceptor Utility Vehicles from Lebanon Ford, Inc., through the State of Ohio, Department of Administrative Services, at a cost not to exceed Eighty Five Thousand Two Hundred Dollars and No Cents (\$85,200.00), including standard equipment options and delivery, without advertising for competitive bids. A separate appropriation of funds will be necessary in 2019 to complete this purchase.

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 it is necessary to purchase these vehicles at this time to ensure their availability and delivery at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 6<sup>th</sup> day of August, 2018, and presented to the Mayor for approval or rejection in accordance with Article Section 8 of the Charter on the 7<sup>th</sup> day of August, 2018.

---

Clerk

Approval: I have approved this legislation this 7<sup>th</sup> day of August, 2018, and filed it with the Clerk.

---

Mayor

*City of* **Beachwood**  
INTEROFFICE MEMORANDUM

TO: Mayor Martin Horwitz

FROM: Chief Gary Haba  2437

DATE: 23 July 2018

SUBJECT: Purchase of 2019 Police Vehicles

---

As we discussed, please see the attached documents regarding the upcoming changes to the Ford Police Interceptor Utility vehicles. Ford will be doing a shorter production run on the 2019 vehicles and we must order them much earlier than we normally would or could. 2019 models need to be ordered within weeks in order to get them at all. We can request delivery after 1/1/19 for budgetary reasons, but we must authorize the purchase very soon and order the vehicles now.

In 2019, we will need three new Ford Police Interceptor Utility vehicles. Due to the anticipated problem, state term pricing will remain the same as for the 2018 versions. The one 2018 Ford Interceptor we purchased this year was priced at \$28,633.00. The only modification we would ask for regarding the new vehicles would be a different headlight flasher that actually costs \$240.00 less than we received with the 2018 vehicles. So the total amount for patrol vehicle costs in 2019 would be in the area of \$85,200, not including lights, equipment and set-up. That figure will be included in the 2019 budget proposal and three cruisers can be considered a normal and customary number to be purchased in any given year.

I have discussed this issue with Ms. Calta and Mr. Heiser. They indicated that an ordinance should be drafted to authorize the advanced ordering of these vehicles to satisfy the vendor, in this case Lebanon Ford Commercial, so that they have assurance that the vehicles will be paid for upon arrival in 2019. I was told that no funds need to be moved or appropriated at this time, since that can be done as part of the 2019 appropriations.

I respectfully request that on the 8/6/2018 council agenda, an ordinance is introduced to authorize the ordering of three Ford Police Interceptor Utility vehicles with expectation that the funds will be available and appropriated upon delivery in 2019.

I spoke with Councilman Berns, who indicated that since the number of vehicles requested can be considered customary and due to the urgent timeline that orders need to be placed, there is no need for a committee meeting to discuss this item. Please contact me with any questions or concerns.

**CALL FRANK BEAVER AT (614) 570-0702**

45AT 2018 Ford F-550 W5H Crew Cab State Bid also available.

**Specializing in Contractors, Landscaping, and Snow Removal businesses. State of Ohio official bid winner through September 2018. 30+ years of Ford experience including 15+ years Ford Fleet experience, over 140 fleet vehicles sold a month. We service Warren, Butler, Montgomery & Green County. Availability up to the Ford F-750. Numerous growing contracts throughout the State of Ohio. Minority owned business**

[illegible]

development.dealerinspire.com/lebanonford/uploads/2018/04/7eb04eaa0a0e0ca2454e306114bd090b.pdf)



# LEBANON FORD™ COMMERCIAL

EXPLORER 4-DOOR

2018 4DR AWD POLICE  
3.7L V6 TIVCT ENGINE  
6-SPEED AUTO TRANSMISSION

Exterior

OXFORD WHITE

Interior

CHARCOAL BLACK INTERIOR CLOTH  
BUCKETS/VINYL REAR SEATS

## INTERIOR

45/55R18 A/S POLICE TIRES  
8" H.D. STEEL WHEELS  
8" WHEEL HUB CAP  
FULL SIZE 18" SPARE W/TPMS  
DUAL POWER MIRRORS  
INTEGRATED SPOTTER MIRRORS  
HALOGEN HEADLAMPS  
PRIVACY GLASS 2ND/3RD ROW  
DUAL EXHAUST SYSTEM  
GRILLE - BLACK  
KEY LOCKS (DR/PASS/LFTGT)  
EASY FUEL CAPLESS FILLER

## OPTIONAL

ALL WHEEL DRIVE SYSTEM  
COLUMN MOUNTED SHIFTER  
HEAVY DUTY 78-AMP BATTERY  
20 AMP ALTERNATOR  
POLICE BRAKES: 4 WHL DISC  
ABS & TRACTION CONTROL  
HEAVY DUTY SUSPENSION  
POWER STEERING W/EPAS  
ENGINE OIL COOLER  
TRANSMISSION OIL COOLER  
POWER LOCKS AND WINDOWS  
M/FM SINGLE CD/MP3, 6SPKR  
ADJUST PEDALS, NON MEMORY  
BATTERY SAVER FEATURE  
POWERPOINTS (2)

## INTERIOR

BLACK VINYL FLOOR COVERING  
PWR DR SEAT/6-WAY/M LUMBAR  
MANUAL PASS SEAT - 2-WAY  
CLOTH BUCKET FRONT SEATS  
60/40 SPLIT VINYL REAR  
TILT STEERING WHL/ CRUISE  
& AUDIO CONTROLS  
1-TOUCH DOWN DRIVER WINDOW  
A/C W/MANUAL CLIMATE  
CONTROL, SINGLE ZONE  
CERTIFIED SPEEDOMETER  
ENGINE HOUR / IDLE METER  
CONSOLE MOUNTING PLATE  
UNIVERSAL TOP TRAY  
RED / WHITE DOME LAMP

## SAFETY/SECURITY

75 MPH REAR-CRASH TESTED  
ADVANCETRAC WITH RSC  
AIRBAGS - FRONT AND SIDE  
AIRBAGS - SAFETY CANOPY  
PERSONAL SAFETY SYSTEM  
SOS POST CRASH ALERT SYS  
TIRE PRESSURE MONITOR SYS

## WARRANTY

3YR/36K MILE WARRANTY

STANDARD STATE BID PRICE \$26,599

Included on this Vehicle  
EQUIPMENT GROUP 500A

Optional Equipment

2018 MODEL YEAR

OXFORD WHITE

CHARCOAL CLT FRT/CLOTH RR

3.7L V6 TIVCT ENGINE

6-SPEED AUTO TRANSMISSION

FRONT LICENSE PLATE BRACKET

REAR CARGO LIGHT 17T \$49.00

DARK CAR 43D \$70.00

KEYED ALIKE 1284X \$75.00

SPOT LIGHT 51Y STD

SYNC SYSTEM \$294.00\*

BLIND SPOT MONITOR \$495.00\*

DR/LK/HND INOP \$34.00

POWER WINDOW DISABLE \$24.00

HEADLIGHT PREP FRONT \$124.00

REVERSE SENSING \$295.00\*

HEADLIGHT FLASHER \$299.00

REAR VIEW CAMERA IN MIRROR STD

DELIVERY FEE \$275.00

YOUR STATE BID IS \$28,633.00

*Part 60 A*  
*57.00*

LEBANON FORD

ANK BEAVER 614-570-0702



# LEBANONFORD COMMERCIAL



## K8A ALL WHEEL DRIVE POLICE - 2018

**\$26,599**

### \* 99T ECO BOOST 365 HP ENGINE

FORD ESP PREMIUM 5YRS/125,000

FORD ESP EXTRA CARE 5YRS/125,000

65IU INT UPGRADE PKG

\$2,999

\$3,195 \*

\$2,495 \*

\$695

(C) Heavy-Duty Cloth Front Bucket Seats/Cloth Rear. Includes 6-way power driver with manual recline and lumbar, passenger 2-way manual with recline and built-in steel intrusion plates in both front seatbacks. Front & Rear Floor Mats; (17i) 1st & 2nd Row Carpet Floor Covering; Includes front and rear floor mats. Full Floor Console w/Unique Police Finish Panels. Includes rear grab handles with coat hook.

17T REAR CARGO LIGHT

\$49

43D DARK CAR LAMP

\$70

86P HEADLAMP PREP

\$124 \*

Includes pre-drilled hole for side marker police use, does not include LED installed bulb (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights).

86T TAIL LAMP PREP

\$59 **NEW**

91A VINYL WRAP #1

\$1,095

Includes roof vinyl and right hand/left hand front and rear door vinyl.

21W FORWARD POCKET WARNING

\$655 **NEW**

Warn, Park, Turn (Driver side - Red / Passenger side - Blue).

16C 1ST/2ND FLR CARPET COV

\$124

68G RR DR HNDLS/LK INOP

\$34 \*

16D BADGE DELETE

n/c

51R SPOT LED LAMP DR

\$315 \*

60A GRILL LAMP WIRE

\$49

RR RR CONSOLE PLAT

\$35

Contours through 2nd row. Includes channel for wiring.

17A CLIMATE CONTROL AUX A/C

\$699

59B KEY ALIKE 1284X

\$75

59D KEY ALIKE 0135X

\$75

59E KEY ALIKE 1435X

\$75

59F KEY ALIKE 0576X

\$75

59J KEY ALIKE 1111X

\$75

53M SYNC SYSTEM

\$294

55B BLIND SPOT MNTR

\$595

52P LCK PLNGR RR IN

\$195

Includes interior rear-door handles inoperable/locks inoperable.

65L 18" WHEEL COVER

\$59

90D BALLISTIC DOOR

\$1,580

90E BALLISTIC DRIVER DOORS

\$3,160

66A FRNT HDLAMP PKG

\$955

Includes base projector beam headlamp plus 2 multi-function Park/Turn/Warn (PTW) bulbs for wig-wag simulation and 2 white hemispheric light head LED side warning lights.

66B TAIL LAMP PKG

\$595

Includes base lamp plus 2 rear integrated hemispheric red light head LED side warning lights in tail lamps.

66C REAR LIGHT PKG

\$489 \*

Includes 2 backlit flashing linear high-intensity LED lights (driver side red/passenger side blue) mounted inside back window surrounds brake stop light and 2 linear high intensity LED lights (driver side red/passenger side blue) mounted on inside trunk deck lid (lights activate when deck lid is open).

18W PWR WND DISABLE

\$24 \*

76R REV SENSING SYS

\$335

63B SIDE MIRRORS LEDS

\$395 \*

63L QUARTER GLASS LEDS

\$495 **NEW**

### \* RECOMMENDED

**Contact: Frank Beaver 614-570-0702**  
**frankbeaver@roadrunner.com**



# K8A ALL WHEEL DRIVE POLICE - 2018

## \$26,599

19L CAPLESS FUEL LK	\$20		67U ULTIMATE WIRING PACKAGE	\$695	*
60R NOISE SUP BONDS	\$105		64E CAST PAINTED WHEEL	\$695	
21L FRONT WARNING LIGHTS RED/BLUE	\$625	NEW	61R 4 REMAPPABLE SWITCHS	\$195	
549 SIDE MIRRORS HEATED	\$59	*	S11 SECURE IDLE INSTALLED	\$319	
67H FORD "READY FOR THE ROAD PACKAGE"	\$3,695		96T REAR SPOILER TRAFFIC LIGHT	\$1,595	NEW

### LEBANON FORD "ROAD READY PACKAGE"

\*RECOMMENDED

RR PKG ROAD READY PACKAGE INCLUDES WHELEN JUSTICE SERIES LIGHTBAR OR FEDERAL LPX LEGEND LIGHTBAR. CLEAR OUTER LENSES, RED AND BLUE OR BLUE/BUE MODULES, TAKEDOWNS AND ALLEYS, HAVIS OR JOTTO CENTER CONSOLE W/ ARMREST & CUP HOLDER, 100 WATT SIREN SPEAKER, WHELEN COMBINATION SIREN/SPEAKER CONTROL, FRONT & REAR CORNER LED'S, RECESSED PRISONER PARTITION & REAR CARGO CAGE.

**SPECIAL STATE BID PRICE FOR THIS PACKAGE IS ONLY \$5,895.00 INSTALLED**

#### OPTIONS:

S62V DUAL VERTICAL WEAPON MOUNT SYSTEM (FOR RECESS PARTITION PANEL, GUN LOCK TIMER COMPLETE	\$635
PUSH BUMPER, 12", HIGH STRENGTH, ALUMINUM INSTALLATION, PRO-GARD, OR SETINA	\$535
WHELEN 14 HEAD LIBERTY OR LEGACY LED LIGHTBAR W/LED TD/ALY, UPGRADE FROM JUSTICE	\$795
LIBERTY DUO LIGHT BAR	\$1295
CODE 3 RX2700 LED LIGHT BAR W/LED TD/ALY	\$495
UPGRADE TO WHELEN CENCOM SAPPHIRE SIREN INSTALLED	\$525
UPGRADE TO FEDERAL SIGNAL SSP2000-200 SMART SIREN SYSTEM INSTALLED	\$595
PRO-GARD REAR DOOR WINDOW PROTECTION - 7 GAUGE STEEL BARS (ONE PAIR)	\$335
PRO-GARD REAR PRISONER TRANSPORT SEAT AND FAR REAR PRISONER CAGE	\$1395
HEAVY DUTY COMPUTER MOUNT	\$625
TRAILER HITCH WIRING	\$725
REMOTE START	\$695

#### COLOR OPTIONS:

OXFORD WHITE (YZ)	SHADOW BLACK (G1)	SMOKESTONE MET (H6)
ARIZONA BEIGE MET (E3)	MED BROWN MET (BU)	KODIAK BROWN MET (J1)
DK TOREADOR RED MET (JL)	LIGHT BLUE MET (LN)	BLUE METALLIC (FT)*
ROYAL BLUE (LM)	NORSEA BLUE MET (KR)	VERMILLION RED (E4)
DARK BLUE (LK)	MED TITANIUM MET (Y6)	INGOT SILVER MET (UX)
SLIVER GRAY MET (TN)	STERLING GRAY MET (UJ)	

\* NEW COLOR FOR 2018

**DELIVERY CHARGES .60 CENTS PER MILE ROUND TRIP.**

**- WE TAKE TRADE INS!-**

**ANY QUESTIONS CALL (614) 570-0702**

**Contact: Frank Beaver 614-570-0702**  
**frankbeaver@roadrunner.com**





## Important Notice

### 2018/2019/2020 Ford PI Utility

As some of you may have heard, Ford is going to stop production of the PI Sedan and going to re-design the PI Utility. From what we have been told and what info that has been given to us, we still are not certain how everything will shake out. Here is what we know:

2019 PI Sedan AND PI Utility orders can be placed NOW until 09/21/2018 OR until parts run out. We are told that this could happen as soon as late August 2018.

Both of these vehicles will be produced thru February of 2019. Once that production stops, that is it.

No more PI Sedan (discontinued). The Sedan will be replaced by the Police Responder Hybrid Sedan.

No more PI Utility (as we know it) It will be re designed as a hybrid and closely resemble a Lincoln Nautilus. From what we are told, it will be more expensive than the current PI Utility but it will save fuel.

Once the production of these vehicles stops in February, the plant in Chicago will shut down, move out and a new assembly line will be moved in. This will take at least 12 weeks.

Ford is saying that as soon as the plant is in the completion stage orders will be taken for the 2020 PI Utility. This could happen in June of 2019 maybe July 2019 or later.

We are in contact with the equipment manufacturers to see what equipment will transfer from the 2019 PI Utility to the 2020 PI Utility. Information is limited at this time, however it appears some of the equipment will transfer with "transfer kits" and some equipment will not.

If you remember dealing with this back in 2011/2012 when the "ol" trusty Crown Vic went away. The road was a bit bumpy for a while until we figured everything out.

Chevy and Dodge have not released the contract for their vehicles for the 2019 models. Back in 2011/2012 some customers decided to buy Chevy or Dodge because of the changes with Ford. It might happen again this time.

We have received information that the State Contract for the PI Utility has been extended for the 2019 model. Lebanon Ford has this contract.

According to Frank Beaver, they are taking orders for the 2019 PI Utility NOW until the order bank fills up. This could happen as soon as the middle to end of August. Since most budgets are not set for next year at this point, Frank communicated with me that as long as he has either a letter of intent or an order form completed, they will place the order and hold off on delivery until January or February 2019. This way it can be purchased out of the 2019 budget. You can contact Lebanon Ford (Frank Beaver) for more details. His direct number is 614-570-0702.

Another option to the above information is Sarchione Ford in Randolph, Ohio. Geno Sandfrey has been selling Ford PI Utilities to agencies all over Northern Ohio for many years. Sarchione Ford will take trade-ins, such as the cruisers that are retiring, old cruisers sitting out back collecting dust or seized cars that your agency can not use. We have worked with Sarchione Ford on several projects and have a relationship with them. They are willing to order the PI Utility for your agency and deliver after the first of 2019. You can contact Geno at 330-325-9918.

You can contact our office at **855-387-3911** for more information on these changes and how it will affect your agency.





## Important Notice: 2019 Ford Police Interceptor Utilities Announce Short Production Run



### **IMPORTANT VEHICLE ORDERING DATES & VEHICLE CHANGES**

*Order Your 2019 Interceptor Utility Today... Time is Running Out!*

MHQ is dedicated to keeping you informed. That is why we are contacting you today to let you know that Ford has announced a **short production run for the model year 2019 Police Interceptor Utilities before making significant changes to the 2020 Utilities**. These changes WILL affect the ability to transfer some equipment from any previous model year Ford Utilities, and ultimately

- your budget. The 2019 model year Utilities will remain the same as the 2016-2018 models, but will ONLY be in production for a very LIMITED TIME.

- We will only be able to order model year 2019 Utilities until September 2018, at the latest!
- Model year 2020 Utilities will see significant interior & exterior changes.
- Maximize your transfer equipment into 2019 Utilities ahead of the changes to the 2020 Utilities.
- Place your order now for 2019 Utilities before it's too late!

**Due to the shortened production run, Ford has limited the vehicle ordering period to only a 3-month window – from now until September of 2018.** In an effort to serve you better, we want to hear from you regarding your anticipated Ford Utility needs. This vehicle supply will be available on a first come, first serve basis. The sooner we know, the sooner we can begin ordering vehicles to lock in their production.

We would be happy to assist you through the ordering process. Again, it is important to remember that if your department plans to transfer equipment from any current Ford Utility, certain equipment may not transfer to the 2020 models.

Please contact us today before time runs out. We are here to help answer any questions you may have. We look forward to serving you.

**PLACE YOUR ORDER TODAY BEFORE THEY'RE GONE!**



Thank you for your loyalty and for allowing us to serve you.

Sincerely,

Eric Withers  
Vice President of Sales & Marketing  
[ewithers@mhq.com](mailto:ewithers@mhq.com)  
(877) 330-4647

INTRODUCED BY:

ORDINANCE NO. 2018-121

AN ORDINANCE APPROVING AMENDMENTS TO THE CITY CHARTER AND PROVIDING FOR THEIR SUBMISSION TO THE ELECTORS OF THE CITY OF BEACHWOOD, OHIO AT THE NOVEMBER GENERAL ELECTION; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, by authority of Council Ordinance No. 2017-75, passed June 12, 2017, the City's 2017-2018 Charter Review Commission, after reviewing the Charter of the City of Beachwood, Ohio has recommended to Council that the Charter be amended, and after further review by Council, to that end an Amended Charter has been presented for consideration by Council and the electors of the City; and

WHEREAS, pursuant to Article XVIII, Section 9 of the Constitution of the State of Ohio, and Article VIII, Section 7 of the Charter of the City of Beachwood, Ohio, the Council has determined to authorize and direct submission to the electors of the City of Beachwood, Ohio of the proposed Amended Charter, attached hereto and incorporated herein as "Exhibit A," at the general election to be held on Tuesday, November 6, 2018, which election is not less than 75 days nor more than 120 days from the effective date of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio not less than two-thirds (2/3) of all members concurring that:

Section 1: Council approves the proposed amendments and Amended Charter, and authorizes and directs the submission to the electors of the City of Beachwood, Ohio at the regular general election to be held at the usual places of voting in the City on Tuesday, November 6, 2018, the proposed Amended Charter of the City of Beachwood, Ohio substantially in accordance with the Amended Charter attached hereto as "Exhibit A."

Section 2: The Board of Elections of Cuyahoga County is hereby directed to submit the following question to the electors of the City at the general election on Tuesday, November 6, 2018 in substantially this form:

#### PROPOSED CHARTER AMENDMENT

A majority affirmative vote is necessary for passage.

**"Shall the proposed Amended Charter of the City of Beachwood, Ohio, as approved by the City Council of Beachwood, Ohio be adopted? \_\_\_ Yes \_\_\_ No"**

Section 3: The Clerk of Council is hereby instructed to immediately file a certified copy of this Ordinance and the proposed form of the ballot question with the Cuyahoga County Board of Elections not less than 75 days nor more than 120 days prior to November 6, 2018 for the Board's processing in the manner proved by the general laws of the State of Ohio.

Section 4: The Clerk of Council is further authorized and directed to cause a general notice of the proposed Amended Charter to be published once a week for two consecutive weeks in a newspaper of general circulation in the City of Beachwood, with the first publication to be made at least 30 days prior to the election to be held on November 6, 2018; and to mail a copy of such proposed Amended Charter to each elector whose name appears in registration books of the last general or regular municipal election held in the City, at least 30 days prior to November 6, 2018 election, all as provided in Article XVIII, Section 9 of the Constitution of the State of Ohio, in Section 731.211 of the Ohio Revised Code



and Article VIII, Section 7 of the City Charter. Council shall also post a full text of the proposed Amended Charter on the City's website.

Section 5: If the majority of electors voting thereon vote in favor of adopting the Amended Charter of the City of Beachwood, Ohio, then it shall become effective January 1, 2019 and at such time, all prior charters of the City shall be repealed.

Section 6: There is hereby appropriated from the General Fund a sufficient sum of money to pay the costs, if any, of carrying out the authorizations and directives of this Ordinance.

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

Section 8: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that the Charter Amendments may be presented to the Board of Elections at the earliest date possible.

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 August, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 21<sup>st</sup> day of August, 2018.

---

Clerk

Approval: I have approved this legislation this 21<sup>st</sup> day of August, 2018 and filed it with the Clerk.

---

Mayor



**PROPOSED AMENDED**

**CHARTER OF THE CITY OF BEACHWOOD, OHIO**

## ARTICLE I POWERS

The City of Beachwood, hereinafter sometimes referred to as the City, is a municipal corporation of the State of Ohio.

The City of Beachwood shall have all powers, general or special, governmental or proprietary, including, without limitation, all powers of local self-government and municipal home rule which may now or hereafter lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio or ~~and the~~ Constitution and laws of the United States. No enumeration herein of specific powers shall be held to be exclusive. No law of the State of Ohio or of the United States shall be imposed upon the City except where mandated by law, unless the City adopts or approves such State or Federal law by this Charter or by legislative act.

This Charter and City Ordinances, rules and regulations shall be construed broadly in favor of the home rule power of the City where possible.

The powers of the City shall be exercised in the manner prescribed in this Charter or, where not prescribed herein, in such manner as Council may prescribe.

None of the powers herein shall be withdrawn from the exclusive control of the City, nor shall the corporate existence of the City terminate or merge, nor shall any territory be detached from or annexed to the City, without the approval ~~assent of~~ Council and at least a majority of the electors of the City voting upon such proposition, as permitted by the general law of Ohio.

## ARTICLE II NOMINATIONS, ELECTIONS, QUALIFICATIONS AND REMOVAL OF OFFICERS

### Sec. 1. Municipal Elections.

Regular Municipal Elections shall be held on the first Tuesday after the first Monday in November of odd-numbered years. Such other elections shall be held as may be required by law or provided for by this Charter.

### Sec. ~~4~~ 2. Nominations and Elections.

Nominations for elected officers shall be made only by petition, signed by ~~registered~~ electors of not less than three percent (3%) of the number of persons voting at the last

Regular Municipal Election in the City and accompanied by the written acceptance of the nominee. The Clerk of Council shall obtain a certified document from the Board of Elections stating the number of persons so voting and make it available to the public. The nomination of each candidate shall be made by separate petition and filed with the Board of Elections not later than 4:00 p.m. on the ~~ninetieth~~ ~~seventy-fifth~~ (75<sup>90</sup>~~th~~) day prior to the date of election. No primary election shall be held for the selection of candidates for any elected office of the City. The ballot used for the election of officers of the City shall be without party designation. The names of all candidates for office shall be placed upon the same ballot and shall be rotated in the manner provided by the general law of Ohio. Except as provided in this Charter, the general law of Ohio shall govern the nomination and election of the elected officers of the City.

Sec. ~~2~~ 3. Qualifications of Officers.

1. Residency Requirement.

Each elected officer, and each person appointed to fill a vacancy in an elected office, shall have been an ~~an~~ ~~qualified~~ elector of the City and resided continuously therein not less than one (1) year immediately preceding the officer's election or appointment and shall continue to reside therein during the term of office.

2. ~~Financial Interest~~ Other Public Office.

Elected officers and persons appointed to fill an elected office shall hold no other elected public office during their terms nor any public employment incompatible to the office held, except for election to an office of a political party or as a member, officer or trustee of a governmental board or commission, council of governments, or publicly supported non-profit institution and that of Notary Public or member of the state militia or Reserve Corps of the United States. Council shall, by a two-thirds vote, determine whether any other public employment is incompatible with an elected office in the City, and its decision shall be final.

~~2.~~ 3. Financial Interest.

No officer of the City, elected or otherwise, shall knowingly and willfully, either directly or indirectly solicit or have a financial interest in any City contract or the expenditure of money by the City, except for such compensation, interest and benefits as are approved by Council, nor shall any officer of the City take possession of property owned by the City except for the prompt delivery of such property to the City. Any violation shall disqualify such person from holding office or employment with the City

for such time as Council shall determine, in addition to other disciplinary actions or penalties provided by law. Council may adopt additional laws to provide for the ethical conduct of elected and appointed officers and employees of the City and to protect the financial integrity of the City.

#### 34. Oath or Affirmation.

Every officer of the City shall, before assuming the duties of office, take and subscribe to an oath or affirmation to support the Constitution and laws of the United States, the Constitution and laws of the State of Ohio and the Charter and laws of the City of Beachwood, and to faithfully, honestly and impartially discharge the duties of the office.

#### Sec. 34. Removal of Elected Officers.

Council may remove any elected officer of the City for failure to possess or continue to possess any qualification of office established by this Charter, for a violation of the officer's oath of office, or for the conviction, while in office, of a felony. Council shall give an elected officer a written copy of the charges and an opportunity to be heard, with at least fifteen (15) days prior notice of the time and place of hearing. The removal of an elected officer shall require a two-thirds vote of Council.

Absence of a Councilmember from four (4) consecutive ~~Regular~~ Council meetings of Council, or a total of eight (8) ~~Regular~~ Council meetings in a calendar year, without such absence being authorized or approved by an affirmative vote of Council, shall operate to vacate such office forthwith and without further proceedings. (Amended 11-2-99)

### **ARTICLE III COUNCIL**

#### Sec. 1. Powers, Number, and Term.

##### **1. Powers and Number.**

The legislative power of the City shall be vested in a Council of seven (7) members, elected at-large, who shall have all powers and duties as enumerated or limited in this Charter.

## 2. Term.

Councilmembers shall be elected at the ~~Regular Municipal Election in November of odd-numbered years~~ for a term of four (4) years to serve staggered terms commencing on the first day of January after such election, and shall serve until their successors are elected and qualified. Four (4) members of Council shall be elected at the ~~Regular Municipal Election in 1995~~ and three (3) members shall be elected at the ~~Regular Municipal Election in 1997~~.

### Sec. 2. Organization.

At the first Council meeting in January following the election of Councilmembers, or as soon thereafter as is practicable, Council shall meet in the Council Chamber and organize. At such organizational meeting, or as soon thereafter as is practicable, Council shall elect one (1) of its members to be the Council President, for a term not beyond the next organizational meeting, and Councilmembers of all ~~B~~boards and ~~C~~ommissions required by this Charter or by ~~O~~rdinance, each to serve not beyond the next organizational meeting, unless the Councilmember shall cease in the meantime to be a member of Council. The Council President shall appoint chairpersons and members of standing and temporary committees of Council to serve terms not beyond the next organizational meeting. In case of a vacancy, the Council President shall be elected by Council from among its members, and shall serve for the unexpired term of such President.

At the organizational meeting, Council shall also elect a Council Vice President who, in the event the Council President is for any reason unable to perform the duties of Council President, shall act in the place of the Council President.

In the event of the Mayor's temporary absence or inability to perform the duties of the office of Mayor at a time during which the Council President is for any reason unable to perform the duties of Council President, the Council Vice President shall become acting Mayor in the same manner as the Council President under Article IV, Section 3 of the Charter for such period.

Council, by a two-thirds vote, may remove any Councilmember from a Board or Commission. No Councilmember shall be so removed without at least fifteen (15) days prior notice of the meeting at which such removal is proposed.

### Sec. 3. Vacancy.

Any vacancy in Council shall be filled by appointment by majority vote of the remaining members of Council within forty-five (45) days of such vacancy. The Council President shall report the notice of vacancy at the next Regular Council meeting after the Council President has learned that such vacancy will occur. If such vacancy is not filled within forty-five (45) days, the Mayor shall fill it by appointment. Such appointee shall hold office for the unexpired term of the member whose office is filled and shall have all the rights, powers and duties of elected Councilmembers. If the office of Council President, Vice President, or a Councilmember appointed to ~~of~~ a Board or Commission becomes vacant, it shall be promptly filled.

### Sec. 4. Clerk.

Council shall appoint a Clerk who shall be the Clerk of Council and Secretary of the Planning and Zoning Commission, Civil Service Commission and of all Bboards and Commissions established by Council. The Clerk shall keep the records of Council and of the Bboards and Commissions of which the Clerk is Secretary. The Clerk shall authenticate all records, documents and instruments of the City required by law and perform other duties required by Council. Council may also appoint Assistant Clerks of Council to assist the Clerk and to act in the Clerk's absence.

### Sec. 5. Procedure.

#### 1. Council President to Preside at Council Meetings.

The Council President shall preside over all ~~†~~Regular and ~~s~~Special Council meetings and meetings of the ~~e~~Committee of the ~~w~~Whole ~~beginning January 1, 1998.~~

#### 2. Quorum.

A majority of the members of Council shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and compel the attendance of absent members.



3. ~~Council Responsibilities~~ Duties.

Council shall, by Ordinance, Resolution or, when appropriate, by Motion, make provision for:

(A) The time and place of Regular and Special Council meetings, providing for at least two (2) regular Council meetings in each calendar month, except that Council may provide for only one (1) Regular Council meeting per month during the months of June, July and August, when a quorum will not be present or when Council has no agenda.

(B) The form and method of enacting Ordinances and Resolutions. Ordinances shall not contain more than one (1) subject or related subjects, which shall be clearly stated in the title, except for general appropriation Ordinances.

(C) The manner of giving any public notice of the enactment of legislation and other City proceedings which it deems proper to publish, and the printing, publishing and distribution of information of general interest at the expense of the City, as Council shall determine, provided that such information shall not express an opinion or promote any person, position or group of persons or any idea, theory or viewpoint of a political nature.

(D) The procedure for making public improvements, for levying assessments, provided that two (2) or more public improvements, including the levying of assessments therefor, may be combined in one (1) proceeding if Council finds that it will be economical and practical to undertake said improvements jointly; and the procedure for the reduction of unpaid installments and the return of paid installments of assessments levied in larger amounts than necessary to pay for public improvements.

(E) The advertising and awarding of contracts.

(F) The appointment or employment of:

(1) An Auditor, A Director of a Law Director, Assistant Directors of Law Directors and other Attorneys at Law under contract with the City.

(2) Consultants to advise and assist the Mayor, Council or any Board, Commission, Committee or Department of the City regarding City issues.

(G) The enforcement of attendance by Councilmembers, ~~and~~ Directors, and City employees at its meetings; the removal of members of Boards and Commissions who either fail to attend Regular or Special meetings of the Board or Commission on which the member is serving or for other just cause; and the removal of Directors and Chiefs of departments for just cause.

The removal of members of Boards and Commissions or of Directors and Chiefs of departments shall require not less than fifteen (15) days written notice of the Regular or Special Council meeting where such removal is proposed and an opportunity for the member or Director to be heard at such meeting. An order of removal shall require a three-fourths vote of Council for passage and is not subject to veto by the Mayor.

(H) The requirement that the Directors of departments and City employees attend all Council meetings, when requested to attend by Council, and participate in all discussions relating to their respective Departments.

(I) Such legislation, rules and/or regulations, or other acts as Council shall require to implement the Charter or any requirement of Council.

(J) The manner of keeping a record of Council's proceedings and the establishment of rules, regulations and voting requirements of Council and each of the Boards and Commissions created by Charter or by Council, other than the Civil Service Commission, unless otherwise provided in this Charter.

## Sec. 6. Ordinances and Resolutions.

### 1. Readings; Voting.

All Ordinances and Resolutions, sometimes referred to as legislation, shall be read in full or by title only on three (3) separate days, unless Council, by a vote of not less than two-thirds of its members, suspends this rule and provides for a lesser or greater number of days. ~~After each reading, a vote shall be taken by the Clerk and recorded in the minutes. Not less than a majority of Council shall vote "yes" to pass the issue at a first or second reading or to adopt the issue on the third or final reading.~~

2. Final Passage.

The final passage date of all Ordinances and Resolutions shall be on (1) the date the legislation is approved by the Mayor; (2) the date of the override of a Mayor's veto by Council, if disapproved; or (3) the last date the Mayor was eligible to sign the Ordinance or Resolution if the Mayor neither approves nor disapproves it.

3. Effective Date.

Ordinances (1) for the appropriation of money, (2) for providing for tax levies or (3) for improvements petitioned for by a majority of the owners of the property to be assessed, and (4) emergency or urgent measures declared by Council to be necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City, shall go into immediate effect, provided, however, that in the case of emergency or urgent measures, the reasons for the emergency or urgency shall be set forth in one section of the Ordinance or Resolution, and such emergency or urgent measures shall require a vote of at least two-thirds of the members of Council for passage. No other Ordinance or Resolution shall go into effect until thirty (30) days after its final passage.

4. Emergency or Urgent Legislation Not Permitted.

No legislation authorizing or providing for any (1) change in the zoning of any land or zoning regulations, (2) change in the boundaries of the City, (3) the surrender or joint exercise of any of its powers, (4) the granting of any franchise or (5) the compensation for elected officials, shall be passed as an emergency or urgent measure.

Sec. 7. Voting; Effect of Vacancy in Office.

1. Voting.

(A) All voting of Council whether after a reading or final vote shall be taken by roll call, the Clerk calling the names of each of the members in alphabetical order and recording the vote in the minutes of the meeting. A majority of the members of Council shall vote "yes" to pass any Ordinance, Resolution or Motion, at a first or second reading or to adopt the issue on the third or final reading unless a greater number is required or a lesser number is permitted by this Charter.

(B) All votes shall be recorded as "yes" or "no". A vote to "abstain" shall be counted as voting with the majority of those who do vote. A member who does not vote due to a conflict of interest shall not participate in discussion or vote on the issue and shall not sit with Council during the proceedings relating to that issue.

2. Effect of Vacancy in Office.

In the event of one (1) or more vacancies on Council, the quorum shall be reduced to a majority of the remaining Councilmembers. The number of Councilmembers required to pass any Motion or legislation shall be the percentage of the voting requirement applied to the remaining Councilmembers.

3. Effect of Conflict of Interest.

In the event a member of Council declares an inability to vote due to a conflict of interest, the member shall make a full explanation of such conflict, which shall be recorded in the minutes of the meeting. The requirements for a quorum and other voting on that issue shall be the same as if the office were vacant.

Sec. 8. Mayor's Veto.

1. Every Ordinance or Resolution of Council shall be signed by the Clerk, an Assistant Clerk in the absence of the Clerk or two (2) members of Council, and presented to the Mayor forthwith for consideration noting the date of delivery to the Mayor.

2. If the Mayor approves the legislation, the Mayor shall sign it and file it with the Clerk within seven (7) days of its passage by Council. The Mayor may approve or disapprove the whole or any item of Ordinance appropriating money, but otherwise such approval or disapproval shall be addressed to the entire Ordinance or Resolution.

3. If the Mayor disapproves the legislation, or any item of it where permitted, the Mayor shall file a written notice of the disapproval with the Clerk noting the date of delivery to the Clerk. Unless written notice of disapproval is filed with the Clerk within seven (7) days after passage by Council, it shall take effect as though the Mayor had signed it.

### Sec. 9. Veto Override.

When the Mayor has disapproved an Ordinance or Resolution or item of it as herein provided, Council may reconsider and override the Mayor's disapproval within thirty (30) days after the Mayor files the notice of disapproval with the Clerk. If upon such reconsideration the Ordinance, Resolution or item is passed by two-thirds of the members of Council, it shall then take effect notwithstanding the disapproval of the Mayor. If the Ordinance, Resolution or item is amended on such reconsideration, it shall again be presented to the Mayor as provided in Article III, Section 8.

## **ARTICLE IV THE MAYOR**

### Sec. 1. Executive and Administrative Powers.

The executive and administrative powers of the City shall be vested in the Mayor, and, under the Mayor's direction, in the Directors and other administrative officers provided for in this Charter at Article V or by Ordinance.

### Sec. 2. Term.

The Mayor shall be elected at the Regular Municipal Election in November of 1997 and every fourth year thereafter for a term of four (4) years, commencing on the first day of January next after such election, and shall serve until a successor is elected and qualified.

### Sec. 3. Vacancy.

1. In the event of the Mayor's temporary absence or inability for any cause to perform the duties of the office, the Council President, or if necessary, the Council Vice President, shall become the acting Mayor and have all of the powers and duties of the Mayor for such period, but not the power of veto, and shall continue to have all the powers and duties of the Council President or Council Vice President, and of a Councilmember.

2. In the event of the Mayor's death, resignation, removal or disqualification, the unexpired terms shall be filled as follows:



(A) The Council President shall immediately become acting Mayor, with the same power and duties as provided in Article IV, ~~Section 3(1)~~ of this Charter to serve as follows:

- 1) If twenty-four (24) months or more remain of the Mayor's term, then the Council President shall serve as acting Mayor until a new Mayor is elected at a special election to be held within ~~seventy-five~~ TO one hundred (75-100) days after the vacancy occurs. The petition filing deadline for each candidate shall be sixty (60) days prior to the election. During such tenure, the acting Mayor is permitted to conduct the business of the City on a part-time basis in order to maintain any prior or current full-time employment.
- 2) If less than twenty-four (24) months remain of the Mayor's term, then the Council President shall become Mayor if the Council President accepts the office within fifteen (15) days after the vacancy occurs at a ~~R~~regular or ~~S~~special Council meeting of Council or in writing to Council. During such tenure, the Council President who becomes Mayor shall use their best efforts to conduct the business of the City on a full-time basis.
- 3) If within said fifteen (15) days the Council President declines the office of Mayor at a ~~R~~regular or ~~S~~special Council meeting of Council or in writing to Council, then the Council President shall continue as acting Mayor. If the Council President declines the office of the Mayor, the Council Vice President shall become Mayor if the Council Vice President accepts the office within fifteen (15) days after the Council President declines the office, at a Regular or Special Council meeting or in writing to Council. If within said fifteen (15) days the Council Vice President declines the office of Mayor at a Regular or Special Council meeting or in writing to Council, then the Council President shall continue as acting Mayor until Council meets and elects one of its members to be Mayor. Such election shall occur within fifteen (15) days of the receipt of notice that the Council President declines the Mayor's office. No

Councilmember shall be so elected without the Councilmember's consent.

- 4) The acting Mayor shall have no veto power during any tenure served under subsection 1 or 3, hereof.

(B) If the Council President accepts the office of Mayor, then (1) the Council President's office as Councilmember and as Council President shall be vacant and filled in accordance with this Charter and (2) the Council President shall become Mayor with all the powers and duties as provided in Article IV.

#### Sec. 4. General Powers and Duties.

##### 1. Judicial Powers.

The Mayor may establish a Mayor's Court and shall have all the judicial powers granted by the general law of Ohio to mayors of cities, including the ability to appoint a Magistrate to carry out the Mayor's judicial powers.

##### 2. Legislative Powers.

~~(A) Prior to January 1, 1998, the Mayor shall preside at all meetings of Council, except for committee meetings, may introduce legislation and take part in discussion of Council, and shall have the power of veto as provided in Article III, Section 8, of this Charter.~~

~~(B) After January 1, 1998, t~~The Mayor shall have the right to attend all meetings of Council, sit at the Council table, introduce legislation at Regular Council meetings and take part in discussions of Council, and shall have the power of veto as provided in Article III, Section 8, of this Charter. The Mayor shall require Directors or other City Employees to attend Council meetings and provide advice and opinions as may be requested by the Mayor or Council.

### 3. Executive Powers and Duties.

The Mayor shall be the Chief Executive Officer of the City and shall execute, on behalf of the City, all contracts, conveyances, evidences of indebtedness and other instruments to which the City is a party, and be recognized as the official and ceremonial head of the City government.

### 4. Administrative and Enforcement Powers.

The Mayor shall supervise the administration of the City's affairs, ~~shall exercise control over all Ddepartments and Ddivisions, except those reserved to Council, and shall be the chief conservator of the peace within the City; and~~ The Mayor shall require that all laws, Ordinances, Resolutions, and Rregulations are enforced. The Mayor may act as the head of the Department of Public Safety. The Mayor's Office shall be at City Hall or other appropriate City Facility and, subject to a reasonable transition period for a newly seated Mayor, the Mayor shall conduct the business of the City on a full-time basis.

### 5. Financial Duties.

The Mayor shall be responsible for the preparation and submission to Council of the annual estimate of receipts and expenditures and appropriation measures and shall, at all times, keep Council fully advised as to the financial condition and needs of the City. The Mayor shall recommend to Council such measures as the Mayor deems necessary or expedient.

### 6. Require Contracts to be ~~Kept~~ Enforced.

The Mayor shall require that all terms and conditions imposed in favor of the City or its ~~residents inhabitants~~ in any franchise or contract to which the City is a party are faithfully ~~kept~~ enforced and performed.

### 7. Mayoral Appointments.

The Mayor shall appoint (1) the ~~Ddirectors of all departments, except those reserved to Council by this Charter, to serve at the Mayor's pleasure, but not to exceed the expiration of the Mayor's term of office, and~~ (2) the chairpersons and all members of all ~~Bboards and Ccommissions~~ except those reserved to Council by this Charter, and (3) the Mayor's Court Magistrate.

#### 8. Council Confirmation of Mayoral Appointments.

All Mayoral appointments, as provided for in Article IV, Section 4(7) of this Charter, ~~except the Mayor's Court Magistrate,~~ shall be confirmed by Council before they become effective. Unless two-thirds of Council votes not to confirm the Mayor's proposed appointment within thirty (30) days after it receives notice of such proposed appointment, the appointment shall be confirmed. Council's right not to confirm shall not otherwise be limited. ~~However, any Councilmember voting not to confirm shall state the reasons for such vote, which shall be recorded in the minutes.~~

#### 9. Mayoral Appointments Not Subject to Confirmation.

The Mayor shall appoint all officers and employees of the City, in addition to those referred to in Article IV, Section 4(7), except those reserved to Council. Such appointments shall not require confirmation of Council.

All persons appointed by the Mayor, may be promoted, transferred, reduced or removed by the Mayor in accordance with this Charter or Ordinance of the City.

#### Sec. 5. Mayor's Estimate of Revenues and Expenditures.

The fiscal year of the City shall begin on the first day of January. On or before the fifteenth day of ~~June~~ July of the current fiscal year, the Mayor, with the assistance of the ~~Director of Finance~~ Director, shall prepare and submit to Council an estimate of the revenues and expenditures of all Departments for the ensuing year. Council may require additional fiscal information from the Mayor or the Finance Director.

The classification of the estimate of expenditures shall be ~~as nearly uniform as possible~~ for the main functional divisions of all Departments and shall ~~give provide~~ the following information:

1. An estimate of the anticipated revenue from each source during the next fiscal year, with comparative statements of the amount received from such source during the ~~two~~ (2) preceding years and the current year plus an estimate of such amounts for the remainder of the current year.

2. A detailed estimate of the expense of conducting each Department and activity of the City for the next ~~succeeding~~ fiscal year, together with comparative statements as provided in the ~~next~~-preceding paragraph, with reasons for proposed increases or decreases as compared with the current fiscal year.
3. The amount of the total and net debt of the City together with a schedule of maturities of outstanding bonds and notes.
4. A statement of the unencumbered balance in each bond and improvement fund.

## ARTICLE V ADMINISTRATIVE OFFICERS AND DEPARTMENTS

### Sec. 1. General Provisions.

~~A~~ Departments of Law, a ~~Department of Finance~~, a ~~Department of Audit~~, a ~~Department of Public Safety~~, a ~~Department of Public Works~~ Service, a ~~Department of Building and a Department of Recreation~~ Community Services are established. Council may combine or abolish Departments and Divisions, and may authorize one (1) person to be head of two (2) or more Departments or Divisions, except that Council shall not combine or abolish the Departments or Directors of Law, Finance or Audit. Council may, by Ordinance, establish new Departments or Divisions.

### Sec. 2. Department of Law.

#### 1. ~~Duties.~~ Appointment.

The Department of Law shall be headed by a Law Director who shall be appointed and supervised by Council for a term not beyond the next organizational meeting of Council. Council may also provide for Assistant Law Directors and special legal counsel.



## 2. Qualifications. of Law Director.

The Law Director shall be duly admitted to the practice of law in the State of Ohio and shall have had at least seven ~~five~~ (57) years of experience in the active practice of law, including a minimum of five (5) years full-time and/or substantial part-time experience in the practice of municipal and/or governmental law.

## 3. Duties.

The Law Director shall serve the Mayor, the various Departments, Boards, Commissions and officers of the City and the Council, as attorney and legal counsel, and shall represent the City in all proceedings in court or before any administrative body. The Law Director shall be general legal counsel to the City, its elected and appointed officers, and all Boards, Commissions and employees of the City, in their official capacity. The Law Director shall perform all duties required by this Charter, the Mayor and Council. The Law Director, or an Assistant Law Director, as designated by the Law Director, shall act as the City's prosecuting attorney before the Mayor's Court, Municipal Court and upon appeals. The Law Director shall perform all duties required by this Charter, the Mayor and Council and all other duties now or hereafter imposed by law upon legal counsel for cities unless otherwise provided by Ordinance by Council.

## Sec. 3. Department of Finance.

### 1. Finance Director.

The Department of Finance shall be headed by the Finance Director.

### 2. Qualifications.

The Finance Director shall be a graduate of an accredited college or university. In addition, the Finance Director must possess an active Ohio License as a certified public accountant and at least five (5) years of full-time and/or substantial part-time professional experience in municipal government accounting and finance.

### 3. Duties.

The Finance Director shall keep accurate financial records and accounts of the City, including all taxes and assessments, all monies due to and all receipts and disbursements by the City, all the assets and liabilities of the City and all appropriations made by Council. The Finance Director shall examine payrolls, bills and other claims;

approve, if proper; and if appropriations therefor have been duly made, prepare and approve all payments. ~~prepare and sign all warrants.~~ The Finance Director shall assist the Mayor and Council in the preparation of estimates, budgets and appropriations, and shall perform all other duties required by this Charter or by Ordinance. The Finance Director shall be the Treasurer of the City and shall be the custodian of all monies of the City.

#### Sec. 4. Department of Audit.

##### 1. Appointment.

The Department of Audit shall be headed by the Auditor, who shall be appointed and supervised by Council for a term not beyond the next organizational meeting of Council.

##### 2. Qualifications.

The Auditor~~who~~ shall be a Certified Public Accountant with at least ~~five (5)~~ seven (7) years of experience in auditing or financial ~~the active practice of accounting~~ including two (2) years of experience in governmental finance and accounting.

##### 3. Duties.

The Auditor shall make an ~~completely independent~~ audit of the books and all records of the Finance Department ~~of Finance~~. The Auditor shall make reports to the Mayor and Council annually and when requested, and shall approve all financial reports and statements of the Finance Department. The Auditor shall perform any other duty required by this Charter, or by Ordinance or Resolution of Council.

#### Sec. 5. Department of Public Safety.

The Department of Public Safety shall be headed by the Safety Director. The Safety Director shall administer the Department of Police and the Department of Fire and Rescue.

#### Sec. 6. Department of Public ~~Service~~ Works.

The Department of Public ~~Service~~ Works shall be headed by the ~~Service~~ Public Works Director. The ~~Service~~ Public Works Director shall supervise street and utility maintenance, maintenance of public properties and service collections.

#### Sec. 7. Department of Building.

The Department of Building shall be headed by the Building Commissioner who shall administer and enforce all building and zoning codes. The Building Commissioner shall meet the requirements of the Ohio Board of Building Standards and the Ohio Administrative Code in order to be the certified building official, residential plans examiner, building inspector, and either electrical safety inspector or commercial plumbing inspector, or any other applicable requirement that may be implemented by the State.

#### Sec. 8. Department of ~~Recreation~~ COMMUNITY SERVICES.

The Department of ~~Recreation~~ Community Services shall be administered by the ~~Recreation-Community Services~~ Director who shall administer all Human Services and recreation regulations ~~laws and programs~~.

### **ARTICLE VI COMMISSIONS AND BOARDS**

#### Sec. 1. General Provisions.

A Planning and Zoning Commission and Civil Service Commission are established by this Charter. Council may establish other Commissions or Boards for any proper City purpose. A member of any Commission or Board is an officer of the City. Any vacancy on a Commission or Board shall be promptly filled according to this Charter.

#### Sec. 2. Planning and Zoning Commission.

##### 1. Composition.

The Planning and Zoning Commission shall consist of seven (7) members as follows:

- (A) The Mayor.
- (B) One (1) Councilmember, to be appointed by Council.
- (C) Four (4) residents of the City appointed by the Mayor with one (1) from each of the three (3) districts established by Council pursuant to Section 3 below and one (1) resident appointed at-large.
- (D) One (1) resident of the City appointed at-large by Council ~~at-large~~.

## 2. Terms of Commission Members.

Resident members of the Commission shall serve staggered terms of three (3) years and shall hold no other City office.

The terms of the four (4) members appointed by the Mayor shall commence as follows:

- one (1) district member on January 1, 1995.
- one (1) district member on January 1, 1996.
- one (1) district member on January 1, 1997.
- one (1) at-large member on January 1, 1997.

The term of the one (1) member appointed by Council shall commence as follows:  
one (1) at-large member on January 1, 1995.

## 3. Districts.

Council shall ~~establish~~ maintain three (3) districts, each with approximately an equal number of residents. ~~The Mayor shall appoint one (1) member of the Commission from each such district and one (1) member at large. Council shall appoint one (1) member at large.~~ Recognizing the need to also have a reasonable amount of geographical distribution of resident members, Council may adjust the size and location of such districts in accordance with the most recent decennial U.S. Census Bureau population figures.

## 4. Powers and Duties.

The Planning and Zoning Commission shall have such powers and duties as this Charter or Council shall provide concerning the plan, design, location, removal, relocation, and alteration of any public buildings or structure or those located on public streets or property; the location, relocation, widening, extension, and vacation of streets, parkways, playgrounds and other public places; the approval of plats for the subdivision of land; the zoning of the City for any lawful purpose and such other powers as are now or may hereafter be conferred upon it by Ordinance of the Council or the general laws of Ohio.

## Sec. 3. Civil Service Commission.

1. The Civil Service Commission shall consist of three (3) electors of the City not holding any other City office to be appointed by the Mayor and confirmed by a majority

of members of Council to serve staggered terms of six (6) years, with one (1) member's term expiring every two (2) years on January 1, following a ~~R~~egular Municipal ~~E~~lection. A vacancy occurring during the term of a member of the Civil Service Commission shall be filled for the unexpired term in the same manner as the original appointment was made. The civil service of the City is divided into the unclassified and classified service.

- (A) The unclassified service shall include all elected, appointed and employed persons of the City except those included in the classified service.
- (B) The classified service shall consist of all Police Officers and Fire Fighters who are appointed and/or promoted by competitive civil service examination, excluding the Chief and any Deputy Chief of the Police Department and the Chief and any Deputy Chief of the Fire and Rescue Department, to be known as the safety forces. Council, by Ordinance, shall create each rank in the safety forces and the number of persons to serve in each rank. Such Ordinance shall be known as the table of organization.

2. Appointments and promotions within the classified service of the City shall be determined on the basis of merit and fitness and in the manner provided for cities by the Constitution and the general laws of the State of Ohio, except as otherwise provided in this Charter or City Ordinance. The Civil Service Commission shall adopt rules and regulations implementing the provisions of the general law and as to any matter not controlled by the general law may provide by general rule therefor, except:

- (A) That the Civil Service Commission may by rule establish a probationary period of not more than two (2) years for persons appointed to the Classified Service; and
- (B) The percentage of any other job related training and/or education credit or military service may be established by rule of the Civil Service Commission. Notwithstanding the percentage of each such credit established by rule of the Civil Service Commission, the total additional credit which may be added to any passing grade on an entrance examination shall not exceed ten percent (10%).

3. All rules promulgated by the Civil Service Commission shall be approved by ~~City Council. If this amendment to the Charter passes at the General Election held~~



~~November 7, 2017, the Civil Service Rules effective November 6, 2017 shall remain effective until Council approves the rules by legislative action. (Amended 11-7-17)~~

#### Sec. 4. Removals.

~~1.~~ The Mayor may remove any member of a board or commission, except a member appointed by Council. The member recommended to be removed ~~Such member shall be entitled to:~~

~~(A1)~~ An administrative hearing before the Mayor with a statement of the Mayor's reasons for removal being presented. Such member shall have an opportunity to respond.

~~(B2)~~ An appeal to Council, if an appeal is filed in writing with the Clerk of Council within five (5) days of the receipt of the Mayor's order of removal. In such event, Council shall conduct a hearing within thirty (30) days and vote whether or not to affirm the order of removal by the Mayor. A vote of two-thirds of Council is required to overrule the order of removal by the Mayor.

### **ARTICLE VII INITIATIVE, REFERENDUM AND RECALL**

#### Sec. 1. Initiative.

1. The electors of the City shall have power to propose any Ordinance or Resolution, except an Ordinance for the appropriation of money or an Ordinance making a tax levy, and to adopt or reject the same at the polls, such power being known as the initiative, subject to the conditions hereinafter set forth.

2. Prior to the circulation of a petition to initiate an Ordinance or Resolution, the circulators shall register such petition with the Clerk of Council. Such registration shall set forth in full the proposed Ordinance or Resolution and shall also designate a committee of five (5) electors who shall represent all the petitioners in all matters relating to such petition. Notice of all matters required by law to be served on the committee shall be served either personally or by certified mail, or by leaving such notices at the usual place of residence of any member of the committee.

3. Such petition shall be in the form prescribed by Ohio R.C. § 3519.05 and shall be valid only if submitted as hereinafter set forth within ninety (90) days from the date of registration.

4. An initiated Ordinance or Resolution may be submitted to the Clerk of Council by petition signed by at least ten percent (10%) of the votes cast within the City in the most recent Governor's election ~~registered electors of the City on the date of the last regular election in the City~~, as certified by the Board of Elections. When so submitted, the Clerk shall forthwith determine the sufficiency of the petition, and if found sufficient, Council shall have the proposed Ordinance or Resolution read at its next regular Council meeting and referred to an appropriate committee, which may be a Committee of the Whole. Council shall conduct at least one (1) public hearing on the proposed Ordinance or Resolution. Council shall, within sixty (60) days after such Ordinance or Resolution is submitted, take final action thereon, either adopting or rejecting the proposed Ordinance or Resolution. If Council fails or refuses to pass such proposed Ordinance or Resolution, or passes it in some form different from that set forth in the petition therefor, the committee of the petitioners may require that it be submitted to a vote of the electors either in its original form or in the amended form by filing a letter with the Clerk of Council within ten (10) days after Council either rejects the legislation proposed by the initiative or passes it in some form different than requested.

Council shall thereupon provide for submitting such Ordinance or Resolution to the vote of the electors at the next regular election if one occurs in not less than ninety ~~seventy-five (75)~~ 90 days from the date of receipt of the letter, or at a special election to be held in not more than one hundred twenty (120) days from receipt of the letter. If an Ordinance or Resolution is adopted by the electors, it shall be in full force and effect from the date the election result is officially certified by the Board of Elections, and Council shall not repeal it for at least two (2) years thereafter.

## Sec. 2. Referendum.

1. The electors shall have the power to approve or reject at the polls any Ordinance or Resolution passed by Council, except as hereinafter provided.

2. Within thirty (30) days after the final passage date of an Ordinance or Resolution, a petition signed by at least ten percent (10%) of the votes cast within the City in the most recent Governor's election ~~registered electors of the City~~ may be filed with the Clerk of Council, requesting that such Ordinance or Resolution either be repealed or submitted to a vote of the electors. When such petition is filed, the Clerk

shall first ascertain the sufficiency of the petition, and if found sufficient, Council shall, within thirty (30) days of the filing of such petition, reconsider such Ordinance or Resolution. If upon such reconsideration the Ordinance or Resolution is not repealed, Council shall provide for submitting it to a vote of the electors at the next regular election if one occurs in not less than ninety ~~seventy-five (75)~~(90) days from the date Council, upon reconsideration, fails to repeal the Ordinance or Resolution, or at a special election to be held in not more than one hundred twenty (120) days from the date Council, upon reconsideration, fails to repeal the Ordinance or Resolution. No such Ordinance or Resolution shall go into effect until approved by a majority of those voting thereon. When Council is required to pass more than one (1) Ordinance or Resolution necessary to complete a legislative objective, the referendum provision shall apply only to the first Ordinance or Resolution required to be passed and not to any subsequent Ordinance or Resolution relating thereto. Ordinances providing for tax levies or for improvements petitioned for by the owners of a majority of the property to be specially assessed therefor, appropriation Ordinances limited to the subject of appropriations and emergency or urgent Ordinances and Resolutions, shall not be subject to referendum, but all other Ordinances and Resolutions shall be subject to referendum.

3. Ordinances and Resolutions submitted to Council by initiative petition and passed by Council either with or without change, but not required to be submitted to a vote of the electors, shall be subject to referendum in the same manner as other Ordinances and Resolutions.

### Sec. 3. Recall.

The electors shall have the power to remove from office by recall any elected officer or a person appointed to fill a vacancy in an elected office. At any time after any elected or appointed officer has held office for six (6) months of the term for which the officer was elected or appointed, a petition demanding such officer's removal from such office may be filed with the Clerk of Council. A copy of such petition shall be filed with the Clerk of Council before circulation and shall be circulated and re-filed with the Clerk within thirty (30) days. Such petition shall comply with the provisions of Section 4 of Article VII and shall be signed by ~~registered~~ electors equal in number to at least twenty percent (20%) of the total votes cast at the last preceding Regular ~~general~~ Municipal Election. If the Clerk shall find the petition sufficient, the Clerk shall promptly so certify to Council and to the officer whose removal is sought, and, if the officer does not resign within five (5) days thereafter, Council shall thereupon order and fix a day for holding a recall election not less than ninety ~~seventy-five (75)~~(90) nor more than one hundred and twenty ~~ninety (90)~~(120) days from the date of the Clerk's certificate of sufficiency. At such

recall election, the name of the officer whose removal is sought shall be placed on the ballot substantially in the following form:

Shall ( \_ ) be recalled and removed from the office of ( \_ ) for the term beginning ( \_ ) and ending ( \_ )?

Yes\_\_

No\_\_

If a majority of those voting to recall and remove such officer vote to remove, such officer is removed effective on the date the result of the election is certified by the Board of Elections to the Clerk of Council. All vacancies created as a result of a recall election shall be filled as stated in Article III, Section 3 or Article IV, Section 3 of this Charter.

#### Sec. 4. Petitions.

An initiative, referendum or recall petition may be circulated in separate parts but shall be bound together and filed as one (1) instrument with the Clerk of Council or an Assistant Clerk of Council only. Each part shall contain, in the case of the initiative or referendum, a full and correct copy of the title and text of the proposed or referred Ordinance or Resolution, and in the case of a recall, the name and office of the person whose removal is sought and a statement in not more than two hundred (200) words of the grounds for the removal.

### **ARTICLE VIII MISCELLANEOUS PROVISIONS**

#### Sec. 1. Contracts and Fiscal Matters.

The general law of Ohio relating to budgets, appropriations, deposits, expenditures, debts, bonds, contracts and other fiscal matters of cities shall be applicable to the City if mandated by the general law of the State of Ohio.

#### Sec. 2. Public Utilities and Franchises.

##### 1. Public Utilities.

Council may by Ordinance grant permission to any person to construct and operate a public utility on, across, under or above any public street or ground within the City on terms and under regulations conducive to the public interest. ~~It may prescribe in the ordinance the kind and quality of service or product to be furnished, the rates to be~~

charged therefor, and any other terms conducive to the public interest. Such grant may be amended or renewed in the manner and subject to the provisions established by this Charter for original grants. ~~However, Such grant, and any amendment or renewal thereof shall be for such period of time as Council may determine. All such grants, amendments or renewals shall be made subject to applicable laws and regulations established by the state and/or federal governments. the continuing right of Council to provide reasonable regulations for the operation of such utilities.~~

## 2. Franchises.

Council shall not pass an Ordinance or Resolution making, amending or renewing a franchise as an emergency or urgent measure. If a franchise is for a period of more than one (1) year, Council shall hold a public hearing before final passage. At least two (2) weeks prior to the public hearing, notice of the proposed Ordinance or Resolution shall be published in a newspaper of general circulation in the City and by any other means provided for by Ordinance.

## Sec. 3. Salaries and Bonds.

### 1. Salaries.

- (A) Council shall establish, by Ordinance, or amend as necessary, the salary and compensation of the Mayor, Council and all officers and employees of the City.
- (B) An Ordinance providing for any compensation received by ~~of the Mayor and or~~ Council shall be read three (3) times and not be passed as an emergency or urgent legislation.
- (C) Council may not amend its compensation later than thirty (30) days before the time for filing nominating petitions for a Council term. Such an amendment shall be effective for all Council persons on January 1, following the next regular Council election, two (2) years thereafter.

### 2. Bonds.

Council may require any officer or employee to be bonded for the faithful performance of duties.



#### Sec. 4. Pension and Relief Funds.

Council shall provide for the maintenance of pension, relief and retirement funds required by the general law of the State of Ohio.

#### Sec. 5. Limitation on the Rate of Taxation.

The aggregate amount of taxes that may be levied by the taxing authority of the City without the vote of the people on any taxable property assessed and listed for taxation according to value for all purposes of the City shall not in any one (1) year exceed nine and two-tenths (9.2) mills for each dollar of assessed valuation.

Within the maximum levy provided for in this Charter, Council shall annually levy an amount sufficient to pay the interest, sinking fund and retirement charges on all notes and bonds of the City heretofore or hereafter lawfully authorized to be issued without the authority of the electors, which levy shall be placed before and in preference to all other levies and for the full amount thereof.

#### Sec. 6. Effect of Limitation.

The limitation of Article VIII, Section 5, of this Charter upon the power of Council to levy taxes shall not operate as a limitation upon the power of Council to levy taxes upon such other subjects and for such other purposes as may be lawful under the Constitution and laws of this State.

#### Sec. 7. Amendments.

##### 1. By Council or Petition.

Amendments to this Charter may be submitted to the electors of the City by a two-thirds vote of Council, and shall be submitted by Council when a petition signed by ten percent (10%) of the ~~registered~~ electors of the City, as of the last Regular Municipal Election prior to ~~at~~ the time said petition is submitted, setting forth a proposed amendment, is filed with Council in the manner and form prescribed herein for the submission of Ordinances by an initiative petition. The Ordinance providing for the submission of any such amendment shall be submitted to the electors at the ~~neither~~ next Regular Municipal Election if one shall occur not less than seventy-five (75) nor more than one hundred and twenty (120) days after its passage by Council or the delivery to Council of a petition. Otherwise, Council shall provide for the

submission of the proposed amendment at a special election to be called and held within the time aforesaid.

2. By Charter Review Commission.

(A) Commencing on or about September 1<sup>st</sup> of 2027 and then eight (8) years thereafter, a Charter Review Commission composed of nine (9) Commissioners who are and continue to be electors of the City, shall be established to review this Charter. Each City Council Member shall be entitled to nominate one (1) Commissioner for appointment by Council, and the Mayor shall appoint two (2) Commissioners. In making appointments, Council and the Mayor shall make a good faith effort to ensure that the Charter Review Commission is reflective of the City in terms of diversity, and that each Commissioner has relevant experience and qualifications. No Commissioner may hold any other office or employment with the City. Members shall service until the Commission's recommendations have been submitted to Council.

(B) The Charter Review Commission shall, in public meetings, review in a comprehensive and thorough manner the City's Charter. In the calendar year following the establishment of each Charter Review Commission, the Commission shall recommend to Council and the Mayor such amendments, including alterations, additions, or deletions, if any, to this Charter as in its judgment are conducive to the public interest. The Charter Review Commission shall invite and consider proposed amendments and revisions from the City Administration, Council and Residents. In presenting its recommendations, the Commission shall reserve sufficient time for Council and the public to review the proposed amendments and for Council to make appropriate alterations, additions, or deletions prior to formal Council action on them. Any proposed amendment that Council approves by a two-thirds vote shall be timely submitted to the County Board of Elections for presentation to the electors of the City at the November General Election of 2028, and then each eight (8) years thereafter, in a manner otherwise in accordance with the provisions of this Charter and the Constitution of Ohio.

3. Citizen Notification.

Not less than thirty (30) days prior to such election the Clerk of Council shall mail a copy of the proposed amendment to each elector whose name is made known to the Clerk from the registration books of the Board of Elections and to such other

households as Council shall require. If such proposed amendment is approved by a majority of the electors voting thereon, it shall become a part of this Charter.

Sec. 8. Saving Clause.

The determination that any part of this Charter is invalid shall not invalidate nor impair the force or effect of any other part hereof, except to the extent that such other part is dependent for its operation upon the part declared invalid. Should Council find that it acted in any manner in violation of this Charter or the laws of the City, it is authorized to make necessary corrections by further legislation to correct such error or omission.

Sec. 9. Effect of Charter Upon Existing Laws.

This Charter shall not affect any pre-existing rights of the City, nor any right or liability or pending suit or prosecution either on behalf of or against the City, nor any contract entered into by the City nor for its benefit, nor any franchise granted by the City, nor pending proceedings for the authorization of public improvements or the levy of assessments therefor.

Except as contrary intent appears herein, all acts of Council shall continue in effect until amended or repealed.