

Beachwood City Council
MEETING AGENDA
MONDAY, NOVEMBER 5, 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 Residential Housing Committee Meeting held on July 16, 2018
Approval of the Minutes of the Legal and Personnel Committee Meeting held on July 23, 2018
Approval of the Minutes of the Legal and Personnel Committee Meeting held on July 30, 2018
Approval of the Minutes of the Audit Committee Meeting held on October 8, 2018
Approval of the Minutes of the Regular Council Meeting held on October 22, 2018
5. Economic Development Committee Ordinance No. 2018-168 A Resolution authorizing the submission of a Transportation for Livable Communities Initiative ("TLCI") Grant Application to the Northeast Ohio Areawide Coordinating Agency ("NOACA"), accepting the Grant upon award to the City; and declaring this to be an urgent measure
6. Finance and Insurance Committee Ordinance No. 2018-167 An Ordinance authorizing and directing the payment of certain claims (Bills) for Professional and other services; and declaring this to be an urgent measure
7. Legal and Personnel Committee Ordinance No. 2018-169 An Ordinance enacting new BCO Chapter 160, titled "Anti-Discrimination"; and declaring this to be an urgent measure
8. Legal and Personnel Committee Ordinance No. 2018-170 An Ordinance authorizing the Mayor to enter into an Amendment to the Collective Bargaining Agreement with the Laborer's Local 860 (Service Department); and declaring this to be an urgent measure
9. Legal and Personnel Committee Ordinance No. 2018-171 An Ordinance authorizing the Mayor to enter into Amendments and/or Memorandums of Understanding to the Collective Bargaining Agreements with the Laborer's Local 860 (Service Department), Laborer's Local 860 (Building Department), the Fraternal Order of Police, Beachwood Lodge No. 86, Blue and Gold Bargaining Units, and the International Association of Fire Fighters, Local 238; and declaring this to be an urgent measure
10. Public Works Committee **Motion** A Motion authorizing the Clerk to advertise for bids for the 2019 Tree Planting Project

Page Two
City Council Meeting Agenda
November 5, 2018

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| 11. | Recreation and Community Services Committee
Ordinance No. 2018-172 | An Ordinance amending the fee schedule for the Recreation and Human Services programs for the City of Beachwood, Ohio; and declaring this to be an urgent measure |
| 12. | Recreation and Community Services Committee
Ordinance No. 2018-173 | An Ordinance authorizing the Mayor to renew an Agreement with Village in the Heights for Senior/Disabled Rubbish Pick-Up; and declaring this to be an urgent measure. |
| 13. | Recreation and Community Services Committee
Ordinance No. 2018-174 | An Ordinance authorizing the Mayor to purchase parts and covers for Funbrellas at the Beachwood Family Aquatic Center from Anchor Industries, Inc.; and declaring this to be an urgent measure |
| 14. | Recreation and Community Services Committee
Ordinance No. 2018-175 | An Ordinance accepting the proposal of the Apostolos Group, Inc. DBA THOMARIOS to paint the Beachwood Family Aquatic Center; and declaring this to be an urgent measure |

*****PENDING*****

- | | | |
|----|--|---|
| 1. | Planning and Zoning Committee
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
Placed on First Reading and referred to P&Z: May 7, 2018 |
|----|--|---|

INTRODUCED BY:

RESOLUTION NO. 2018-168

A RESOLUTION AUTHORIZING THE SUBMISSION OF A TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE ("TLCI") GRANT APPLICATION TO THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY ("NOACA"), ACCEPTING THE GRANT UPON AWARD TO THE CITY; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is submitting an application to the Northeast Ohio Areawide Coordinating Agency ("NOACA") for funding for a feasibility study through the Transportation for Livable Communities Initiative ("TLCI"); and

WHEREAS, the TLCI Program provides federal funds for projects that integrate transportation and land use planning, increase transportation options, promote livability, and advance the goals of NOACA's Strategic Plan for Northeast Ohio; and

WHEREAS, the TLCI Program is paid on a reimbursement basis, requiring the applicant to first expend funds (if matched) and then request reimbursement from NOACA; and

WHEREAS, the City of Beachwood, Ohio agrees to abide by all federal requirements as a sub-recipient of federal transportation funds, including Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and including all applicable federal procurement requirements; and

WHEREAS, the City of Beachwood, Ohio agrees to be responsible for managing any and all sub-contracting agencies, organizations, or consultants; and

WHEREAS, the City of Beachwood, Ohio agrees to complete the agreed upon scope of services or will forfeit current and future TLCI awards; and

WHEREAS, the City of Beachwood, Ohio is authorized to execute a contract with the Ohio Department of Transportation ("ODOT") and NOACA if selected for the TLCI Program.

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

Section 1: Council hereby authorizes the Mayor to apply for a Transportation for Livable Communities Initiative grant from the Northeast Ohio Areawide Coordinating Agency ("NOACA"), in an amount up to Fifty Thousand Dollars and No/Cents (\$50,000.00) for funding through the TLCI Program, and if approved, hereby authorizes the Mayor to accept the grant upon award to the City in accordance with the terms of the TLCI Program.

Section 2: The Mayor is hereby authorized and directed to work cooperatively with NOACA, abide by all NOACA policies, and to enter into such agreements with NOACA and other agencies as may be necessary for the application and receipt of NOACA grant funds and related funding, as provided by law. Said agreements shall be in the form as approved by the Law Director.

RESOLUTION NO. 2018-168

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 Resolution 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 deadline for the submission of the Grant Application was October 12, 2018; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Resolution 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 5th day of November, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018, and filed it with the Clerk.

Mayor

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

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

For Supplies and Services	November 5, 2018	\$64,704.40
GPD Associates	Engineering Services	\$24,313.50
Paul Kowalczyk	Plan Review Services	\$835.00
Lemay Erickson Willcox	Professional Services	\$38,262.90
Tactical Planning	Professional Services	\$1,207.50
Walter Haverfield	Legal Services	\$85.50

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

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

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

Attest: I hereby certify that this legislation was duly adopted on the 5th day of November, 2018 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018 and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2018-167

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:

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Attest: I hereby certify that this legislation was duly adopted on the 5th day of November 2018 and presented to the Mayor.

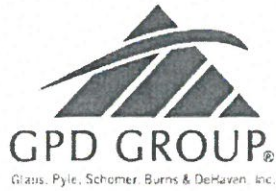
Clerk

Approval: I have approved this legislation this 6th day of November and filed it with the Clerk.

Mayor

Summary of Engineering Invoices
November 5, 2018 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2018	2017	2016
								ENCUMBRANCES		
2018120.34-2	10/12/2018	\$599.00	\$0.00	\$599.00	General			X		
2018120.34-1	9/14/2018	\$3,389.00	\$0.00	\$3,389.00	General			X		
2016119.14-17	10/12/2018	\$1,508.00	\$0.00	\$1,508.00	Capital				X	
2018119.01-9	10/12/2018	\$1,356.00	\$0.00	\$1,356.00	General			X		
2018119.07-7	10/12/2018	\$14,713.50	\$0.00	\$14,713.50	Capital			X		
2018119.08-3	10/12/2018	\$1,040.00	\$0.00	\$1,040.00	Street Cons.			X		
2018119.06-7	10/12/2018	\$1,708.00	\$0.00	\$1,708.00	Deposits	Dominion Energy		X		
Total To Pay				<u>\$24,313.50</u>						
Total Capital Fund				\$16,221.50						
Total General Fund				\$5,344.00						
Total Deposits				\$1,708.00						
Total Street Const. Mant.				\$1,040.00						
Less: Billable Charges				<u>(\$1,708.00)</u>						
Net Paid by City:				<u>\$22,605.50</u>						



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

Invoice

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

APPROVED FOR PAYMENT
10-22-18
DATE: 10-19-18
PO: 2017-63810

October 12, 2018
 Invoice No:

2016119.14 - 17

Invoice Total \$1,508.00

Project 2016119.14 Beachwood - Richmond Rd - Replace NB Lanes
 P.O.#2016-03722 \$84,600.00
 P.O.#2017-03810 \$22,960.00

Service Dept.

Professional Services from September 1, 2018 to September 28, 2018

Task 600 Construction Services

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	14.00	104.00	1,456.00
Fini, Nicholas	.50	104.00	52.00
Totals	14.50		1,508.00
Total Labor			1,508.00
Total this Task			\$1,508.00
Total this Invoice			\$1,508.00

Outstanding Invoices

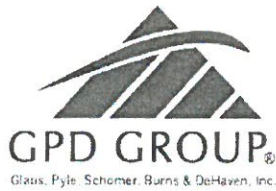
Number	Date	Balance
16	9/14/2018	2,964.00
Total		2,964.00

Billings to Date

	Current	Prior	Total
Labor	1,508.00	105,385.75	106,893.75
Totals	1,508.00	105,385.75	106,893.75

Net 30 days.

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 INDIANAPOLIS / LOUISVILLE / MARION / PHOENIX / SEATTLE / YOUNGSTOWN



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

Invoice

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

October 12, 2018

Invoice No: 2018119.01 - 9

APPROVED FOR PAYMENT
10-22-18
10-19-18
DATE: 2018-00143

Invoice Total \$1,356.00

Project 2018119.01 Beachwood - General Engineering Service Department

Service Dept.

Professional Services from September 1, 2018 to September 28, 2018

Task 100 Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
City Council work session.			
Ciuni, Joseph	1.00	104.00	104.00
CWD meeting - paint Water Tower.			
Ciuni, Joseph	2.00	104.00	208.00
Internal traffic meeting.			
Totals	4.00		416.00
Total Labor			416.00
Total this Task			\$416.00

Task 200 General Engineering

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Dog Park estimates and memos.			
Ciuni, Joseph	2.00	104.00	208.00
Woodside drainage improvements - meet with county.			
Fini, Nicholas	1.00	104.00	104.00
County 50/50.			
Design Engineer			
Gorman, Jacqueline	2.00	90.00	180.00
County 50/50 application.			
Maar, Johnathon	1.00	90.00	90.00
Review SWPPP reports.			
Senior Designer			
Weissberg, Carl	2.00	75.00	150.00

Net 30 days.

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Project	2018119.01	Beachwood - General Engineering Svc Dept	Invoice	9
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Fairmount 50/50 app set up.

Totals	10.00	940.00	940.00
Total Labor			

Total this Task **\$940.00**

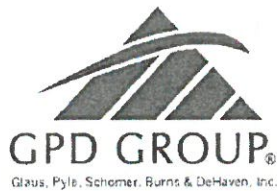
Total this Invoice **\$1,356.00**

Outstanding Invoices

Number	Date	Balance
8	9/14/2018	1,404.00
Total		1,404.00

Billings to Date

	Current	Prior	Total
Labor	1,356.00	16,180.00	17,536.00
Totals	1,356.00	16,180.00	17,536.00



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

Invoice

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

Bill
Dominion Energy Ohio
#18783001

October 12, 2018
 Invoice No: 2018119.06 - 7

Invoice Total \$1,708.00

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

Service Dept.

Professional Services from September 1, 2018 to September 28, 2018

Task 100 Plan Review

Professional Personnel

		Hours	Rate	Amount	
CAD Drafter					
Fox, Jamie	9/4/2018	.50	71.00	35.50	
Inspector reports.					
Fox, Jamie	9/13/2018	.50	71.00	35.50	
Inspector reports.					
Fox, Jamie	9/17/2018	.50	71.00	35.50	
Inspector reports.					
Fox, Jamie	9/24/2018	.50	71.00	35.50	
Inspector reports.					
Totals		2.00		142.00	
Total Labor					142.00
Total this Task					\$142.00

Task 200 Inspection

Professional Personnel

		Hours	Rate	Amount	
Inspector					
Carey, Donald	9/4/2018	2.00	54.00	108.00	
Carey, Donald	9/5/2018	2.00	54.00	108.00	
Carey, Donald	9/6/2018	4.00	54.00	216.00	
Carey, Donald	9/7/2018	3.00	54.00	162.00	
Carey, Donald	9/13/2018	1.00	54.00	54.00	
Carey, Donald	9/20/2018	2.00	54.00	108.00	
Carey, Donald	9/21/2018	3.00	54.00	162.00	
Carey, Donald	9/27/2018	2.00	54.00	108.00	
Carey, Donald	9/28/2018	6.00	54.00	324.00	

Net 30 days.

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APPROVED FOR PAYMENT
10-19-18
783-000-53130
10-22-18

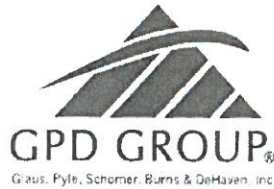
Project	2018119.06	Beachwood-Dominion Project-Ramsay/Richmo			Invoice	7
Inspector Coordinator						
	Hollo, Gary	9/7/2018	1.00	72.00	72.00	
	Hollo, Gary	9/18/2018	1.00	72.00	72.00	
	Hollo, Gary	9/26/2018	1.00	72.00	72.00	
	Totals		28.00		1,566.00	
	Total Labor					1,566.00
				Total this Task		\$1,566.00
				Total this Invoice		<u>\$1,708.00</u>

Outstanding Invoices

Number	Date	Balance
6	9/14/2018	6,231.50
Total		6,231.50

Billings to Date

	Current	Prior	Total
Labor	1,708.00	30,502.00	32,210.00
Totals	1,708.00	30,502.00	32,210.00



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

Invoice

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

October 12, 2018

Invoice No: 2018119.07 - 7

APPROVED FOR PAYMENT
10-19-18
2018-01035
10-22-18

Invoice Total \$14,713.50

Project 2018119.07 Beachwood - Halburton Road Reconstruction - Phase 1 (Bryden to Brandon)

Service Dept.
P.O.#2018-01035 \$101,000.00

Professional Services from September 1, 2018 to September 28, 2018

Task 100 Design
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	15.00	104.00	1,560.00
Fini, Nicholas	1.00	104.00	104.00
Project closeout issues with Southshore.			
CAD Drafter			
Fox, Jamie	4.50	71.00	319.50
Inspector reports/quantities.			
Fox, Jamie	1.50	71.00	106.50
Inspector revised reports and quantities.			
Fox, Jamie	1.00	71.00	71.00
Pay app 2.			
Fox, Jamie	1.50	71.00	106.50
Inspector reports and quantities.			
Totals	24.50		2,267.50
Total Labor			2,267.50
Total this Task			\$2,267.50

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount
Project Manager			
Fini, Nicholas	4.00	104.00	416.00
Fini, Nicholas	2.00	104.00	208.00
Site visit with Ted, Tim and Mike.			
Inspector			
Carey, Donald	21.00	54.00	1,134.00
Maleski, Theodore	54.00	54.00	2,916.00
Weissberg, Carl	10.00	54.00	540.00

Net 30 days.

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Project	2018119.07	Beachwood-Halburton Rd Recon Ph1	Invoice	7
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Inspector Coordinator

Hollo, Gary

6.00

72.00

432.00

Totals

97.00

5,646.00

Total Labor

5,646.00

Total this Task

\$5,646.00

Task 300

Inspection OT

Professional Personnel

Hours

Rate

Amount

Inspector

Maleski, Theodore

85.00

80.00

6,800.00

Totals

85.00

6,800.00

Total Labor

6,800.00

Total this Task

\$6,800.00

Total this Invoice

\$14,713.50

Outstanding Invoices

Number

Date

Balance

6

9/14/2018

13,815.50

Total

13,815.50

Billings to Date

Current

Prior

Total

Labor

14,713.50

67,434.00

82,147.50

Totals

14,713.50

67,434.00

82,147.50



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

Invoice

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

October 12, 2018
 Invoice No: 2018119.08 - 3

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 10-19-18
P/O: 2018-01045
10 22-18

Invoice Total \$1,040.00

Project 2018119.08 Beachwood - 2018 Roadway Patching Program - Asphalt and Concrete

Service Dept.
P.O.#2018-01045 \$21,000.00

Professional Services from September 1, 2018 to September 28, 2018

Task 100 Design - Asphalt

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	2.00	104.00	208.00
Fini, Nicholas	8.00	104.00	832.00
Totals	10.00		1,040.00
Total Labor			1,040.00
Total this Task			\$1,040.00
Total this Invoice			\$1,040.00

Outstanding Invoices

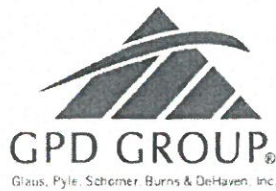
Number	Date	Balance
2	9/14/2018	2,651.00
Total		2,651.00

Billings to Date

	Current	Prior	Total
Labor	1,040.00	3,888.50	4,928.50
Totals	1,040.00	3,888.50	4,928.50

Net 30 days.

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

Invoice

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

September 14, 2018
 Invoice No: 2018120.34 - 1

Invoice Total \$3,389.00

Project 2018120.34 Beachwood - Kippen-Brown Drainage Issue

Building Dept.
Max Not to Exceed \$4,000.00

city Project General Fund P/O

Professional Services from July 28, 2018 to August 31, 2018

Task 100 Preliminary Design / Study

Professional Personnel

	Hours	Rate	Amount
Project Manager			
Ciuni, Joseph	1.00	104.00	104.00
Washko, Thomas	4.00	104.00	416.00
Design Engineer			
Jurcak, Michael	4.50	90.00	405.00
1-Person Crew with Robotic Instrument			
Higgins, Jonathan	13.00	88.00	1,144.00
Leech, Ryan	14.00	88.00	1,232.00
McCarty, Travis	1.00	88.00	88.00
Totals	37.50		3,389.00
Total Labor			3,389.00

Total this Task \$3,389.00

Total this Invoice \$3,389.00

Billings to Date

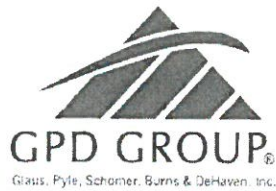
	Current	Prior	Total
Labor	3,389.00	0.00	3,389.00
Totals	3,389.00	0.00	3,389.00

APPROVED FOR PAYMENT

BY: *Matthew H*
 DATE: 10/22/18
 P/O: _____

Net 30 days.

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



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

Invoice

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

October 12, 2018
 Invoice No: 2018120.34 - 2

Invoice Total \$599.00

Project 2018120.34 Beachwood - Kippen-Brown Drainage Issue

Building Dept.
 Max Not to Exceed \$4,000.00

Mayers Office

Professional Services from September 1, 2018 to September 28, 2018

Task 100 Preliminary Design / Study
Professional Personnel

	Hours	Rate	Amount	
Project Manager				
Washko, Thomas	1.00	104.00	104.00	
Design Engineer				
Jurcak, Michael	5.50	90.00	495.00	
Totals	6.50		599.00	
Total Labor				599.00
Total this Task				\$599.00
Total this Invoice				\$599.00

Outstanding Invoices

Number	Date	Balance
1	9/14/2018	3,389.00
Total		3,389.00

Billings to Date

	Current	Prior	Total
Labor	599.00	3,389.00	3,988.00
Totals	599.00	3,389.00	3,988.00

APPROVED FOR PAYMENT

BY: *[Signature]*
 DATE: *10/24/18*
 P/O: _____

Net 30 days.

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

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

October 1, 2018

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

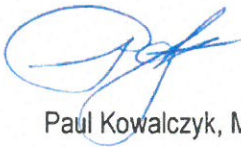
RE: *Building Department*
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of September 2018 \$835.00
(See attached sheet for breakdown)

Total amount due
Eight Hundred Thirty-Five Dollars **\$835.00**

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



Paul Kowalczyk, MPE #798

With Grant
10/5/18

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
September 2018 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2018-30331	BW18-74 9/10/18	Apple Growth Partners Powers Friedman Linn 25550 Chagrin Blvd., 4 th Floor Fire Sprinkler System	1 hour	\$83.50
2017-27984	BW18-75 9/13/18	Rose Senior Living Beachwood, OH Senior Living Facility – Revisions dated 8/27/18	1 hour	\$83.50
2018-31203	BW18-76 9/19/18	Point East Apartment, Suite 310 27500 Cedar Road Fire Sprinkler System alterations	1 hour	\$83.50
2018-31174	BW18-77 9/19/18	Point East Apartment, Suite 409 27500 Cedar Road Interior alterations and balcony enclosure	2 hours	\$167.00
2018-28804	BW18-09.2 9/25/18	Preferred Vascular Group 23650 Commerce Park Interior Alterations – HVAC revisions	30 min.	\$41.75
2018-31280	BW18-78 9/27/18	Beachwood Nutrition 3365 Richmond Road Interior Alterations	2 hours	\$167.00
2018-31282	BW18-79 9/27/18	Nitor Partners 3000 Auburn Drive, Suite 430 Interior Alterations	2 hours 30 min.	\$208.75
Total:				\$835.00

Paul Kowalczyk, MPE #798

Invoice

October 2, 2018

Project No: 21510.00

Invoice No: 0000000042



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 August 1, 2018 to August 31, 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	100.00	40,000.00	35,345.00	4,655.00
Add'l CA per amendment - URS	30,792.00	100.00	30,792.00	25,660.00	5,132.00
Post Construction	2,000.00	100.00	2,000.00	0.00	2,000.00
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	100.00	33,600.00	33,600.00	0.00
Commissioning (see below)	26,400.00	100.00	26,400.00	0.00	26,400.00
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	0000000042
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	19,596.00	100.00	19,596.00	19,596.00	0.00	
URS A.S. #7	8,277.00	100.00	8,277.00	8,277.00	0.00	
Total Fee	1,121,042.05		1,121,042.05	1,082,855.05	38,187.00	
Total Fee					38,187.00	

Reimbursable Expenses

Mileage/Travel						
8/8/2018	Franklin, Robert	Punchlist		19.00		
8/8/2018	Franklin, Robert	Punchlist		50.00		
Total Reimbursables			1.1 times	69.00	75.90	
Total this Task					\$38,262.90	

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

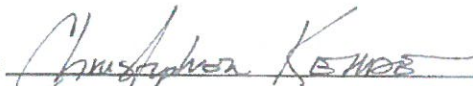
TOTAL THIS INVOICE **\$38,262.90**

Billings to Date

	Current	Prior	Total	Received
Fee	38,187.00	822,950.05	861,137.05	
Labor	0.00	109,047.50	109,047.50	
Reimb. Consult.	0.00	301,443.12	301,443.12	
Reimb. Exp.	75.90	35,692.92	35,768.82	
Interest	0.00	39.57	39.57	
Totals	38,262.90	1,269,173.16	1,307,436.06	1,269,173.16

E-mail Invoices to:Accounts@beachwoodohio.com

Authorized By:


 Christopher Kehde

Date:

10/2/2018

For billing questions contact Chris Fowler at 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.

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

October 17, 2018

FED ID # 46-3453684

P.O. # 2017-02032

INV # BW-1845

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

Special Planning and Zoning Commission Meeting Re: Code Amendments (10/17/18)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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Preparation of Code Modifications per Planning and Zoning Commission Comments

G. Smerigan	5.5 Hours	@	\$115.00 / hour	\$632.50
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TOTAL DUE THIS INVOICE

\$747.50

Thank you,



George Smerigan
Member

W6
10/18/18

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

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

October 8, 2018

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1844

For professional services rendered as follows:

Architectural Review Board Meeting (9/17/18)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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Conference Call Re: Water Walk (9/28/18)

G. Smerigan	0.5 Hours	@	\$115.00 / hour	\$57.50
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Meeting w/ B. Griswold & Mayor re: Bryden Road (10/2/18)

G. Smerigan	1.0 Hours	@	\$115.00 / hour	\$115.00
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Meeting w/ B. Griswold & Mayor re: Adult Wellness (10/1/18)

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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TOTAL DUE THIS INVOICE

 \$460.00

Thank you,


George Smerigan
Managing Member

wa
10/17/18

WALTER | HAVERFIELD
Attorneys At Law

LEADING EXPERTISE. EXCEPTIONAL VALUE.

INVOICE

BEACHWOOD, CITY OF
FILE NUMBER: 31181-00002
INVOICE NO.: 348565

Oct 11, 2018 PAGE 2

Services Detail

09/12/18 WRH	Review proposed new FCC small cell rules; follow up with Diane Calta regarding same.	.30
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Total Fee Amount	\$	85.50
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TOTAL DUE FOR INVOICE# 348565	\$	85.50
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APPROVED FOR PAYMENT
BY: Diane A. Calta
DATE: 10-22-18
P/O: 2018-07049

PLEASE SEND REMITTANCES ONLY TO: P.O. BOX 75568, CLEVELAND, OH 44101
Federal Tax I.D. 34-0602148

INTRODUCED BY:

ORDINANCE NO. 2018-169

AN ORDINANCE ADOPTING NEW BCO CHAPTER 160, TITLED "ANTI-DISCRIMINATION"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on or about September 26, 2018, Cuyahoga County Council adopted Ordinance 2018-009, enacting Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination, to ensure equal opportunity and treatment for all citizens of Cuyahoga County; and

WHEREAS, the Council of the City of Beachwood, Ohio also desires to eliminate discrimination based upon race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, and gender identity or expression; and

WHEREAS, it is the desire of the Council of the City of Beachwood, Ohio to protect and safeguard the rights and opportunities of all persons to be free from all forms of discrimination, including but not limited to discrimination based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, and gender identity or expression; and

WHEREAS, it is imperative that the City of Beachwood, Ohio ensure that all persons within the City have equal access and opportunities to employment, housing, and public accommodations; and

WHEREAS, the Council of the City of Beachwood, Ohio, to achieve its desires, wishes to adopt an Ordinance in coordination and cooperation with the Cuyahoga County Council; and

WHEREAS, the Council of the City of Beachwood, Ohio wishes to refer discrimination complaints filed directly with the City to the Cuyahoga County Human Rights Commission; for all intents and purposes, this Ordinance mirrors Cuyahoga County Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination; and

WHEREAS, the purpose and intent in enacting this Ordinance is to promote the public welfare of all persons who live, visit, and work in the City of Beachwood, Ohio and to promote principles of diversity, inclusion, harmony, and equal treatment for all through education, and community events in the City of Beachwood, Ohio, and to ensure a mechanism for resolving Complaints filed under this Ordinance.

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

Section 1: New BCO Chapter 160, titled, "Anti-Discrimination" is hereby enacted to read and provide, in its entirety, as follows:

“Section 160.01: Definitions

As used in this Chapter of the Codified Ordinances of the City of Beachwood:

- A. The prohibitions in this Chapter concerning “Age” mean individuals who are at least forty (40) years old.
- B. “Burial Lot” means any lot for the burial of deceased persons within any public burial ground or cemetery, including but not limited to, cemeteries owned and operated by companies or associations incorporated for cemetery purposes.
- C. City means City of Beachwood.
- D. “Commission” means the Cuyahoga County Human Rights Commission created by Section 206.13 of the Cuyahoga County Code.
- E. “Complaint” means any petition or written statement under oath that alleges a violation of and/or discriminatory practice or act under this Ordinance and/or Cuyahoga County Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination.
- F. “Complainant” means any person who claims to have suffered an injury under this Ordinance and/or Cuyahoga County Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination.
- G. “Conciliation Agreement” means a written agreement resolving or otherwise disposing of issues raised by a Complaint through informal negotiations, and which is entered by the parties and the Cuyahoga County Human Rights Commission or prior to the adjudicatory hearing.
- H. “Disability” means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
- I. “Physical or mental impairment” includes any of the following:
 - 1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine;

- 2) Any mental or psychological disorder, including but not limited to an intellectual disability, organic brain syndrome, emotional or mental illness, and learning disability; and
- 3) Diseases and conditions, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus infection, intellectual disability, emotional illness, drug addiction, and alcoholism.

J. "Substantially limits" means the ability of an individual to perform a major life activity as compared to most people in the general population. An impairment need not prevent, or significantly or severely restrict, the individual from performing a major life activity to be considered substantially limiting.

A determination of whether a physical or mental impairment substantially limits a major life activity should be made without regard to the ameliorative effects of mitigating measures, except ordinary eyeglasses and contact lenses.

An impairment that is episodic in nature or in remission is a disability if it would substantially limit a major life activity when active.

K. "Physical or mental impairment" does not include any of the following:

- 1) Pedophilia, exhibitionism, voyeurism, or any other sexual or behavioral disorders;
- 2) Compulsive gambling, kleptomania, or pyromania;
- 3) Psychoactive substance use disorders resulting from current illegal use of a controlled substance and current use of alcoholic beverages.

L. "Discriminate and discrimination" includes the segregation, separation, maltreatment, ill-treatment, or any unfavorable difference in treatment based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, gender identity or expression.

M. "Employee" means an individual employed by any employer and includes "independent worker and/or contractor," but does not include any individual employed in the domestic service of any person.

N. "Employer" means any person who employs four (4) or more persons, within the City of Beachwood.

- O. "Employment Agency" means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- P. The prohibitions in this Chapter concerning "Familial Status" mean individuals who fit either of the following circumstances:
- 1) One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian;
 - 2) Any person who is pregnant or in the process of securing legal custody of an individual who is under eighteen (18) years of age.
- Q. "Family" includes a single individual, civil unions, and same-sex or heterosexual-marriage based relationships.
- R. "Gender identity or expression" means an individual's actual or perceived gender-related identity, appearance, mannerisms, or other gender-related characteristics, regardless of the individual's designated sex at birth.
- S. "Housing accommodations" includes any building or structure or portion thereof, which is used or occupied or is intended, or designed to be used or occupied as a home residence, or sleeping place of one or more individuals, groups or families, whether living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesperson, or agent, or by any other person pursuant to authorization of the owner, by the owner, or by such person's legal representative.
- T. "Labor organization" includes any organization that exists for the purpose, in whole or in part, of collective bargaining or other mutual aid or protection in relation to employment.
- U. "Mediation" means an informal conference held by a neutral third party to help the parties resolve their disputes prior to a hearing on a Complaint filed under this Ordinance and/or Cuyahoga County Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination.
- V. "Military Status" means any person who is engaged in "service in the uniformed services," and a member of the "uniformed services" or a veteran.
- W. "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor,

assignor, builder, manager, broker, salesperson, appraiser, agent, employee, and lending institution.

- X. "Place of public accommodation" means any hotel, motel, inn, restaurant, eating establishment, public swimming pool, public sports facility, public sports arena, theme park, amusement park, museum, barbershop, public conveyance by air, land or water, movie theater, music arena, concert hall, performing arts venue, theater, store, or other place for the sale of merchandise to the public, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- Y. "Respondent" means any person, business entity, organization or agency who is notified to defend or substitute their alleged discriminatory actions or activities under this Ordinance and/or Cuyahoga County Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination.
- Z. "Restrictive covenant" means any specification in a contract, deed, land-contract, or lease limiting the transfer, rental, lease or other use of any housing accommodations because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression as a condition of affiliation or approval.
- AA. "Service in the Uniformed Services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, reserve duty in uniform, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. "Service in the uniformed services" includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described herein.
- BB. The terms "because of sex" and "on the basis of sex" include, but are not limited to, because of or on the basis of pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.
- AB. "Sexual orientation" means homosexuality, bisexuality, or heterosexuality.
- AC. "Uniformed services" means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

AD. “Unlawful discriminatory practice” means any act prohibited under this Ordinance and/or Cuyahoga County Chapter 206.13: Commission on Human Rights and Title 15: Anti-Discrimination.

AE. “Veteran” means any person who has completed service in the armed forces, including the national guard of any state, or a reserve component of the armed forces.

Section 160.02: Prohibited Discriminatory Practices

A. Fair Housing.

1) It shall be an unlawful discriminatory practice for any person to:

- a. Refuse to sell, transfer, assign, rent, lease, sublease, finance or otherwise deny, withhold, or discriminate against any person in housing accommodations because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression of any prospective owner, occupant, or user of such housing accommodations;
- b. Represent to any person for a discriminatory purpose that housing accommodations are not available, or unavailable for inspection when in fact they are so available;
- c. Refuse to lend money or extend credit, whether or not secured by mortgage or otherwise, for the rental, acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations or otherwise withholding financing of housing accommodations from any person based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression of any present or prospective owner, occupant, or user of such housing accommodations, provided such person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects of their business or incidental to their principal business; but not as long as the lending part of the purchase price of an owner-occupied residence who is selling their own residence or when such residence is sold by owner to a relative or friend;
- d. Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing or, subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual

orientation, or gender identity or expression of any present or prospective owner, occupant, or user of such housing accommodations;

- e. Discriminate against any person in the terms or conditions of any loan of money or credit extension, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodations because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression of any present or prospective owner, occupant, or user of such housing accommodations;
- f. Make, print, publish, or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease, or acquisition of any housing accommodations or the loan of money or credit extension, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations which indicates any preference, limitation, specification, or discrimination based upon race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression, of any present or prospective owner, occupant, or user of such housing accommodations;
- g. Make any inquiry, elicit any information, or make or keep any record, or use any form of application containing questions or entries concerning race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression, in connection with the sale, rent, or lease of any housing accommodations or the loan of any money or extension of credit, whether or not secured by a mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing accommodations;
- h. Include in any contract, deed, land-contract, or lease of housing accommodations any restrictive covenant, or honor or exercise, or attempt to honor or exercise, any restrictive covenant, that would prohibit, restrict, or limit the sale, transfer, assignment, rental, lease, sublease, or finance of housing accommodations to or for any person because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression of any prospective owner, occupant, or use of such housing accommodations so long as in accordance with the law;

- i. Induce or solicit, or attempt to induce or solicit, any housing accommodations listing, sale, rent, or transaction by representing that a change has occurred or may occur in the block, neighborhood, or area in which the housing accommodations are located, which change is related to the presence or anticipated presence of any persons based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression;
- j. Induce or solicit or attempt to induce or solicit, any housing accommodations listing, sale, rent, or transaction by representing that the presence or anticipated presence of persons of any race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression in the area will or may negatively impact the property, including, but not limited to:
 - i. The lowering of property values;
 - ii. A refusal by current or prospective neighbors to live in the area;
 - iii. An increase in criminal or antisocial behavior in the area; or
 - iv. A decline in the quality of schools serving the area.
- k. Discourage or attempt to discourage the purchase by prospective purchasers of any housing accommodations by representing that any block, neighborhood, or area has or might undergo a change based upon race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression of the residents;
- l. Deny any person access to or membership or participation in any multiple listing service, real estate, broker's organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or to discriminate against them in terms of conditions of such access, membership, or participation, on account of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression;
- m. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or because of that person's having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this Section;

- n. Whether or not acting under color of law, by force or threat of force willfully injure, intimidate or interfere with, or attempt to injure, intimidate, or interfere with:
 - i. Any person based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression and because that person is or has been selling, purchasing, renting, financing, occupying or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting housing accommodations;
 - ii. Any person because that person is or has been, or to intimidate such person or any other person or any class of persons from:
 - a) Participating, without discrimination based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression in any of the activities, services, organizations, or facilities described in this Section;
 - b) Affording another person or class of persons the opportunity or protection so to participate; or
 - c) Discouraging any person from lawfully aiding or encouraging other persons to participate, without discrimination on account of or based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression in any of the activities, services, organizations, or facilities described in this division of this Section, or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate.
- o. Refuse to sell, transfer, assign, rent or lease, sublease, finance or otherwise deny or withhold a burial lot from any person because of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression of any prospective owner or user of such lot; or

- p. For any person to discriminate in any manner against any other person because that person has opposed any unlawful discriminatory practice defined in this Chapter, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this Chapter.

2) Exemptions:

- a. Nothing in this Section shall bar any allegations or denominational institution or organization, or any nonprofit charitable or educational organization that is operated, supervised, or controlled by or in connection with a religious organization, from limiting the sale, rental, or occupancy of housing accommodations that it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference in the sale, rental, or occupancy of such housing accommodations to persons of the same religion, unless membership in the religion is restricted on account of race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression.
- b. Nothing in this Section shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.
- c. Nothing in this Section limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations. Nothing in this Section prohibits the owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this Chapter and are formulated, implemented, and interpreted in a manner consistent with this Chapter and any applicable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- d. Nothing in this Section requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

- e. Nothing in this Section pertaining to discrimination based on familial status shall be constructed to apply to any of the following:
 - i. Housing accommodations provided under any state or federal program that have been determined under the "Fair Housing Amendments Act of 1988," 102 Stat. 1623, 42 U.S.C. 3607, as amended, to be specifically designed and operated to assist elderly persons;
 - ii. Housing accommodations intended for and solely occupied by persons who are sixty-two (62) years of age or older;
 - iii. Housing accommodations intended and operated for occupancy by at least one person who is fifty-five (55) years of age or older per unit, as determined under the "Fair Housing Amendments Act 1988," 102 Stat. 1623, 42 U.S.C. 3607, as amended.
- f. Nothing in this Section shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for a person with a disability, to relieve any person with a disability of any obligation generally imposed on all persons regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.
- g. The provisions of this Section relating to the rental of a dwelling shall not apply to the following:
 - i. If the dwelling unit is inadequate, under applicable laws and ordinances relating to occupancy, to house all persons who intend to live there;
 - ii. The refusal to rent to a person because the person is under the age of majority;
 - iii. Solely with respect to age and familial status, to the restriction of sale, rental or lease of housing accommodations exclusively to individuals sixty-two (62) years of age or older and the spouse of any such individual, or for housing intended and operated for occupancy by at least one individual fifty-five (55) years of age or older per unit;

- iv. To limit a landlord's right to establish and enforce legitimate business practices necessary to protect and manage the rental property, such as the use of references. Further, nothing in this Section requires that a housing accommodation or multiple dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. This subdivision however, shall not be used as a pretext for discrimination in violation of this Section.

B. Unlawful Employment Practices.

- 1) It shall be an unlawful discriminatory practice, except where based upon applicable national security regulations established by the United States:
 - a. For any employer, because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression, to discharge without cause, to refuse to hire a person or otherwise to discriminate against any person with respect to hire, promotion, tenure, discharge, or any terms, conditions or privileges of employment, or any matter related to employment.
 - b. For any employer, employment agency, or labor organization to establish, announce or follow a policy discriminating against, denying, or limiting, the employment or membership opportunities of any person or group of persons because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;
 - c. For any employer, labor organization, or joint labor-management committee controlling apprentice training program to discriminate against any person because of that person's race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression in admission to employment in any program established to provide apprentice training;
 - d. For any employer, employment agency, or labor organization to publish or circulate, or to cause to be published or circulated, any notice or advertisement relating to employment or membership which indicates any preference, limitation, specification or discrimination based upon race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;

- e. For any person seeking employment to publish or to cause to be published any advertisement which specifies or in any manner indicates that person's race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression of any prospective employer;
- f. For any employment agency to refuse or fail to accept, register, classify properly, or refer for employment or otherwise to discriminate against any person because of a person's race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;
- g. For any employer, employment agency, or labor organization to utilize in the recruitment or hiring of persons, any employment agency, placement service, labor organization, training school or center, or any other employee-referring source, known to discriminate against persons because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;
- h. For any labor organization to discriminate against any person or limit that person's employment opportunities, or otherwise adversely affect that person's status as an employee, or that person's wages, hours, or employment conditions, because of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;
- i. For an employment agency to comply with, accommodate, or otherwise assist with locating an employee related to a request from an employer for referral of applicants for employment if the request indicates that the employer fails, or may fail, to comply with this Chapter;
- j. For any labor organization to limit or classify its membership based on race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression;
- k. Except where based on a bona fide occupational qualification, for any employer, employment agency, or labor organization to:
 - i. Elicit or attempt to elicit any information concerning the race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression of an applicant for employment or membership;

- ii. Use any form of application for employment or personnel or membership blank seeking to elicit information regarding race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression but an employer holding a contract containing a non-discrimination clause with the government of the United States or any department or agency thereof, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain such proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;
 - iii. Voluntary requests for demographic information by an employer to aid in Diversity and Inclusion efforts are not unlawful.
1. For any employer, employment agency, or labor organization to discriminate against any person because that person has opposed any practice forbidden by this Chapter, or because that person has made a complaint or assisted in any manner in any investigation or proceeding or hearing under this Chapter.
 - m. For any person to aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice by this Chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this Chapter, or to attempt to commit any act declared by this Chapter, or to attempt to obstruct or prevent any person from enforcing or complying with the provisions of this Chapter, or to attempt to commit any act declared by this Chapter, to be an unlawful discriminatory practice.
- 2) Exemptions. This Section does not apply to a religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of religious activities.

C. Unlawful Discrimination in a Place of Public Accommodation.

- 1) It shall be an unlawful discriminatory practice:
 - a. For any proprietor or any employee, agent, keeper, or manager of a place of public accommodation to deny, discriminate against, or treat differently any person except for reasons applicable alike to all persons regardless of race, color, religion, military status, national origin, disability, age, ancestry, sex, sexual orientation, or gender identity or expression, the full enjoyment of the accommodations, advantages, facilities, or privileges of a place of public accommodation;

- b. For any person to knowingly aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice under this Section.

D. City Services, Facilities, Transactions and Contracts. The City of Beachwood shall be bound by the provisions of this Chapter to the same extent as private individuals. All contractors proposing to, or currently doing business with the City, shall abide by this Ordinance.

E. False Complaints.

No person shall knowingly file a complaint including false or fraudulent information, submitted in bad faith with the intent to defame or to cause other reputational or material harm to an individual or organization. A determination or finding by the Cuyahoga County Human Rights Commission that a complaint is unsubstantiated is, alone, insufficient to prove the existence of a false complaint. Upon a finding by the Cuyahoga County Human Rights Commission that a Complainant has filed a false complaint, the Cuyahoga County Human Rights Commission may impose a civil penalty on the Complainant as provided in Section 160.05.

F. Diversity and Inclusion Efforts.

- 1) Unless otherwise prohibited by law, nothing contained in this Chapter shall be construed to prohibit diversity and inclusion efforts and promotional activities and practices designed primarily to encourage participation by members of any historically marginalized protected group, in furtherance of the purposes of this Chapter.

- 2) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan. An affirmative action plan is any plan devised to effectuate remedial or corrective action taken in response to past discriminatory practices against a historically marginalized group, or as otherwise required by state or federal law.

Section 160.03: Complaint and Enforcement Procedure

Discrimination Complaints filed directly with the City of Beachwood shall be immediately referred to the Cuyahoga County's Human Rights Commission for review and adjudication as set forth in Cuyahoga County Codified Ordinance Section 1501.03.

A. Complaints.

- 1) As set forth in Cuyahoga County Codified Ordinance Section 1501.03, whenever it is alleged in writing and under oath, by a person, referred to as the "Complainant,"

that any person, employer, employment agency, and/or labor organization referred to as the "Respondent," has engaged or is engaging in any unlawful discriminatory practice or act as defined in Section 160.02 of this Chapter, the Cuyahoga County Human Rights Commission or its authorized designee must determine immediately, no later than five (5) business days of receipt of the Complaint, whether a Complaint of discrimination alleges a violation based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, sex, sexual orientation, or gender identity or expression.

- 2) In accordance with Cuyahoga County Codified Ordinance Section 1501.03(A)(2), if the Complaint alleges a violation based on race, color, religion, military status, national origin, disability, age, ancestry, familial status, or sex, the Complainant shall immediately be instructed to file a charge of discrimination, if he or she chooses, with the Ohio Civil Rights Commission (OCRC) and either the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity (FHEO) or the Equal Employment Opportunity Commission (EEOC):
 - a. The Cuyahoga County Human Rights Commission shall provide the Complainant with information about this requirement and the contact information for the OCRC, FHEO, and EEOC.
 - b. The Complainant shall be notified no later than five (5) business days via Certified Mail of the Cuyahoga County Human Rights Commission's decision declining jurisdiction to investigate and hear the Complaint.
- 3) In accordance with Cuyahoga County Codified Ordinance Section 1501.03(A)(3), Complaints of discrimination alleging a violation of this Chapter based on sexual orientation or gender identity or expression, along with an allegation of race, color, religion, military status, national origin, disability, age, ancestry, familial status or sex discrimination (a "hybrid complaint") may be subject to deferral to the OCRC/FHEO/EEOC as set forth in this Section.
 - a) The Cuyahoga County Human Rights Commission shall notify a Complainant of the potential additional rights and remedies available by filing a hybrid charge with OCRC/FHEO/EEOC, and that by failing to file with state and federal authorities the Complainant may forego their right to do so in the future. Such notification shall be in writing and by Certified Mail within five (5) business days via Certified Mail of the Cuyahoga County Human Rights Commission's decision to refer the Complaint to OCRC/FHEO/EEOC.
 - b) In the event a Complainant declines, in writing, to file a charge with OCRC/FHEO/EEOC, the Cuyahoga County Human Rights Commission may adjudicate the complaint in accordance with this Chapter. In the event a

Complainant elects to file a charge with OCRC/FHEO/EEOC, the Cuyahoga County Human Rights Commission shall not hear the hybrid Complaint while the matter remains pending at the state or federal level unless and until such Complaint, in its entirety, reaches a final disposition; provided, however, nothing in this paragraph prohibits a Complainant from filing a separate Complaint as provided in paragraph (A)(4) of this Section.

- 4) Complaints of discrimination alleging a violation of this Chapter based exclusively on sexual orientation and/or gender identity or expression shall be adjudicated by the Cuyahoga County Human Rights Commission in accordance with Cuyahoga County Codified Ordinance Chapter 1501 without deferral of the Complaint to OCRC/FHEO/EEOC unless and until state or federal law is revised to grant OCRC/FHEO/EEOC jurisdiction to adjudicate allegations of discrimination on the basis of sexual orientation and/or gender identity or expression, at which time such Complaints may be subject to deferral. If the OCRC/FHEO/EEOC dismisses a charge of discrimination timely filed under this Chapter based on sexual orientation, gender identity or expression, or any other protected category specified in this Chapter for lack of jurisdiction, the Complainant may, within thirty (30) days of such dismissal, request the charge to proceed under this Chapter. Upon the request, the Cuyahoga County Human Rights Commission shall handle the case in accordance with this Chapter.

- B. **Deadline for Filing.** A Complaint alleging discrimination under Section 160.02(A) of this Chapter shall be filed the City of Beachwood within three hundred and twenty (320) days after the alleged unlawful discriminatory practices or acts are committed. If a complaint is filed directly with the City of Beachwood, the City shall refer said complaint to the Cuyahoga County Human Rights Commission within three hundred and thirty (330) days after the alleged unlawful discriminatory practices or acts are committed. A Complaint alleging discrimination under any other Section of this Title shall be filed with the City of Beachwood within one hundred and twenty (130) days. If a complaint is filed directly with the City of Beachwood, the City shall refer said complaint to the Cuyahoga County Human Rights Commission within one hundred and fifty (150) days after the alleged unlawful discriminatory practices or acts are committed. The Complaint shall be filed upon oath and affirmation and shall contain such information, including the date, place and circumstances of the alleged discriminatory practice or act.

The Cuyahoga County Human Rights Commission through its designee shall serve notice upon the Complainant acknowledging such filing and advising the Complainant of the time limits provide herein. The Cuyahoga County Human Rights Commission shall have the exclusive jurisdiction to adjudicate in accordance with this Chapter and Cuyahoga County Code Chapter 1501 and Section 206.13 all Complaints filed under this Chapter.

C. Respondent.

The Cuyahoga County Human Rights Commission shall proceed as required under Cuyahoga County Codified Ordinance Section 1501.03(C), which may include the following:

- 1) Within fourteen (14) days of the filing of the Complaint, the Cuyahoga County Human Rights Commission or its designee shall serve a copy of the Complaint and a written notice upon the Respondent identifying the alleged discriminatory practices and setting forth the rights and obligations of the parties. Such service shall be by certified mail return receipt requested.
- 2) A person who is not named as a Respondent in a Complaint, but who is identified as a Respondent in the course of an investigation, may be joined as an additional or substitute Respondent upon written notice to such person from the Cuyahoga County Human Rights Commission. Notice shall be served upon such additional or substitute Respondent(s) within ten (10) days of such joinder or substitution and shall explain the basis for the Cuyahoga County Human Rights Commission's belief that the person to whom the notice is addressed is properly joined as a respondent.
- 3) The Respondent may file an answer or response to the Complaint, no later than thirty (30) days after service of the Complaint.
- 4) Respondent's response or answer shall be served by the Cuyahoga County Human Rights Commission upon the Complainant within seven (7) days of receipt by the Cuyahoga County Human Rights Commission.

D. Conciliation/Mediation. Complaints may be resolved through Conciliation/Mediation in accordance with Cuyahoga County Codified Ordinance 1501.03(D). Resolution through Conciliation/Mediation may follow the following process:

The Executive Director shall notify the Complainant and Respondent of the option of voluntary mediation to resolve the Complaint. The Executive Director or designee shall endeavor to eliminate such practices by methods of conference, conciliation, and mediation, to the extent feasible.

- 1) The Executive Director may designate an outside mediator for attempting conciliation or mediation.
- 2) Nothing said or done in the course of conciliation/mediation shall be disclosed to or be used as evidence in any subsequent proceeding or civil action.
- 3) Conciliation/Mediation shall be completed within sixty (60) days of the filing of the Complaint and shall toll or suspend all other dates and deadlines under this Chapter.

If conciliation/mediation fails, a final decision by the Cuyahoga County Human Rights Commission shall be issued on the Complaint within ninety (90) days.

- 4) A conciliation agreement arising out of such conciliation or mediation shall be reduced to a written agreement executed by the Respondent and Complainant. This agreement shall be subject to the approval of the Commission.
- 5) The Cuyahoga County Human Rights Commission may impose civil penalties for a violation or breach of a conciliation agreement.

E. **Dismissal of Complaint.** The Cuyahoga County Human Rights Commission may dismiss a Complaint in accordance with Cuyahoga County Codified Ordinance Section 1501.03(E) upon concluding that the Complaint is meritless, or for Complainant's failure to prosecute, may dismiss a complaint at any time. Such dismissal shall constitute a final appealable order. The Cuyahoga County Human Rights Commission shall promptly serve notice upon the Complainant, Respondent, and any necessary party of any dismissal pursuant to this section.

Section 160.04: Commission Hearings

Cuyahoga County Human Rights Commission hearings shall be conducted in accordance with Cuyahoga County Codified Ordinance Section 1501.04.

Section 160.05: Violation and Remedy

Notices of violations and remedies afforded under this Chapter shall be in accordance with Cuyahoga County Codified Ordinance Sections 1501.05 and 1501.06.

Section 160.06: Severability

This Chapter and each article and section thereunder, are hereby declared to be independent divisions and sub-divisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of said divisions, or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other divisions or sub-divisions, and it is hereby declared that such divisions and sub-divisions would have been passed independently of such division or sub-division so known to be invalid."

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict.

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 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 be effective 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 5th day of November, 2018 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018, and filed it with the Clerk

Mayor

INTRODUCED BY:

ORDINANCE NO. 2018-170

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE LABORERS' LOCAL 860 (SERVICE DEPARTMENT); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council by and through Ordinance 2018-104 authorized the Mayor enter into a new collective bargaining agreement with the Laborers' Local 860 (Service Department); and

WHEREAS, Council now desires to authorize the Mayor to enter into an amendment to the collective bargaining agreement with the Laborers' Local 860 to address a necessary clarification related to the payment of uniform allowances.

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

Section 1: The Mayor is hereby authorized to enter into and execute an amendment to the collective bargaining agreement between the City and Laborers' Local 860 (Service Department), retroactive to April 15, 2018, as set forth in, or in a manner substantially similar to, Exhibit "A" which is attached hereto and incorporated herein by reference.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve the said amendment promptly as required by the Ohio SERB laws; 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 5th day of November, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018, and filed it with the Clerk.

Mayor

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LABORERS' LOCAL 860 AND CITY OF BEACHWOOD

WHEREAS, the Union filed a class action grievance alleging the City breached the parties' agreement in failing to pay the \$2,200.00 uniform allowance in bargaining unit members' hourly rate and utilize it in calculating applicable PERS contributions; and

WHEREAS, the parties now desire to resolve the grievance.

NOW, THEREFORE, the parties agree to amend the collective bargaining agreement as follows:

1. The City agrees to pay each bargaining unit member a \$1,500.00 uniform allowance in 26 payments of \$57.70, instead of the \$2,200.00 as stated in Article 17 of the Collective Bargaining Agreement.
2. The City agrees to pay each bargaining unit employee an additional \$.34 per hour as CDL/Janitor pay, effective April 15, 2018.
3. The additional compensation paid to employees under paragraph two (2) above shall be utilized for purposes of calculating overtime and applicable PERS contributions effective April 15, 2018. The City will pay employees a retroactive check within two (2) weeks of the ratification of this Amendment.
4. The Union acknowledges that the uniform allowance will not be utilized for purposes of calculating overtime or PERS contributions.

This Amendment shall become effective and binding on the parties when it is ratified by the Union and City Council.

CITY OF BEACHWOOD:

LABORERS' LOCAL 860:

INTRODUCED BY:

ORDINANCE NO. 2018-171

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENTS AND/OR MEMORANDUMS OF UNDERSTANDING TO THE COLLECTIVE BARGAINING AGREEMENTS WITH THE LABORERS' LOCAL 860 (SERVICE DEPARTMENT), LABORERS' LOCAL 860 (BUILDING DEPARTMENT), THE FRATERNAL ORDER OF POLICE, BEACHWOOD LODGE NO. 86, BLUE AND GOLD BARGAINING UNITS, AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2388; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, each of the above Unions has filed a grievance with the City relating to a recent increase in the City's health insurance deductible amounts which was imposed as a result of inflationary adjustments announced by the Internal Revenue Service; and

WHEREAS, as a result of the adjustment made by the Internal Revenue Service, the minimum deductibles for the City's plan were required to be increased to \$2700.00 for an individual and \$5400.00 for a family; and

WHEREAS, in contrast to the recent inflationary adjustments, each Union's collective bargaining agreement sets the healthcare deductibles at \$2600.00 for an individual and \$5200.00 for a family; and

WHEREAS, to address the change in the deductible amounts, Council now desires to authorize the Mayor to enter into amendments and/or memorandum of understanding to the respective collective bargaining agreements to address the inflationary adjustment.

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

Section 1: The Mayor is hereby authorized to enter into and execute amendments and/or memorandums of understanding to the respective collective bargaining agreements between the City and Laborers' Local 860 (Service Department), Laborers' Local 860 (Building Department), the Fraternal Order of Police, Beachwood Lodge 86, Blue and Gold Bargaining Units, and the International Association of Fire Fighters, Local 2388, as set forth in, or in a manner substantially similar to, Exhibit "A", which is attached hereto and incorporated herein by reference.

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

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve the said amendment promptly as required by the Ohio SERB laws; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2018-171

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 5th day of November, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018, and filed it with the Clerk.

Mayor

**MEMORANDUM OF UNDERSTANDING TO RESOLVE FOP BEACHWOOD LODGE 86
GRIEVANCE (PATROL OFFICERS)**

HEALTHCARE DEDUCTIBLES

WHEREAS, as a result of a certain Internal Revenue Service Procedural Ruling, known as Revenue Procedure 2017-37, as of August 1, 2018, the City's health insurance minimum individual and family embedded deductible amount was raised from \$2600.00 to \$2700.00; and

WHEREAS, in addition, the family deductible was raised from \$5200.00 to \$5400.00; and

WHEREAS, in light of these increases, the Union filed a grievance alleging the City failed to maintain the healthcare deductible amounts of \$2600.00/\$5200.00 as agreed upon in the collective bargaining agreement entered into with the Union; and

WHEREAS, the parties now desire to resolve the grievance.

NOW, THEREFORE, the parties agree to resolve the grievance as follows:

1. The City agrees to pay any bargaining unit member with health insurance coverage, for any bargaining unit member or covered family member that exceeds the annual single or individual family embedded healthcare deductible of \$2600.00, an amount determined to be the actual amount expended over \$2600.00, but not to exceed \$100.00, to compensate for the increase in the healthcare deductible to \$2700.00.
2. The City agrees to pay any bargaining unit member with family health insurance coverage that exceeds the annual family healthcare deductible of \$5200.00, an amount determined to be the actual amount expended over \$5200.00, but not to exceed \$200.00, to compensate for the increase in the healthcare deductible to \$5400.00.
3. As of the effective date of this Memorandum, claims for reimbursement may be submitted to the City's Human Resources Department, and upon appropriate verification, the reimbursable amount will either be paid into the bargaining unit member's HSA or directly reimbursed to the bargaining unit member.

This Memorandum shall become effective and binding on the parties when it is ratified by the Union and City Council.

CITY OF BEACHWOOD:

FOP LODGE 86:

Martin S. Horwitz, Mayor

Matthew S. Pawlak, President

Chuck Aliff, FOP/OLCI Staff Representative

Exhibit A

**BEACHWOOD SERVICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Martin Horwitz

FR: Dale Pekarek, Service Director

DT: October 15, 2018

RE: Council Agenda Item

Mayor,

Attached for your review is the 2019 tree planting program. I would like to go out to bid this year so as to take advantage of the availability of the different species before the other cities go out to bid. The award of this bid would be the first meeting of January so as to utilize the 2019 budget.

With your permission I would like to place this item on the next available council meeting for advertisement.

Attach

Cc: Whitney Crook

DHP/ais

INTRODUCED BY:

ORDINANCE NO. 2018-172

AN ORDINANCE AMENDING THE FEE SCHEDULE FOR THE RECREATION AND HUMAN SERVICES PROGRAMS FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Council of the City of Beachwood has previously passed Ordinance Nos.: 2016-30, 2016-119, 2017-133 and 2017-153 establishing a Fee Schedule for City Recreation and Human Services Programs; and

WHEREAS, the Administration, as set forth in a memorandum dated October 4, 2018, a copy of which is attached hereto and made a part hereof, requests that certain fees be increased and the Fee Schedule amended to reflect the increased fees.

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

Section 1: The Fee Schedule for the Recreation and Human Services Programs is amended to read as follows:

OUTDOOR POOL

Season Passes for Resident

Per Person	\$50.00 \$55.00
Per Family - not to exceed	\$155.00 \$160.00 (4)
(Each additional member)	\$20.00 \$25.00
Senior (60 years age or older)	\$25.00 \$30.00

There will be no Season Pass Rates for Non-Residents * *

Governess (does not reside in Beachwood; must accompany Beachwood youth pass holder under 11 yrs. of age)	\$60.00 \$65.00
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Individual employed in Beachwood (Non-resident taxpayers are not eligible for family passes.) <i>This pass has the following restrictions – only allowed to use Monday – Friday, no weekends (Sat / Sun) or Holidays. Daily passes for guests may be purchased with the same restrictions.</i>	\$100.00 \$105.00
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Individual employed at Beachwood City School District (Beachwood School Employees are eligible for family passes.) <i>Also, the pass has the following restrictions – only allowed to use Monday – Friday, no weekends (Sat / Sun) or Holidays. Daily passes for guests may be purchased with the same restrictions.</i>	\$50.00 \$55.00
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* * All requests for a weekly pass for a non-resident guest living in a resident's house will be \$20/week per person. The purchaser must petition the Recreation Division using the proper form (obtainable from the Recreation Division). A decision will be made by a representative of the Recreation Division as to the validity of the request. All requests must be made prior to the week the pass is to be used.

Daily Rates

Children up to 3 years of age	NO CHARGE
Beachwood Residents (all times)	\$ 6
Senior Resident (60 years of age or older)	\$ 3.00 \$4.00
Non-Resident Guest (must be accompanied by a resident/individual employed in Beachwood)	\$10
Senior Non-Resident (60 years of age or older and must be accompanied by a resident/individual employed in Beachwood)	\$ 5.00 \$6.00
Individual Employed in Beachwood	\$ 10
<i>The pass has the following restrictions – only allowed to use Monday – Friday, no weekends (Sat / Sun) or Holidays.</i>	

<u>Lessons</u>	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
Learn-to-Swim (3 week session)	\$ 30.00	\$ 60.00
Learn-to-Swim, W.S.I. Life guarding	As determined by Red Cross	
Swim Team	\$ 80.00	\$ 90.00
 Private Lessons		
	<u>Singles</u>	<u>Group of Two</u>
Residents	\$ 12.00 / ½ hr. \$ 15.00 / ½ hr.	\$ 16.00 / ½ hr. \$ 20.00 / ½ hr.
Non-residents	\$ 16.00 / ½ hr. \$ 20.00 / ½ hr.	\$ 22.00 / ½ hr. \$ 25.00 / ½ hr.

<u>Organized Birthday Party:</u> (Resident only)	\$ 50.00 75.00 minimum for up to 10 children plus \$ 3.00 5.00 per child after 10 th child
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DAY CAMPS - KIDZ AND BISON ALL DAY CAMPS

<u>No. Of Weeks</u>	<u>Early bird (Resident)</u>	<u>Regular (Resident)</u>	<u>Regular (Non-Resident)</u>
7 weeks	\$575.00 \$655.00	\$645.00 \$720.00	\$774.00 \$930.00
6 Weeks	\$545.00 \$620.00	\$610.00 \$680.00	\$735.00 \$880.00
5 Weeks	\$500.00 \$570.00	\$560.00 \$630.00	\$675.00 \$810.00
4 Weeks	\$440.00 \$500.00	\$490.00 \$550.00	\$595.00 \$715.00
3 Weeks	\$365.00 \$420.00	\$410.00 \$460.00	\$495.00 \$595.00
2 Weeks	\$290.00 \$330.00	\$320.00 \$360.00	\$435.00 \$520.00
1 Week	\$200.00 \$230.00	\$220.00 \$250.00	\$345.00 \$415.00

Add-On Rate (weekly)	\$200.00 \$230.00 for Resident	\$250.00 \$300.00 for Non-resident
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SPORTS CAMP

<u># of Weeks</u>	<u>Early Bird RESIDENT</u>	<u>Regular RESIDENT</u>	<u>Regular NON-RESIDENT</u>
6 Weeks	\$ 565.00 \$625.00	\$615.00 \$690.00	\$825.00 \$990.00
4 Weeks	\$ 440.00 \$480.00	\$470.00 \$530.00	\$680.00 \$815.00
2 Weeks	\$ 300.00 \$330.00	\$320.00 \$360.00	\$460.00 \$550.00

THEATER CAMP

<u>SESSIONS</u>	<u>Early Bird RESIDENT</u>	<u>Regular RESIDENT</u>	<u>Regular NON-RESIDENT</u>
Session 1a (5 weeks)	\$645.00	\$635 \$710.00	\$725 \$870.00
Session 1b (4 weeks) <i>This is for kids attending private schools who are still in session during the 1st week</i>	\$510.00	\$500 \$560.00	\$590 \$710.00
Session 2 (2 weeks)	\$275.00	\$265 \$300.00	\$325 \$390.00
Both Sessions 7 weeks (Session 1a and Session 2)	\$860.00	\$850 \$945.00	\$975 \$1170.00
Both Sessions 6 weeks (Session 1b and Session 2)	\$725.00	\$715 \$800.00	\$840 \$1010.00

THEATER CAMP TEEN MASTERS PROGRAM

<u>SESSION</u>	<u>Regular RESIDENT</u>	<u>Regular NON-RESIDENT</u>
Session 1	\$345.00 \$390.00	\$400.00 \$480.00
Session 2	\$145.00 \$170.00	\$183.00 \$220.00

TEEN TRAVEL CAMP

<u>SESSION</u>	<u>Regular RESIDENT</u>	<u>Regular NON-RESIDENT</u>
Any 1 Session	\$490.00 \$550.00	\$545.00 \$655.00
Both Sessions	\$825.00 \$920.00	\$925.00 \$1110.00

BEFORE AND AFTER CAMP CHILD CARE ENRICHMENT

Summer After and Before Camp Child Care

	Registered by <u>Weekly Deadline *</u>	Registered After <u>Weekly Deadline *</u>
A.M.	\$ 10.00 \$11.00 / day	\$ 20.00 \$22.00 /day
P.M.	\$ 12.00 \$14.00 / day	\$ 24.00 \$28.00 /day

*Deadline will be determined by Recreation Office

SOFTBALL / BASEBALL

	<u>Resident</u>	<u>Non-Resident</u>
Slow Pitch Softball/Baseball	\$55.00	\$75.00
Co-Ed Softball	\$325.00/team	
Traveling Teams	Price Determined Annually	

TENNIS

Passes	Residents - no fee
Guest Pass	\$4.00 per non-resident guests (must be accompanied by resident)

Tennis Ball Machine Rental

~~Resident — Pass holder — \$ 10.00 per one hour~~

SOCCER

	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
Spring and Fall(Early Bird Registration)	\$ 33.00	\$ 48.00
Regular Fee	\$ 50.00	\$ 65.00

BASKETBALL

	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
Adult League	\$ 250.00 per team	
Youth Basketball League	\$ 55.00	\$75.00

All recreation programs and facilities shall be available to City of Beachwood Employees and their immediate families for the "resident" rate. For purposes of this ordinance "immediate family" shall mean all persons related by marriage or blood who reside with the employee.

OTHER PROGRAMMING FEES INCLUDING HUMAN SERVICES/SENIOR ADULT PROGRAMMING

Fees to be determined per activity or per special program by Community Services Director.

~~Section 2: — The Community Services Director, with the approval of the Mayor or his designee has the discretion to adjust the above rates under special circumstances.~~

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 which is immediately necessary for the public peace, health or safety, or the efficient operation of the City; and for the further reason that such fees may be established in a timely manner ready for publication in City's Recreation brochures.

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 5th day of November, 2018 presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk


Approval: I have approved this legislation this 6th day of November, 2018 and filed it with the Clerk.

Mayor

CITY OF *Beachwood*
INTEROFFICE MEMORANDUM

TO: Brian Linick, Council President
Members of City Council

FROM: Tina M. Turick, Assistant Administrative Officer

DATE: October 4, 2018 – Amended October 22, 2018 

SUBJECT: Agenda Request - Recreation Fees Proposed Changes

Every year the City takes a look at our Recreation Fee schedule to determine whether increases are necessary. The Mayor, Law Director, Finance Director, Recreation Director, Recreation Supervisor and I recently met to review our fees. The proposed changes are a result of those discussions.

Attached you will find a draft ordinance outlining the proposed changes and below is a summary of same:

- Pool Fees – modest increases
 - General Admission Fees, Birthday Party Rates, and Private Lessons
- Camp Fees
 - Fees for camps have increased
 - Similar to the security arrangements currently in place for the schools, the City intends to assign part-time officer(s) to buildings during camps
 - The City will also have a nurse assigned to camps
- Child Care Fees – small increase in fees associated with before and after camp childcare
- General Clean up
 - deletions of various programs not offered

We are happy to meet with City Council in committee to discuss/review these changes. We are, however, up against a deadline for the Winter Recreation Brochure. The City traditionally has our camp fees posted in this brochure and have always touted the fact that our residents exclusively have 4 months to register for camps. We begin receiving registration in December and January. The Mayor and Recreation Department do not recommend moving forward with the Recreation Guide without the new rates posted. In order to meet the printing/delivery deadlines, legislation must be voted on by City Council no later than **November 5, 2018**. We respectfully request this item be scheduled for a Committee meeting and/or be placed on a Council Agenda before our deadline.

T.M.T.

Cc: Martin S. Horwitz, Mayor - Diane Calta, Law Director - Larry Heiser, Finance Director
Karen Carmen, Community Services Director - Pete Conces, Recreation Supervisor
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2018-173

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH VILLAGE IN THE HEIGHTS FOR SENIOR/DISABLED RUBBISH PICK-UP; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director has recommended renewing the agreement with Village in the Heights to continue the Senior/Disabled rubbish pick-up program in an amount not to exceed Forty Thousand Dollars and No/Cents (\$40,000.00).

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

Section 1: Based upon the recommendation of the Community Services Director in her request to the Mayor dated October 18, 2018, a copy which is attached hereto and incorporated herein, the Mayor is hereby authorized to enter into a renewal agreement with Village in the Heights in an 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 continue to provide for the services herein referred to without interruption; 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 5th day of November, 2018 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018 and filed it with the Clerk.

Mayor

Whitney Crook

From: Tina Turick
Sent: Thursday, October 18, 2018 4:11 PM
To: Whitney Crook
Subject: FW: Ordinance Request Form for Nov. 5 Council Meeting
Attachments: Scanned Document.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Here is the back up

-----Original Message-----

From: Karen Carmen
Sent: Thursday, October 18, 2018 1:22 PM
To: Martin S. Horwitz
Cc: Tina Turick
Subject: Ordinance Request Form for Nov. 5 Council Meeting

Mayor,
Another one of our annual contracts is with Village in the Heights for handling the Senior Trash Assistance program.

I have spoken to Barbara and she is in support of renewing their contract to continue this service.

With your support, please forward to Law so it can be placed on the November 5 agenda.

TY
Karen

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE PARTS AND COVERS FOR FUNBRELLAS AT THE BEACHWOOD FAMILY AQUATIC CENTER FROM ANCHOR INDUSTRIES, INC.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director has recommended the purchase of five (5) Funbrella Covers, twelve (12) Funbrella Bows, and six (6) Funbrella Bases from Anchor Industries, Inc. in a total amount not to exceed Seventeen Thousand Five Hundred Sixty Seven Dollars and No/Cents (\$17,567.00); and

WHEREAS, the Community Services Director advises that Anchor Industries, Inc. is the original supplier of the Funbrellas; and

WHEREAS, Anchor Industries, Inc. offers the least expensive cover replacement.

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

Section 1: Based upon the recommendation of the Community Services Director, as set forth in her Memorandum to the Mayor dated October 10, 2018, a copy of which is attached hereto and incorporated herein, the Mayor is hereby directed to accept the quotation of Anchor Industries, Inc. and further authorizes the purchase of five (5) Funbrella Covers, twelve (12) Funbrella Bows, and six (6) Funbrella Bases from Anchor Industries, Inc. in a total amount not to exceed Seventeen Thousand Five Hundred Sixty Seven Dollars and No/Cents (\$17,567.00).

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 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 it is necessary to approve this purchase at the earliest time in order to facilitate the timely repairs to and maintenance of the Beachwood Family Aquatic Center.

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 5th day of November, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

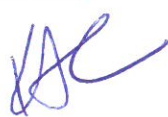
Approval: I have approved this legislation this 6th day of November, 2018, and filed it with the Clerk.

Mayor

COMMUNITY SERVICES

INTERNAL MEMO

October 10, 2018

TO: Mayor Martin S. Horwitz
FROM: Karen A. Carmen 
RE: BFAC Funbrella Replacement

We have 6 – 20' canvas Funbrellas on deck. They were installed in 2003.

There are two areas we need to address:

1) Funbrella Canvas Covers

We have been able to sew the covers around the edges over the last two years. The trim has frayed and we have had slight edge tears. Unfortunately, the tears in the fabric now are in areas that cannot be sewn but need patches.

We have recently replaced one cover and are recommending replacing the other five covers next year.

Anchor Industries is the original supplier and are the least expensive replacement covers. The expense for 5 covers is \$9,045. The quote is attached for your review.

2) Funbrella Bows and Braces

The white underside structures that support the canvas covers are starting to show signs of metal stress fractures. Service has recommended that we replace these bows (arms and braces.)

We have pieced repairs sporadically over the years but have not replaced the entire unit. Fortunately, the mounting pole and winch assembly pulley mechanisms are fine.

Cost for 12 – 20' bow (sets of 7 each) is \$439 @.

Cost for the 6 braces (sets of 14 each) is \$447 @. The total would be \$8,522 which includes 6 new nuts and bolts sets and freight too.

We have ample funding this year to acquire these replacement pieces and install at the start of the 2019 BFAC Season.

Please LMK if you would like to discuss or see the units in person.

APPROVED

SIGNATURE 

DATE 10/11/18



PO Box 7105
Indianapolis, IN 46207
Tel 812-867-2421
Fax 812-867-1429 (Pool Covers/Awnings)
Fax 812-867-0547 (Tents)

Page number 1 of 1
Quote Date 9/7/2018
Quotation # SQ-00099952-1

Quote Name

**PO # FUNBRELLA REPLACEMENT
TOPS**

Sales person MARY KOESTER
Terms: PO REQUIRED N30
Quote deadline 10/7/2018
Sales group

Contact:
PETE CONCES
Phone # 216-292-1970
pete.conces@beachwoodohio.com

Quotation

Bill to: 76110
CITY OF BEACHWOOD
ATTN: ACCOUNTS PAYABLE
PO BOX 22659
BEACHWOOD, OH 44122
USA
Phone # 216-292-1970
Fax # 216-292-1976

Schedule:
Ship method
Route:
Special handling:
Ship early: No

Ship to: 76110
CITY OF BEACHWOOD
TBD
TBD
USA

Phone # 216-292-1970
Fax # 216-292-1976

Order line	Item number	Description	Quantity	Unit price	Discount	Net price	Extended price
1.0000	8631187	FUNBRELLA CLASSIC TOP 20' PAC BLUE/DANDELION OUTDURA	5.00	1,754.00	0.00	1,754.00	8,770.00

Subtotal	8,770.00
Freight	275.00
Sales tax	0.00
Total	9,045.00

Quote good for 30 days.
FOB Evansville, IN



PO Box 7105
Indianapolis, IN 46207
Tel 812-867-2421
Fax 812-867-1429 (Pool Covers/Awnings)
Fax 812-867-0547 (Tents)

Page number 1 of 1
Quote Date 10/2/2018
Quotation # SQ-00101984-3
Quote Name
PO #
Sales person MARY KOESTER
Terms: PO REQUIRED N30
Quote deadline 11/1/2018
Sales group

REPLACEMENT PARTS

Contact:
PETE CONCES
Phone # 216-292-1970
pete.conces@beachwoodohio.com

Quotation

Bill to: 76110
CITY OF BEACHWOOD
ATTN: ACCOUNTS PAYABLE
PO BOX 22659
BEACHWOOD, OH 44122
USA
Phone # 216-292-1970
Fax # 216-292-1976

Schedule:
Ship method
Route:
Special handling:
Ship early: No

Ship to: 76110
CITY OF BEACHWOOD
TBD
TBD
USA
Phone # 216-292-1970
Fax # 216-292-1976

Order line	Item number	Description	Quantity	Unit price	Discount	Net price	Extended price
1.0000	67080	FUNBRELLA 20 FT CLASSIC NUT & BOLT SET	6.00	37.00	0.00	37.00	222.00
2.0000	8631330	FUNBRELLA CLASSIC/SHARK 20' BOW (SET 7) CONTAINER 2,3 OF 5	12.00	439.00	0.00	439.00	5,268.00
3.0000	8631340	FUNBRELLA CLASSIC/SHARK 20' BRACE(SET 14) CONTAINER 5 OF 5	6.00	447.00	0.00	447.00	2,682.00

FT RATE PER CG, 2 DAY, UPS FREIGHT, NOT GUARANTEED. #18-517089.

Subtotal	8,172.00
Freight	350.00
Sales tax	0.00
Total	8,522.00

Quote good for 30 days.
FOB Evansville, IN



Quotation

Waterloo Tent & Tarp Company, Inc.

3105 Airport Blvd.
Waterloo, Iowa 50703

Phone: 800-537-1193
Fax: 319-234-4670

City of Beachwood
Pete Conces
25325 Fairmount Blvd
Beachwood OH 44122

Quotation #: 16118
Date: 9/6/2018
Customer ID: Bea44122
Terms Net 30 Days-t/e

Phone 216-292-1970

Fax 216-292-1976

email address pete.conces@beachwoodohio.com

Quantity	Item	List Price	**Disc%	Discount	Net Total
5	20-0 Funbrella replacement top	\$1900.00	5	\$475.00	\$9025.00
	Sunflower Yellow & Pacific Blue				
	Sunbrella Material				

* - FOB Waterloo, Iowa unless otherwise directed.

Shipping is estimated.

List Total	\$9,500.00
Tax	\$0.00
Freight	\$461.00
Discount	\$475.00
Net Total	\$9,486.00

Quotation valid until: .

Quotation Prepared By: **Billie Hiatt**

INTRODUCED BY:

ORDINANCE NO. 2018-175

AN ORDINANCE ACCEPTING THE PROPOSAL OF THE APOSTOLOS GROUP, INC. DBA THOMARIOS TO PAINT THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director has recommended painting the pool at the Beachwood Family Aquatic Center; and

WHEREAS, THE APOSTOLOS GROUP, INC. DBA THOMARIOS has presented a proposal to provide painting of the pool located at the Beachwood Family Aquatic Center in an amount not to exceed Twenty Four Thousand Nine Hundred Dollars and No/Cents (\$24,900.00).

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

Section 1: Based upon the recommendation of the Community Services Director as set forth in her Memorandum to the Mayor dated October 4, 2018, a copy of which is attached hereto and incorporated herein, the Mayor is hereby directed to accept the proposal of THE APOSTOLOS GROUP, INC. DBA THOMARIOS to provide painting of the pool located at the Beachwood Family Aquatic Center in an amount not to exceed Twenty Four Thousand Nine Hundred Dollars and No/Cents (\$24,900.00).

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 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 it is necessary to approve this contract at the earliest time in order to facilitate the timely maintenance of the Beachwood Family Aquatic Center.

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 5th day of November, 2018, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6th day of November, 2018.

Clerk

Approval: I have approved this legislation this 6th day of November, 2018, and filed it with the Clerk.

Mayor

COMMUNITY SERVICES
INTERNAL MEMO

October 9, 2018

TO: Mayor Martin S. Horwitz

FROM: Karen A. Carmen



RE: Painting the BFAC

Every two years, we budget to paint the entire pool. There is a special proprietary paint called TNEMEC, that we have used since the BFAC's construction in 2003.

The TNEMEC manufacturer gives regional exclusivity and recommends using THOMARIOS painters. Attached is their quote for power washing, acid etching, rinsing all painted surfaces two times, grinding and filing in pock marks and breaks, caulking, painting racing lanes and applying one coat of Fountain Blue TNEMEC paint for a total expense of \$24,900.

We anticipated this expense and have sufficient funds to cover this cost this year.

With your support, please place on the October 22, Council agenda.

Thank you.



Interoffice Memo

Date: 10/4/18
To: Karen Carmen, Community Services Director
From: Pete Conces, Recreation Supervisor
RE: Pool Painting

Attached is our quote for painting the Aquatic Center pool shell. As you know, we have to maintain the pool shell by painting it every 2 years, due to regular wear and fading/chipping of current paint. The paint we use on the pool is a special Cement based paint designed for pools called Tnemec.

The paint is proprietary and can only be purchased through the manufacturer. Painting our pool shell is also a challenge and requires a vendor and project manager familiar with these requirements. Our project manager in the past has been Ted Batchelor. Ted has provided us with an attached estimate in the amount of \$24,900. The last time our facility was painted in 2017, we paid \$19,284. It should be noted that the paint manufacturer has increased the cost of this paint significantly, due to cost increases on their end, which is reflected in the increase.

I would like to have this painting proposal submitted to Council for approval so that we can make arrangements to have the pool painted prior to next year's pool season.

THOMARIOS

9/14/18

Pete Conces
Beachwood Recreation
24325 Fairmount Blvd.
Beachwood, Ohio 44122

Via: EMAIL

Re: Painting -Spring of 2019
Project: Beachwood Ohio

We are pleased to submit our proposal for the above-referenced project as further described below. This proposal is based solely upon the particular drawings, site visits, RFIs, specifications and other contract documents listed and the further designations, clarifications and qualifications stated by Thomarios.

Scope of Work: Thomarios submits this quotation with its own sequence, methods and means to furnish all labor, materials, tools, equipment, supervision, Workers' Compensation and insurance required to complete this project in a professional and timely manner for all items described below:

The following scope of work is based on drawings and specifications by Ted A. Batchelor and my visit.

- 1.) Cover and protect items not receiving finish paint.
- 2.) Powerwash/ acid etch/ rinse twice all areas of main pool and Baby pool.
- 3.) Fill and grind any pock marks or small concrete breaks. **(If large repairs need to be done we will proceed on a time and materials basis per your direction.) Scrape loose paint and spot prime repairs.
- 4.) Caulk where missing to continue existing caulk lines.
- 5.) Apply 1 coat of Tnemec Epoxy coating (Fountain Blue) to all concrete surfaces of Tot pool, main pool, dive well, lazy River etc....
- 6.) Paint all Race Lanes and targets Black. Line at ramp in race area black.
- 7.) Add non-slip materials to 0 depth at main ramp into pool and all of Tot pool.
- 8.) Some work during regular working hours Monday-Friday. Some work may occur on weekends.

FOR THE SUM OF: \$24,900.00

payable on completion or monthly draws, unless otherwise specified herein.

TERMS:

Acceptance to be made within 30 days from date of estimate or subject to change without notice thereafter. If accepted, terms are net 30 Days. All agreements contingent upon strikes, accidents or delays beyond our control. All permits and utilities by others. Touch-up per PDCA-P1-04.

THOMARIOS:

By: Ted A Batchelor

Title: Project Manager/ Estimator

