

Beachwood City Council Meeting Agenda
Monday, November 21, 2022, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Economic Development Committee
Ordinance No. 2022-143 An Ordinance authorizing the Mayor to enter into a Development Agreement with 3663 Park East My Place, LLC; and declaring this to be an urgent measure
5. Planning & Zoning Committee
Ordinance No. 2022-41 An Ordinance amending the City of Beachwood, Ohio Planning and Zoning Code by amending Chapter 1111 Titled "Districts and Zoning Map Generally" and adding new Chapter 1122 Titled "U-4C Integrated Mixed Use, Multi-Family Residential, Office, Retail, Recreation Business District
Placed on First Reading and Referred to Planning and Zoning Commission: March 21, 2022
Placed on Second Reading and Referred to Public Hearing: July 11, 2022
Public Hearing held on September 19, 2022
6. Planning & Zoning Committee
Ordinance No. 2022-42 An Ordinance rezoning 3663 Park East Drive, Beachwood, Ohio 44122 PPN# 742-29-017 from U-9 to newly proposed Classification U-4C
Placed on First Reading and Referred to Planning and Zoning Commission: March 21, 2022
Placed on Second Reading and Referred to Public Hearing: July 11, 2022
Public Hearing held on September 19, 2022
7. Finance & Insurance Committee
Ordinance No. 2022-144 An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure

8. Finance & Insurance Committee
Ordinance No. 2022-135 An Ordinance making appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2023, January 1, 2023 to December 31, 2023, inclusive and authorizing the Transfer of Funds from the General Fund (101) to the Debt Services Fund (331) and Capital Projects Fund (441); and declaring this to be an urgent measure
Placed on First Reading on November 7, 2022

9. Legal & Personnel Committee
Ordinance No. 2022-145 An Ordinance authorizing the Mayor to enter into a Contract with Maidstone Creations, Inc. DBA The Beachwood Buzz and Debra Rapoport to perform Special Writing and Printing Services, in connection with the publication of the Beachwood Insider, from January 1, 2023 through December 31, 2025; and declaring this to be an urgent measure

10. Legal & Personnel Committee
Ordinance No. 2022-146 An Ordinance authorizing the Mayor to enter into a Contract with Glaus, Pyle, Schomer, Burns and DeHaven, Inc. DBA GPD Group as the City Engineer for the City of Beachwood, Ohio for years 2023, 2024 and 2025; and declaring this to be an urgent measure

11. Legal & Personnel Committee
Ordinance No. 2022-147 An Ordinance authorizing the Mayor to enter into an Agreement with June Scharf to provide Professional Public Relations Services for the City of Beachwood, Ohio for years 2023, 2024, and 2025; and declaring this to be an urgent measure

12. Public Works Committee
Ordinance No. 2022-148 An Ordinance authorizing the Mayor to accept a Quotation from Thompson Electric, Inc., for the Installation of an Electric Vehicle Charging Station located at the Beachwood Family Aquatic Center; and declaring this to be an urgent measure

13. Public Works Committee
Ordinance No. 2022-149 An Ordinance authorizing the Mayor to enter into a Member Community Infrastructure Grant Program Agreement (MCIP) with the Northeast Ohio Regional Sewer District ("NEORS") for the Timberlane/Green Sanitary Sewer Relief Sewer Project Phase 1; and declaring this to be an urgent measure

14. Public Works Committee
Motion A Motion authorizing the Clerk of Council to advertise for Bids for Ready-Mix Concrete for 2023 per BCO 121.09 and ORC 7.16

15. Public Works Committee
Ordinance No. 2022-150 An Ordinance authorizing the Mayor to renew a Contract with Nulfco, Inc., for Vehicle Sandblasting and Painting; and declaring this to be an urgent measure

16. Public Works Committee
Ordinance No. 2022-151 An Ordinance authorizing the Mayor to renew a Contract with Excalibur Auto Body, Inc. for Light/Medium Vehicle Bodywork and Refinishing; and declaring this to be an urgent measure

17. Safety & Public Health Committee
 Ordinance No. 2022-152 An Ordinance authorizing the Mayor to enter into an Agreement with Cuyahoga County for Reimbursement of Local Non-Federal Funds for the FY 2021 Assistance To Firefighters Grant (AFG), and authorizing the Purchase of an Arctic Custom Breathing Air Compressor, Fill Station And Cascade from 911 Fleet & Fire Equipment for the City Of Beachwood Fire & Rescue Department, further Waiving Competitive Bidding; and declaring this to be an urgent measure

18. Legal & Personnel Committee
 Ordinance No. 2022-138 An Ordinance engaging Minc LLC to provide Legal Services; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

**CITY OF BEACHWOOD, ECONOMIC DEVELOPMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns & Special Committee of Council

DATE: November 14, 2022

SUBJECT: My Place Development Agreement, 2022

In response to the Special Committee of Councils Order of Actions I have prepared the attached development agreement that sets forth the terms and conditions for development of the property at 3663 Park East Drive and the terms and conditions for the developers requested financial incentives.

History: The developer, My Place, has proposed concept plans for urban revitalization at the 10-acre vacant site of 3663 Park East Drive. Most recently, the developer is proposing demolition of the existing buildings encompassing 238,798 sq. ft. and new construction of a transformational mixed-use project estimated at over \$200 million. The developer is proposing a plan that shows significant investment as compared to other recent Northeast Ohio mixed-use projects. The developer has a gap in financing and has requested assistance from the City to support that gap financing.

Project Details: The project will be comprised of approximately 913,270 sq. ft. in total as provided in Exhibit A. This project is projected to create 406 jobs, generate an anticipated income tax payroll of \$20 million and continue to increase future property tax by a projected additional \$121 million incrementally. The current site tax value is \$12 million. In an effort to support the advancement of this project and fulfill directives of the City's Economic Development Strategy and directives of the City Master Plan it is my recommendation that Council enter into a development agreement as they proceed with the requested public-private partnership to support the gap financing associated with the redevelopment of this site.

Purchasing/Financing: In this development agreement there will be no expenditure of current funds, the project will be supported by Tax Increment Financing payments in lieu of taxes (PILOT's) and through non-tax revenues committed to the project after the developer's commitment and obligations have been met. The development agreement will commit the developer to the project as described above as detailed within the development agreement and Exhibit A.

Tax Increment Financing (TIF .41)

The City will declare public financing through a non-school TIF (Tax Increment Financing) at 100% of the increase in assessed value for a term of 30-Years, of which 75% of the service

payments in lieu of taxes will help support development of the project. The schools will receive full funding in connection with the project. The remaining funds and any service payments not needed to pay debt service on the TIF obligations will be retained by the City for uses pursuant to the TIF statutes. The City costs related to the project shall be paid or reimbursed from the TIF obligations. Further council action will include a Title Transfer and Indemnification Agreement, as described in Exhibit B and further legislation creating the TIF, TIF revenue fund and bond issuance.

TIF's are public financing tools used by local governments for the purposes of economic development to finance public infrastructure improvements as well as private improvements in municipal redevelopment TIF's. They have been used for more than 40 years and have been used in multiple mixed-use development projects regionally. There are more than 1,200 TIF's statewide.

Loans / Grants

The development agreement provides for additional project support as requested by the developer including a grant of 50% of income tax collected from construction jobs capped at \$500,000 and paid after construction and collection. The agreement also provides a loan for tenant improvements in the Class A office space in the amount of \$200,000 upon securing a tenant lease and \$1 million in new City income tax revenue. Finally, the agreement will provide a forgivable loan in the amount of \$200,000 in which the loan will be forgiven over time to the developer upon an executed agreement for an upscale premier hotel that meets the design, amenity, and quality standards acceptable to the City. Further council action will include loan and grant agreements for each of these incentives.

Project Summary: The total incentive in this project is estimated to be 5% of total project costs. While this does not cover the total financial gap requested by the developer, the City has provided the developer other gap financing sources that can be sought to further assist. The developer is currently seeking those other financing sources. No obligation of the City out of this Agreement shall constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit, of the City or give rise to any financial liability of the City, but shall be payable or required to be satisfied by the City solely from Service Payments or non-tax revenues as authorized by City Council.

Recommendations: I am recommending that City Council enter into this development agreement through its normal legislative process to provide the necessary public-private partnership and assurances outlined in this development agreement between both parties and enabling the developer to proceed with securing the remaining necessary project financing.

Similar Projects: Examples of other recent and similar Northeast Ohio Public-Private Partnerships.

- Van Aken District Shaker Heights, Phase I - This was a 30 year, 100% TIF with an arrangement with the local schools for a portion of the PILOT's and 82% PILOT's to the project. There was other grant funding provided to offset the financing gap and infrastructure costs.
- Van Aken District, Shaker Heights, Phase II - 30 year TIF, 88% PILOT's to the project, with a compensation agreement in place with the local schools. The City also approved a \$4 mill forgivable loan based on new taxes generated.
- Top of the Hill, Cleveland Heights - 30 year, 100% TIF to the Project with an agreement with the local schools for a portion of the PILOT's.
- The Bowery Project, Akron - The commercial portion of the project received a 25 year, 100% TIF with an arrangement with the local schools for a portion of the PILOT's. There was a 15 Year Tax Abatement followed by 10 years of TIF PILOT's to the project for the residential portion of the project.
- Pinecrest - 30 year, 100% TIF to the project with an agreement with the schools for a portion of the PILOT's. Recently in 2021 they extended that TIF agreement for an additional 30 years to capture additional tax increment financing.

INTRODUCED BY:

ORDINANCE NO. 2022-143

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 3663 PARK EAST MY PLACE, LLC; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, 3663 Park East My Place, LLC (the “Developer”) is proposing to create over 400 jobs through an approximately \$205 million transformational mixed-use commercial and residential development on real property currently owned by the Developer and located within the City at 3663 Park East Drive (the "Project Site"); and

WHEREAS, the City is engaging in urban revitalization for the purposes of a transformational mixed-use development project to stimulate new investment and act as a catalyst for further redevelopment in commercial areas south of Chagrin Boulevard. The proposed redevelopment project meets the vision and goals of the City’s Master Plan, as adopted by this City Council on June 20, 2016, and encourages mixed-use redevelopment of outdated commercial areas, reuse and future growth; and

WHEREAS, the City, pursuant to its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, desires to enter into the Development Agreement and engage in urban redevelopment at the Project Site in support of the Developer’s investment into the Project Site and the creation of a mixed-use project with new employment opportunities within the City.

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 sign and deliver, in the name and on behalf of the City, the Development Agreement with 3663 Park East My Place, LLC (the “Development Agreement”). The Development Agreement shall be in a form substantially similar to the Development Agreement currently on file with the Clerk of Council, with any changes or amendments that are not inconsistent with the provisions of this Ordinance, are not materially adverse to the interests of the City and are approved by the Mayor and the Director of Finance. Such approval by the Mayor and the Director of Finance shall be evidenced conclusively by the signing of the Development Agreement by the Mayor and the Director of Finance.

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 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 the authorization of the development agreement will provide for the future redevelopment of this site as soon as possible and, thereby, enhance the City's tax revenues; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 21st day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022, and filed it with the Clerk.

Mayor

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the “Agreement”) is hereby entered into this ___ day of November, 2022 (the “Effective Date”), by and between 3663 Park East My Place LLC, an Ohio limited liability company (the “Developer”) whose address is 3500 Lorain Avenue, Suite 100, Cleveland, Ohio 44113, and the CITY OF BEACHWOOD, an Ohio municipal corporation (the “City”), whose address is City of Beachwood, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 (collectively “Parties”).

WITNESSED:

WHEREAS, the Developer is proposing to create over 400 jobs through an approximately \$205 million transformational mixed-use commercial and residential development on real property currently owned by [the Developer] and located within the City at 3663 Park East Drive (the “Project Site” as shown and depicted in Exhibit A); and

WHEREAS, the City is engaging in urban revitalization for the purposes of a transformational mixed-use development project to stimulate new investment and act as a catalyst for further redevelopment in commercial areas south of Chagrin Boulevard. The proposed redevelopment project meets the vision and goals of the City’s Master Plan, as adopted by City Council on June 20, 2016, and encourages mixed-use redevelopment of outdated commercial areas, reuse and future growth as well as providing more housing options within the City.

WHEREAS, the City, pursuant to its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, determined to enter into this Agreement to engage in urban redevelopment at the Project Site in support of the Developer’s investment into the Project Site and the creation of a mixed-use project with new employment opportunities within the City; and

WHEREAS, the Parties desire to memorialize their understanding and agreements with respect to such cooperation; and

WHEREAS, the City’s agreement to provide financial assistance as set forth herein is contingent upon authorization pursuant to subsequent adoption of appropriate legislation by Beachwood City Council (“City Council”); and

WHEREAS, the City Council has approved and authorized the Mayor of the City (the “Mayor”) to enter into this Agreement in accordance with Ordinance No. [____], passed on November __, 2022.

NOW THEREFORE, in exchange for the mutual commitments and obligations contained herein, the Parties agree as set forth below:

Section 1. Representations and Warranties.

A. **Developer Representations and Warranties.** Developer represents and warrants to the City as follows as of the Effective Date:

- a. Developer is a [limited liability company] duly organized and validly existing and in good standing under the laws of Ohio. Developer has the necessary power and authority to enter into this Agreement, and this Agreement constitutes the valid and binding obligation of Developer in accordance with its terms. This Agreement and the transactions contemplated hereby have been approved by the members of Developer.
- b. There is no litigation pending for which it has received notice or, to its knowledge, threatened in writing against or by Developer, wherein an unfavorable ruling or decision is reasonably likely to adversely affect Developer's ability to carry out its obligations under this Agreement.

B. **City Representations and Warranties.** The City hereby represents and warrants to the Developer as follows as of the Effective Date:

- a. The City has the necessary power and authority to enter into this Agreement, and this Agreement constitutes the valid and binding obligation of the City in accordance with its terms.
- b. There is no litigation pending for which the City has been served notice or, to the knowledge of the officers of the City signing this Agreement, threatened in writing against or by the City, wherein an unfavorable ruling or decision is reasonably likely to adversely affect the City's ability to carry out its obligations under this Agreement.

Section 2. Developer's Commitments to the City

A. **Project Description.** The project is more fully described in Exhibit A and is comprised of (i) the demolition of the former hotel structure at the Project Site (the "Demolition Project"), (ii) new construction of luxury multi-family residential apartments consisting of approximately 379,040 square feet and 414 units (the "Residential Project"), (iii) new construction of class A office space consisting of approximately 46,650 square feet (the "Office Project"), (iv) new construction of four buildings to provide retail space consisting of a total of approximately 69,730 square feet (the "Retail Project"), (v) new construction of structured parking consisting of approximately 1,396 parking spaces and 344,650 square feet (the "Parking Project"), and (vi) new construction of upscale premier hotel consisting of approximately 73,200 square feet and estimated 120 keys (the "Hotel Project" and together with the Demolition Project, Residential Project, Office Project, Retail Project, **Hotel Project** and Parking Project, the "Project"). The Project is subject to changes in square footage between usages and unit counts as authorized by the

Planning and Zoning Commission of the City. Such authorization shall not be unreasonably withheld or delayed.

- B. **Public Improvements.** The Developer shall undertake, or cause to be undertaken, any public infrastructure improvements necessary to accommodate the development of the Project Site, as reasonably determined by the City. Any public infrastructure improvements required to be made as a result of development of the Project Site shall be made at Developer's expense and are reimbursable from the TIF Obligations described below.
- C. **Transfer and Indemnification Agreement.** Developer and an affiliated guarantor (approved by the City), shall enter into an Transfer and Indemnification Agreement, in substantially similar form to the form attached hereto as Exhibit B, in which the Developer, and an affiliated owner/guarantor, shall indemnify, defend and hold harmless the City and its officials and employees (each an "Indemnified Party") from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys' fees).
- D. **Deposit.** Within fifteen business days of signing this Agreement, Developer shall pay a maximum of \$15,000.00 to the City to reimburse the City for costs and expenses incurred by the City in connection with the preparation of this Agreement and any ordinances relating hereto. Any additional City costs relating to the Project shall be paid or reimbursed from the TIF or TIF Obligations pursuant to the TIF Statutes as described herein.

Section 3. Tax Increment Financing

- A. **Creation of TIF Incentives.** The City and Developer acknowledge and agree that the Parties are contemplating tax increment financing ("TIF") for the Project by and through the Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 (the "TIF Statutes"). The Developer acknowledges the City intends to implement a non-school TIF to ensure full funding to the local school district in connection with the Project. The City agrees to use its best efforts to pursue the adoption by City Council of the TIF Ordinance as described in this Section 3 in order to implement the TIF for all or a portion of the Project Site. The City will make its best efforts to cause the City Council to consider the TIF Ordinance no later than July 1, 2023.
- B. **TIF Ordinance.** The City will pursue, as required by the TIF Statutes, (a) the adoption of an ordinance by City Council authorizing the City to take title to the Project Site pursuant to the City's urban redevelopment activities and then to re-convey the Project Site to or at the direction of Developer (the "Conveyance Ordinance"), and (b) the adoption of an ordinance by City Council that implements a tax increment financing incentive pursuant to Ohio Revised Code Section 5709.41 with respect to the Project Site (the "TIF Ordinance"). Neither the City nor Developer will permit third parties to access the Project Site during the City's period of ownership. After adoption of the Conveyance Ordinance, and prior to the

adoption of the TIF Ordinance, Developer will convey, or cause the conveyance of, title to the Project Site to the City and the City will re-convey title to the Project Site (at least one business day following its acceptance of title to the Project Site) to or at the direction of Developer by quitclaim deed for the further development of the Project Site in accordance with this Agreement and the Transfer and Indemnification Agreement. Such deed may include the restrictive covenants and other covenants running with the land set forth in this agreement. The City will cause the TIF Ordinance to declare that one hundred percent (100%) of the increase in the assessed value of the Project Site after the acquisition of the Project Site by the City to be a public purpose and exempt from taxation for a period of up to thirty (30) years in accordance with the TIF Statutes. The exemption provided for under the TIF Ordinance shall not take effect as to the improvements, as defined in Section 5709.41 of the Ohio Revised Code (the "Improvements"), on each parcel included within the TIF Ordinance until the first tax year an Improvement to such parcel attributable to a new structure appears on the tax list and duplicate for such parcel.

C. Covenants to Make Payments in Lieu of Taxes with Respect to the Property.

For the period that all or part of the Improvements are exempt from real property taxation (the "Exemption Period") pursuant to the TIF Statutes, and pursuant to the TIF Ordinance, the owner of any portion of the Project Site subject to the TIF Ordinance (the "TIF Property") shall make semiannual service payments in lieu of taxes with respect to the Improvements (the "Service Payments") pursuant to and in accordance with the requirements of the TIF Statutes, and pursuant to the TIF Ordinance. Such Service Payments shall be made semiannually to the Cuyahoga County Treasurer (or to his or her designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for the Improvements. Any late Service Payments shall bear interest and shall be subject to penalties at the same rate and in the same amount and payable at the same time as delinquent taxes. Each semiannual Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the Improvements on the TIF Property had an exemption from taxation not been granted. The obligations of the owner to make the Service Payments shall be unconditional, and shall not be terminated for any cause, and there shall be no right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, or any failure by the City to perform or observe any obligation, or covenant, whether express or implied, arising out of or connection with this Agreement.

It is intended and agreed, that the covenants provided in this Section 3 shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City, against an owner, whether or not this Agreement remains

in effect or whether or not such provision is included by an owner in any succeeding deed by such owner conveying any real property comprising all or a portion of or interest in the TIF Property. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of exemption permitted in accordance with the requirements of the TIF Statutes and the City's TIF Ordinance.

Such covenants running with the land and the exemption on the TIF Property described herein and in the TIF Ordinance shall have priority over any other lien or encumbrance or property tax exemption on the TIF Property, except those approved by the City.

- D. Declaration of Covenants.** The TIF Property shall be made subject to the covenants running with the land provided in Section 3 hereof, by the execution and recording by Developer (or its successor) of one or more declarations of covenants (each, a "Declaration"), with respect to the TIF Property, and which Declaration shall be executed by the Developer and recorded in the official records of Cuyahoga County as soon as possible following the execution of this Agreement or after the passage of the TIF Ordinance if not already passed, and prior to any subsequent conveyance of any portion of the TIF Property, or any portion of or interest in the TIF Property and prior to commencement of any construction on the TIF Property. The Declarations and said covenants shall be specifically enforceable by the City against the Developer and any other owner of the TIF Property by mandatory injunction and/or any other remedy at law or in equity.
- E. Priority of Exemption.** The City and the Developer acknowledge and agree that the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance shall be superior to any other exemption with respect to the TIF Property or portion of the TIF Property granted under any other provision of the Ohio Revised Code. Accordingly, the Developer agrees to prepare and file, in cooperation with the City, all necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance as soon as possible following execution of this Agreement. The Developer further agrees (i) to refrain from filing any application for exemption that would conflict with the exemption authorized by the TIF Statutes and the TIF Ordinance and (ii) to refrain from any uses of the Project or Project Site that would conflict with the exemption authorized by the TIF Statutes and the TIF Ordinance. In addition, the Developer shall cause the owner of the TIF Property to file a notice pursuant to Ohio Revised Code Section 5709.911(D) requiring future owners of the TIF Property make Service Payments. The City shall have no liability or responsibility for State Department of Taxation approval of TIF exemptions granted pursuant to the TIF Ordinance.
- F. Statutory Compliance.** The City and Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes necessary to establish the TIF Ordinance contemplated under this Agreement.

G. TIF Obligations. The City agrees to assist the Developer by issuing bonds or notes payable from no more than seventy-five percent (75%) of the Service Payments or pledging seventy-five percent (75%) of the Service Payments to support bonds, notes or loans issued or made by another governmental or private entity to pay for the development of the Project to the extent permitted by law (“TIF Obligations”). The City shall be under no obligation to issue bonds or notes until (i) the construction loan(s) and capital stack for **all aspects of the Project have been** secured (ii) approval by City Council and (iii) approval by the City’s bond counsel. The City and the Developer agree any Service Payments not needed to pay debt service on the TIF Obligations will be retained by the City for uses permitted pursuant to the TIF Statutes. The TIF Obligations shall never constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit, of the City or give rise to any pecuniary liability of the City, but shall be payable or required to be satisfied by the City solely from Service Payments as authorized by City Council.

Section 4. Construction Job Creation Incentive Grant. The City and Developer shall enter into an agreement in which the City shall agree to pay to Developer an amount equal to fifty percent (50%), not to exceed \$500,000.00, of all municipal income tax withheld during construction and received by the City (less any applicable refunds) from construction employees and contractors for work performed on the Project at the Project Site.

Section 5. Hotel Project Occupancy Forgivable Loan. The City and Developer shall enter into an agreement in which the City shall agree to make an occupancy loan to the Developer in the amount of \$200,000.00 upon (a) the Developer’s completion of the Hotel Project and (b) an executed agreement for an upscale premier hotel that meets the design, amenity, and quality standards acceptable to the City, to operate the Hotel Project. The loan agreement shall provide that for each year of occupancy by the approved hotel project operator and the Developer, while the Developer also meets any other requirements agreed to between the City and the Developer, the City shall forgive \$40,000.00 per year to the Developer until fully forgiven. Any loan that is not forgiven will require repayment at a term of 60 months at a rate of interest of 2.5%.

Section 6. Office Project Occupancy Loan. The City and Developer shall enter into an agreement in which the City shall agree to make a loan to Developer in the amount of \$200,000.00 upon **the completion of the following items:** (a) the Developer’s completion of the Office Project, (b) an executed tenant lease, for a minimum of 3 **years with** a minimum of \$1 million in **new annual payroll** to the City. The loan shall be used for tenant improvements at the Office Project and shall be repaid to the City. The agreement will define the terms of the loan repayment, including a term of 60 months at a rate of interest not to exceed 2.5%.

Section 7. Completion of Project Required. All Developer incentives provided in this Agreement, including but not limited to Sections 3, 4, 5, and 6, are contingent on Developer completing the Project, including the Hotel Project, Demolition Project, Residential Project, Office Project, Retail Project, and Parking Project. In the event a Developer incentive is paid to Developer as contemplated in this Agreement and the Project is not completed within four years of the execution of this Agreement, Developer shall repay such incentives to the City.

Section 8. Insurance Requirements. During construction, and until completion of each of the Project, the Developer, shall maintain, or cause its contractors and/or ground lessees, to maintain the following policies:

- A. **Builders Risk Insurance.** All builders' risk and fire insurance with extended coverage upon Project improvements then to be constructed in the amount of one hundred percent (100%) of the replacement cost thereof; and
- B. **Commercial General Liability Insurance.** Insure against all claims for personal injury or death or property damage occurring on or about the Project Site, with a reputable insurer licensed in the State of Ohio, with a Best's rating of A-X or better, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate, with an umbrella excess liability policy in minimum amount of Three Million Dollars (\$3,000,000) per occurrence bodily injury/property and Ten Million Dollars (\$10,000,000) aggregate damage/occurrence, naming the City as an additional insured. The Developer will deliver to the City a certificate of insurance in form satisfactory to the City at least one (1) week prior to the commencement of construction and certificates for replacement policies will be delivered at least fifteen (15) days prior to the expiration of the policy. All such policies shall contain agreements of the insurer that the policies shall not be canceled except upon thirty (30) days prior written notice to the Developer and to the City. The Developer shall promptly forward to the City a copy of any such notice of cancellation.

Section 9. Notices. Notice from one of the Parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first class mail, postage prepaid, or sent by facsimile or electronic transmission (and a transmission receipt or confirmation is obtained), to the following respective addresses or facsimile numbers:

If to the City: The City of Beachwood
City Hall
25325 Fairmount Boulevard
Beachwood, Ohio 44122
Attention: Office of the Mayor
Phone No.: (216) 292-1915
Email: Catherine.bieterman@beachwoodohio.com

With a copy to: The City of Beachwood
City Hall
25325 Fairmount Boulevard
Beachwood, Ohio 44122
Attention: Law Department
Phone No.: (216) 595-5462
Email: stewart.hastings@beachwoodohio.com

If to the
Developer: My Place Cleveland LLC
3500 Lorain Avenue, Suite 100
Cleveland, Ohio 44113
Attention: Chad Kertesz
Phone No.: 216-544-3822
Email: chad@myplacecleveland.com

With a copy to: Ronnie Kertesz
General Counsel
3439 West Brainard Rd. Suite 260
Woodmere, Ohio
Phone No.: 216-831-9110
Email: rmkertesz@azmanagement.com

Section 10. Miscellaneous

- A. This Agreement constitutes the entire terms between the Parties concerning its subject matter, and there are no other agreements, promises, terms, conditions, or understandings, either oral or written, between them concerning the matters addressed herein other than those herein set forth. No subsequent alteration or amendment to this Agreement shall be binding upon the Parties unless approved by the City Council, in writing and signed by both the City and the Developer. The Parties expressly contemplate that they will be required to enter into formal amendments to existing agreements and/or new agreements in order to effectuate their respective commitments.

- B. The financial obligation of the City for the payment of money under this Agreement is subject to and contingent upon such funds first having been appropriated and authorized to be expended for such purposes by the City Council and having been certified by the City Finance Director as available in the fund to be charged for the payment thereof and not appropriated or expended for any other purpose. ***No obligation of the City created by or arising out of this Agreement shall ever constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit, of the City or give rise to any pecuniary liability of the City, but shall be payable or required to be satisfied by the City solely from Service Payments or non-tax revenues as authorized by City Council.***

Section 11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Parties. The Developer may not assign this Agreement to any person, without the written consent of the Mayor and approval by City Council, which consent may be withheld for any or no reason.

Section 12. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, their contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Cuyahoga, State of Ohio.

Section 13. Severability. Any provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

Section 14. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City other than in his or her official capacity, and neither the members of the legislative body of the City nor any City official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City contained in this Agreement.

Section 15. Counterparts. This Agreement may be signed in several counterparts, including electronically transmitted or stored counterparts (such as e-mailed .pdfs), each of which shall be deemed an original and all of which together shall constitute one contract.

Section 16. Headings. The headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

Section 17. Termination. The City reserves the right to terminate this entire Agreement or any commitments contained in Sections 3, 4, 5 or 6 of this Agreement if the Developer has not either commenced construction of a portion of the Project within two years of the execution of this Agreement or completed the construction of a portion of the Project within four years of the execution of this Agreement.

ADDITIONAL DOCUMENTATION: The following exhibits are hereby incorporated into and made part of this Agreement as though specifically rewritten herein:

EXHIBIT A – Project Site and Project Conceptual Plan

EXHIBIT B – Form of Transfer and Indemnification Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

3663 Park East My Place, LLC

By: _____
Chad Kertesz, Manager

Its: _____

CITY OF BEACHWOOD

By: _____
Justin Berns, Mayor

Approved as to Form:

L. Stewart Hastings, City Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Beachwood (the "City"), hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the aforesaid Agreement have been lawfully appropriated by the legislative body of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2022

Larry Heiser, Finance Director

EXHIBIT A – PROJECT SITE AND PROJECT CONCEPTUAL PLAN

[To be attached]

3663 PARK EAST VOCON PLAN

SEE ATTACHED

**EXHIBIT B – FORM OF TRANSFER AND INDEMNIFICATION
AGREEMENT**

TRANSFER AND INDEMNIFICATION AGREEMENT
(Project My Place .41 TIF)

This Transfer and Indemnification Agreement (“Agreement”) is entered into this ____ day of _____, 2022, by and among 3663 Park East My Place LLC, an Ohio limited liability company (the “Owner”), 3663 Park East My Place LLC an Ohio limited liability company (“Developer” and together with the Owner, the “Indemnitor”), and the **City of Beachwood**, Ohio a municipal corporation (the “City”).

Recitals

WHEREAS, the Owner is the fee title owner of the real property described in Exhibit A (the “Project Site”); and

WHEREAS, Developer and City have entered into an agreement under which Owner or an affiliate will undertake the urban redevelopment the Project Site; and

WHEREAS, to support that urban redevelopment, the City agreed to include the Project Site in a tax increment financing (“TIF”) area under Ohio Revised Code Section 5709.41; and

WHEREAS, in order to include the Project Site in that TIF area, the City must have acquired fee title to the Project Site while engaged in urban redevelopment and prior to the enactment by the City Council of the TIF ordinance under Ohio Revised Code Section 5709.41, and the Owner intends to transfer fee title to the Project Site to the City with the City then transferring that title to the Project Site to the Owner; and

WHEREAS, the parties desire to memorialize their agreement to convey the Project Site and protect the City against any liabilities that may occur as a result of the conveyance to the City and re-conveyance back to the Owner of the Project Site.

Agreement

NOW THEREFORE, in consideration of their mutual covenants set forth herein and their respective commitments for the urban redevelopment of the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

Section 1. Transfer. The Owner agrees to convey to the City title to the Project Site via limited warranty deed. The City hereby agrees to reconvey to the Owner or its designee title to the Project Site via quitclaim deed within three days following its acceptance of title to the Project Site.

Section 2. Indemnification. The Indemnitor, jointly and severally, agrees to indemnify the City and hold harmless and defend the City from and against, and pay for, any and all costs, losses, liabilities, damages and expenses, including reasonable fees and expenses of attorneys, that are not offset by insurance proceeds and that are paid or incurred by the City as a result of or relating to the conveyance of the Project Site to the City by Owner or the re-conveyance of the Project Site by the City to the Owner or its designee, including but not limited to costs, losses, liabilities, damages, and expenses incurred due to claims of any violations of any local, state, or federal environmental rules, ordinances, acts, laws or regulations. The City must give prompt notice to the Indemnitor of the assertion of any claim or the commencement of any suit, action or proceeding with respect to which indemnity may be sought hereunder, specifying, if known, the facts pertaining thereto and the amount or an estimate of the amount of the liability arising therefrom, provided, however, failure to give such notice does not relieve the Indemnitor of any liability hereunder (except to the extent the Indemnitor has suffered actual prejudice thereby). The Indemnitor has the right to participate in or assume the defense of any such suit, action or proceeding at its own expense, and the City has the right (but not the duty) to participate in the defense thereof, which will be at the Indemnitor's expense unless it has assumed the defense thereof. Whether or not the Indemnitor chooses to defend or prosecute any claim, the Indemnitor and the City will cooperate in the defense or prosecution thereof and will take all such actions as may be reasonably requested in connection therewith.

The Indemnitor also hereby agrees to forever acquit and discharge the City from any and all liabilities, damages, losses, costs, actions, manners of action, causes of action, claims and/or demands of any nature and description, both known and unknown, suspected and unsuspected, foreseen and unforeseen, and whether arising in law or in equity, which result or may result in the future as a result of or relating to the conveyance of the Project Site to the City by the Indemnitor, or the re-conveyance of the Project Site by the City to the Indemnitor or its designee.

The Indemnitor must obtain the same release of the City as that contained in the immediately preceding paragraph from any other developer(s) with whom it partners in connection with the development of the Project Site.

Section 3. Costs. The Indemnitor shall be responsible for all actual costs incurred by the City, including reasonable attorney fees, in connection with the transfer of the Project Site.

Section 4. Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed delivery, of requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise

specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

If to the City: The City of Beachwood
City Hall
25325 Fairmount Boulevard
Beachwood, Ohio 44122
Attention: Mayor
Phone No.: _____
Email: _____

The City of Beachwood
City Hall
25325 Fairmount Boulevard
Beachwood, Ohio 44122
Attention: Law Director
Phone No.: _____
Email: _____

If to the Owner: 3663 Park East My Place LLC
3500 Lorain Avenue, Suite 100
Cleveland, Ohio 44113
Attention: Chad Kertesz
Phone No.: 216-544-3822
Email: chad@myplacecleveland.com

If to the Developer: 3663 Park East My Place LLC
3500 Lorain Avenue, Suite 100
Cleveland, Ohio 44113
Attention: Chad Kertesz
Phone No.: 216-544-3822
Email: chad@myplacecleveland.com

If to the Attorney: Ronnie Kertesz
General Counsel
3439 West Brainard Rd. Suite 260
Woodmere, Ohio
Phone No.: 216-831-9110
Email: rmkertesz@azmanagement.com

Section 5. Successors; Assignment; Amendments, Changes and Modifications. This Agreement is binding upon the Indemnitor, the City and their respective successors in interest and the City and its successors in interest. This Agreement may not be assigned by the Indemnitor or the City without the prior written consent of the other. This Agreement may only be amended by written instrument executed by the City and the Indemnitor.

Section 6. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation will be deemed an obligation of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 8. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Electronic signatures (such as documents executed pursuant to a reputable document execution software, e.g. DocuSign) or signatures transmitted or stored by facsimile or electronic means are deemed original signatures and duplicates are deemed original copies of this Agreement.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties on this subject matter.

Section 10. Non-Merger. Any term or obligation of this Agreement not given effect upon the transfer of the Project Site (including, but without limitation, the indemnity obligation of Indemnitor pursuant to Section 2 hereof) shall not merge and shall remain in full force and effect notwithstanding the transfer of the Project Site contemplated by this Agreement.

Section 11. Governing Law and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any claim or cause of action based on or arising hereunder this Agreement shall be brought in the Cuyahoga County, Ohio Court of Common Pleas.

[signatures on next page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

3663 Park East My Place LLC, as Owner

By: _____

Its: _____

3663 Park East My Place, LLC , as Indemnitor

By: _____

Its: _____

CITY OF BEACHWOOD

By: _____

Justin Berns, Mayor

Approved as to Form:

L. Stewart Hastings, City Law Director

Tactical Planning, LLC

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

TO: Justin Berns, Mayor
Beachwood City Council

FROM: George Smerigan, City Planner

DATE: October 3, 2022

RE: **Ordinance 2022-41**



As a follow up to preparing the "Order of Actions" for the My Place zoning amendments, I have made some recommended revisions to the text amendments contained in Ordinance 2022-41 which is pending before Council.

Attached are two documents dated October 3, 2022. One document revises the language of proposed Chapter 1122. The modifications to the version that is currently before City Council are shown in red. Note that:

1. I have modified the title of the proposed district for simplicity's sake particularly with regard to future references.
2. I have modified Sections 1122.02 and 1122.06 to better clarify that this is a planned development district and that the overall concept plan will control all future uses on the site and that substantive changes to that plan must return to Council for approval. This is in response to questions raised by members of Council about the requirement to follow the plan if the property is rezoned.
3. The change to Sections 1122.04(a)(1) and 1122.04(e)(2) merely reflect the revised development plan.

The only change to proposed Chapter 1111 as contained in the current legislation is the name of the new district. That is the other attached document.

I think these changes address the questions I have received from Council members and make the language of the ordinance clearer and the control by the City much stronger.

INTRODUCED BY:

ORDINANCE NO. 2022-41

AN ORDINANCE AMENDING THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE BY AMENDING CHAPTER 1111 TITLED “DISTRICTS AND ZONE MAP GENERALLY” AND ADDING NEW CHAPTER 1122 TITLED “U-4C INTEGRATED MIXED USE, MULTI-FAMILY RESIDENTIAL, OFFICE, RETAIL, RECREATION BUSINESS DISTRICT”

WHEREAS, My Place Group has requested amendments to the City of Beachwood Planning and Zoning Code by amending Chapter 1111 and adding new Chapter 1122; and

WHEREAS, it is Council’s referred said requested amendments to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01 on March 21, 2022.

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

Section 1: The Council of the City of Beachwood, having received a request for an amendment to the City’s Planning and Zoning Code, a copy of which is attached hereto and incorporated herein as Exhibit “A” and Exhibit “B”, placed said proposed amendments on first reading, and referred the proposed amendments to the Planning and Zoning Commission for its report and recommendation.

Upon receipt of the report and recommendation of the Planning and Zoning Commission, the issue of the zoning amendments was set for a Public Hearing on the 19th day of September, 2022 at Beachwood City Hall, Council Chambers, and shall be read by Council on three separate occasions.

Section 2: The Clerk of Council advertised this hearing in a newspaper of general circulation in the City for a period of not less than thirty (30) days prior to the Public Hearing, setting forth the substance of the proposed amendment.

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.

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

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2022.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2022 and filed it with the Clerk.

Mayor

REV 10/3/2022

1111.01 DISTRICTS AND ZONE MAP GENERALLY.

For the purpose of regulating the location of trades, industries, residential houses and other uses of property, the number of square feet of lot area per family housed, the width of lots, the location and size of yards and the alignment of buildings upon street frontages, the City is hereby divided into the following classes of Use Districts, termed respectively:

- Class U-1 or Single-Family Residential District
- Class U-2A or Attached Single-Family Residential District
- Class U-3 or Multi-Family Residential District
- Class U-3A or High-Rise Apartment District
- Class U-3C or Planned Multi-Family Residential District
- Class U-4A or Integrated Business District
- Class U-4B or Shopping Center District
- Class U-4C or Integrated Mixed-Use District
- Class U-5 or Public and Institutional District
- Class U-7A or General Office Building District
- Class U-8 or Industrial and Office Mixed-Use District
- Class U-8A or Office Building and Research District
- Class U-9 or Motor Service District
- Class U-10 or Planned Mixed-Use Development District

1111.02 CLASSIFICATION OF USES.

For the purpose of this Code, the various uses to which buildings and premises can be devoted are divided into groups, classes and subdivisions as set forth in the following classification. These uses, hereinafter classified as Class U-1, Class U-2A, Class U-3, Class U-3A, Class U-3C, Class U-4A, Class U-4B, Class U-5, Class U-7A, Class U-8, Class U-8A, Class U-9 and Class U-10, are permitted under regulations herein set forth in the respective Use Districts allotted to such uses.

(a) Class U-1 Uses.

- (1) Single-Family Dwellings.

(b) Class U-2A Uses.

- (1) Attached Single-Family Dwellings.

(c) Class U-3 Uses.

- (1) Multi-Family Dwellings.

(d) Class U-3A Uses.

- (1) High-rise Multi-Family Dwellings.

(e) Class U-3C Uses.

- (1) Multi-Family Dwellings.

(Ord. 2011-170. Passed 3-19-12.)

(f) Class U-4A Uses.

- (1) Stores selling commodities at retail such as, but not necessarily limited to:

A. Groceries; supermarkets; bakeries; delicatessens. Such uses may be permitted curbside pickup provided that they first obtain a Site Development Plan approval. The number of spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.

B. Restaurants; Restaurants may be permitted outdoor dining areas and/or curbside pickup provided that they first obtain a Site Development Plan approval. The number of outdoor seats and/or spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.

C. Drug stores.

D. Wearing apparel stores.

E. Variety stores.

- F. Paint and wallpaper; hardware stores.
 - G. Furniture; household appliances; draperies; floor coverings.
 - H. Electronic appliances.
 - I. Florist; gift; jewelry; sporting goods stores.
- (2) Service establishments such as, but not necessarily limited to:
- A. Barbers; beauty shops; nail salons.
 - B. Dry cleaning; laundries; tailor shops.
 - C. Appliance repair.
 - D. Banks and other financial institutions.
 - E. Exercise and training facilities.
 - F. Private schools and colleges.
 - G. Dance studios; photographic studios.
 - H. Printing shops; copy centers.
 - I. Child Day Care Centers pursuant to Section 1155.02.
 - J. Adult Day Care Centers pursuant to Section 1155.03.
 - K. Indoor recreation and athletic facilities,
 - L. Day spas; tanning salons; and massage therapy.
- (3) Offices including medical offices.
- (4) Hotels.
- (5) Multi-Family Dwellings above the first floor with a Conditional Use Permit.
- (6) Banks and drug stores may be permitted accessory drive-thru, drive-up, or pickup arrangements and facilities provided they first obtain a Conditional Use Permit.
- (g) Class U-4B Uses.
- (1) Shopping centers.
- (h) Class U-4C Uses.
- (1) Stores selling commodities at retail such as, but not necessarily limited to:
- A. Specialty groceries; bodegas; farmers markets (per Code Sec. 1155.04). Such uses may include curbside pickup as shown on the Site Development Plan including areas or parking spaces dedicated for curbside pickup.
 - B. Restaurants; bars; coffee houses; delicatessens; bakeries; food courts; buffets; food halls; including outdoor dining areas and/or curbside pickup as shown on the Site Development Plan.
 - C. Apparel stores.
 - D. Variety stores.
 - E. Boutique home good and decor stores.
 - F. Florist; gift; candles; jewelry; sporting goods stores.
 - G. Specialty retail sales and showrooms; interior decorating and design services.
 - H. Business services.
 - I. Personal services.
 - J. Entertainment, amusement, and arcades, including those that function as restaurants or bars and contain bowling, video games and similar uses.
- (2) Service establishments such as, but not necessarily limited to:
- A. Barbers; beauty shops, and nail salons.
 - B. Dry cleaning; laundries; tailor shops.
 - C. Indoor and outdoor fitness facilities.

- D. Day spas, health spa, tanning salons, and massage therapy.
- E. Dance studios and exercise and training facilities.
- F. Art studios and galleries.
- G. Pet care facilities.

(3) Offices including professional, administrative, executive, sales, governmental, utility, medical offices, and related facilities

- (4) Multi-Family Dwellings
- (5) Parks and recreation facilities
- (6) Hotels
- (7) Banks

(8) Event and recreational spaces for on-site tenants (both residential and retail/office/commercial) and rental to non-tenants, including for parties, concerts, events, business shows, and similar uses at a capacity that is supported by on-site parking; or for events beyond the capacity of on-site parking based on permission from adjacent property owners to park on their property.

(9) Additional uses and/or future uses that are compatible with those listed above

(i) Class U-5 Uses.

- (1) Governmental facilities.
- (2) Parks and public recreation facilities.
- (3) Public and private schools and colleges.
- (4) Nursing homes.
- (5) Places of worship.
- (6) Libraries.
- (7) Museums.
- (8) Community Centers.

(j) Class U-7A Uses.

(1) Professional, administrative, executive, sales (without samples and merchandising services), governmental and public utility offices.

(2) Services of a limited nature such as beauty and barber shops, photographic developing and blueprinting.

- (3) Telephone exchanges.
- (4) Child Day Care Centers pursuant to Section 1155.02.
- (5) Adult Day Care Centers pursuant to Section 1155.03.
- (6) Licensed health care facilities with a Conditional Use Permit.
- (7) Professional medical offices.
- (8) Banks and other financial institutions.

(9) Restaurants; Restaurants may be permitted outdoor dining areas and/or curbside pickup provided that they first obtain a Site Development Plan approval. The number of outdoor seats and/or spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.

(10) Multi-Family Dwellings above the first floor with a Conditional Use Permit.

(k) Class U-8 Uses.

- (1) Professional, administrative, executive, and sales offices.
- (2) Professional medical offices.
- (3) Licensed health care facilities.
- (4) Research and development laboratories and testing facilities.
- (5) Wholesale and retail businesses and showrooms.

(6) Retail sales associated with wholesale businesses and showrooms, interior decorating, and design services, or with articles or goods created, manufactured, or assembled on the premises.

(7) Storage and distribution of finished or packaged goods subject to the provisions of Section 1129.07.

(8) Light manufacturing, fabrication, and assembly operations.

(9) Business services.

(10) Personal services.

(11) Printing; publishing; engraving.

(12) Photographic studios, sales, and processing.

(13) Copy, blueprinting and reproduction services.

(14) Interior decorating and design services and facilities.

(15) Postal facilities and package delivery services.

(16) Public utility facilities.

(17) Municipal facilities.

(18) Financial institutions.

(19) Child Day Care Centers pursuant to Section 1155.02.

(20) Adult Day Care Centers pursuant to Section 1155.03.

(21) Dance studios.

(22) Recording and broadcast studios.

(23) Art studios and galleries.

(24) Athletic facilities, fitness centers, and health spas 8,000 square feet or less.

(25) The following uses may be permitted with a Conditional Use Permit:

A. Schools and training facilities.

B. Athletic facilities, fitness centers, and health spas greater than 8,000 square feet.

C. Licensed health care facilities.

D. Restaurants provided, however, that no such use shall be established on a site requiring a parking variance to accommodate said use. Restaurants may be permitted curbside pickup. The number of spaces dedicated for pickup shall be as authorized in the Conditional Use Permit.

E. Daily and overnight pet care facilities provided that such facilities meet the following criteria:

1. The maximum number of pet lodging units shall not exceed one (1) per each one hundred (100) square feet of gross floor area of the first floor of the building.

2. Runoff from all lodging units and exercise areas shall be directed to the sanitary sewer system and not the storm sewer system.

3. An outdoor exercise and relief area shall be provided which shall contain a minimum of 1200 square feet and shall be enclosed with an opaque fence eight feet (8') in height.

4. No animals shall be permitted outdoors between the hours of 10:00 p.m. and 6:00 a.m.

5. Wastes shall be controlled and collected on site and shall be properly removed at least two (2) times per week.

6. There shall be no noise from animals measurable beyond the property boundary lines.

7. There shall be a minimum of two (2) employees on site at all times.

8. Parking spaces shall be provided at the rate of five (5) spaces plus one (1) space for each ten (10) lodging units at maximum capacity.

9. The maximum number of daily or day care animals shall not exceed fifty percent (50%) of the approved number of lodging units.

10. There shall be no grooming other than of pets which are being lodged for overnight stays.

11. There shall be no retail sales of pet supplies or products.

12. There shall be no pet training classes conducted on the premises.

13. The use shall not be so located as to have an adverse impact on the use, reuse, and/or redevelopment of any other property in the District.

F. Veterinary hospitals and clinics.

G. Multi-family residences provided that no dwelling units shall be located on the first or ground floor.

(l) Class U-8A Uses.

- (1) Professional, administrative, executive, governmental and public utility offices.
- (2) Licensed health care facilities with a Conditional Use Permit.
- (3) Professional medical offices.
- (4) Research and development laboratories or testing offices.
- (5) Wholesale offices and showrooms.
- (6) Manufacturing and assembling as permitted in Class U-8.
- (7) Child Day Care Centers pursuant to Section 1155.02.
- (8) Adult Day Care Centers pursuant to Section 1155.03.

(m) Class U-9 Uses.

- (1) Gasoline service station limited to sites with frontage on Chagrin Boulevard only.
- (2) Motels and hotels.
- (3) Restaurants; Restaurants may be permitted outdoor dining areas and/or curbside pickup provided that they first obtain a Site Development Plan approval. The number of outdoor seats and/or spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.
- (4) Automobile agencies limited to sites with frontage on Chagrin Boulevard and Central Parkway only.
- (5) Banks.
- (6) Office buildings.
- (7) Child Day Care Centers pursuant to Section 1155.02.
- (8) Adult Day Care Centers pursuant to Section 1155.03.
- (9) Licensed health care facilities with a Conditional Use Permit.
- (10) Professional medical offices.

(n) Class U-10 Uses.

- (1) Office buildings.
- (2) Licensed health care facilities with a Conditional Use Permit.
- (3) Professional medical offices.
- (4) Motels and hotels.
- (5) Restaurants; Restaurants may be permitted outdoor dining areas and/or curbside pickup provided that they first obtain a Site Development Plan approval. The number of outdoor seats and/or spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.
- (6) Motor vehicle service stations.
- (7) Child Day Care Centers pursuant to Section 1155.02.
- (8) Adult Day Care Centers pursuant to Section 1155.03.

(Ord. 2022-___. Passed ___-__-22.)

UPDATED 10/3/22

CHAPTER 1122

U-4C INTEGRATED MIXED USE, ~~MULTI-FAMILY RESIDENTIAL, OFFICE, RETAIL, RECREATIONAL, BUSINESS~~
DISTRICT

1122.01 Intent.

1122.02 Permitted uses.

1122.03 Area, yard, and height regulations.

1122.04 Design Criteria

~~1122.04—05~~ Off-street parking and loading facilities.

~~1122.05—06~~ Site development plans.

~~1122.06—07~~ Signs

CROSS REFERENCES

Districts established - see P. & Z. 1111.01

Nonconforming uses - see P. & Z. Ch. 1147

Certificates of occupancy - see BLDG. Ch. 1313

Building permits, fees, and deposits - see BLDG. Ch. 1329

1122.01 INTENT

The City of Beachwood 2015 Master Plan, called for the adoption of new mixed use zoning districts including those that are; walkable and friendly to pedestrians, promotes mixed-use redevelopment near the Chagrin Blvd corridor and other outdated commercial areas to encourage reuse and growth where industry and jobs currently exist, encourage redevelopment of the Richmond Road corridor to support higher-density residential neighborhoods, incentivize housing that accommodates future need and grows the City's population, provides different housing choices for young people, separates small apartments from existing single family uses, promotes mixed use including multi-family, and to remove barriers to adaptive re-use of older buildings. The City recognizes the changing nature of the Park East corridor, situated between the Chagrin Blvd. corridor and Richmond Road corridor and creates this new U-4C district to rezone certain portions adjacent to I-271 and currently zoned U-9, to meet 2015 Master Plan goals and vision. This U-4C district is only designed as a possible rezoning for areas currently zoned U-9, located north of Harvard, south of Chagrin.

It is the intent of this Chapter (Class U-4C Districts) to provide for the establishment of a district for high density mixed-use, multi-family residential, office, retail, services, recreational, event space, hotel, apartments, and similar compatible uses. This District shall provide for the establishment of attractive and well-designed mixed-use developments which offer quality housing, offices, services, entertainment spaces, and recreation for nearly residents and office workers to create additional housing, office, and mixed-use opportunities including commercial and retail areas and for the City's primary employment centers.

1122.02 ESTABLISHMENT OF U-4C INTEGRATED MIXED USE, ~~MULTI-FAMILY RESIDENTIAL, OFFICE,~~
~~RETAIL, RECREATIONAL, BUSINESS~~ DISTRICT

The following criteria shall govern the establishment of any U-4C Integrated Mixed Use, ~~Multi-Family Residential, Office, Retail, Recreational, Business~~ District:

- (a) No such District shall be established except subsequent to an application by the property owner requesting that the land be subject to these special provisions, which application shall include an Overall Concept Development Plan, which shall control all future use of the property.
- (b) The layout of the Overall Concept Development Plan shall be designed to create an orderly arrangement of uses and buildings compatible with the landscape and topography of the area with the planning principals of the City.
- (c) Each U-4C Integrated Mixed Use, ~~Multi-Family Residential, Office, Retail, Recreational, Business~~ District shall be developed in conformance with an approved Final Site Development Plan or Plans which ~~has~~ have been reviewed and approved by the Planning and Zoning Commission in accordance with the provisions set forth herein and ~~consistent~~ which shall be in substantial compliance with the approved Overall Concept Development Plan as determined by the Planning and Zoning Commission. -

1122.03 DEVELOPMENT STANDARDS

The following standards and requirements shall apply to all U-4C Integrated Mixed Use, ~~Multi-Family Residential, Office, Retail, Recreational, Business~~ Districts:

- (a) Buildings and land in a Class U-4C District shall be used and buildings shall be designed, created, altered, or intended for the uses designated as Class U-4C uses in Section 1111.02, except that other similar harmonious and compatible uses as may be determined by the Commission and approved by Council may be permitted.
- (b) Accessory uses customarily incident to the main uses listed above shall be permitted provided they are planned and developed in connection with the main building. Such accessory uses among those permitted under this section shall include:
 - (1) Parking garages and off-street parking and loading areas for residents, employees, guests, and customers as provided in this chapter.
 - (2) Solid waste collection, compaction, storage, or container facilities, provided such facilities shall be located within or adjacent to the main building and physically separated from other uses by a wall, screen, fence, or similar partition, and otherwise designed to enable collection and pickup of the waste materials.

1122.04 DESIGN CRITERIA

- (a) Area.
 - (1) The aggregate ground area occupied by the building(s) shall not exceed ~~thirty~~forty-five percent (~~35~~45%) of the total area of the development or such area as may be designated on the Overall Concept Development Plan.
 - (2) Consistent with the current existing or adjacent landscape plans on existing parcels, or twenty percent (20%) of the total lot area, whichever is less, shall be developed as planted, hardscapes, terraces, patios, sidewalks, and other open occupiable spaces in accordance with a landscape plan as approved by Commission and shall be maintained in good condition. The total lot area may include elevated areas within the overall site including upper floor exterior spaces and gardens.
 - (3) The minimum lot width at the building setback line shall be one-hundred-fifty feet (150").
- (b) Yards.
 - (1) A front yard of not less than twenty-five feet (25') shall be provided.
 - (2) Within a U-4C District, side yards shall be not less than five feet (5').
 - (3) The rear yard shall not be less than five feet (5').

- (4) A landscape plan with screening as necessary from adjacent uses; where a U-4C area is adjacent to other U-4, U-5, U-7, U-8, U-9, or U-10 uses the screening requirement will be consistent with screening currently existing (as any U-4C district will be a rezoning to an already developed parcel) or as determined necessary by Planning Commission, with a goal of increasing walkability and having the Park East Drive corridor function overall as a mixed-use area.
- (c) Off-Street Parking and Loading in Yards. Accessory off-street parking in a front yard shall be permitted no closer than five feet (5') from a street line. Accessory off-street loading spaces in a front yard shall be permitted no closer than fifty feet (50') from a street line.
 - (1) Accessory off-street parking and driveways in a side or rear yard shall be permitted no closer than five feet (5') from a property line or thirty feet (30') from a U-1, U-2, or U-3 residential District line.
 - (2) Accessory off-street loading in a side or rear yard shall be permitted no closer than five feet (5') from a property line or fifty feet (50') from a U-1, U-2, or U-3 residential District line.
- (d) Height. Building height shall not exceed seventy-five feet (75), exclusive of towers, cornices, or similar features.
- (e) The following minimum standards must be implemented for all new or modified developments within the Class U-4C District:
 - (1) A minimum of forty percent (40%) of the development's floor area must be developed and maintained as residential uses. In new construction the first floor/ground floor must have commercial/retail/office uses; residential uses shall be located on upper floors. In adaptive re-use of structures that previously had residential on the first floor, first floor residential units shall be permitted.
 - (2) A minimum of twelve and 1/2 percent (12.5%) of the development's building floor area, exclusive of parking structures, must be developed and maintained as retail, restaurant, office, and services uses.

1121.05 OFF-STREET PARKING AND LOADING FACILITIES

Off-street parking and loading facilities shall be provided in accordance with Chapter 1144, except for the following:

- (a) Parking space shall be not less than one hundred and sixty-two (162) square feet (minimum of nine feet (9') by eighteen feet (18') exclusive of drives and turning space, provided however that existing non-conforming spaces may be maintained at current dimensions. All parking lot drive aisles will be not less than twenty-four feet wide.
- (b) The number of parking spaces may be reduced to account for shared parking associated with mixed-use facilities, so long as the number of parking spaces is supported by a parking study and approved by the Commission.
- (c) A minimum of one (1) square foot of landscaped area shall be provided within the parking area for each one hundred (100) square feet of vehicle use area; but this area may be reduced further to match landscaped areas in adjacent buildings and developments.
- (d) Only one and one-half (1.5) off-street parking spaces shall be required for each Multi-Family Dwellings. This may be reduced based on the shared parking study.
- (e) Except as may be modified by the shared parking study detailed above, parking for commercial, office, and retail space shall be as follows:
 - (1) 3.8 spaces per 1,000 square feet of office space.
 - (2) 4 spaces for 1,000 square feet of retail

- (3) 14.7 spaces for 1,000 square feet of restaurant space
- (f) Electronic car charging stations shall be permitted in parking areas as shown on a Site Development Plan.

1121.06 SITE DEVELOPMENT PLANS

Final Site Development Plans are required and shall be prepared for all proposed developments in a Class U-4C District. Final Site Development Plans shall be prepared and reviewed in accordance with the provisions of Chapter 1108 and shall be in substantial compliance with the Overall Concept Development Plan approved by City Council as part of the rezoning of the property. If the Planning and Zoning Commission determines that a proposed Final Site Development Plan constitutes a substantial departure from form, nature, spirit, or intent of the approved Overall Concept Development Plan, such application shall be denied until any such modification or variation is presented to and approved by City Council in the same manner as the original Overall Concept Development Plan. This section supersedes anything inconsistent elsewhere in the code, including but not limited to Chapters 1144, 1145, 1146.

1121.07 SIGNS

Notwithstanding section 1141, signs may be approved as part of the overall-final site development plan. Signs may include large building mounted electric signs or adjacent pedestal or freestanding signs, signs advertising the overall site and site tenants, and similar signs. ~~Signage may be approved as part of the site development plan approval.~~

(Ord. 2022-___. Passed __-__-22.)

INTRODUCED BY:

ORDINANCE NO. 2022-42

AN ORDINANCE REZONING 3663 PARK EAST DRIVE, BEACHWOOD, OHIO 44122 PPN# 742-29-017 FROM U-9 TO NEWLY PROPOSED CLASSIFICATION U-4C

WHEREAS, My Place Group has requested the rezoning of 3663 Park East Drive, Beachwood, Ohio 44122 PPN# 742-29-017 from U-9 to newly proposed classification U-4C; and

WHEREAS, Council referred said requested Rezoning to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01 on March 21, 2022.

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

Section 1: The Council of the City of Beachwood, having received a request from My Place Group for the rezoning of 3663 Park East Drive, Beachwood, Ohio 44122 PPN# 742-29-017 from U-9 to newly proposed classification U-4C, placed this issue and said Rezoning on first reading, and referred the proposed to the Planning and Zoning Commission for its report and recommendation.

Upon Council's receipt of the recommendation of the Planning and Zoning Commission the issue of rezoning 3663 Park East Drive, Beachwood, Ohio 44122 PPN# 742-29-017 from U-9 to newly proposed classification U-4C was set for Public Hearing.

The Public Hearing was held on the 19th day of September, 2022 at the Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood, Ohio.

This Ordinance shall be read by Council on three separate occasions and its passage shall cause the Proposed Rezoning to become effective upon operation of the law.

Section 2: The Clerk of Council advertised said hearing in a newspaper of general circulation in the City for a period of not less than thirty (30) days prior to the Public Hearing, setting forth the substance of the amendments which are proposed.

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.

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

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2022.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2022 and filed it with the Clerk.

Mayor

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

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

Section 1:

For Supplies and Services	November 21, 2022	\$ 21,635.02
GPD	Engineering Services	\$ 895.00
G. Gifford Dyer - Architect	Plan Review Services	\$ 1,022.86
Code Consultation - Kowalczyk	Plan Review Services	\$ 1,022.86
Wildermuth, Michael – Architect	Plan Review Services	\$ 417.50
Squire Patton Boggs LLP	Legal Services	\$ 3,400.00
Zashin & Rich	Legal Services	\$ 591.80
Iworq Systems	Public Works Software	\$ 5,480.00
Waterway Gas & Wash	Public Works Services	\$ 8,805.00

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

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

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

Attest: I hereby certify that this legislation was duly adopted on the 21st day of November, 2022 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices
November 21, 2022 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2022	2021	2020
								ENCUMBRANCES		
2021119.13-8	10/14/2022	\$340.00	\$0.00	\$340.00	General			X		
2022119.06-3	10/14/2022	\$555.00	\$0.00	\$555.00	General			X		
Total To Pay				<u>\$895.00</u>						
Total Capital Fund				\$0.00						
Total General Fund				\$895.00						
Total Deposits				\$0.00						
Total Street Const. Mant.				\$0.00						
Less: Billable Charges				\$0.00						
Net Paid by City:				<u>\$895.00</u>						



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

RECEIVED

NOV 08 2022

FINANCE DEPT

Invoice

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

October 14, 2022

Invoice No: 2021119.13 - 8

Invoice	\$340.00
Total	

Project 2021119.13 Beachwood - City EV Charging Station

Service Dept.

Professional Services from August 27, 2022 to September 30, 2022

Task 001 Design

Professional Personnel

	Hours	Rate	Amount
Staff Engineer/Architect			
Hippley, Eric	4.00	85.00	340.00
Totals	4.00		340.00
Total Labor			340.00
Total this Task			\$340.00
Total this Invoice			\$340.00

Outstanding Invoices

Number	Date	Balance
7	9/9/2022	659.50
Total		659.50

Billings to Date

	Current	Prior	Total
Labor	340.00	8,278.25	8,618.25
Totals	340.00	8,278.25	8,618.25

service
Bldg
 APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 10-24-22
 P/O: 2022-00074

Net 30 days.

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/08/21	2021119.13-1	2021119.13	09/24/21	SERVICE	\$833.50
11/12/21	2021119.13-2	2021119.13	10/29/21	SERVICE	\$3,082.25
05/13/22	2021119.13-3	2021119.13	04/29/22	SERVICE	\$391.50
06/07/22	2021119.13-4	2021119.13	05/27/22	SERVICE	\$2,416.00
07/08/22	2021119.13-5	2021119.13	06/24/22	SERVICE	\$85.00
08/12/22	2021119.13-6	2021119.13	07/29/22	SERVICE	\$810.50
09/09/22	2021119.13-7	2021119.13	08/26/22	SERVICE	\$659.50
10/14/22	2021119.13-8	2021119.13	09/30/22	SERVICE	\$340.00

\$ 8,618.25



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

RECEIVED

NOV 08 2022

FINANCE DEPT

Invoice

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

October 14, 2022

Invoice No: 2022119.06 - 3

Invoice	\$555.00
Total	

Project 2022119.06 Beachwood - 2022 Storm Water Code Update

Service Dept.

Professional Services from August 27, 2022 to September 30, 2022

Task 110 Design

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Valentic, Ivan	5.00	111.00	555.00
Totals	5.00		555.00
Total Labor			555.00
Total this Task			\$555.00
Total this Invoice			\$555.00

Billings to Date

	Current	Prior	Total
Labor	555.00	4,343.00	4,898.00
Totals	555.00	4,343.00	4,898.00

service

Bldg
 APPROVED FOR PAYMENT
 BY: *[Signature]*
 DATE: *10-25-22*
 P/O: *2022-00074*

Net 30 days.

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/07/22	2022119.06-1	2022119.06	05/27/22	SERVICE	\$2,019.00
07/08/22	2022119.06-2	2022119.06	06/24/22	SERVICE	\$2,324.00
10/14/22	2022119.06-3	2022119.06	09/30/22	SERVICE	\$555.00

\$ 4,898.00

**G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Phone 216-870-0142**

**RECEIVED
NOV 07 2022
FINANCE DEPT**

October 31, 2022

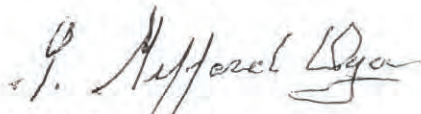
City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of October 2022	<u>\$1,022.86</u>
(Cost breakdown sheet attached)	
Total amount due	\$1,022.86

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT
BY: Wg
DATE: 11/1/22
P/O: _____

BEACHWOOD PLAN REVIEW

Month OCTOBER 2022

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 22-23	2022-07893	JOURNEYS BEACHWOOD PLACE MAIL #2090 26300 CEDAR ROAD	1 HR	\$83.50
CB 22-03	2022-00635	ORG PROPERTIES OFFICE RENOVATION 3261 ENTERPRISE PLACE #160	3 1/2 HR	\$292.25
CB 22-12	2022-03653	NEW LAB FACILITIES TRAILHEAD BIOSYSTEM 27215 COMMERCE PARK ROAD	3 1/4 HR	\$271.37
CB 22-17	2022-05824	CCF PARKING GARAGE REPAIR 25900 SCIENCE PARK	3 3/4 HR	\$313.12
CB 22-24	2022-00637	ORG OFFICE RENOVATION ORG PROPERTIES 3261 ENTERPRISE PLACE #150	3/4 HR	\$62.62
		TOTAL	12 1/4	\$1022.86

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

November 2, 2022

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

RECEIVED
NOV 07 2022
FINANCE DEPT

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of October 2022 \$1,022.86
(See attached sheet for breakdown)

Total amount due

One Thousand Twenty-Two Dollars and Eighty-Six Cents **\$1,022.86**

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY: W4

DATE: 11/3/22

P/O: _____

**City of Beachwood
Plan Examination Services
October 2022 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2022-08290	BW22-27 10/6/22	Maltz Museum of Jewish Heritage 2929 Richmond Road Flag Poles	1 hour	\$83.50
2022-05168	BW22-28 10/11/22	CC Beachwood FHC 26900 Cedar Road Roof Project – Pedestrian Protection	45 min.	\$62.61
2022-07321	BW22-23.1 10/16/22	Project Golden – Phase 1 23463 Commerce Park Road Interior Alterations - Revisions	2 hours 30 min.	\$208.75
2018-31613	BW22-29 10/18/22	CC Beachwood FHC 3 rd Floor 26900 Cedar Road Fire Sprinkler System Alterations	1 hour	\$83.50
2022-08670	BW22-30 10/23/22	EdgePoint Capital Advisors 2000 Auburn Drive Interior Alterations	1 hour	\$83.50
2022-08762	BW22-31 10/26/22	Cube UH Connor 3723 Park East Drive Interior Alterations	6 hours	\$501.00
Total:				\$1,022.86

Paul Kowalczyk, MPE #798



RECEIVED
NOV 08 2022
FINANCE DEPT

November 7, 2022

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

WG 11/8/22

Re: Building Department
Plan Review Services for October 2022

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

Plan Review for the month of October 2022 \$417.50

Cost Breakdown Sheet Attached

Total amount due..... \$417.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		October 2022		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2220-01 9-17-2022	2022-05593	Metro Health 1 and 2 FP 3609 Park East	1.5 H	\$125.25
CB2223 01 10-17-2022	2022-08431	Pointe East FP Suite 309	1.5 H	\$125.25
CB2224-01 10-30-2022	2022-08797	Metro Health 3 – Radiology	2.0 H	\$167.00
		Total	5.0 H	\$417.50

SQUIRE PATTON BOGGS (US) LLP

RECEIVED

NOV 08 2022

FINANCE DEPT

City of Beachwood
Attn: Larry Heiser
Finance Director
2700 Richmond Road
Beachwood, Ohio 44122

Invoice Number: 10400373
Invoice Date: 10/31/22
Matter Number: 011736.00141

APPROVED FOR PAYMENT

DATE: 11/3/22

P/O:

REMITTANCE COPY

Continuing Disclosure

INVOICE SUMMARY

Amount Due for this Invoice: \$ 3,400.00

PAYMENT INSTRUCTIONS

Remit Check Payments to: Remit Wire Payments to: Direct Billing Inquiries to:

ZASHIN & RICH

Ernst & Young Tower | 950 Main Avenue 4th Floor | Cleveland, Ohio 44113 | p: 216 696 4411 | f: 216 696 1618 | www.zr.com

RECEIVED

NOV 08 2022

FINANCE DEPT



DATE: 10/26/2022

P.O. NUMBER: 2021-00552

CLIENT: Beachwood, City of
Attn: Accounts Payable
25325 Fairmount Blvd.
Beachwood, Ohio 44122
accounts@beachwoodohio.com

Privileged & Confidential

APPROVED FOR PAYMENT

BY: 

DATE: 11/1/22

P/O: _____

CLIENT

MATTER: 4318-20-01

INVOICE: 136074

Total Fees for Services Rendered
Total Expenses
Total Amount Due for this Matter

\$588.00
\$3.80
\$591.80

BILL SUMMARY

Total Fees for Services Rendered
Total Expenses
Total Amount Due for this Invoice

\$588.00
\$3.80
\$591.80

RECEIVED

OCT 18 2022

Find | Next

FINANCE DEPT
INVOICEP.O. Box 3784
Logan, UT 84323
USA

Invoice Number: 198241

Invoice Date: 08/01/2022

Account Number: 1308

Phone: (435) 755-5126

Fax: (435) 379-3243

Bill To:
Beachwood, OH
Attn: Accounts Payable
P.O. Box 22659
Beachwood, OH 44122

Description:
Period: September 2022 - August 2023

Customer ID	Customer PO	Payment Terms	
Beachwood, OH		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		08/31/2022

Quantity	Item	Unit Price	Amount
1	WM - Work Management -	\$2,730.00	\$2,730.00
1	FLT - Internet Fleet Management - Internet Fleet Management	\$2,750.00	\$2,750.00
	iWorQ Systems Internet Software Management and Support September 2022 - August 2023		

Approved
2022/10/26/22
Finance Director

Check/Credit Memo No:

Total Invoice Amount	\$5,480.00
Outstanding Balance	\$0.00
Total Payments Applied	\$0.00
Credit Applied	\$0.00
TOTAL	\$5,480.00

Payment for invoice may be paid online via credit card at <http://payments.iworq.net>**Please contact Billing@iworq.com to update BILL TO information. Thank you.**

APPROVED FOR PAYMENT

BY: C. C. C.DATE: 10-25-22P/O: 2022-02040

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

RECEIVED
OCT 18 2022
FINANCE DEPT

Waterway Gas & Wash

727 Goddard Ave
Chesterfield, MO 63005
636-537-1111 fax 636-537-1115

Invoice #: 161

INVOICE

Name	Dan Cicchella
Account	Beachwood Building Department
Address	23355 Mercantile Rd
City	Beachwood OH 44122
Phone	216 292 1495

Date	10-5-2022
P.O. Number	
Rep	Nathan Gibbs
Terms	
Email	ngibbs@waterway.com

Quantity	Description	Unit Price	TOTAL
6	Blue Level Memberships Building	379 -	2274 -
2	" " " Recreation	379 -	758 -

Payment Details

- ☐ Cash
☐ Check
☐ Credit Card

Name _____
CC # _____
Expires _____
Sec. Code _____

Subtotal	2274 -
Sales Tax%	-
Sales Tax	-
Shipping	-
TOTAL	2274 -

\$ 3,032.00

Approved
JWH 10/26/22
Finance Director

Waterway - The Best Carwashes in Town!

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

APPROVED FOR PAYMENT

BY: C. Cicchella

DATE: 10-25-22

P/O: 2022-02487

Vw/Dan

RECEIVED
NOV 07 2022
FINANCE DEPT

Waterway Gas & Wash

727 Goddard Ave
Chesterfield, MO 63005
636-537-1111 fax 636-537-1115

Invoice #: 1661

INVOICE

Name	John Resek	Date	10-25-22
Account	Beachwood Police Dept.	P.O. Number	
Address	2700 Richmond Rd.	Rep	Nathan Gibbs
City	Beachwood OH 44122	Terms	
Phone	216-464-2343	Email	ngibbs@waterway.com

Quantity	Description	Unit Price	TOTAL
17	Express Shine Level Annual Memberships	295	5015
2	Blue Level Annual Memberships	379	758

Payment Details

- ☐ Cash
☐ Check
☐ Credit Card

Name _____
CC # _____
Expires _____
Sec. Code _____

Subtotal	5773
Sales Tax%	-
Sales Tax	-
Shipping	
TOTAL	5773

Waterway - The Best Carwashes in Town!

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns, Finance Chair Barbara Janovitz
FROM: Larry Heiser, Finance Director *LH*
DATE: October 24, 2022
SUBJECT: 2023 Budget

Mayor and Finance Chair Janovitz:

When approving the 2023 Budget, there are two additional approvals with the 2023 Budget Ordinance we are requesting.

First, after discussions with the Finance Committee, we increased the Finance Budget by \$250,000 for the emergency PO, which everyone anticipates will never be needed. The authorization to utilize this PO would be determined by the Mayor and Council President or their designees.

Second, just like in past years we pass a budget with transfers to the Capital Projects Fund (441) and the Debt Service Fund (331) from the General Fund (101) as part of the Finance Department's budget. This year upon passing of the 2023 Budget, Finance would be authorized to make those transfers when appropriate. This year the transfer from the General Fund (101) to the Debt Service Fund (331) is \$300,000 and the transfer from General Fund to the Capital Projects Fund (441) is \$4,000,000.

Although the transfer of funds to the Capital Projects fund is approved with the budget, the authorization to expend those funds only occurs after Council approves appropriations from the Capital Projects Fund.

INTRODUCED BY:

ORDINANCE NO. 2022-135

AN ORDINANCE MAKING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2023, JANUARY 1, 2023 TO DECEMBER 31, 2023, INCLUSIVE AND AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (101) TO THE DEBT SERVICE FUND (331) AND CAPITAL PROJECTS FUND (441); AND DECLARING THIS TO BE AN URGENT MEASURE

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

Section 1: To provide for the current expenses and other expenditures of the City of Beachwood for the fiscal year ending December 31, 2023 the following sums be and they are hereby set aside and appropriated, as provided for in Ohio Revised Code Section 5705.38 as outlined in Exhibit "A" a copy of which is attached hereto and incorporated herein. Council also authorizes the Finance Director to Transfer Funds from the General Fund (101) to the Debt Service Fund (331) and Capital Projects Fund (441) as further outlined in the Memorandum to the Mayor dated October 24, 2022, a copy of which is attached hereto.

Section 2: The Mayor and Finance Director are hereby authorized and directed to pay all claims in accordance with Ordinance No. 1996-118, passed by Council on June 17, 1996, which authorizes the Mayor and Finance Director to pay bills on a regular basis and to report to Council regarding City disbursements, and Ordinance No. 1998-264, passed December 7, 1998, for payment of utilities.

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

Section 4: This Ordinance is declared to be an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to use this appropriation of sums to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2022; 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 ____ day of _____, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2022.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2022 and filed it with the Clerk

Mayor

City of Beachwood
2023 Appropriations Exhibit A

General Fund	Department	Wages & Benefits	Other	Total
	101 Council	\$ 259,300	\$ 62,300	\$ 321,600
	121 Mayor	\$ 500,100	\$ 245,500	\$ 745,600
	122 Economic Development	\$ 163,900	\$ 683,600	\$ 847,500
	123 Human Resources	\$ 155,800	\$ 57,900	\$ 213,700
	131 Finance Department	\$ 1,561,600	\$ 6,418,200	\$ 7,979,800
	141 Law Department	\$ 618,700	\$ 307,700	\$ 926,400
	221 Police	\$ 12,162,200	\$ 1,304,800	\$ 13,467,000
	231 Fire	\$ 9,382,400	\$ 943,400	\$ 10,325,800
	341 Service Administration	\$ 6,909,000	\$ 4,742,700	\$ 11,651,700
	511 Community Services	\$ 1,264,000	\$ 735,400	\$ 1,999,400
	512 Camps	\$ 449,500	\$ 204,500	\$ 654,000
	531 Pools and Parks	\$ 387,800	\$ 408,100	\$ 795,900
	611 Building and Economic Development	\$ 1,257,100	\$ 280,800	\$ 1,537,900
	Total General Fund			\$ 51,466,300
Special Revenue Fund	Fund #			
	211 Street Construction Maint. & Repair	\$ -	\$ 300,000	\$ 300,000
	212 State Highway	\$ -	\$ 160,000	\$ 160,000
	231 Mayor's Court Improvement	\$ -	\$ 48,000	\$ 48,000
	241 Federal Equitable Sharing	\$ -	\$ 120,000	\$ 120,000
	243 Drug Law Enforcement	\$ -	\$ 45,000	\$ 45,000
	251 Barkwood	\$ -	\$ 1,500	\$ 1,500
	261 Blossom Lane Street Lights	\$ -	\$ 2,200	\$ 2,200
	262 George Zieger Drive Street Lights	\$ -	\$ 26,000	\$ 26,000
	271 One Ohio Opioid	\$ -	\$ 4,950	\$ 4,950
	281 American Rescue Plan Fund	\$ 280,000	\$ 1,480,000	\$ 1,760,000
	282 NOPEC Grant Fund	\$ -	\$ 65,000	\$ 65,000
	283 ESID Fund	\$ -	\$ 125,000	\$ 125,000
	291 Eaton TIF Fund	\$ -	\$ 4,350,000	\$ 4,350,000
	292 Omnova TIF Fund	\$ -	\$ 282,000	\$ 282,000
	Total Special Revenue Fund			\$ 7,289,650
Debt Service Fund	Fund #			
	331 General Bond Retirement	\$ -	\$ 920,000	\$ 920,000
	Total Debt Service Fund			\$ 920,000
Capital Improvement Fund	Fund #			
	441 Capital Improvement	\$ -	\$ 2,000,000	\$ 2,000,000
	Total Capital Improvement			\$ 2,000,000
Internal Service Fund	Fund #			
	501 Workers' Compensation Self Insurance	\$ -	\$ 160,000	\$ 160,000
	Total Internal Service Fund			\$ 160,000
Trust and Agency Funds	Fund #			
	782 Commercial Permit Tax	\$ -	\$ 50,000	\$ 50,000
	783 Deposit Fund	\$ -	\$ 120,000	\$ 120,000
	784 Police Pension Fund	\$ -	\$ 250,000	\$ 250,000
	785 Zone Income Taxes	\$ -	\$ 9,800,000	\$ 9,800,000
	786 Unclaimed Monies	\$ -	\$ 10,000	\$ 10,000
	Total Trust and Agency Funds			\$ 10,230,000
	TOTAL 2023 APPROPRIATIONS			<u>\$ 72,065,950</u>

CITY OF BEACHWOOD
2023

FUND	ESTIMATED UNENCUMBERED JAN. 1, 2023 BALANCE	GEN. PROP. TAX	LOCAL GOV'T	AMENDED OTHER SOURCES	TOTAL	2023 APPROPRIATION	VARIANCE	2023 Estimated revenue
General Fund (101)	\$29,500,000	\$ 3,318,095	\$ 128,707.72	\$ 37,583,908	\$ 70,530,711	\$ 51,466,300	\$ 19,064,411	\$ 44,909,976
General Bond Retirement (331)	\$712,985			\$ 600,000	\$ 1,312,985	\$ 920,000	\$ 392,985	\$ 900,000
Police Pension	\$21,240	\$ 269,035		\$ -	\$ 290,275	\$ 250,000	\$ 40,275	\$ 269,035
St. Const. Maint. & Repair (211)	\$800,000			\$ 675,000	\$ 1,475,000	\$ 300,000	\$ 1,175,000	\$ 745,000
State Highway (212)	\$100,000			\$ 65,000	\$ 165,000	\$ 160,000	\$ 5,000	\$ 65,000
Mayor's Ct. Improvement (231)	\$49,500			\$ 4,000	\$ 53,500	\$ 48,000	\$ 5,500	\$ 3,000
Federal Equitable Sharing (241)	\$120,000			\$ 12,000	\$ 132,000	\$ 120,000	\$ 12,000	\$ 12,000
Law Enforcement Trust (243)	\$55,700			\$ 5,000	\$ 60,700	\$ 45,000	\$ 15,700	\$ 5,000
Barkwood (251)	\$1,875			\$ 950	\$ 2,825	\$ 1,500	\$ 1,325	\$ 950
Blossom Street Lights (261)	\$4,500			\$ 1,675	\$ 6,175	\$ 2,200	\$ 3,975	\$ 1,675
Zeiger Drive Street Lights (262)	\$92,000			\$ 12,000	\$ 104,000	\$ 26,000	\$ 78,000	\$ 12,000
One Ohio Opioid Fund (271)	\$4,950			\$ 4,950	\$ 4,950	\$ 4,950		\$ 4,950
ARPA Fund (281)	\$1,200,000			\$ 1,200,000	\$ 2,400,000	\$ 1,760,000	\$ 640,000	\$ 559,000
NOPEC Grant Fund (282)	\$0			\$ 65,000	\$ 65,000	\$ 65,000	\$ -	\$ 65,000
ESID Fund (283)	\$0			\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 170,000
Eaton TIF Fund (291)	\$6,552,068			\$ 4,320,000	\$ 10,872,068	\$ 4,350,000	\$ 6,522,068	\$ 4,320,000
OMNOVA TIF Fund (292)	\$0			\$ 280,000	\$ 282,000	\$ 282,000	\$ -	\$ 280,000
Commercial Permit Fund (782)	\$350			\$ 50,000	\$ 50,350	\$ 50,000	\$ 350	\$ 50,000
Deposits Fund (783)	\$45,000			\$ 75,000	\$ 120,000	\$ 120,000	\$ -	\$ 75,000
Zone Income Taxes (785)	\$0			\$ 9,800,000	\$ 9,800,000	\$ 9,800,000	\$ -	\$ 9,000,000
Unclaimed Monies (786)	\$10,928			\$ 2,500	\$ 13,000	\$ 10,000	\$ 3,000	\$ 2,500
Workers Compensation Self Insurance (501)	\$1,500,000			\$ 160,000	\$ 1,660,000	\$ 160,000	\$ 1,500,000	\$ 160,000
Capital Improvement Fund (441)	\$6,000,000			\$ 5,500,000	\$ 11,500,000	\$ 2,000,000	\$ 9,500,000	\$ 5,500,000
Total - All Funds	\$46,771,096	\$ 3,587,130	\$ 128,708	\$ 60,541,983	\$ 111,020,589	\$ 72,065,950	\$ 38,959,589	\$ 64,257,821

LAH 10/19/2022

City of Beachwood

2023 Estimated Revenue Compared to Appropriations

General Fund

Total Estimated 2023 General Fund Revenue	44,909,976
Total 2023 General Fund Appropriations Less Transfers	47,166,300
Revenue Over (Under) Expenditures	(2,256,324)
Transfer to Debt Service	(300,000)
Revenue Over (Under) Expenditures	(2,556,324)

Total General Fund Appropriations, Including Transfers	51,466,300
--	------------

Departmental Property and Equipment Requests

2023 Budget

Department	Description	Amount
Economic Develop.	COSTAR & Data analysis software	\$ 15,000
		<u>\$ 15,000</u>
Human Resources	Onboarding software	\$ 20,000
		<u>\$ 20,000</u>
Finance	Copier (this is just in case - current copier purchased in 20	\$ 8,000
	Traffic cameras	\$ 10,000
	Phones	\$ 20,000
	Microsoft datacenter	\$ 30,000
	City Hall computer replacements	\$ 30,000
	Firewall replacements	\$ 70,000
	Office 365	\$ 70,000
		<u>238,000</u>
Police	New live scan - for fingerprinting prisoners	30,000
	Detective bureau evidence system	5,000
	Deer culling	80,000
	Jail cameras	30,000
	Total	<u>145,000</u>
Fire	Lifepak	50,000
	Hydraulic extraction tools	50,000
	Replacement of windows	50,000
	Park rescue vehicle	40,000
	Tornado sirens	125,000
	Total	<u>315,000</u>
Service	Low pro truck	200,000
	Street sweeper	260,000
	Salt conveyor	130,000
	Shop sweeper	80,000
	Crosswalk signage	150,000
	Parking lots LED upgrade	150,000
	Total	<u>970,000</u>
Pools & Parks	BFAC tables and chairs	70,000
	Golf cart	20,000
		<u>90,000</u>
	Grand Total	<u><u>\$ 1,793,000</u></u>

City of Beachwood
General Fund

TOTAL APPROPRIATIONS

	2022 Appropriations	Proposed 2023 Appropriations	Difference	% Difference	
Council	197,000	321,600	124,600	63.2%	Clerk of Council sal and ben moved here from Law
Mayor's Office	894,700	745,600	(149,100)	-16.7%	Website hosting and advertising fees moved to Com. Svc.
Economic Development	-	847,500	-		New department in 2023
Human Resources	319,700	213,700	(106,000)	-33.2%	Moved 1 position to Finance
Finance Department	3,531,300	3,679,800	148,500	4.2%	
Law Department	1,049,100	926,400	(122,700)	-11.7%	Moved 1 employee to Council, budgetd for Adm Asst. rather than Asst to Clerk of Council (will need to revise Sched D if this goes forward)
Police Department	12,730,300	13,467,000	736,700	5.8%	Budgeted at full staff
Fire Department	9,960,300	10,325,800	365,500	3.7%	
Service Dept	11,465,000	11,651,700	186,700	1.6%	
Community Services	1,891,200	1,999,400	108,200	5.7%	Website hosting and advertising fees moved to Com. Svc.- used to be in Mayor's office; increase in program costs.
Recreation Camps	590,300	654,000	63,700	10.8%	Increases expected in trip fees, supplies & wages
Swimming Pool/ Parks	680,800	795,900	115,100	16.9%	BFAC table & chairs, golf cart
Building Department	2,498,200	1,537,900	(960,300)	-38.4%	ED related expenses moved to ED budget
Total	45,807,900	47,166,300	1,358,400	3.0%	
Plus Transfer to Debt Service	600,000	300,000			
Plus Transfer to Capital	3,400,000	4,000,000			
Grand Total	49,807,900	51,466,300	1,658,400	3.3%	
					TRUE

COUNCIL

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
PERSONAL SERVICES - SALARIES AND WAGES						
SALARIED EMPLOYEES						
101.101.51110	COUNCIL	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,100	\$ 79,125
101.101.51130	OTHER EXEMPT EMPLOYEES	\$ -	\$ -	\$ 77,700 Inc	\$ -	-
101.101.51310	LEAVE SETTLEMENTS	\$ -	\$ -	\$ 2,000	\$ -	-
	TOTAL SALARIES AND WAGES	<u>108,000</u>	<u>108,000</u>	<u>187,700</u>	<u>108,100</u>	<u>79,125</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
101.101.52110	HEALTH COVERAGE	-	-	37,800	-	-
101.101.52120	GROUP LIFE AND DISABILITY INSURAN	-	-	1,000	-	-
101.101.52130	WORKERS COMPENSATION	1,501	1,445	3,000	3,000	-
101.101.52210	PERS	15,120	15,120	27,000	15,200	10,423
101.101.52240	MEDICARE	1,566	1,566	2,800	1,600	1,147
	TOTAL EMPLOYEE BENEFITS	<u>18,187</u>	<u>18,131</u>	<u>71,600</u>	<u>19,800</u>	<u>11,570</u>
PROFESSIONAL SERVICES						
OTHER PROFESSIONAL SERVICES						
101.101.53190	OTHER PROFESSIONAL SERVICES	16,375	19,175	20,000 Inc	20,000	14,115
	TOTAL PROFESSIONAL SERVICES	<u>16,375</u>	<u>19,175</u>	<u>20,000</u>	<u>20,000</u>	<u>14,115</u>
CONTRACTUAL SERVICES						
101.101.54990	OTHER CONTRACTUAL SERVICES	450	300	3,000 Fo	13,300	-
	TOTAL CONTRACTUAL SERVICES	<u>450</u>	<u>300</u>	<u>3,000</u>	<u>13,300</u>	<u>-</u>
OTHER SERVICES AND EXPENSES						
EMPLOYEE BUSINESS EXPENSES						
101.101.55310	EDUCATION AND TRAINING	-	-	1,000	500	75
101.101.55320	TRAVEL	-	-	1,500	600	-
101.101.55330	MEMBERSHIPS	700	700	1,000	800	700
101.101.55340	PROFESSIONAL/SOCIAL MEETINGS	-	-	400	400	130
PRINTING						
101.101.55410	LEGISLATIVE AND EXECUTIVE PUBLIC/	-	-	-	-	-
101.101.55430	BUSINESS PRINTING	-	42	700	1,500	-
101.101.55510	LEGAL NOTICES	-	-	500	500	-
101.101.55520	EMPLOYMENT ADVERTISING	-	-	-	-	-
101.101.55990	OTHER SERVICES AND EXPENSES	16,443	19,170	20,000 Th	20,000	22,736
	TOTAL OTHER SERVICES & EXPENS	<u>17,143</u>	<u>19,912</u>	<u>25,100</u>	<u>24,300</u>	<u>23,641</u>
MATERIALS AND SUPPLIES						
FOOD/GROCERY ITEMS						
101.101.56190	OTHER FOOD/GROCERY ITEMS	79	90	1,000	1,000	332
OFFICE SUPPLIES						
101.101.56210	POSTAGE	-	-	400	2,000	-
101.101.56220	PUBLICATIONS/SUBSCRIPTIONS	97	-	200	200	-
101.101.56290	OTHER OFFICE SUPPLIES	54	54	500	500	172
101.101.56920	COMPUTER EQUIPMENT	-	980	800	800	798
	TOTAL MATERIALS AND SUPPLIES	<u>230</u>	<u>1,124</u>	<u>2,900</u>	<u>4,500</u>	<u>1,302</u>
PROPERTY AND EQUIPMENT						
101.101.57220	COMPUTER EQUIPMENT/SOFTWARE	3,780	3,969	9,300 \$3	5,000	-
101.101.57290	OTHER EQUIPMENT/ASSETS	-	-	2,000	2,000	-
	TOTAL PROPERTY AND EQUIPMENT	<u>3,780</u>	<u>3,969</u>	<u>11,300</u>	<u>7,000</u>	<u>-</u>
	GRAND TOTAL - COUNCIL	<u>\$ 164,165</u>	<u>\$ 170,611</u>	<u>\$ 321,600</u>	<u>\$ 197,000</u>	<u>\$ 129,753</u>

MAYOR'S OFFICE

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
PERSONAL SERVICES - SALARIES AND WAGES						
Includes salary and other benefits						
101.121.51110	ELECTED OFFICIALS	\$ 173,775	\$ 173,775	\$ 173,800	\$ 173,800	\$ 133,511
101.121.51130	OTHER EXEMPT EMPLOYEES	189,055	197,402	185,800	259,600	135,416
101.121.51310	LEAVE SETTLEMENTS	-	193	4,000	7,000	2,118
	TOTAL SALARIES AND WAGES	<u>362,830</u>	<u>371,370</u>	<u>363,600</u>	<u>440,400</u>	<u>271,045</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.121.52110	HEALTH COVERAGE	56,644	51,445	67,600	73,500	42,294
101.121.52120	GROUP LIFE AND DISABILITY INSURANCE	3,022	2,857	3,100	3,100	1,850
101.121.52130	WORKERS COMPENSATION	9,107	5,003	10,000	10,000	-
101.121.52140	UNEMPLOYMENT	12,288	-	-	7,000	8,628
101.121.52210	PERS	46,601	47,825	50,500	60,300	32,053
101.121.52240	MEDICARE	5,145	5,273	5,300	6,300	3,964
	TOTAL EMPLOYEE BENEFITS	<u>132,807</u>	<u>112,403</u>	<u>136,500</u>	<u>160,200</u>	<u>88,789</u>
PROFESSIONAL SERVICES						
101.121.53110	LEGAL SERVICES	9,000	8,550	12,000	12,000	8,100
101.121.53190	OTHER PROFESSIONAL SERVICES	3,513	1,235	80,000	68,000	28,600
	TOTAL PROFESSIONAL SERVICES	<u>12,513</u>	<u>9,785</u>	<u>92,000</u>	<u>80,000</u>	<u>36,700</u>
CONTRACTUAL SERVICES						
101.121.54390	OTHER EQUIPMENT MAINT. & REPAIR	1,157	984	2,000	3,000	712
101.121.54990	OTHER CONTRACTUAL SERVICES	11,274	12,714	2,000	29,700	14,963
	TOTAL CONTRACTUAL SERVICES	<u>12,431</u>	<u>13,698</u>	<u>4,000</u>	<u>32,700</u>	<u>15,675</u>
OTHER SERVICES AND EXPENSES						
101.121.55210	TELEPHONE/FAX COMMUNICATION	1,044	1,069	1,200	1,200	796
101.121.55310	EDUCATION & TRAINING	1,964	830	4,000	4,000	129
101.121.55320	TRAVEL EXPENSES	-	-	2,500	2,500	-
101.121.55330	MEMBERSHIPS, DUES, LICENSES	13,100	16,055	15,000	13,000	5,890
101.121.55340	PROFESSIONAL/SOCIAL MEETINGS/EVENTS	-	-	1,000	500	-
101.121.55390	OTHER EMPLOYEE BUSINESS EXPENSES	-	-	-	500	-
101.121.55430	BUSINESS PRINTING	1,502	2,175	7,500	7,200	81
ADVERTISING						
101.121.55590	OTHER ADVERTISING	75,694	92,219	90,000	116,000	74,200
101.121.55990	OTHER SERVICES AND EXPENSES	102	1,693	-	-	455
	TOTAL OTHER SERVICES & EXPENSES	<u>93,406</u>	<u>114,041</u>	<u>121,200</u>	<u>144,900</u>	<u>81,551</u>
MATERIALS & SUPPLIES						
FOOD/GROCERY ITEMS						
101.121.56110	COFFEE, CREAM, SUGAR	47	-	200	500	168
101.121.56190	OTHER FOOD/GROCERY ITEMS	936	366	500	1,000	219
OFFICE SUPPLIES						
101.121.56210	POSTAGE	2,227	1,769	10,000	3,000	4,238
101.121.56220	PUBLICATIONS/SUBSCRIPTIONS	53	590	600	500	249
101.121.56290	OTHER OFFICE SUPPLIES	1,255	1,442	3,500	3,500	2,148
101.121.56690	OTHER MATERIALS & SUPPLIES	3,050	568	1,000	1,000	1,080
EQUIPMENT < \$1,000						
101.121.56910	OFFICE EQUIPMENT < \$1,000	-	350	1,000	1,000	1,046
101.121.56920	COMPUTER EQUIPMENT < \$1,000	1,431	-	1,000	1,000	657
101.121.56990	OTHER EQUIPMENT < \$1,000	575	1,990	2,500	11,000	-
	TOTAL MATERIALS AND SUPPLIES	<u>9,574</u>	<u>7,075</u>	<u>20,300</u>	<u>22,500</u>	<u>9,805</u>
PROPERTY AND EQUIPMENT						
101.121.57210	OFFICE FURNITURE & EQUIPMENT	1,404	-	2,000	-	-
101.121.57220	COMPUTER HARDWARE/SOFTWARE	-	1,736	2,000	2,000	2,988
101.121.57290	OTHER CAPITAL EQUIPMENT	-	4,423	4,000	12,000	-
	TOTAL PROPERTY AND EQUIPMENT	<u>1,404</u>	<u>6,159</u>	<u>8,000</u>	<u>14,000</u>	<u>2,988</u>
	GRAND TOTAL - MAYOR'S OFFICE	<u>\$ 624,965</u>	<u>\$ 634,531</u>	<u>\$ 745,600</u>	<u>\$ 894,700</u>	<u>\$ 506,553</u>

ECONOMIC DEVELOPMENT

	2019 Actual Expenses	2020 Actual Expenses	2023 Appropriation
PERSONAL SERVICES - SALARIES AND WAGES			
Includes salary and other benefits			
OTHER EXEMPT EMPLOYEES	72,665	32,182	121,200
PART-TIME EMPLOYEES	2,298	-	-
LEAVE SETTLEMENTS	39	1,557	1,000
TOTAL SALARIES AND WAGES	<u>75,002</u>	<u>33,739</u>	<u>122,200</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS			
HEALTH CARE PREMIUMS	29,761	14,885	19,800
GROUP LIFE & DISABILITY INSURANCE	357	201	600
WORKERS COMPENSATION	-	1,579	2,500
PERS	9,850	4,978	17,000
MEDICARE	996	451	1,800
TOTAL EMPLOYEE BENEFITS	<u>40,964</u>	<u>22,094</u>	<u>41,700</u>
PROFESSIONAL SERVICES			
OTHER PROFESSIONAL SERVICES	13,716	22,880	20,000
TOTAL PROFESSIONAL SERVICES	<u>13,716</u>	<u>22,880</u>	<u>20,000</u>
CONTRACTUAL SERVICES			
OTHER CONTRACTUAL SERVICES	-	-	15,000
TOTAL CONTRACTUAL SERVICES	<u>-</u>	<u>-</u>	<u>15,000</u>
OTHER SERVICES AND EXPENSES			
TELEPHONE/FAX COMMUNICATION	557	-	-
EDUCATION & TRAINING	1,825	500	2,000
TRAVEL EXPENSES	1,760	71	1,000
MEMBERSHIPS, DUES, LICENSES	2,260	2,450	3,000
PROFESSIONAL/SOCIAL MEETINGS & EVI	199	-	2,000
BUSINESS PRINTING	1,103	850	3,000
OTHER ADVERTISING	14,267	30,338	25,000
INCENTIVE PROGRAMS	272,543	171,026	593,000
TOTAL OTHER SERVICES & EXPENSES	<u>294,514</u>	<u>205,235</u>	<u>629,000</u>
MATERIALS & SUPPLIES			
OTHER FOOD/GROCERY ITEMS	553	-	200
POSTAGE	201	221	500
PUBLICATIONS/SUBSCRIPTIONS	79	-	200
OTHER OFFICE SUPPLIES	14	134	200
OTHER MATERIALS & SUPPLIES	327	199	200
EQUIPMENT < \$1,000			
COMPUTER EQUIPMENT < \$1,000	-	783	800
OTHER EQUIPMENT < \$1,000	-	-	500
TOTAL MATERIALS AND SUPPLIES	<u>1,174</u>	<u>1,337</u>	<u>2,600</u>
PROPERTY AND EQUIPMENT			
COMPUTER HARDWARE/SOFTWARE	1,301	-	15,000
OTHER EQUIPMENT/ASSETS	-	-	2,000
TOTAL PROPERTY AND EQUIPMENT	<u>1,301</u>	<u>-</u>	<u>17,000</u>
GRAND TOTAL - ECONOMIC DEVELOPMENT	<u>\$ 426,671</u>	<u>\$ 285,285</u>	<u>\$ 847,500</u>

Human Resources

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
PERSONAL SERVICES - SALARIES AND WAGES						
<i>Includes salary and other benefits</i>						
101.123.51130	OTHER EXEMPT EMPLOYEES	84,593	93,380	99,700	95,200	72,806
101.123.51210	FULL-TIME EMPLOYEES	59,562	64,561	-	67,800	33,502
101.123.51230	OVERTIME	63	120	-	500	-
101.123.51310	LEAVE SETTLEMENTS	726	4,740	6,000	5,500	6,778
	TOTAL SALARIES AND WAGES	<u>144,944</u>	<u>162,801</u>	<u>105,700</u>	<u>169,000</u>	<u>113,086</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.123.52110	HEALTH COVERAGE	41,563	41,333	30,000	44,000	39,831
101.123.52120	GROUP LIFE AND DISABILITY INSURANCE	1,305	1,390	1,000	2,000	972
101.123.52130	WORKERS COMPENSATION	3,292	2,198	2,500	5,000	-
101.123.52210	PERS	19,144	20,998	15,000	24,100	13,722
101.123.52240	MEDICARE	1,987	2,242	1,600	2,600	1,582
	TOTAL EMPLOYEE BENEFIT	<u>67,291</u>	<u>68,161</u>	<u>50,100</u>	<u>77,700</u>	<u>56,107</u>
PROFESSIONAL SERVICES						
101.123.53110	LEGAL SERVICES	-	-	5,000	8,000	-
101.123.53190	OTHER PROFESSIONAL SERVICES	-	-	10,000	24,000	-
	TOTAL PROFESSIONAL SERVICES	<u>-</u>	<u>-</u>	<u>15,000</u>	<u>32,000</u>	<u>-</u>
CONTRACTUAL SERVICES						
OTHER CONTRACTUAL SERVICES						
101.123.54990	OTHER CONTRACTUAL SERVICES	19,161	7,878	30,000	30,000	7,308
	TOTAL CONTRACTUAL SERVICES	<u>19,161</u>	<u>7,878</u>	<u>30,000</u>	<u>30,000</u>	<u>7,308</u>
OTHER SERVICES AND EXPENSES						
EMPLOYEE BUSINESS EXPENSES						
101.123.55310	EDUCATION AND TRAINING	3,790	-	8,500	6,000	2,303
101.123.55320	TRAVEL EXPENSES	-	-	500	500	-
101.123.55330	MEMBERSHIPS, DUES, LICENSES	518	1,596	1,000	1,000	614
101.123.55340	PROFESSIONAL/SOCIAL MEETINGS	-	-	-	500	-
PRINTING						
101.123.55430	BUSINESS PRINTING	24	-	200	500	-
ADVERTISING						
101.123.55520	EMPLOYMENT ADVERTISING	475	-	500	500	-
	TOTAL OTHER SERVICES & EXPENSES	<u>4,807</u>	<u>1,596</u>	<u>10,700</u>	<u>9,000</u>	<u>2,917</u>
MATERIALS AND SUPPLIES						
OFFICE SUPPLIES						
101.123.56220	PUBLICATIONS/SUBSCRIPTIONS	640	480	700	500	510
101.123.56290	OTHER OFFICE SUPPLIES	577	85	1,000	1,000	565
OTHER MATERIALS AND SUPPLIES						
101.123.56690	OTHER MATERIALS & SUPPLIES	-	-	500	500	-
	TOTAL MATERIALS AND SUPPLIES	<u>1,217</u>	<u>565</u>	<u>2,200</u>	<u>2,000</u>	<u>1,075</u>
GRAND TOTAL - HUMAN RESOURCES						
		<u>\$ 237,420</u>	<u>\$ 241,001</u>	<u>\$ 213,700</u>	<u>\$ 319,700</u>	<u>\$ 180,493</u>

FINANCE

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
PERSONAL SERVICES - SALARIES AND WAGES						
Includes salary and other benefits						
101.131.51130	OTHER EXEMPT EMPLOYEES	755,181	784,373	823,700	804,200	613,919
101.131.51210	FULL-TIME EMPLOYEES	230,840	186,172	189,600	236,400	114,452
101.131.51230	OVERTIME	-	-	1,000	1,000	-
101.131.51310	LEAVE SETTLEMENTS	24,689	37,235	83,000	43,000	43,915
	TOTAL SALARIES AND WAGES	<u>1,010,710</u>	<u>1,007,780</u>	<u>1,097,300</u>	<u>1,084,600</u>	<u>772,286</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.131.52110	HEALTH COVERAGE	262,221	241,314	257,000	298,000	183,708
101.131.52120	GROUP LIFE AND DISABILITY INSURANC	9,409	8,557	10,500	10,500	6,035
101.131.52130	WORKERS COMPENSATION	22,970	13,619	28,000	28,000	-
101.131.52210	PERS	132,518	130,227	153,000	152,000	90,960
101.131.52240	MEDICARE	13,975	13,981	15,800	15,800	10,989
	TOTAL EMPLOYEE BENEFIT	<u>441,093</u>	<u>407,698</u>	<u>464,300</u>	<u>504,300</u>	<u>291,692</u>
PROFESSIONAL SERVICES						
101.131.53140	ACCOUNTING AND FINANCIAL SERVICES	30,010	30,894	38,000	38,000	29,110
101.131.53190	OTHER PROFESSIONAL SERVICES	110,465	120,786	175,000	145,000	114,719
101.131.53210	COMPUTER CONSULTING SERVICES	11,343	11,797	18,000	15,000	12,387
101.131.53220	INCOME TAX COLLECTION SERVICES	597,032	604,996	675,000	660,000	477,653
101.131.53230	PAYROLL SERVICES	34,779	33,916	42,000	50,000	20,217
101.131.53290	OTHER COMPUTER/TECHNICAL SERVICE	-	-	10,000	10,000	-
	TOTAL PROFESSIONAL SERVICES	<u>783,629</u>	<u>802,389</u>	<u>958,000</u>	<u>918,000</u>	<u>654,086</u>
CONTRACTUAL SERVICES						
RENTALS AND LEASES						
101.131.54210	OFFICE EQUIPMENT	1,294	1,482	2,000	1,500	1,718
101.131.54290	OTHER RENTS & LEASES	230	211	500	500	217
MAINTENANCE AND REPAIR SERVICES						
101.131.54390	OTHER EQUIPMENT MAINT. & REPAIR	2,051	2,100	8,000	10,000	1,541
OTHER CONTRACTUAL SERVICES						
101.131.54990	OTHER CONTRACTUAL SERVICES	66,285	65,240	345,000	90,000	84,322
	TOTAL CONTRACTUAL SERVICES	<u>69,860</u>	<u>69,033</u>	<u>355,500</u>	<u>102,000</u>	<u>87,798</u>
OTHER SERVICES AND EXPENSES						
INSURANCE SERVICES						
101.131.55110	INSURANCE PREMIUM COSTS	339,370	370,533	330,000	300,000	2,807
101.131.55120	EXPENSES TO BE REIMB BY INSURANCE	1,777	-	20,000	25,000	-
COMMUNICATIONS						
101.131.55210	TELEPHONE/FAX COMMUNICATION	3,646	3,752	4,800	4,800	2,797
101.131.55290	OTHER COMMUNICATIONS	14,195	13,071	17,000	17,000	10,643
EMPLOYEE BUSINESS EXPENSES						
101.131.55310	EDUCATION AND TRAINING	1,608	1,171	5,000	5,000	2,470
101.131.55320	TRAVEL EXPENSES	-	1,156	5,000	5,000	2,271
101.131.55330	MEMBERSHIPS, DUES, LICENSES	4,882	3,053	6,500	6,500	2,535
101.131.55340	PROFESSIONAL/SOCIAL MEETINGS	-	475	200	500	20
PRINTING						
101.131.55430	BUSINESS PRINTING	2,174	1,942	3,000	3,000	1,050
COUNTY AUDITOR DEDUCTIONS						
101.131.55610	ELECTION EXPENSE	8,861	-	10,000	10,000	6,193
101.131.55640	AUDITOR & TREASURER FEES	32,938	33,227	37,000	36,000	34,618
101.131.55650	DRETAC FUND	4,502	6,316	9,500	9,500	6,763
101.131.55670	COUNTY LAND BANK FEE	-	1,269	2,000	2,000	822
101.131.55690	OTHER COUNTY AUDITOR DEDUCTS	3	-	500	500	-
OTHER SERVICES AND EXPENSES						
101.131.55910	REAL ESTATE TAXES	15,584	-	-	-	-
101.131.55990	OTHER SERVICES AND EXPENSES	-	-	1,000	1,000	-
	TOTAL OTHER SERVICES & EXPENSES	<u>429,540</u>	<u>435,965</u>	<u>451,500</u>	<u>425,800</u>	<u>72,989</u>
MATERIALS AND SUPPLIES						
FOOD/GROCERY ITEMS						
101.131.56110	COFFEE, CREAM, SUGAR	400	372	500	600	199
OFFICE SUPPLIES						
101.131.56210	POSTAGE	2,701	2,453	5,000	5,000	1,212
101.131.56220	PUBLICATIONS/SUBSCRIPTIONS	106	130	500	500	168
101.131.56290	OTHER OFFICE SUPPLIES	2,918	3,049	6,000	6,500	2,216
101.131.56660	UNIFORMS	127	-	500	500	-
OTHER MATERIALS AND SUPPLIES						
101.131.56690	OTHER MATERIALS & SUPPLIES	350	557	700	1,000	56
EQUIPMENT < \$1,000						
11.131.56910	OFFICE EQUIPMENT < \$1,000	450	-	1,000	1,000	-
101.131.56920	COMPUTER EQUIP./SOFT < \$1,000	11,590	7,737	10,000	10,000	8,707

FINANCE

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
101.131.56930	COMMUNICATION EQUIP. < \$1,000	-	-	2,000	2,000	-
101.131.56990	OTHER EQUIP./ASSETS < \$1,000	-	-	500	500	-
	TOTAL MATERIALS AND SUPPLIES	<u>18,642</u>	<u>14,298</u>	<u>26,700</u>	<u>27,600</u>	<u>12,558</u>
PROPERTY AND EQUIPMENT						
101.131.57210	OFFICE FURNITURE & EQUIPMENT	-	-	10,000	10,000	-
101.131.57220	COMPUTER EQUIPMENT/SOFTWARE	238,817	142,312	285,000	427,500	73,388
101.131.57230	COMMUNICATIONS EQUIPMENT	-	-	20,000	20,000	-
101.131.57290	OTHER EQUIPMENT	-	-	10,000	10,000	348
	TOTAL PROPERTY AND EQUIPMENT	<u>238,817</u>	<u>142,312</u>	<u>325,000</u>	<u>467,500</u>	<u>73,736</u>
		\$ 2,992,291	\$ 2,879,475	\$ 3,678,300	\$ 3,529,800	
TRANSFERS AND ADVANCES						
	TRANSFERS OUT - to Capital Improvement	-	1,000,000	4,000,000	3,400,000	3,400,000
101.131.59110	TRANSFERS OUT - to Debt Service Fund	3,400,000	3,300,000	300,000	600,000	600,000
	TRANSFERS OUT - to Workers Comp Fund	-	-	-	-	-
	ADVANCES OUT	93,500	-	-	-	-
101.131.59940	SALES TAX	167	369	1,500	1,500	230
101.131.59990	OTHER DISBURSEMENTS	-	-	-	-	-
	GRAND TOTAL - FINANCE DEPARTMENT	<u>\$ 6,485,958</u>	<u>\$ 7,179,844</u>	<u>\$ 7,979,800</u>	<u>\$ 7,531,300</u>	<u>\$ 4,000,230</u>

LAW

	2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
PERSONAL SERVICES - SALARIES AND WAGES					
Includes salary and other benefits					
101.141.51130 OTHER EXEMPT EMPLOYEES	316,828	311,613	350,600 M	419,000	309,403
101.141.51210 FULL-TIME EMPLOYEES	-	11,448	50,000 Bi	62,500	18,978
101.141.51220 PART TIME EMPLOYEES	15,630	21,506	25,000	27,000	6,950
101.141.51310 LEAVE SETTLEMENTS	635	8,244	5,000	5,000	1,791
TOTAL SALARIES AND WAGES	333,093	352,811	430,600	513,500	337,122
PERSONAL SERVICES - EMPLOYEE BENEFIT					
101.141.52110 HEALTH COVERAGE	82,183	82,629	100,800	135,000	79,575
101.141.52120 GROUP LIFE AND DISABILITY INSURANCE	2,752	2,743	4,000	5,000	2,899
101.141.52130 WORKERS COMPENSATION	7,575	4,655	12,000	12,000	-
101.141.52140 UNEMPLOYMENT COMPENSATION	-	-	5,000	-	653
101.141.52210 PERS	43,683	44,618	60,000	71,000	41,638
101.141.52240 MEDICARE	4,689	4,985	6,300	7,500	4,863
TOTAL EMPLOYEE BENEFIT	140,882	139,630	188,100	230,500	129,628
PROFESSIONAL SERVICES					
101.141.53110 LEGAL SERVICES	117,617	197,292	155,000 Bi	155,000	61,414
101.141.53190 OTHER PROFESSIONAL SERVICES	3,096	930	36,000 \$:	10,000	3,794
101.141.53290 OTHER COMPUTER SERVICES	390	-	-	-	-
101.141.53310 CIVIL SERVICE TESTING	5,007	5,150	40,000 \$:	65,000	1,665
TOTAL PROFESSIONAL SERVICES	126,110	203,372	231,000	230,000	66,873
CONTRACTUAL SERVICES					
MAINTENANCE AND REPAIR SERVICES					
101.141.54390 OTHER EQUIPMENT MAINT. & REPAIR	420	344	800	1,000	199
OTHER CONTRACTUAL SERVICES					
101.141.54990 OTHER CONTRACTUAL SERVICES	150	163	3,000	3,000	335
TOTAL CONTRACTUAL SERVICES	570	507	3,800	4,000	534
OTHER SERVICES AND EXPENSES					
101.141.55130 MORAL CLAIMS	319	3,000	3,000	3,000	860
101.141.55210 TELEPHONE/FAX COMMUNICATION	785	802	1,000	1,000	597
101.141.55310 EDUCATION & TRAINING	2,600	725	3,500 In	3,000	143
101.141.55320 TRAVEL EXPENSES	5	-	1,000 pe	500	-
101.141.55330 MEMBERSHIPS, DUES, LICENSES	2,106	2,544	3,000	2,500	1,100
101.141.55390 OTHER EMPLOYEE BUSINESS	99	-	200	200	-
101.141.55430 BUSINESS PRINTING	9,418	9,294	9,000 \$:	10,000	440
ADVERTISING					
101.141.55510 LEGAL NOTICES	6,135	4,127	8,000	8,000	3,728
101.141.55520 EMPLOYMENT ADVERTISING	-	533	-	-	-
TOTAL OTHER SERVICES & EXPENSES	21,467	21,025	28,700	28,200	6,868
MATERIALS AND SUPPLIES					
101.141.56110 COFFEE, CREAM, SUGAR	-	16	-	-	-
101.141.56190 OTHER FOOD/GROCERY ITEMS	103	-	100	100	-
101.141.56210 POSTAGE	85	316	100	800	-
101.141.56220 PUBLICATIONS/SUBSCRIPTIONS	4,788	4,673	9,000	9,000	102
101.141.56290 OTHER OFFICE SUPPLIES	325	441	1,000	1,000	2,657
EQUIPMENT < \$1,000					
101.141.56910 OFFICE EQUIPMENT < \$1,000	260	-	1,000	1,000	453
101.141.56920 COMPUTER EQUIP./SOFTWARE < \$1,000	599	632	1,000	1,000	-
TOTAL MATERIALS AND SUPPLIES	6,160	6,078	12,200	12,900	3,212
PROPERTY AND EQUIPMENT					
101.141.57210 OFFICE FURNITURE & EQUIPMENT	-	-	2,000	5,000	-
101.141.57220 COMPUTER HARDWARE/SOFTWARE	8,710	6,480	30,000 \$:	25,000	5,403
TOTAL PROPERTY AND EQUIPMENT	8,710	6,480	32,000	30,000	5,403
GRAND TOTAL - LAW DEPARTMENT	\$ 636,992	\$ 729,903	\$ 926,400	\$ 1,049,100	\$ 549,640

POLICE

Current year

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	9/30/2022
PERSONAL SERVICES - SALARIES AND WAGES						
	Includes salary and other benefits					
101.221.51130	OTHER EXEMPT EMPLOYEES	\$ 197,786	\$ 244,859	\$ 370,000	\$ 360,000	\$ 220,109
101.221.51210	FULL-TIME EMPLOYEES	5,342,753	5,726,565	6,490,000	6,040,000	4,278,941
101.221.51220	PART-TIME EMPLOYEES	598,483	748,576	925,000	835,000	587,617
101.221.51230	OVERTIME	260,524	356,436	375,000	375,000	212,452
101.221.51310	LEAVE SETTLEMENTS	225,717	184,259	200,000	200,000	169,667
	TOTAL SALARIES AND WAGES	6,625,263	7,260,695	8,360,000	7,810,000	5,468,786
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.221.52110	HEALTH COVERAGE	1,609,766	1,582,266	2,025,000	1,910,000	1,232,925
101.221.52120	GROUP LIFE AND DISABILITY INSURAN	4,551	4,552	5,200	5,200	3,573
101.221.52130	WORKERS COMPENSATION	446,875	263,284	220,000	220,000	20,788
101.221.52140	UNEMPLOYMENT	45,483	6,832	10,000	50,000	-
101.221.52210	PERS	267,528	288,665	320,000	315,000	204,660
101.221.52220	POLICE PENSION	604,243	682,300	985,000	890,000	503,674
101.221.52240	MEDICARE	94,736	102,804	123,000	115,000	78,954
101.221.52310	CLOTHING ALLOWANCE	98,952	97,690	114,000	109,000	73,738
	TOTAL EMPLOYEE BENEFITS	3,172,134	3,028,393	3,802,200	3,614,200	2,118,312
PROFESSIONAL SERVICES						
101.221.53130	ENGINEERING SERVICES	19,589	20,332	40,000	40,000	15,837
101.221.53140	ACCOUNTING AND FINANCIAL SERVICE	1,783	1,480	6,000	6,000	1,444
101.221.53190	OTHER PROFESSIONAL SERVICES	18,152	4,343	25,000	27,500	3,947
101.221.53290	OTHER COMPUTER/TECHNICAL SERVI	7,200	6,600	12,000	12,000	5,736
	TOTAL PROFESSIONAL SERVICES	46,724	32,755	83,000	85,500	26,964
CONTRACTUAL SERVICES						
UTILITY AND SANTATION SERVICES						
101.221.54110	ELECTRIC	119,452	126,309	135,000	130,000	80,926
RENTALS AND LEASES						
101.221.54230	COMPUTER HARDWARE/SOFTWARE	3,210	771	5,000	7,500	-
101.221.54290	OTHER RENTS AND LEASES	-	-	9,500	1,500	-
MAINTENANCE AND REPAIR SERVICES						
101.221.54310	BUILDING MAINTENANCE & REPAIR	-	907	12,000	12,000	1,150
101.221.54370	VEHICLE MAINTENANCE & REPAIR	485	4,554	8,000	7,500	1,476
101.221.54390	OTHER EQUIP. MAINT. & REPAIR	209,766	168,715	191,000	185,000	45,093
JAIL FACILITY COSTS						
101.221.54510	PRISONER MEALS	9,882	10,545	20,000	20,000	3,378
101.221.54520	PRISONER MEDICAL	8,275	9,125	20,000	20,000	5,240
101.221.54590	JAIL/PRISONER OTHER	468	1,684	4,000	3,000	1,230
OTHER CONTRACTUAL SERVICES						
101.221.54990	OTHER CONTRACTUAL SERVICES	47,690	45,184	135,000	55,000	43,085
	TOTAL CONTRACTUAL SERVICES	399,228	367,794	539,500	441,500	181,578
OTHER SERVICES & EXPENSES						
COMMUNICATIONS						
101.221.55210	TELEPHONE/FAX COMMUNICATIONS	12,497	12,232	14,000	13,000	9,221
101.221.55290	OTHER COMMUNICATION	10,371	15,621	34,000	16,000	16,353
101.221.55310	EDUCATION AND TRAINING	19,590	22,030	60,000	45,000	23,103
101.221.55320	TRAVEL EXPENSES	1,426	2,488	25,000	17,000	3,259
101.221.55330	MEMBERSHIPS, DUES, LICENSES	1,570	2,101	2,000	2,000	620
101.221.55390	OTHER EMPLOYEE BUSINESS	-	57	-	200	-
101.221.55430	BUSINESS PRINTING	4,165	4,054	7,500	7,500	3,232
101.221.55930	K9 EXPENSES	4,751	5,871	13,000	13,000	6,342
	TOTAL OTHER SERVICES & EXPENS	54,370	64,454	155,500	113,700	62,130
MATERIALS AND SUPPLIES						
FOOD/GROCERY ITEMS						
101.221.56110	COFFEE, CREAM, SUGAR	1,349	1,947	3,000	3,500	785
101.221.56190	OTHER FOOD/GROCERY ITEMS	937	381	1,000	300	436
101.221.56210	POSTAGE	864	1,285	2,000	2,000	614
101.221.56220	PUBLICATIONS/SUBSCRIPTIONS	898	34,486	2,500	2,500	1,485
101.221.56290	OTHER OFFICE SUPPLIES	7,041	8,820	12,000	14,000	4,659
101.221.56610	MEDICAL SUPPLIES	5,200	4,459	5,000	5,000	-
101.221.56620	RANGE & AMMUNITION	13,584	21,392	39,800	20,200	1,488
101.221.56630	PUBLIC ED MATERIALS	2,845	88	5,000	3,600	1,450
101.221.56660	UNIFORMS/TURNOUT GEAR	15,225	38,619	65,000	45,000	25,981
101.221.56690	OTHER MATERIALS & SUPPLIES	15,852	8,397	40,000	40,000	10,842
101.221.56910	OFFICE EQUIPMENT < \$1,000	1,088	7,828	2,000	2,000	428
101.221.56920	COMPUTER EQUIPMENT/SOFTWARE <	6,025	9,569	7,500	7,500	5,165
101.221.56930	COMMUNICATIONS EQUIPMENT < \$1,00	2,154	46	2,000	2,000	-
101.221.56990	OTHER EQUIPMENT/ASSETS < \$1,000	2,252	-	15,000	17,800	9,778

POLICE

		2020 Actual	2021 Actual	2023	2022	Current year
		Expenses	Expenses	Appropriation	Appropriation	9/30/2022
TOTAL MATERIALS AND SUPPLIES		<u>75,314</u>	<u>137,317</u>	<u>201,800</u>	<u>165,400</u>	<u>63,111</u>
PROPERTY AND EQUIPMENT						
101.221.57210	OFFICE FURNITURE AND EQUIPMENT	-	1,438	5,000	5,000	8,861
101.221.57220	COMPUTER EQUIPMENT/SOFTWARE	44,358	79,127	180,000	\$2 150,000	21,435
101.221.57230	COMMUNICATIONS EQUIPMENT	75,663	81,489	25,000	30,000	-
101.221.57240	VEHICLES	109,489	193,346	35,000	Pe 235,000	64,799
101.221.57290	OTHER EQUIPMENT/ASSETS	15,431	33,214	80,000	80,000	36,949
TOTAL PROPERTY AND EQUIPMENT		<u>244,941</u>	<u>388,614</u>	<u>325,000</u>	<u>500,000</u>	<u>132,044</u>
GRAND TOTAL - POLICE DEPARTMENT		<u>\$ 10,617,974</u>	<u>\$ 11,280,022</u>	<u>\$ 13,467,000</u>	<u>\$ 12,730,300</u>	<u>\$ 8,052,925</u>

FIRE

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year Actual 9/30/2022
PERSONAL SERVICES - SALARIES & WAGES						
	Includes salary and other benefits					
101.231.51130	OTHER EXEMPT EMPLOYEES	\$ 258,580	\$ 270,628	\$ 288,000	\$ 277,000	\$ 211,990
101.231.51210	FULL-TIME EMPLOYEES	3,822,467	4,436,125	5,185,000	4,995,000	3,379,918
101.231.51220	PART-TIME EMPLOYEES	31,416	20,199	36,000	36,000	13,759
101.231.51230	OVERTIME	527,591	641,358	450,000	400,000	535,560
101.231.51310	LEAVE SETTLEMENTS	114,595	136,855	200,000	200,000	136,324
	TOTAL SALARIES AND WAGES	<u>4,754,649</u>	<u>5,505,165</u>	<u>6,159,000</u>	<u>5,908,000</u>	<u>4,277,551</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.231.52110	HEALTH COVERAGE	1,336,009	1,350,941	1,590,000	1,557,200	1,060,225
101.231.52120	GROUP LIFE AND DISABILITY INSURANCE	4,234	4,031	4,400	4,400	3,083
101.231.52130	WORKERS COMPENSATION	136,641	87,124	140,000	140,000	-
101.231.52210	PERS	30,015	30,696	36,000	35,000	22,262
101.231.52220	FIRE PENSION	1,112,743	1,188,382	1,295,000	1,285,000	864,356
101.231.52240	MEDICARE	71,514	76,749	83,000	79,500	61,297
101.231.52310	UNIFORM/CLOTHING ALLOWANCE	50,275	54,925	75,000	70,500	50,775
	TOTAL EMPLOYEE BENEFITS	<u>2,741,431</u>	<u>2,792,848</u>	<u>3,223,400</u>	<u>3,171,600</u>	<u>2,061,998</u>
PROFESSIONAL SERVICES						
101.231.53190	OTHER PROFESSIONAL SERVICES	-	1,285	4,000	4,000	-
	TOTAL PROFESSIONAL SERVICES	<u>-</u>	<u>1,285</u>	<u>4,000</u>	<u>4,000</u>	<u>-</u>
CONTRACTUAL SERVICES						
UTILITY AND SANITATION SERVICES						
101.231.54110	ELECTRIC	55,105	45,044	65,000	65,000	28,837
101.231.54120	NATURAL GAS	15,103	15,752	30,000	40,000	15,713
101.231.54130	WATER	39,924	36,748	48,000	50,000	36,275
MAINTENANCE AND REPAIR SERVICES						
101.231.54310	BUILDING MAINTENANCE & REPAIR	12,345	7,847	25,000	25,000	620
101.231.54390	OTHER EQUIPMENT MAINT. & REPAIR	50,924	51,367	54,000	50,000	53,840
OTHER CONTRACTUAL SERVICES						
101.231.54990	OTHER CONTRACTUAL SERVICES	7,355	16,031	35,000	35,000	7,855
	TOTAL CONTRACTUAL SERVICES	<u>180,756</u>	<u>172,789</u>	<u>257,000</u>	<u>265,000</u>	<u>143,140</u>
OTHER SERVICES AND EXPENSES						
101.231.55210	TELEPHONE/FAX COMMUNICATIONS	3,677	3,742	8,000	10,000	2,785
101.231.55290	OTHER COMMUNICATION	10,553	11,098	14,000	12,000	7,653
101.231.55310	EDUCATION AND TRAINING	20,757	4,939	30,000	30,000	9,706
101.231.55320	TRAVEL EXPENSES	1,612	3,626	15,000	20,000	1,624
101.231.55330	MEMBERSHIPS, DUES, LICENSES	11,115	9,627	17,000	15,000	10,250
101.231.55340	PROFESSIONAL/SOCIAL MEETINGS	-	-	1,000	1,000	20
101.231.55430	BUSINESS PRINTING	107	133	1,000	1,000	119
101.231.55990	OTHER SERVICES & EXPENSES	-	4,935	1,000	1,000	180
	TOTAL OTHER SERVICES & EXPENSES	<u>47,821</u>	<u>38,100</u>	<u>87,000</u>	<u>90,000</u>	<u>32,337</u>
MATERIALS & SUPPLIES						
101.231.56110	COFFEE, CREAM, SUGAR	559	1,260	1,400	1,200	753
101.231.56190	OTHER FOOD/GROCERY ITEMS	47	-	500	500	-
101.231.56210	POSTAGE	101	98	500	500	110
101.231.56220	PUBLICATIONS/SUBSCRIPTIONS	984	4,826	7,000	3,000	6,704
101.231.56290	OTHER OFFICE SUPPLIES	1,803	2,421	4,000	4,000	1,095
101.231.56310	BUILDING MATERIALS AND SUPPLIES	4,443	10,788	8,000	8,000	4,518
101.231.56610	MEDICAL SUPPLIES	23,897	16,874	29,000	29,000	7,791
101.231.56630	PUBLIC EDUCATION MATERIALS	1,000	4,048	7,000	7,000	4,472
101.231.56660	UNIFORM/TURNOUT GEAR	35,915	28,420	42,000	42,000	2,883
101.231.56690	OTHER MATERIALS AND SUPPLIES	9,849	11,851	20,000	20,000	11,251
EQUIPMENT < \$1,000						
101.231.56910	OFFICE EQUIPMENT < \$1,000	3,950	-	3,000	3,000	700
101.231.56920	COMPUTER EQUIPMENT < \$1,000	4,012	5,266	8,000	6,000	942
101.231.56930	COMMUNICATIONS EQUIPMENT < \$1,000	8,580	1,416	10,000	10,000	-
101.231.56990	OTHER EQUIPMENT/ASSETS < \$1,000	5,063	4,047	10,000	10,000	6,091
	TOTAL MATERIALS AND SUPPLIES	<u>100,203</u>	<u>91,315</u>	<u>150,400</u>	<u>144,200</u>	<u>47,310</u>
PROPERTY AND EQUIPMENT						
101.231.57210	OFFICE FURNITURE & EQUIPMENT	13,143	-	5,000	2,500	-
101.231.57220	COMPUTER HARDWARE/SOFTWARE	17,090	9,228	25,000	25,000	13,898
10.231.57230	COMMUNICATIONS EQUIPMENT	11,447	3,048	150,000	35,000	1,561
101.231.57240	VEHICLES	253,800	63,170	40,000	-	5,467
101.231.57290	OTHER EQUIPMENT/ASSETS	44,873	11,749	225,000	315,000	12,523
	TOTAL PROPERTY AND EQUIPMENT	<u>340,353</u>	<u>87,195</u>	<u>445,000</u>	<u>377,500</u>	<u>33,449</u>
	GRAND TOTAL - FIRE DEPARTMENT	<u>\$ 8,165,213</u>	<u>\$ 8,688,697</u>	<u>\$ 10,325,800</u>	<u>\$ 9,960,300</u>	<u>\$ 6,595,785</u>

PUBLIC WORKS DEPARTMENT

		2020 Actual	2021 Actual	2023	2022	Current year
		Expenses	Expenses	Appropriation	Appropriation	9/30/2022
						Actual
PERSONAL SERVICES - SALARIES AND WAGES						
<i>Includes salary and other benefits</i>						
101.341.51130	OTHER EXEMPT EMPLOYEES SALARIES	\$ 694,617	\$ 718,422	\$ 750,500	\$ 725,000	549,700
101.341.51210	FULL-TIME EMPLOYEES	3,115,676	3,126,290	3,260,000	3,210,000	2,414,926
101.341.51220	PART-TIME EMPLOYEES	139,376	110,798	200,000	220,000	92,372
101.341.51230	OVERTIME	255,421	238,249	380,000	380,000	288,494
101.341.51310	LEAVE SETTLEMENTS	96,536	62,330	100,000	70,000	124,582
	TOTAL SALARIES AND WAGES	<u>4,301,626</u>	<u>4,256,089</u>	<u>4,690,500</u>	<u>4,605,000</u>	<u>3,470,074</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.341.52110	HEALTH COVERAGE	1,257,610	1,212,555	1,273,000	1,300,000	952,107
101.341.52120	GROUP LIFE AND DISABILITY INSURANCE	24,515	21,882	27,000	27,000	17,013
101.341.52130	WORKERS COMPENSATION	109,003	57,483	115,000	115,000	-
101.341.52140	UNEMPLOYMENT COMPENSATION	10,634	706	10,000	30,000	-
101.341.52210	PERS	570,262	565,022	655,000	644,000	419,862
101.341.52240	MEDICARE	60,028	59,767	68,500	67,000	50,111
101.341.52310	UNIFORM/CLOTHING ALLOWANCE	66,147	67,128	70,000	68,000	51,953
	TOTAL EMPLOYEE BENEFITS	<u>2,098,199</u>	<u>1,984,543</u>	<u>2,218,500</u>	<u>2,251,000</u>	<u>1,491,046</u>
PROFESSIONAL SERVICES						
101.341.53130	ENGINEERING SERVICES	42,707	36,153	80,000	70,000	14,547
101.341.53190	OTHER PROFESSIONAL SERVICES	15,345	15,600	20,000	20,000	9,600
	TOTAL PROFESSIONAL SERVICES	<u>58,052</u>	<u>51,753</u>	<u>100,000</u>	<u>90,000</u>	<u>24,147</u>
CONTRACTUAL SERVICES						
UTILITY & SANITATION SERVICES						
101.342.54110	ELECTRIC	288,466	245,509	315,000	330,000	159,120
101.342.54120	NATURAL GAS	82,759	82,560	125,000	125,000	54,652
101.342.54130	WATER / SEWER	43,376	32,974	58,000	58,000	30,312
101.345.54140	REFUSE DISPOSAL/HAULING	174,966	207,326	235,000	245,000	128,482
RENTALS AND LEASES						
101.342.54240	OTHER EQUIPMENT	4,071	-	10,000	10,000	991
101.342.54290	OTHER RENTALS & LEASES	998	1,764	2,300	2,000	1,149
MAINTENANCE AND REPAIR SERVICES						
101.342.54310	BUILDING MAINTENANCE & REPAIRS	289,141	246,076	350,000	300,000	122,084
101.342.54320	GROUNDS MAINTENANCE & REPAIR	23,881	34,260	238,000	55,000	26,600
101.344.54360	OTHER STREETS/SIDEWALKS/SEWER REP.	89,477	83,634	280,000	130,000	76,650
101.343.54370	VEHICLE MAINTENANCE	53,679	109,091	180,000	130,000	90,303
101.342.54390	OTHER EQUIPMENT MAINT. & REPAIR	20,671	84,829	60,000	30,000	24,919
OTHER CONTRACTUAL SERVICES						
101.341.54990	OTHER CONTRACTUAL SERVICES	16,721	8,739	20,000	160,000	4,096
	TOTAL CONTRACTUAL SERVICES	<u>1,088,206</u>	<u>1,136,762</u>	<u>1,873,300</u>	<u>1,575,000</u>	<u>719,358</u>
OTHER SERVICES AND EXPENSES						
COMMUNICATIONS						
101.341.55210	TELEPHONE/FAX COMMUNICATIONS	3,554	3,885	6,000	6,500	2,895
101.341.55290	OTHER COMMUNICATION EXPENSE	838	883	1,000	1,000	694
EMPLOYEE BUSINESS EXPENSES						
101.341.55310	EDUCATION & TRAINING	8,054	10,823	8,000	8,000	947
101.341.55320	TRAVEL EXPENSES	368	130	5,000	5,000	2,589
101.341.55330	MEMBERSHIPS, DUES, LICENSES	10,567	14,206	20,000	10,000	11,898
101.342.55340	PROFESSIONAL/SOCIAL MEETINGS	-	-	200	200	120
PRINTING						
101.341.55430	BUSINESS PRINTING	2,552	259	1,000	1,000	-
101.341.55990	OTHER SERVICES AND EXPENSES	-	178	-	-	1,260
	TOTAL OTHER SERVICES & EXPENSES	<u>25,933</u>	<u>30,364</u>	<u>41,200</u>	<u>31,700</u>	<u>20,403</u>
MATERIALS AND SUPPLIES						
101.341.56110	COFFEE, CREAM, SUGAR	775	481	1,000	1,000	306
101.341.56210	POSTAGE	93	141	200	200	63
101.341.56220	PUBLICATIONS/SUBSCRIPTIONS	-	237	1,000	1,000	-
101.341.56290	OTHER OFFICE SUPPLIES	5,085	4,702	6,500	7,000	3,001
101.342.56310	BUILDING MATERIALS & SUPPLIES	113,750	55,892	90,000	90,000	51,309
101.342.56320	GROUNDS MATERIALS & SUPPLIES	117,709	159,608	140,000	155,000	78,112
VEHICLE & EQUIP. MATERIALS & SUPPLIES						
101.343.56410	GASOLINE	216,016	279,671	500,000	500,000	305,855
101.342.56420	TIRES	42,395	61,436	55,000	55,000	31,715
101.342.56430	VEHICLE PARTS	182,200	182,373	220,000	190,000	258,994
101.342.56490	OTHER VEHICLE & EQUIP. SUPPLIES	149,523	208,617	225,000	225,000	162,082
OTHER MATERIALS AND SUPPLIES						
101.344.56510	SALT	318,579	405,993	500,000	500,000	390,609
101.342.56520	CONCRETE/ASPHALT	50,835	70,753	100,000	85,000	73,845
101.344.56590	OTHER STREETS/SIDEWALKS/SEWERS	54,948	40,002	80,000	80,000	62,699
101.341.56660	UNIFORMS / CLOTHING	27,257	23,342	30,000	60,000	16,061

PUBLIC WORKS DEPARTMENT

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year 9/30/2022 Actual
101.341.56690	OTHER MATERIALS AND SUPPLIES	27,702	43,796	40,000	25,000	26,963
EQUIPMENT < \$1,000						
101.341.56910	OFFICE EQUIPMENT < \$1,000	-	-	500	600	582
101.341.56920	COMPUTER EQUIPMENT < \$1,000	2,615	7,393	4,000	2,000	6,835
101.341.56930	COMMUNICATIONS EQUIPMENT < \$1,000	-	-	-	500	-
101.342.56990	OTHER EQUIPMENT/ASSETS < \$1,000	8,251	5,456	15,000	15,000	11,235
	TOTAL MATERIALS AND SUPPLIES	<u>1,317,733</u>	<u>1,549,893</u>	<u>2,008,200</u>	<u>1,992,300</u>	<u>1,480,266</u>
PROPERTY AND EQUIPMENT						
101.344.57220	COMPUTER HARDWARE/SOFTWARE	75,746	9,338	10,000	10,000	2,790
101.341.57230	COMMUNICATIONS EQUIPMENT	-	-	5,000	5,000	-
101.344.57240	VEHICLES	175,602	570,800	460,000	\$ 375,000	-
101.342.57290	OTHER CAPITAL ASSETS	123,579	46,586	245,000	\$ 420,000	379,804
	TOTAL PROPERTY AND EQUIP.	<u>374,927</u>	<u>626,724</u>	<u>720,000</u>	<u>810,000</u>	<u>382,594</u>
GRAND TOTAL - SERVICE DEPARTMENT		<u>\$ 9,264,676</u>	<u>\$ 9,636,128</u>	<u>\$ 11,651,700</u>	<u>\$ 11,355,000</u>	<u>\$7,587,888</u>

Recreation Admin

(Human Resources, REC Admin, & Rec Other combined)

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	9/30/2022 Actual
PERSONAL SERVICES - SALARIES AND WAGES						
	Includes salary and other benefits					
101.511.51130	OTHER EXEMPT EMPLOYEES	\$ 619,624	\$ 467,101	\$ 489,300	\$ 470,100	\$ 337,539
101.511.51210	FULL-TIME EMPLOYEES	145,644	152,074	162,600	153,800	135,229
101.511.51220	PART-TIME EMPLOYEES	55,312	107,953	190,000	192,000	114,137
101.511.51230	OVERTIME	508	4,826	6,000	12,000	988
101.511.51310	LEAVE SETTLEMENTS	35,870	175,363	40,000	40,000	33,343
	TOTAL PERSONAL SERVICES	<u>856,958</u>	<u>907,317</u>	<u>887,900</u>	<u>867,900</u>	<u>621,236</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.511.52110	HEALTH COVERAGE	202,184	174,511	195,000	175,000	145,044
101.511.52120	GROUP LIFE & DISABILITY INSURANCE	6,975	5,278	7,000	6,500	4,323
101.511.52130	WORKERS COMPENSATION	24,641	26,569	25,000	25,000	4,487
101.511.52140	UNEMPLOYMENT	19,713	1,754	10,000	20,000	-
101.511.52210	PERS	110,844	99,732	126,000	120,000	73,951
101.511.52240	MEDICARE	11,933	12,696	13,100	13,000	8,883
	TOTAL EMPLOYEE BENEFITS	<u>376,290</u>	<u>320,540</u>	<u>376,100</u>	<u>359,500</u>	<u>236,688</u>
PROFESSIONAL SERVICES						
101.511.53140	ACCOUNTING & FINANCIAL SERVICES	9,113	10,750	25,000	25,000	14,914
101.511.53190	OTHER PROFESSIONAL SERVICES	765	540	5,000	5,000	3,100
	TOTAL PROFESSIONAL SERVICES	<u>9,878</u>	<u>11,290</u>	<u>30,000</u>	<u>30,000</u>	<u>18,014</u>
CONTRACTUAL SERVICES						
RENTALS AND LEASES						
101.511.54290	OTHER RENTS & LEASES	143,840	21,912	10,000 re	38,000	9,249
MAINTENANCE AND REPAIR SERVICES						
101.511.54310	BUILDING MAINTENANCE & REPAIR	-	-	10,000	10,000	-
101.511.54330	COMMUNITY CENTER MAINT & REPAIR	4,083	220	-	-	-
101.511.54390	OTHER EQUIPMENT MAINT. & REPAIR	2,641	2,946	8,000	8,000	2,851
CONTRACT SERVICES						
101.511.54410	INSTRUCTORS/SPEAKERS/ENTERTAIN.	40,981	125,047	250,000 \$	216,000	127,767
101.441.54420	ADMISSIONS	1,286	2,160	145,000 fo	136,500	3,106
101.441.54430	TRANSPORTATION	5,129	-	35,000	30,000	2,750
OTHER CONTRACTUAL SERVICES						
101.511.54990	OTHER CONTRACTUAL SERVICES	3,423	12,484	25,000 \$	4,000	2,918
	TOTAL CONTRACTUAL SERVICES	<u>201,383</u>	<u>164,769</u>	<u>483,000</u>	<u>442,500</u>	<u>148,641</u>
OTHER SERVICES AND EXPENSES						
101.511.55210	TELEPHONE/FAX COMMUNICATION	6,334	6,309	8,500	8,500	3,701
101.511.55310	EDUCATION & TRAINING	345	479	5,500 ac	5,000	2,220
101.511.55320	TRAVEL EXPENSES	1,375	6,324	9,000 ac	6,200	1,402
101.511.55330	MEMBERSHIPS, DUES, LICENSES	960	1,135	1,500	1,500	872
101.511.55340	PROFESSIONAL/SOCIAL MEETINGS	9	60	300	300	-
101.511.55420	RECREATION PUBLICATIONS	9,677	8,196	36,000	36,000	7,574
101.511.55430	BUSINESS PRINTING	333	4,159	7,500	5,500	5,761
101.511.55590	OTHER ADVERTISING	50	-	22,000 \$	2,000	250
101.511.55990	OTHER SERVICES AND EXPENSES	229	983	1,000	1,000	550
	TOTAL OTHER SERVICES & EXPENSES	<u>19,312</u>	<u>27,645</u>	<u>91,300</u>	<u>66,000</u>	<u>22,330</u>
MATERIALS AND SUPPLIES						
101.511.56110	COFFEE, CREAM, SUGAR	130	312	1,000	2,000	184
101.511.56190	OTHER FOOD/GROCERY ITEMS	8,803	10,787	37,500 \$	37,500	15,802
101.511.56210	POSTAGE	4,636	5,904	17,000	17,000	3,324
101.511.56220	PUBLICATIONS/SUBSCRIPTIONS	39	833	500	500	224
101.511.56290	OTHER OFFICE SUPPLIES	2,473	4,123	6,600	6,600	1,985
101.511.56650	SPORTS SHIRTS	3,032	5,060	7,000	6,000	3,761
101.511.56660	UNIFORMS	152	1,392	2,000	700	1,455
101.511.56690	OTHER MATERIALS AND SUPPLIES	22,458	31,227	45,000	41,000	19,560
101.511.56910	OFFICE EQUIPMENT < \$1,000	-	608	1,000	1,000	-
101.511.56920	COMPUTER EQUIP./SOFTWARE < \$1,000	2,680	3,466	3,500	3,500	4,044
101.511.56990	OTHER EQUIPMENT/ASSETS < \$1,000	-	799	2,000	1,500	-
	TOTAL MATERIALS & SUPPLIES	<u>44,403</u>	<u>64,511</u>	<u>123,100</u>	<u>117,300</u>	<u>50,339</u>
PROPERTY AND EQUIPMENT						
101.511.57220	COMPUTER HARDWARE/SOFTWARE	4,545	5,404	6,000	6,000	7,321
101.511.57290	OTHER EQUIPMENT/ASSET	1,333	-	2,000	2,000	-
	TOTAL PROPERTY AND EQUIPMENT	<u>5,878</u>	<u>5,404</u>	<u>8,000</u>	<u>8,000</u>	<u>7,321</u>
GRAND TOTAL - RECREATION ADMIN.						
		<u>\$ 1,514,102</u>	<u>\$ 1,501,476</u>	<u>\$ 1,999,400</u>	<u>\$ 1,891,200</u>	<u>\$ 1,104,569</u>

RECREATION CAMP

	2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year 9/30/2022 Actual
PERSONAL SERVICES - SALARIES AND WAGES					
101.512.51220 PART-TIME/SEASONAL EMPLOYEES	\$ 5,591	\$ 190,466	\$ 385,000	\$ 344,000	\$ 315,356
TOTAL PERSONAL SERVICES	<u>5,591</u>	<u>190,466</u>	<u>385,000</u>	<u>344,000</u>	<u>315,356</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS					
101.512.52140 UNEMPLOYMENT	2,152	65	5,000	17,000	-
101.512.52210 PERS	783	26,695	54,000	48,500	44,080
101.512.52240 MEDICARE	81	2,762	5,500	5,100	4,572
TOTAL EMPLOYEE BENEFITS	<u>3,016</u>	<u>29,522</u>	<u>64,500</u>	<u>70,600</u>	<u>48,652</u>
CONTRACTUAL SERVICES					
RENTS & LEASES					
101.512.54290 OTHER RENTS AND LEASES	-	650	2,500	2,500	-
RECREATION CONTRACT SERVICES					
101.512.54410 INSTRUCTORS/SPEAKERS/ENTERTAIN	376	15,321	24,000	20,000	12,169
101.512.54420 ADMISSIONS	1,212	32,940	90,000	70,000	65,298
101.512.54430 TRANSPORTATION	-	16,372	45,000	45,000	-
TOTAL CONTRACTUAL SERVICES	<u>1,588</u>	<u>65,283</u>	<u>161,500</u>	<u>137,500</u>	<u>77,467</u>
OTHER SERVICES AND EXPENSES					
PRINTING					
101.512.55420 RECREATION PUBLICATIONS	2,237	-	- M	2,000	-
101.512.55430 BUSINESS PRINTING	-	-	- M	500	-
ADVERTISING					
101.512.55590 OTHER ADVERTISING	1,531	-	- M	2,000	-
TOTAL OTHER SERVICES & EXPENSES	<u>3,768</u>	<u>-</u>	<u>-</u>	<u>4,500</u>	<u>-</u>
MATERIALS AND SUPPLIES					
FOOD/GROCERY ITEMS					
101.512.56190 OTHER FOOD/GROCERY ITEMS	477	4,914	13,000	10,000	7,504
OFFICE SUPPLIES					
101.512.56210 POSTAGE	336	-	- M	700	-
101.512.56290 OTHER OFFICE SUPPLIES	-	-	- M	500	80
OTHER MATERIALS & SUPPLIES					
101.512.56650 CAMP SHIRTS	1,114	6,114	15,000	10,000	7,757
101.512.56690 OTHER MATERIALS AND SUPPLIES	5,450	10,514	15,000	12,000	7,950
EQUIPMENT < \$1,000					
101.512.56990 OTHER EQUIPMENT/ASSETS < \$1,000	-	-	-	500	-
TOTAL MATERIALS AND SUPPLIES	<u>7,377</u>	<u>21,542</u>	<u>43,000</u>	<u>33,700</u>	<u>23,291</u>
GRAND TOTAL - RECREATION CAMPS	<u>\$ 21,340</u>	<u>\$ 306,813</u>	<u>\$ 654,000</u>	<u>\$ 590,300</u>	<u>\$ 464,766</u>

RECREATION POOLS & PARKS

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriations	2022 Appropriations	Current year 9/30/2022 Actual
PERSONAL SERVICES - SALARIES AND WAGES						
101.531.51220	PART-TIME/SEASONAL EMPLOYEES	\$ 4,269	\$ 168,884	\$ 335,000	\$ 335,000	\$ 292,361
	TOTAL PERSONAL SERVICES	<u>4,269</u>	<u>168,884</u>	<u>335,000</u>	<u>335,000</u>	<u>292,361</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.531.52140	UNEMPLOYMENT	850	-	-	-	-
101.531.52210	PERS	598	23,644	48,000	47,400	39,709
101.531.52240	MEDICARE	62	2,449	4,800	4,100	4,239
	TOTAL EMPLOYEE BENEFITS	<u>1,510</u>	<u>26,093</u>	<u>52,800</u>	<u>51,500</u>	<u>43,948</u>
CONTRACTUAL SERVICES						
UTILITIES						
101.531.54110	ELECTRIC	12,984	38,511	50,000	53,000	32,509
101.531.54120	NATURAL GAS	4,251	15,173	20,000	20,000	16,300
101.531.54130	WATER/SEWER	1,986	7,547	17,000	18,000	6,880
101.531.54310	BUILDING MAINTENANCE & REPAIR	-	1,800	3,500	3,500	1,600
101.531.54320	GROUPS MAINTENANCE	2,730	1,263	8,500 pc	2,000	6,500
101.531.54340	POOL MAINTENANCE AND REPAIR SE	27,233	73,521	110,000	100,000	49,174
101.531.54350	FIELD/PARKS MAINT & REPAIR	700	38,049	8,000	8,000	8,197
101.531.54390	OTHER EQUIPMENT MAINTENANCE	344	1,210	4,000	4,000	287
RECREATION CONTRACT SERVICES						
101.531.54410	INSTRUCTORS/SPEAKERS	-	400	2,500	2,500	875
	TOTAL CONTRACTUAL SERVICES	<u>50,228</u>	<u>177,474</u>	<u>223,500</u>	<u>211,000</u>	<u>122,322</u>
OTHER SERVICES AND EXPENSES						
COMMUNICATIONS						
101.531.55210	TELEPHONE/FAX COMMUNICATION	131	134	300	300	101
EMPLOYEE BUSINESS EXPENSES						
101.531.55310	EDUCATION & TRAINING	-	375	800	800	420
101.531.55330	MEMBERSHIPS, DUES, LICENSES	235	778	1,000 fo	1,000	685
PRINTING						
101.531.55420	RECREATION PUBLICATIONS	1,011	-	- M	900	-
101.531.55430	BUSINESS PRINTING	478	410	- M	900	-
	TOTAL OTHER SERVICES AND EXPENSES	<u>1,855</u>	<u>1,697</u>	<u>2,100</u>	<u>3,900</u>	<u>1,206</u>
MATERIALS AND SUPPLIES						
101.531.56210	POSTAGE	336	-	- M	400	-
101.531.56220	PUBLICATIONS/SUBSCRIPTIONS	-	232	500	1,000	108
101.531.56290	OTHER OFFICE SUPPLIES	52	-	-	-	164
101.531.56310	BUILDING MATERIALS & SUPPLIES	-	668	-	-	-
101.531.56320	GROUPS MATERIALS & SUPPLIES	300	4,616	1,000	1,000	-
101.531.56640	POOL MATERIALS AND SUPPLIES	-	45,220	55,000	45,000	49,456
OTHER MATERIALS & SUPPLIES						
101.531.56660	UNIFORMS	5,877	719	10,000	8,000	5,391
101.531.56690	OTHER MATERIALS AND SUPPLIES	5,792	13,647	14,000	13,000	10,115
EQUIPMENT < \$1,000						
101.531.56990	OTHER EQUIPMENT/ASSETS < \$1,000	4,260	4,388	4,500	3,500	4,599
	TOTAL MATERIALS AND SUPPLIES	<u>16,617</u>	<u>69,490</u>	<u>85,000</u>	<u>71,900</u>	<u>69,833</u>
PROPERTY AND EQUIPMENT						
101.531.57290	OTHER EQUIPMENT/ASSETS	57,884	4,665	97,500 \$	7,500	3,575
	TOTAL PROPERTY AND EQUIPMEN	<u>57,884</u>	<u>4,665</u>	<u>97,500</u>	<u>7,500</u>	<u>3,575</u>
	GRAND TOTAL - REC. POOLS & PARKS	<u>\$ 132,363</u>	<u>\$ 448,303</u>	<u>\$ 795,900</u>	<u>\$ 680,800</u>	<u>\$ 533,245</u>

BUILDING

		2020 Actual Expenses	2021 Actual Expenses	2023 Appropriation	2022 Appropriation	Current year 9/30/2022 Actual
PERSONAL SERVICES - SALARIES AND WAGES						
	<i>Includes salary and other benefits</i>					
101.611.51120	BOARDS AND COMMISSIONS SALARIES	\$ 3,219	\$ 3,219	\$ 5,000	\$ 5,000	\$ 1,827
11.611.51130	OTHER EXEMPT EMPLOYEES	357,162	330,312	355,600	343,500	264,688
101.611.51210	FULL-TIME EMPLOYEES	476,228	450,291	509,900	547,800	378,142
101.611.51220	PART-TIME EMPLOYEES	8,951	5,456	50,000	10,000	24,834
101.611.51230	OVERTIME	55	221	5,000	5,000	106
101.611.51310	LEAVE SETTLEMENTS	16,006	20,399	25,000	25,000	16,629
	TOTAL SALARIES AND WAGES	<u>861,621</u>	<u>809,898</u>	<u>950,500</u>	<u>936,300</u>	<u>686,226</u>
PERSONAL SERVICES - EMPLOYEE BENEFITS						
101.611.52110	HEALTH COVERAGE	174,656	131,023	129,100	135,000	96,282
101.611.52120	GROUP LIFE & DISABILITY INSURANCE	7,708	6,500	7,500	7,100	5,421
101.611.52130	WORKERS COMPENSATION	25,729	10,935	20,000	25,000	-
101.611.52140	UNEMPLOYMENT COMPENSATION	3,525	-	5,000	5,000	-
101.611.52210	PERS	114,245	101,712	130,000	130,000	79,718
101.611.52240	MEDICARE	12,100	11,432	14,000	13,500	9,916
101.611.52310	UNIFORM/CLOTHING ALLOWANCE	-	1,000	1,000	1,200	1,000
	TOTAL EMPLOYEE BENEFITS	<u>337,963</u>	<u>262,602</u>	<u>306,600</u>	<u>316,800</u>	<u>192,337</u>
PROFESSIONAL SERVICES						
101.611.53120	ARCHITECTURAL SERVICES	39,256	62,012	80,000	80,000	34,167
101.611.53130	ENGINEERING SERVICES	17,152	72,757	80,000	80,000	49,187
101.611.53190	OTHER PROFESSIONAL SERVICES	22,880	103,139	8,000	80,000	48,000
101.611.53210	COMPUTER CONSULTING SERVICES	-	-	-	-	-
	TOTAL PROFESSIONAL SERVICES	<u>79,288</u>	<u>237,908</u>	<u>168,000</u>	<u>240,000</u>	<u>131,354</u>
CONTRACTUAL SERVICES						
MAINTENANCE AND REPAIR SERVICES						
101.611.54310	BUILDING MAINTENANCE & REPAIR	-	-	4,000	4,000	-
101.611.54370	VEHICLE MAINTENANCE	-	-	200	200	-
101.611.54390	OTHER EQUIPMENT MAINT. & REPAIR	1,741	2,203	5,000	5,000	696
OTHER CONTRACT SERVICES						
101.611.54990	OTHER CONTRACTUAL SERVICES	975	1,050	8,000	5,000	1,644
	TOTAL CONTRACTUAL SERVICES	<u>2,716</u>	<u>3,253</u>	<u>17,200</u>	<u>14,200</u>	<u>2,340</u>
OTHER SERVICES AND EXPENSES						
101.611.55210	TELEPHONE/FAX COMMUNICATIONS	4,801	6,774	8,000	8,000	4,223
101.611.55310	EDUCATION & TRAINING	1,198	215	4,000	5,000	799
101.611.55320	TRAVEL EXPENSES	71	-	2,000	3,500	-
101.611.55330	MEMBERSHIPS, DUES, LICENSES	4,108	4,874	6,000	6,800	495
101.611.55340	PROFESSIONAL/SOCIAL MEETINGS	-	-	-	500	-
101.611.55430	BUSINESS PRINTING	1,659	1,409	4,000	5,000	638
101.611.55590	OTHER ADVERTISING	30,338	22,114	-	4,000	-
101.611.55920	INCENTIVE PROGRAMS	171,026	117,561	-	851,000	38,242
	TOTAL OTHER SERV. & EXPENSES	<u>213,201</u>	<u>152,947</u>	<u>24,000</u>	<u>883,800</u>	<u>44,397</u>
MATERIALS AND SUPPLIES						
FOOD/GROCERY ITEMS						
101.611.56110	COFFEE, CREAM, SUGAR	351	479	700	700	421
101.611.56190	OTHER FOOD/GROCERY ITEMS	-	219	-	1,000	-
101.611.56210	POSTAGE	2,409	2,568	3,400	3,400	1,648
101.611.56220	PUBLICATIONS/SUBSCRIPTIONS	2,338	875	3,000	3,000	732
101.611.56290	OTHER OFFICE SUPPLIES	1,651	4,376	4,500	4,500	1,356
101.611.56660	UNIFORMS	1,959	2,733	2,000	2,000	-
101.611.56690	OTHER MATERIALS AND SUPPLIES	215	128	1,000	1,000	22
101.611.56910	OFFICE EQUIPMENT < \$1,000	-	-	500	500	-
101.611.56920	COMPUTER EQUIPMENT < \$1,000	5,079	1,814	2,500	2,500	442
101.611.56990	OTHER EQUIPMENT < \$1,000	-	-	-	-	-
	TOTAL MATERIALS AND SUPPLIES	<u>14,002</u>	<u>13,192</u>	<u>17,600</u>	<u>18,600</u>	<u>4,621</u>
PROPERTY AND EQUIPMENT						
101.611.57220	COMPUTER HARDWARE/SOFTWARE	9,647	51,178	50,000	50,000	11,332
101.611.57240	VEHICLES	-	30,000	-	35,000	-
101.611.57290	OTHER EQUIPMENT/ASSETS	-	-	2,000	1,500	-
	TOTAL PROPERTY AND EQUIPMENT	<u>9,647</u>	<u>81,178</u>	<u>52,000</u>	<u>86,500</u>	<u>11,332</u>
NON-GOVERNMENT CHARGES						
101.611.59910	COMMERCIAL PERMIT TAX	544	909	2,000	2,000	503
	TOTAL NON-GOVERNMENT CHARGES	<u>544</u>	<u>909</u>	<u>2,000</u>	<u>2,000</u>	<u>503</u>
	GRAND TOTAL - BUILDING DEPARTMENT	<u>\$ 1,518,982</u>	<u>\$ 1,561,887</u>	<u>\$ 1,537,900</u>	<u>\$ 2,498,200</u>	<u>\$1,073,110</u>

**CITY OF BEACHWOOD
2023 GENERAL FUND REVENUE BUDGET**

														2023	
	YTD Actual Revenue	Projected January	Projected February	Projected March	Projected April	Projected May	Projected June	Projected July	Projected August	Projected September	Projected October	Projected November	Projected December	2023 Projection	Original Budget
General Fund															
Local Taxes															
Property Taxes	0.00	125,000.00	1,150,000.00	270,000.00	0.00	0.00	0.00	190,000.00	1,185,000.00	0.00	0.00	0.00	0.00	2,920,000.00	2,920,000.00
Municipal Income Tax	0.00	2,750,000.00	3,350,000.00	2,400,000.00	2,800,000.00	4,800,000.00	3,750,000.00	2,700,000.00	2,900,000.00	2,500,000.00	2,900,000.00	2,500,000.00	2,600,000.00	35,950,000.00	35,950,000.00
Other Local Taxes	0.00	75,000.00	75,000.00	75,000.00	70,000.00	70,000.00	75,000.00	80,000.00	85,000.00	75,000.00	70,000.00	80,000.00	70,000.00	900,000.00	900,000.00
Intergovernmental Revenues															
Local Government Fund	0.00	15,000.00	15,000.00	14,000.00	15,000.00	15,000.00	15,000.00	14,976.00	15,000.00	14,000.00	15,000.00	14,000.00	15,000.00	176,976.00	176,796.00
Other Intergovernmental Revenue	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00	18,000.00	0.00	200.00	22,000.00	22,000.00
Rollbacks/Homestead	0.00	0.00	0.00	0.00	0.00	99,000.00	0.00	0.00	0.00	0.00	99,000.00	0.00	0.00	198,000.00	198,000.00
Miscellaneous	0.00	0.00	0.00	1,500.00	0.00	2,500.00	0.00	0.00	0.00	0.00	2,000.00	3,000.00	0.00	9,000.00	9,000.00
Charges For Services															
General Government	0.00	145,000.00	140,000.00	155,000.00	155,000.00	120,000.00	125,000.00	120,000.00	125,000.00	125,000.00	125,000.00	130,000.00	135,000.00	1,600,000.00	1,600,000.00
Recreation Programs	0.00	75,000.00	85,000.00	290,000.00	60,000.00	125,000.00	85,000.00	65,000.00	10,000.00	20,000.00	15,000.00	20,000.00	50,000.00	900,000.00	900,000.00
Miscellaneous	0.00	0.00	300.00	300.00	300.00	300.00	300.00	0.00	300.00	300.00	300.00	300.00	300.00	3,000.00	3,000.00
Fines, Permits, and Licenses															
Fines and Forfeitures	0.00	15,000.00	15,000.00	15,000.00	15,000.00	16,000.00	16,000.00	16,000.00	15,000.00	16,000.00	15,000.00	15,000.00	16,000.00	185,000.00	185,000.00
Permits and Licenses	0.00	90,000.00	90,000.00	100,000.00	110,000.00	105,000.00	95,000.00	90,000.00	95,000.00	95,000.00	90,000.00	70,000.00	70,000.00	1,100,000.00	1,100,000.00
Miscellaneous Revenue															
Miscellaneous Revenue	0.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	540,000.00	540,000.00
Sale of Assets															
Sale of Assets	0.00	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	5,000.00	5,000.00	6,000.00	4,000.00	4,000.00	3,000.00	3,000.00	58,000.00	58,000.00
Non-Revenue Receipts															
Reimbursements	0.00	15,000.00	30,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00	30,000.00	330,000.00	330,000.00
Refunds	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00	18,000.00
Other Non-Revenue Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total General Fund	0.00	3,361,500.00	4,999,800.00	3,403,300.00	3,302,800.00	5,440,300.00	4,237,800.00	3,357,476.00	4,508,600.00	2,930,800.00	3,424,800.00	2,911,800.00	3,031,000.00	44,909,976.00	44,909,796.00

Note: Above figures are net of advances and transfers.

Property Taxes

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	125,000.00	1,150,000.00	270,000.00	0.00	0.00	0.00	190,000.00	1,185,000.00	0.00	0.00	0.00	0.00	2,920,000.00
2023				-	-	-							
2022	123,000.00	1,132,000.00	315,343.79				191,000.00	1,183,236.99					2,944,580.78
2021	124,000.00	1,145,000.00	198,545.77				308,000.00	1,055,887.02					2,831,432.79
2020	166,000.00	1,198,000.00	177,641.58				21,000.00	423,000.00	816,178.61	-	-	-	2,801,820.19
2019	177,000.00	1,148,000.00	163,457.19	0.00	0.00	0.00	431,000.00	854,089.45	0.00	0.00	0.00	18,903.47	2,792,450.11
2018	356,000.00	886,000.00	175,672.07	4,169.00	-	-	666,000.00	462,201.67	-	-			2,550,042.74
2017	215,000.00	1,023,000.00	140,229.43	0.00	11,000.00	0.00	341,000.00	834,208.58	0.00	0.00		61.33	2,564,499.34
2016	202,000.00	954,000.00	133,818.49	0.00	1,000.00	0.00	790,000.00	382,702.43	0.00	0.00	0.00	0.00	2,463,520.92
2015	225,000.00	933,000.00	0.00	121,750.57	0.00	0.00	734,000.00	322,011.64	0.00	0.00	0.00	0.00	2,335,762.21
2014	148,925.00	1,149,775.00	159,331.25	0.00	0.00	0.00	720,575.00	296,000.00	136.04	55,118.02	0.00	0.00	2,529,860.31
2013	276,575.00	841,750.00	6,290.78	138,930.76	16,650.00	493.53	597,729.44	426,425.00	69,054.44	0.00	0.00	0.00	2,373,898.95
2012	211,825.00	839,900.00	183,366.65	0.00	27,750.00	1,067.10	348,148.85	659,525.00	99,644.98	0.00	0.00	6,402.61	2,377,630.19
2011	444,925.00	518,000.00	15,580.50	117,417.27	12,950.00	16,698.27	647,463.86	407,000.00	408.00	69,078.84	25,900.00	9,603.91	2,285,025.65
2010	431,975.00	693,750.00	10,175.00	115,039.33	1,850.00	28,456.02	1,029,652.75	0.00	130,778.19	8,591.49	122,693.10	0.00	2,572,960.88
2009	409,775.00	751,285.00	119,055.88	0.00	14,401.71	27,871.59	1,009,774.95	0.00	218,993.97	63,766.84	83,614.75	0.00	2,698,539.69
2008	396,825.00	750,175.00	0.00	90,120.66	32,975.48	1,850.00	1,138,443.20	38,611.22	60,076.42	87,866.96	62,952.30	0.00	2,659,896.24
2007	377,400.00	879,675.00	6,711.34	0.00	54,886.04	35,074.43	830,874.45	298,775.00	55,778.91	77,006.66	113,113.17	5,751.70	2,735,046.70

Municipal Income Tax

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	2,750,000.00	3,350,000.00	2,400,000.00	2,800,000.00	4,800,000.00	3,750,000.00	2,700,000.00	2,900,000.00	2,500,000.00	2,900,000.00	2,500,000.00	2,600,000.00	35,950,000.00
2023													
2022	2,726,087.04	3,230,117.40	2,478,200.65	2,524,131.56	4,713,530.30	3,847,537.45	2,943,109.09	2,420,396.40	2,502,756.14	2,923,783.49			30,309,649.52
2021	1,703,337.48	4,064,989.94	2,374,010.17	2,884,407.70	4,399,616.66	3,105,286.43	2,665,694.37	2,259,765.75	2,306,191.83	2,964,743.47	2,037,058.87	2,470,921.97	33,236,024.64
2020	2,024,192.20	3,105,179.50	2,382,459.95	3,086,995.75	3,493,971.09	3,093,100.14	2,258,675.89	3,017,391.90	2,531,538.66	3,082,129.70	2,735,757.80	2,030,167.53	32,841,560.11
2019	2,882,336.65	2,894,179.02	2,491,825.23	2,618,978.98	4,508,777.27	3,890,743.41	2,567,387.98	2,437,916.20	2,220,316.04	2,920,554.20	3,090,478.15	2,164,808.00	34,688,301.13
2018	2,848,669.19	2,966,804.64	2,384,376.92	2,597,048.04	3,184,829.08	3,933,010.90	2,613,050.33	2,369,046.66	2,379,681.10	2,576,665.19	1,852,524.31	2,388,094.13	32,093,800.49
2017	2,496,900.87	2,981,107.25	2,082,667.35	2,678,864.84	2,801,846.89	3,217,885.54	2,740,922.75	2,315,503.25	2,284,760.30	2,797,192.50	2,603,790.04	1,547,832.46	30,549,274.04
2016	2,432,885.68	2,435,264.35	3,317,767.41	2,431,495.55	3,834,264.00	3,184,431.27	2,413,330.19	2,336,312.03	2,413,646.30	2,553,883.24	2,567,610.10	2,397,245.52	32,318,135.64
2015	2,349,781.59	2,422,639.30	2,631,251.10	2,917,313.01	3,164,770.01	3,597,251.28	2,648,369.72	2,281,201.01	2,295,612.18	2,371,058.16	2,291,537.80	1,501,122.87	30,471,908.03
2014	2,184,441.00	2,284,456.99	2,636,243.98	2,213,318.22	3,606,261.89	2,952,168.02	2,298,547.45	1,931,859.55	2,282,309.36	2,465,536.92	1,680,483.46	2,334,947.79	28,870,574.63
2013	2,593,491.35	2,502,591.86	2,245,910.63	3,111,115.50	2,910,374.99	2,980,105.67	2,255,683.70	2,165,762.35	2,328,174.62	2,501,513.62	2,155,141.35	2,479,862.19	30,229,727.83
2012	2,052,074.47	2,515,591.99	2,287,368.27	2,242,262.06	2,926,203.81	3,470,408.14	1,440,171.79	2,144,226.90	2,000,437.53	2,495,801.46	2,085,191.88	1,980,299.25	27,640,037.55
2011	1,553,026.56	1,890,194.45	1,632,339.54	2,084,305.99	2,431,506.67	2,540,938.43	1,993,307.61	1,669,699.22	1,955,030.52	2,263,063.35	2,073,539.64	1,969,685.87	24,056,637.85
2010	1,510,402.68	1,368,881.06	1,500,815.98	1,410,288.60	1,319,964.74	1,745,656.36	1,504,000.40	1,153,115.33	1,483,149.32	1,559,642.96	1,293,168.19	1,483,439.92	17,332,525.54
2009	1,715,255.45	1,633,896.76	1,757,229.90	1,640,817.31	1,543,095.40	1,875,224.34	1,593,974.91	1,154,112.70	1,455,622.45	1,504,354.78	1,401,653.53	1,579,095.50	18,854,333.03
2008	2,086,880.62	2,338,561.54	1,714,409.39	1,676,117.34	2,048,004.73	1,831,395.56	1,731,174.12	1,602,593.99	1,712,519.20	1,677,358.65	1,462,095.34	1,634,248.91	21,515,359.39
2007	1,528,368.10	2,576,654.80	1,716,520.22	1,452,469.64	2,118,526.66	1,819,120.32	1,404,737.45	1,231,032.92	1,476,771.65	1,513,773.10	1,680,571.86	1,389,719.44	19,908,266.16
2006	1,512,809.10	1,753,859.27	1,618,429.49	1,379,319.09	1,768,210.92	2,330,456.64	1,494,430.65	1,273,507.71	1,468,292.11	1,487,071.59	1,556,097.95	1,385,167.49	19,007,652.01

Other Local Taxes

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	75,000.00	75,000.00	75,000.00	70,000.00	70,000.00	75,000.00	80,000.00	85,000.00	75,000.00	70,000.00	80,000.00	70,000.00	900,000.00
2023													
2022	79,388.68	76,395.49	91,467.57	59,170.72	92,925.38	107,625.85	117,516.25	121,721.59	101,016.39				847,227.92
2021	46,834.04	51,369.33	76,087.11	39,278.45	86,170.33	68,009.87	84,989.50	93,091.93	100,514.18	54,129.25	92,075.50	99,073.88	891,623.37
2020	97,082.13	85,643.44	114,856.21	75,868.09	44,313.54	21,138.47	69,328.04	80,785.54	62,421.07	73,257.09	41,353.54	59,767.98	825,815.14
2019	72,627.14	101,063.58	125,615.06	123,448.29	121,864.80	89,257.12	177,430.54	115,166.39	178,099.18	151,256.25	74,989.60	158,904.43	1,489,722.38
2018	86,134.95	100,532.30	113,887.11	109,197.89	125,540.33	144,086.21	143,773.02	176,285.95	118,638.53	137,031.44	137,064.38	147,809.57	1,539,981.68
2017	86,143.50	104,222.46	118,724.44	110,750.63	159,319.84	109,845.31	133,546.09	174,591.59	135,202.12	125,246.64	166,719.67	143,713.73	1,580,496.89
2016	93,497.18	109,005.52	107,305.30	109,273.45	152,685.00	125,979.18	150,902.93	205,190.33	132,051.41	118,931.68	153,823.52	121,851.39	1,525,187.42
2015	73,091.54	125,875.32	97,135.38	113,402.38	148,163.17	124,948.11	165,670.99	138,394.49	149,491.74	147,800.12	138,091.40	103,122.78	1,431,719.88
2014	97,842.04	102,689.25	87,440.07	99,154.19	139,807.84	118,627.80	125,621.33	158,362.24	129,187.00	121,712.69	144,051.14	107,224.29	1,329,368.71
2013	79,366.12	112,903.52	81,817.31	138,890.75	123,354.38	124,613.30	110,856.80	155,667.32	117,995.08	104,110.27	150,852.22	28,941.64	1,330,627.15
2012	100,543.26	86,909.55	85,451.76	94,110.83	136,324.98	110,210.14	138,674.07	96,034.08	118,918.46	131,140.45	130,196.35	102,113.22	1,256,082.90
2011	68,843.34	104,077.70	77,620.27	91,144.29	130,918.26	104,732.80	107,965.69	143,971.49	112,423.23	99,257.85	105,449.01	109,678.97	1,101,505.02
2010	41,147.57	72,079.37	53,642.73	83,178.19	111,925.71	96,128.77	100,752.33	114,156.39	100,482.24	117,534.25	121,266.57	89,210.90	854,263.82
2009	49,160.70	73,330.59	71,374.41	62,716.57	87,050.22	68,379.77	66,948.13	101,094.43	68,920.05	62,172.90	89,433.09	53,682.96	997,226.20
2008	70,705.26	61,876.05	61,481.30	60,181.64	88,547.98	82,447.33	85,347.69	97,728.04	120,237.86	89,423.40	107,336.94	71,912.71	988,342.54
2007	54,901.99	65,715.24	85,736.64	74,665.09	82,332.41	66,067.60	101,829.65	112,126.44	93,157.07	83,338.18	103,696.90	64,775.33	0.00

Local Govt Fund

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>	
Current Estimate	15,000.00	15,000.00	14,000.00	15,000.00	15,000.00	15,000.00	14,976.00	15,000.00	14,000.00	15,000.00	14,000.00	15,000.00	176,976.00	179796
2023														
2022	16,980.78	19,339.46	14,010.97	13,492.51	25,645.09	18,739.78	20,634.91	14,206.49	18,038.53				161,088.52	
2021	13,952.05	16,412.31	13,338.15	10,971.39	15,992.80	21,212.15	19,331.63	13,538.03	17,185.08	15,936.93	15,815.45	16,676.19	190,362.16	
2020	12,966.16	16,024.94	11,249.40	8,613.35	10,147.97	12,162.03	15,506.45	17,277.75	15,827.59	13,197.21	16,768.58	18,205.30	167,946.73	
2019	8,780.96	10,562.28	7,665.40	6,989.78	11,702.54	10,347.95	20,019.38	11,673.70	14,694.12	13,136.91	13,687.04	17,506.32	146,766.38	
2018	8,664.24	(1,673.87)	7,567.52	6,787.38	9,595.04	9,963.54	10,512.13	8,099.85	9,905.82	8,621.78	9,241.75	11,109.51	98,394.69	
2017	12,159.74	14,185.49	8,807.42	(3,952.32)	11,979.49	13,034.60	10,326.91	7,914.15	9,280.56	7,985.84	8,365.53	22,436.87	122,524.28	
2016	24,208.90	27,176.47	(11,098.32)	9,965.72	24,419.00	14,377.58	14,735.96	9,285.53	12,804.87	11,227.04	11,044.65	15,240.20	163,387.60	
2015	19,773.28	9,567.39	28,352.69	16,497.79	35,179.29	11,684.37	15,860.72	11,815.34	13,528.92	13,602.36	13,652.14	14,009.18	203,523.47	
2014	19,751.66	22,049.51	12,485.11	14,987.09	20,452.81	21,073.22	18,409.88	17,303.07	17,481.31	19,998.31	19,852.95	17,792.08	221,637.00	
2013	10,790.69	12,594.02	7,349.97	9,654.44	27,542.38	15,943.04	15,891.03	13,410.01	21,709.46	22,641.90	20,567.39	21,421.00	199,515.33	
2012	31,091.60	35,893.89	21,601.61	27,912.14	47,851.74	51,073.61	24,965.44	8,727.58	9,075.97	18,028.10	18,244.85	16,833.18	311,299.71	
2011	39,490.16	25,188.04	47,823.65	35,323.12	57,481.34	43,909.45	47,848.22	25,884.56	26,386.29	31,328.85	28,905.27	26,783.37	436,352.32	
2010	37,077.38	40,421.48	25,119.36	30,623.30	49,434.88	41,366.10	42,177.46	31,611.23	32,833.14	39,112.78	36,149.57	37,769.91	443,696.59	
2009	38,081.10	45,380.04	25,532.22	29,450.31	46,699.13	40,947.81	37,913.66	29,247.17	30,052.47	37,027.34	41,019.79	35,878.75	437,229.79	
2008	37,649.86	62,861.13	18,392.63	34,489.95	61,629.35	38,030.74	50,873.74	32,922.57	40,726.35	50,144.49	46,897.41	29,827.99	504,446.21	
2007	32,882.35	75,700.18	25,700.94	33,855.39	48,807.20	36,385.55	34,578.69	33,263.38	32,996.22	38,369.22	39,647.05	30,596.68	462,782.85	

Estate Tax

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020													0.00
2019				4,253.33									4,253.33
2018	0.00	0.00	0.00	0.00	1325.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1325.34
2017	0.00	0.00	0.00	0.00	10,073.43	0.00	0.00	0.00	6,721.10	0.00	0.00	0.00	16,794.53
2016	0.00	0.00	2,688.41	1,286.72	0.00	0.00	0.00	8,164.62	0.00	0.00	0.00	0.00	12,139.75
2015	0.00	0.00	0.00	8,044.21	0.00	0.00	0.00	0.00	0.00	26,890.44	0.00	0.00	34,934.65
2014	1,583,423.66	0.00	200,434.49	5,937.84	0.00	0.00	0.00	0.00	62,279.74	112,070.22	0.00	0.00	1,964,145.95
2013	0.00	124,082.12	0.00	1,005,190.91	194,964.59	36,592.68	0.00	0.00	1,535,163.16	0.00	63,979.75	326,559.03	3,286,532.24
2012	0.00	0.00	0.00	1,872,235.71	0.00	0.00	197,928.37	0.00	8,708.85	597,161.80	0.00	158,066.40	2,834,101.13
2011	19,790.84	0.00	0.00	0.00	1,130,718.27	291,799.63	0.00	0.00	192,377.70	1,827,897.97	0.00	23,753.27	3,486,337.68
2010	55,408.67	0.00	901,854.56	18,127.44	0.00	0.00	0.00	0.00	0.00	623,765.42	164,660.39	91,037.84	1,854,854.32
2009	0.00	43,541.23	0.00	2,243,579.31	144,860.52	21,931.50	55,066.27	0.00	0.00	803,649.73	86,009.81	0.00	3,398,638.37
2008	138,311.21	45,218.70	0.00	970,896.59	26,123.19	0.00	294,546.64	0.00	1,179,242.56	332,197.81	0.00	0.00	2,986,536.70
2007	0.00	10,294.90	0.00	1,083,646.74	0.00	45,133.79	0.00	251,603.39	0.00	872,637.90	0.00	89,729.93	2,353,046.65
2006	0.00	0.00	0.00	0.00	0.00	1,104,065.64	0.00	100,649.42	0.00	1,373,143.85	150,420.51	0.00	2,728,279.42

Other Intergovt Revenue

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate		3,000.00	0.00		0.00	0.00	0.00	800.00	0.00	18,000.00	0.00	200.00	22,000.00
2023													
2022					13885.9								13,885.90
2021			4060		35	0	0	3411.45				19819.78	27,326.23
2020		4,267.20						1,100.40			52.50	185.62	5,605.72
2019	3458.70	-	-	2,372.30				497.70		15,661.45		185.62	22,175.77
2018	0.00	-	-	2,809.80	52.50	-	-	1,990.80	-	-	18,077.15	185.62	23,115.87
2017	0.00	0.00	2,043.30	0.00	820.40	0.00	0.00	52.50	0.00	18,793.25	0.00	185.62	21,895.07
2016	0.00	579.60	0.00	3,805.20	0.00	0.00	0.00	497.70	0.00	0.00	21,622.65	185.62	26,690.77
2015	0.00	3,637.90	0.00	0.00	1,017.80	0.00	157.50	0.00	0.00	20,742.75	0.00	185.62	25,741.57
2014	5,633.60	0.00	0.00	0.00	4,209.10	0.00	52.50	0.00	0.00	20,919.85	0.00	185.62	31,000.67
2013	0.00	2,857.40	0.00	1,047.90	0.00	0.00	105.00	0.00	0.00	17,277.75	0.00	178.87	21,466.92
2012	0.00	2,342.20	0.00	8,571.50	0.00	0.00	497.70	0.00	150.00	18,105.85	0.00	148.50	29,815.75
2011	2,080.40	0.00	0.00	2,252.90	0.00	0.00	515.20	0.00	0.00	18,969.65	0.00	0.00	23,818.15
2010	5,236.75	0.00	0.00	10,524.90	0.00	0.00	326.87	0.00	0.00	20,918.45	0.00	0.00	37,006.97
2009	4,470.90	0.00	0.00	17.50	4,000.00	0.00	1,367.15	0.00	0.00	18,030.25	0.00	0.00	27,885.80
2008	4,600.75	0.00	0.00	1,144.50	0.00	0.00	427.70	0.00	92.81	18,096.75	0.00	0.00	24,362.51
2007	3,411.10	0.00	0.00	1,512.00	0.00	0.00	3,455.20	93.55	0.00	19,713.40	0.00	0.00	28,185.25

Rollbacks/Homestead

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	0.00	0.00	0.00	0.00	99,000.00	0.00		0.00	0.00	99,000.00	0.00	0.00	198,000.00
2023													
2022				108213.2					108572.2				216,785.41
2021				99267.99					99159.86				198,427.85
2020					99165.07					98642			197,807.07
2019				100160.6				99755.72					199,916.33
2018	0	0	0	0	91835.85	0	0	0.00	92134.24	0.00	0		183,970.09
2017	0.00	0.00	0.00	0.00	92,136.07	0.00	0.00	0.00	92,244.28	0.00			184,380.35
2016	0.00	0.00	0.00	93,138.78	0.00	0.00	0.00	0.00	93,325.36	0.00	0.00	0.00	186,464.14
2015	0.00	0.00	0.00	0.00	90,114.96	0.00	0.00	0.00	90,112.39	0.00	0.00	0.00	180,227.35
2014	0.00	0.00	0.00	0.00	0.00	90,430.59	0.00	0.00	0.00	0.00	89,943.19	0.00	180,373.78
2013	0.00	0.00	0.00	0.00	0.00	90,301.80	0.00	0.00	0.00	0.00	0.00	91,107.63	181,409.43
2012	0.00	0.00	0.00	0.00	92,461.86	0.00	0.00	0.00	0.00	0.00	92,752.11	0.00	185,213.97
2011	0.00	0.00	0.00	0.00	93,122.29	0.00	0.00	0.00	0.00	0.00	92,308.93	0.00	185,431.22
2010	0.00	0.00	0.00	0.00	0.00	93,096.94	0.00	0.00	0.00	0.00	92,892.15	0.00	185,989.09
2009	0.00	0.00	0.00	97,423.70	0.00	0.00	0.00	0.00	0.00	0.00	97,325.43	0.00	194,749.13
2008	0.00	0.00	0.00	0.00	94,299.18	0.00	0.00	0.00	0.00	0.00	98,524.40	0.00	192,823.58
2007	0.00	0.00	0.00	0.00	0.00	81,412.87	0.00	0.00	0.00	0.00	82,278.27	0.00	163,691.14

Miscellaneous Intergovt.

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate		1,500.00	0.00	2,500.00	0.00			0.00	2,000.00	3,000.00	0.00		9,000.00
2023													
2022		28,668.00											28,668.00
2021			226.33		4500			2017.06	4907	1748.5			13,398.89
2020		-1166.1	3000							1310.69	6216.21		9,360.80
2019	1166.1	2000			4101			4735.25	2841		4924		19,767.35
2018	0	0	0	0	0	0		3790		1847.09	5566	4255.02	15,458.11
2017	0.00	0.00	0.00	0.00	0.00	572,083.60	0.00	0.00	3,125.00	0.00	1,775.00		576,983.60
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,750.00	350.00	2,835.00	5,935.00
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,523.59	5,966.91	0.00	9,490.50
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00	4,200.00		6,700.00
2013	0.00	0.00	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00	0.00	3,150.00	0.00	5,650.00
2012	212.00	(212.00)	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	750.00	0.00	0.00	3,750.00
2011	3,450.00	193,021.00	0.00	0.00	0.00	0.00	0.00	9,000.00	(183,161.40)	0.00	1,934.64	0.00	24,244.24
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	404.00	3,652.30	0.00	0.00	0.00	4,056.30
2009	0.00	0.00	0.00	0.00	0.00	642.20	0.00	0.00	0.00	0.00	0.00	0.00	642.20
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2007	0.00	0.00	2,815.00	0.00	3,520.00	7,180.15	0.00	0.00	3,000.00	0.00	1,122.00	0.00	17,637.15

General Govt

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	145,000.00	140,000.00	155,000.00	155,000.00	120,000.00	125,000.00	120,000.00	125,000.00	125,000.00	125,000.00	130,000.00	135,000.00	1,600,000.00
2023													
2022	151,568.78	131,804.83	125,710.05	138,445.36	184,132.81	127,634.07	141,768.76	141,275.26	92,177.89				1,234,517.81
2021	136,855.79	118,543.36	154,706.68	109,684.88	122,957.16	150,245.46	95,938.67	141,143.83	121,499.84	112,657.26	136,495.43	103,590.76	1,504,319.12
2020	202,943.12	184,307.16	179,443.29	208,301.09	84,729.17	120,549.01	118,544.85	111,152.54	128,872.95	117,994.56	127,709.83	114,484.71	1,699,032.28
2019	200,046.55	160,022.60	170,844.71	161,948.86	180,884.91	160,048.87	140,122.49	166,994.56	170,472.63	210,844.83	146,290.63	163,451.40	2,031,973.04
2018	195,097.92	169,395.84	165,938.70	168,347.15	143,719.39	167,203.88	119,478.62	193,451.90	161,162.17	170,356.45	170,894.39	198,332.40	2,023,378.81
2017	173,924.98	156,124.87	111,633.91	115,976.99	231,663.61	121,693.29	104,018.80	142,323.80	133,392.84	147,587.21	158,089.71	103,609.45	1,700,039.46
2016	158,496.80	144,945.02	176,432.70	158,504.96	156,073.00	130,725.36	110,566.60	94,071.03	209,269.16	171,642.21	205,296.30	136,212.46	1,852,235.60
2015	141,116.69	126,972.62	90,172.46	87,873.69	94,609.52	110,122.05	144,871.07	166,526.28	142,497.85	171,209.93	151,611.10	139,244.53	1,566,827.79
2014	146,725.70	92,956.93	116,062.43	111,774.05	77,030.28	108,063.88	92,563.66	113,570.74	124,005.56	113,389.76	85,553.85	103,764.47	1,285,461.31
2013	109,622.80	96,479.73	125,982.78	102,582.45	95,138.06	110,540.32	113,632.80	90,963.93	88,285.93	114,891.99	97,615.93	77,081.41	1,222,818.13
2012	98,661.04	148,003.78	118,651.83	94,562.65	113,970.65	96,370.94	98,537.23	123,164.96	139,746.22	139,356.20	125,728.05	93,333.27	1,390,086.82
2011	133,607.98	106,351.02	112,528.51	95,357.13	86,318.74	121,937.32	83,858.23	106,332.11	124,322.39	136,261.84	59,579.76	126,902.34	1,293,357.37
2010	69,951.53	122,992.62	119,576.78	247,576.99	110,774.84	112,000.97	106,567.34	112,174.47	117,182.68	116,872.55	110,636.37	82,396.88	1,428,704.02
2009	125,717.68	155,037.06	215,653.30	107,580.41	120,817.85	109,544.39	98,832.36	100,683.00	85,769.28	148,057.83	101,501.07	104,813.62	1,474,007.85
2008	54,704.70	63,815.73	61,397.55	80,316.98	70,128.41	67,887.83	66,619.61	66,192.62	64,384.76	68,497.01	56,063.27	85,357.74	805,366.21
2007	58,020.19	56,199.96	71,129.15	68,118.01	72,741.50	52,912.85	57,213.32	71,171.00	53,511.94	55,566.58	60,845.63	61,567.55	738,997.68

Recreation Programs

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	75,000.00	85,000.00	290,000.00	60,000.00	125,000.00	85,000.00	65,000.00	10,000.00	20,000.00	15,000.00	20,000.00	50,000.00	900,000.00
2023													
2022	89,311.60	104,388.00	248,699.45	34,622.15	130,010.64	87,473.15	47,641.80	63,628.65	28,183.15				833,958.59
2021	39,950.50	13,011.00	57,025.04	75,739.50	233,609.71	66,582.35	43,708.65	39,292.17	29,789.00	22,434.81	17,098.79	102,496.95	740,738.47
2020	89,663.15	113,230.10	314,595.69	(7,529.00)	(513,325.83)	18,468.00	2,544.00	2,769.93	3,830.00	5,048.99	661.00	4,707.50	34,663.53
2019	59,090.70	107,761.66	401,219.16	42,076.91	97,182.45	104,920.66	106,878.47	97,346.91	26,232.87	21,780.95	15,146.50	61,493.42	1,141,130.66
2018	53,885.30	89,463.75	438,230.56	48,369.27	114,252.03	130,186.25	71,982.01	53,342.50	28,255.40	18,533.40	11,565.49	44,388.00	1,102,453.96
2017	50,096.16	78,962.03	384,009.90	42,788.00	105,595.07	147,308.03	85,004.15	57,587.75	30,113.15	20,504.57	13,499.22	37,644.79	1,053,112.82
2016	54,357.86	117,704.50	372,122.21	55,316.87	94,601.00	114,877.00	77,226.66	74,608.12	30,301.61	21,410.52	18,811.69	30,908.65	1,062,246.69
2015	48,337.60	100,369.56	396,917.70	54,167.80	72,788.97	129,078.70	88,744.01	57,662.58	33,673.00	17,360.52	19,708.75	43,054.93	1,061,864.12
2014	50,389.63	90,967.70	379,445.50	47,783.38	97,462.66	126,503.35	77,055.50	41,493.55	33,387.84	19,682.53	17,320.50	44,226.00	1,025,718.14
2013	68,744.67	82,728.10	373,203.98	56,542.05	71,737.20	104,774.11	83,451.92	53,176.44	23,264.00	23,578.47	19,130.87	35,739.20	996,071.01
2012	47,066.56	77,750.70	358,080.66	74,181.90	121,303.50	117,508.50	69,614.89	48,767.40	26,853.09	24,432.00	15,622.26	40,236.75	1,021,418.21
2011	51,100.10	47,477.50	368,074.50	89,552.40	112,562.85	129,183.53	78,973.56	48,928.47	38,212.00	19,966.38	22,646.95	27,473.60	1,034,151.84
2010	36,763.82	38,080.85	341,317.32	90,650.99	75,830.00	162,380.04	72,213.69	58,066.59	45,220.32	23,923.44	12,058.50	38,320.50	994,826.06
2009	36,081.83	49,123.83	265,437.11	111,389.50	155,047.88	110,667.50	71,671.98	60,895.46	41,249.77	21,709.13	19,070.17	26,175.00	968,519.16
2008	32,490.53	47,683.67	195,279.50	116,105.37	121,363.00	174,835.26	82,576.20	79,395.43	38,449.50	26,397.80	13,308.99	29,924.67	957,809.92
2007	38,152.50	42,107.00	181,608.85	87,919.00	115,518.00	164,351.00	60,910.50	68,965.00	47,885.00	23,927.29	21,089.56	34,453.66	886,887.36

Miscellaneous Services

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate		300.00	300.00	300.00	300.00	300.00		300.00	300.00	300.00	300.00	300.00	3,000.00
2023													
2022	140.00	30.00	230.00	230.00	430.00	430.00	930.00	80.00	380.00	160.00			3,040.00
2021	90.00	260.00	400.00	140.00	200.00	330.00	340.00	80.00	710.00	80.00	170.00	260.00	3,060.00
2020	160.00	260.00	90.00	270.00	740.00	290.00	440.00	480.00	520.00	60.00	460.00	120.00	3,890.00
2019	310.00	204.00	288.00	577.50	269.00	518.50	472.00	325.50	723.50	369.50	90.00	120.00	4,267.50
2018	702.00	454.50	223.50	681.00	1,916.50	2,197.50	2,362.00	1,110.50	325.50	525.00	672.00	345.00	11,515.00
2017	212.00	94.50	171.50	776.50	1,967.00	2,440.00	1,941.00	955.00	2,270.00	708.00	631.50	348.00	12,515.00
2016	152.00	179.00	284.00	1,082.00	4,525.00	3,485.00	1,473.00	610.00	360.50	279.50	290.50	208.00	12,928.50
2015	154.50	175.50	200.00	387.50	414.50	387.50	217.00	311.50	154.50	477.00	407.00	192.50	3,479.00
2014	206.00	250.00	250.00	482.00	160.50	420.50	190.50	143.00	474.00	444.00	49.00	298.00	3,367.50
2013	352.00	295.50	329.50	410.50	332.00	215.00	307.00	308.00	388.00	191.50	149.00	228.00	3,506.00
2012	294.00	282.50	342.00	413.00	398.50	286.00	296.00	260.50	283.50	307.00	159.00	295.50	3,617.50
2011	427.50	304.50	488.00	417.50	599.00	439.50	450.00	6,100.00	387.00	546.26	260.24	228.50	10,648.00
2010	428.00	269.00	397.50	562.00	401.50	690.00	678.00	825.50	472.50	553.00	450.00	430.00	6,157.00
2009	241.50	351.50	766.00	697.50	666.50	584.50	571.50	510.00	519.50	503.00	386.00	355.00	6,152.50
2008	332.50	532.00	465.50	883.50	608.00	608.00	513.00	370.50	380.00	684.50	264.50	299.00	5,941.00
2007	528.00	304.50	457.00	427.50	570.00	570.00	513.00	541.50	579.50	570.00	694.00	465.50	6,220.50

Fines and Forfeitures

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	15,000.00	15,000.00	15,000.00	15,000.00	16,000.00	16,000.00	16,000.00	15,000.00	16,000.00	15,000.00	15,000.00	16,000.00	185,000.00
2023													
2022	16,482.75	9,935.20	21,318.00	23,412.75	18,660.50	12,165.00	13,239.00	11,890.00	16,329.00				143,432.20
2021	8,294.40	7,067.50	10,330.50	10,016.00	12,444.60	11,311.30	11,925.70	6,636.00	10,424.00	13,351.50	16,590.25	20,085.50	138,477.25
2020	25,295.40	21,674.60	20,659.20	6,682.50	7,689.50	8,109.00	13,520.00	12,157.00	9,736.00	10,963.40	5,927.00	3,719.00	146,132.60
2019	305.00	36,327.58	21,513.50	19,402.50	19,997.00	23,670.60	19,946.00	30,682.40	22,660.00	25,221.20	23,000.10	19,307.10	262,032.98
2018	100.00	18,192.00	15,912.00	36,099.02	16,009.50	-	31,421.00	18,059.00	14,909.50	14,809.00	12,682.42	16,731.75	194,925.19
2017	21,611.00	20,165.60	27,715.00	22,194.50	27,547.00	21,063.00	22,222.33	24,624.01	21,407.40	17,317.00	18,828.50	13,378.20	258,073.54
2016	18,647.00	29,550.00	24,659.20	24,531.07	20,359.00	29,646.41	21,284.00	0.00	49,055.00	19,008.00	19,894.00	21,717.00	278,350.68
2015	0.00	41,792.50	33,386.98	21,215.76	21,089.90	18,163.00	18,436.60	24,828.00	22,275.80	22,543.00	22,495.00	21,543.60	267,770.14
2014	19,274.40	16,878.00	20,011.00	0.00	45,706.00	19,052.33	29,036.60	22,991.90	22,832.00	27,279.20	200.00	33,776.40	257,037.83
2013	15,184.78	19,467.40	22,126.46	18,400.60	20,961.80	22,562.07	15,694.40	18,898.09	22,163.61	22,434.21	100.00	31,324.20	229,317.62
2012	19,216.09	15,198.00	22,072.00	16,512.37	16,708.60	19,362.00	19,132.60	18,055.00	17,638.00	200.00	22,872.00	32,394.00	219,360.66
2011	10,495.00	15,830.08	21,137.72	19,901.50	23,564.20	20,953.40	17,670.00	24,101.30	22,038.50	19,336.80	14,319.00	18,160.60	227,508.10
2010	16,480.00	18,028.50	20,100.00	17,994.00	24,506.00	0.00	41,076.28	17,980.00	19,889.00	0.00	39,170.00	22,594.70	237,818.48
2009	18,227.00	17,253.80	21,705.50	21,012.00	18,412.00	28,285.00	20,469.00	19,225.00	19,993.00	16,890.00	18,245.00	21,477.00	241,194.30
2008	17,961.50	17,536.00	19,382.72	16,369.28	22,833.00	17,538.00	23,146.10	21,683.88	15,631.00	20,208.00	14,753.00	19,595.00	226,637.48
2007	21,156.25	15,499.05	23,380.00	15,919.00	22,400.00	16,148.00	16,978.00	23,221.00	15,383.00	20,897.00	22,339.00	15,346.00	228,666.30

Permits and Licenses

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate 2023	90,000.00	90,000.00	100,000.00	110,000.00	105,000.00	95,000.00	90,000.00	95,000.00	95,000.00	90,000.00	70,000.00	70,000.00	1,100,000.00
2022	65,537.80	206,289.03	134,002.06	76,056.65	72,452.10	119,629.98	113,752.94	305,376.74	54,735.24				1,147,832.54
2021	137,415.11	50,771.47	383,744.12	171,526.25	143,541.93	58,642.92	65,668.30	105,658.45	93,186.34	149,082.18	50,342.84	232,774.58	1,642,354.49
2020	90,366.76	77,870.62	47,024.62	108,419.71	39,463.75	49,491.08	71,575.49	83,566.72	95,706.47	66,705.29	69,026.11	458,782.77	1,257,999.39
2019	56,098.90	35,313.01	183,293.73	108,702.25	77,842.24	48,229.09	66,322.46	65,489.38	49,438.97	54,160.86	35,743.95	22,832.85	803,467.69
2018	68,849.03	55,106.53	48,892.10	81,072.02	127,548.45	92,147.20	57,317.62	162,837.45	56,030.53	54,206.25	63,324.66	24,333.75	891,665.59
2017	54,726.30	81,325.65	43,115.01	48,489.76	104,093.23	77,173.57	36,309.12	191,498.68	73,367.70	39,431.42	42,680.25	217,067.31	1,009,278.00
2016	91,822.23	23,659.40	46,819.03	62,110.85	36,358.00	72,945.30	341,544.80	135,159.35	84,443.37	78,821.13	89,551.55	50,663.52	1,113,898.53
2015	52,913.46	51,598.10	169,372.25	81,849.03	68,709.70	49,229.09	114,772.80	50,976.65	57,036.70	61,945.35	22,986.75	42,028.10	823,417.98
2014	154,012.75	66,168.50	45,973.75	67,745.95	82,735.98	81,773.25	111,713.65	45,653.85	87,055.71	43,322.35	51,003.73	26,734.60	863,894.07
2013	85,802.49	31,013.10	55,597.88	759,137.92	149,992.03	232,744.91	30,782.95	300,503.53	148,429.07	129,360.45	123,556.55	48,905.55	2,095,826.43
2012	42,324.17	30,176.75	24,927.22	41,763.10	170,303.34	41,368.70	72,256.08	75,339.08	32,382.85	191,955.16	86,395.07	68,618.75	877,810.27
2011	563,902.38	40,195.26	192,446.74	57,217.30	61,566.46	315,457.99	70,396.94	64,887.89	124,239.66	118,369.80	58,690.96	88,070.25	1,755,441.63
2010	36,723.48	103,853.45	27,397.21	44,434.43	50,689.50	123,934.56	59,422.86	39,926.67	57,168.50	47,053.69	27,644.42	35,634.45	653,883.22
2009	96,192.90	41,342.65	43,552.00	82,622.60	95,696.69	59,475.80	32,396.20	53,976.11	34,564.77	36,051.34	51,928.41	104,546.82	732,346.29
2008	50,456.50	57,061.64	33,855.02	162,039.70	94,861.00	236,255.23	65,650.90	74,447.02	91,154.93	81,673.40	28,081.47	59,192.75	1,034,729.56
2007	42,205.60	88,800.13	23,686.62	81,771.55	48,670.00	45,263.85	78,617.45	102,906.27	46,409.72	102,494.31	35,415.50	44,720.45	740,961.45

Misc. Revenue

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	50,000.00	40,000.00	540,000.00
2023													
2022	2,665.54	17,979.85	41,942.26	26,122.88	30,246.92	32,981.68	1,406.47	27,237.41	61,622.64	10,736.74			252,942.39
2021	17,342.74	26,095.77	66,231.87	93,509.01	38,819.60	18,456.62	6,588.10	36,806.08	69,461.34	27,932.73	55,544.11	32,425.12	489,213.09
2020	28,287.00	50,192.38	120,251.72	103,282.83	85,615.26	94,587.50	25,024.34	77,905.84	70,989.40	40,388.06	73,426.14	47,486.78	817,437.25
2019	99,039.98	62,110.09	48,197.27	152,424.24	80,196.63	45,248.75	106,846.41	81,997.54	125,281.03	137,255.12	96,230.89	85,788.48	1,120,616.43
2018	76,949.66	51,799.49	61,583.88	99,183.44	68,345.50	62,062.96	90,828.19	53,115.38	51,890.82	120,066.93	58,764.32	39,794.20	834,384.77
2017	29,623.49	43,121.41	55,713.50	33,500.87	22,800.52	33,270.16	81,493.28	48,474.63	66,977.36	61,936.67	23,138.80	31,388.11	531,438.80
2016	30,493.14	39,169.26	43,060.86	29,197.67	69,006.00	38,751.54	48,485.99	30,027.53	67,252.89	40,978.47	17,437.28	34,243.04	488,103.67
2015	35,492.42	18,322.54	34,639.72	18,027.37	14,152.60	30,172.26	33,026.93	23,252.24	41,832.03	17,443.58	19,857.05	50,779.90	336,998.64
2014	25,754.54	20,513.81	33,291.88	18,155.33	14,306.06	12,231.30	25,267.20	26,562.93	40,661.31	21,256.42	22,670.03	22,940.03	283,610.84
2013	8,445.51	15,744.12	19,005.20	29,492.24	26,413.30	25,304.05	20,902.50	11,698.55	18,353.07	9,767.37	9,237.33	21,333.69	215,696.93
2012	13,793.11	20,223.22	23,343.27	20,094.50	13,797.13	5,329.81	12,924.51	16,475.71	17,515.46	12,295.98	8,620.56	13,155.69	177,568.95
2011	21,162.70	51,367.17	20,785.55	20,917.44	20,919.70	20,747.51	16,987.10	36,795.52	16,797.41	11,653.39	9,832.69	11,372.97	259,339.15
2010	58,734.73	49,431.56	29,893.60	19,615.98	13,958.78	32,492.70	66,263.81	73,973.83	23,378.07	17,723.12	10,440.34	39,348.96	435,255.48
2009	98,581.04	127,878.85	86,354.81	88,644.56	46,324.67	92,735.09	75,671.10	59,224.15	71,277.53	85,908.87	9,941.71	106,302.72	948,845.10
2008	150,780.68	149,247.26	127,148.90	144,848.37	87,925.83	131,314.06	277,920.68	220,145.37	113,304.26	104,426.04	50,464.85	146,487.59	1,704,013.89
2007	102,341.04	91,267.26	119,803.55	86,184.71	124,010.60	213,248.10	114,502.55	139,069.59	130,125.44	149,006.81	118,767.08	155,996.22	1,544,322.95

Sale of Assets

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	5,000.00	5,000.00	6,000.00	6,000.00	6,000.00	5,000.00	5,000.00	6,000.00	4,000.00	4,000.00	3,000.00	3,000.00	58,000.00
2023													
2022	44,284.20	19,927.77	7,015.50	10,465.00	5,670.93	1,147.20	9,375.40	4,061.00	84,907.50				186,854.50
2021	11,802.97	728.40	10,146.96	12,879.36	23,183.80	53,451.37	13,056.00	9,536.87	2,147.93	543.92	7,349.10	4,563.14	149,389.82
2020	-	129.15	18,000.00	-	1,704.83		17,293.35	72.93	7,368.42	15,369.24	26,068.42	(13,690.31)	72,316.03
2019						834.90	17,198.00		101.66	55.60		445.00	18,635.16
2018	3453.05	0	0	1097.75	677.51	4765.01	1109.55	610,000	7069.99	16,024	2516.9	3,327	650,040.76
2017	0.00	0.00	0.00	0.00	1,510.20	0.00	256.52	2,681.25	25.00	185.20	0.00	0.00	4,658.17
2016	0.00	0.00	0.00	0.00	20,878.00	6,475.00	6,600.00	0.00	182.05	337.60	5,558.30	0.00	40,030.95
2015	2,453.80	389.50	311.06	8,727.26	4,440.00	13,648.00	2,031.65	10,380.00	114.00	40.00	38.50		42,573.77
2014	1,115.57	984.11	4,237.57	1,334.39	11,865.99	6,149.99	4,490.01	2,148.64	1,970.16	8,123.67	0.00	0.00	42,420.10
2013	3,946.06	1,443.44	876.85	1,300.88	5,164.33	5,083.04	0.00	1,048.69	4,998.27	1,108.34	2,069.41	1,052.06	28,091.37
2012	1,452.84	1,335.23	2,722.58	9,710.05	2,382.95	3,531.39	1,685.48	1,486.31	1,733.47	894.41	4,973.58	5,146.59	37,054.88
2011	2,822.60	1,420.82	1,069.12	1,953.68	1,394.72	1,805.24	1,678.18	1,266.50	4,145.25	2,700.34	3,508.11	2,521.74	26,286.30
2010	0.00	0.00	0.00	0.00	0.00	0.00	5,198.05	664.43	0.00	0.00	1,171.70	2,055.00	9,089.18
2009	15,250.00	0.00	21,429.92	6,339.38	0.00	0.00	2,760.00	0.00	899.56	0.00	0.00	0.00	46,678.86
2008	0.00	0.00	0.00	1,472.70	0.00	0.00	0.00	0.00	16,135.00	1,800.00	445.46	387.60	20,240.76
2007	0.00	0.00	0.00	0.00	0.00	4,300.00	0.00	0.00	3,193.74	1,030.67	999.70	165.80	9,689.91

Reimbursements

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	15,000.00	30,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00	30,000.00	30,000.00	30,000.00	25,000.00	30,000.00	330,000.00
2023													
2022	17,566.44	26,626.55	43,754.88	27,151.88	35,795.50	27,001.95	20,997.13	31,821.07	19,730.68				250,446.08
2021	63,130.81	54,972.70	81,009.11	37,160.94	56,845.36	69,715.33	79,733.99	59,033.88	102,625.03	34,995.55	55,575.20	117,710.11	812,508.01
2020	51,061.17	61,848.84	50,811.21	76,971.97	36,651.92	49,421.92	49,790.37	56,152.89	84,249.67	29,482.24	60,878.48	84,749.80	692,070.48
2019	81,352.19	54,884.75	70,198.50	86,591.99	60,596.44	82,377.69	51,005.63	57,522.05	281,823.28	157,794.30	30,195.47	58,187.26	1,072,529.55
2018	61,384.91	84,033.58	68,351.43	67,122.79	74,022.00	64,241.99	96,408.54	65,720.71	88,346.21	90,940.13	29,434.32	59,590.25	849,596.86
2017	50,861.36	42,797.49	76,168.16	45,305.80	49,492.77	44,558.53	65,185.13	54,606.95	51,108.46	62,609.26	76,460.06	74,407.82	693,561.79
2016	50,408.38	42,298.02	41,965.81	56,358.90	43,168.00	65,170.13	21,083.62	61,909.55	58,163.93	43,800.18	53,246.88	59,212.81	596,786.21
2015	52,689.18	42,928.87	45,696.40	89,021.45	44,205.77	37,716.74	48,642.91	40,552.97	40,398.26	111,059.00	44,949.31	52,275.34	650,136.20
2014	54,632.22	51,882.65	51,406.95	329,393.66	55,196.94	55,543.82	107,960.47	25,575.44	49,582.34	58,002.54	113,863.26	51,474.24	1,004,514.53
2013	66,616.27	66,364.04	119,314.98	54,116.19	49,586.44	47,523.28	49,219.63	46,473.88	169,010.00	51,446.03	49,538.71	49,004.84	818,214.29
2012	55,548.66	63,467.30	41,381.38	50,268.07	48,812.64	40,208.05	40,000.07	48,442.18	52,890.70	54,057.72	43,407.63	46,246.23	584,730.63
2011	5,727.12	9,291.58	21,078.81	8,876.06	2,824.22	3,063.17	12,179.12	3,712.42	15,579.31	12,266.88	2,723.89	2,493.25	99,815.83
2010	1,106.21	2,838.30	36,882.41	4,508.98	2,976.56	6,227.35	12,757.58	11,845.48	6,592.21	16,526.08	14,201.52	27,994.16	144,456.84
2009	5,893.24	32,686.99	4,256.50	20,309.03	7,774.69	386.44	7,180.53	14,594.78	2,434.18	12,435.08	708.69	7,808.79	116,468.94
2008	4,644.71	19,650.55	55,029.34	6,037.85	6,984.34	8,939.64	13,722.48	7,960.53	1,200.53	13,493.40	8,956.76	8,527.86	155,147.99
2007	1,518.35	1,983.14	11,200.11	13,824.79	2,577.49	12,123.44	9,133.30	11,672.04	10,297.82	18,425.95	17,131.25	9,947.01	119,834.69

Refunds

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00
2023													
2022	11,926.50	914.00	1,182.57		2,160.00	200.00	17,926.00	2,206.16	11,509.60				48,024.83
2021	10,562.92			4,519.19	144.30	181.87	16,283.41	13.71	250.00	3,368.83		1,567.68	36,891.91
2020	-	2,500.90	265.00	557.29	3,563.58	-	351.00	217.94	5,898.50			300.00	13,654.21
2019	1673.44		1,999.49	17.27		140	206.14	287.32			442.88	14961.04	19,727.58
2018	759.78	339.91	38,344.67	507.5	9817.97	223.6	0	0	0.7	8901.01			58,895.14
2017	118.53	205.72	0.00	6,496.80	1,000.82	0.00	240.20	1,919.29	0.00	10,375.50	0.00	0.00	20,356.86
2016	0.00	450.14	1,327.17	0.00	258.00	0.00	120.49	13,323.36	598.50	1,172.00	150.00	43.68	17,443.34
2015	1,036.69	296.27	342.00	0.00	203.20	2,506.86	1,740.70	327.25	2,192.03	286.13	0.00	0.00	8,931.13
2014	180.00	33.00	67.00	0.00	0.00	194.00	2,508.98	448.80	0.00	1,794.00	482.73	2,337.41	8,045.92
2013	0.00	0.00	0.00	140.35	2,269.88	1,845.06	714.39	7.84	949.27	110.00	382.66	175.74	6,595.19
2012	211.25	806.77	89.73	165.31	1,548.79	0.00	321.47	0.00	265.23	0.00	0.00	26,111.24	29,519.79
2011	65.00	462.24	206.00	0.00	2,163.50	33,161.41	0.00	175.00	0.00	0.00	444.59	1,760.61	38,438.35
2010	11,895.78	555.14	0.00	7,059.83	163.32	368.00	275.00	6,731.68	0.00	924.72	250.00	773.54	28,997.01
2009	0.00	240.88	277.31	(30.00)	2,851.34	57.82	345.80	956.05	154.22	9,052.91	625.14	9,222.00	23,753.47
2008	472.48	0.00	60,894.46	622.48	50.00	172.65	13,511.17	3,025.20	51.87	7,356.50	0.00	908.56	87,065.37
2007	598.50	2,854.34	400.00	377.02	0.00	3,320.58	170.00	87.00	161.85	11,818.10	6,047.10	37,167.05	63,001.54

Other Non-Rev Receipts

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>Total</u>
Current Estimate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	160.00												160.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Totals by Year

2021	42,905,708.09
2020	41,587,271.53
2019	45,837,733.37
2018	43,122,945.09
2017	40,899,882.54
2016	42,163,485.41
2015	39,455,306.43
2014	39,907,731.29
2013	43,244,964.82
2012	38,979,098.91
2011	36,344,338.70
2010	27,224,540.80

INTRODUCED BY:

ORDINANCE NO. 2022-145

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MAIDSTONE CREATIONS, INC. DBA THE BEACHWOOD BUZZ AND DEBRA RAPOPORT TO PERFORM SPECIAL WRITING AND PRINTING SERVICES, IN CONNECTION WITH THE PUBLICATION OF THE BEACHWOOD INSIDER, FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously contracted with the Beachwood Buzz for writing and printing services in connection with the production and publication of the City's Beachwood Insider; and

WHEREAS, Council has determined that utilization of the Beachwood Buzz publication remains the most cost-effective vehicle for the distribution of information concerning the City.

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

Section 1: Based upon the recommendation of the Mayor, the proposal of the Beachwood Buzz to provide up to seven (7) pages monthly of the Beachwood Insider, in color, in the amount set forth in the proposal, which is attached hereto and incorporated herein by reference as Exhibit "A", and the Mayor is hereby directed and authorized to enter into a contract on behalf of the City of Beachwood with Maidstone Creations, Inc. dba the Beachwood Buzz, at a total cost not to exceed Seven Thousand Two Hundred Thirty Eight Dollars and No/Cents (\$7,238.00) per month for 2023, Seven Thousand Eight Hundred Seventeen Dollars and No/Cents (\$7,817.00) per month for 2024 and Eight Thousand Four Hundred Forty Two Dollars and No/Cents (\$8,442.00) per month for 2025.

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 produce the City's Beachwood Insider in an efficient, timely and cost effective manner, for the benefit of residents and businesses in the City of Beachwood; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 21st day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022, and filed it with the Clerk.

Mayor



October 10, 2022

Debby Zelman Rapoport
Beachwood Buzz
P.O. Box 22194
Beachwood, Ohio 44122

Dear Mayor Berns,

Thank you for the continued opportunity to publish City Insider in *Beachwood Buzz*.

In the past two years, print costs have gone up 30%. The printer already conveyed to me that quarterly increases are expected to exceed those that we've recently experienced. Postage, freight, and production costs also continue to rise at unprecedented rates.

This is the first time in the history of *Beachwood Buzz* that all expense categories have experienced simultaneous increases. Your current monthly rate is \$6,580. With overall monthly costs realistically expected to exceed 25%, I need to raise your rates accordingly. Per my conversation with Tina, I propose a 3-year contract at the following rates. The increase in 2023 is based on estimated cost increases. The 2024 and 2025 rates are lower, based on the 3-year agreement.

2023 • 10% increase • \$7,238
2024 • 8% increase • \$7,817
2025 • 8% increase • \$8,442

This proposal includes seven pages. I will also comp you an additional page each month upon request. Based on eight pages, your per page cost in 2023 will be \$904.75, which is lower than our 2022 full-page rate of \$968 (a rate that will increase in 2023). Thank you for the opportunity. I greatly enjoy publishing this magazine, which makes Beachwood shine.

With gratitude,

Debby Zelman Rapoport
216.315.1827

CONTRACT WITH MAIDSTONE CREATIONS, INC. DBA THE BEACHWOOD BUZZ AND DEBRA RAPOPORT TO PERFORM SPECIAL WRITING AND PRINTING SERVICES, IN CONNECTION WITH THE PUBLICATION OF THE BEACHWOOD INSIDER FOR 2023, 2024 AND 2025

This Contract is entered into by and between MAIDSTONE CREATIONS, INC. DBA THE BEACHWOOD BUZZ, an Ohio Corporation and DEBRA RAPOPORT located at 23848 Glenhill Drive, Beachwood, Ohio 44122 ("Contractor") and the CITY OF BEACHWOOD, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being chosen by City Council, as the communications firm to provide the necessary professional services for the publication and distribution of the Beachwood Insider and other authorized communications bulletins directed by the City to its residents and businesses, the parties covenant and agree as follows:

1.) Contractor shall provide the writing and printing services, up to seven (7) color pages monthly of the Beachwood Insider information, in connection with the production and publication for a period of three years, ending December 31, 2025. All work will be performed in a good and workmanlike manner and on a timely basis consistent with the City's schedule.

2.) The costs of the publication and production of the Beachwood Insider are specified on the attached letter of proposal dated October 10, 2022 which is attached hereto and incorporated herein, and shall not exceed Seven Thousand Two Hundred Thirty Eight Dollars and No/Cents (\$7,238.00) per month for 2023, Seven Thousand Eight Hundred Seventeen Dollars and No/Cents (\$7,817.00) per month for 2024 and Eight Thousand Four Hundred Forty Two Dollars and No/Cents (\$8,442.00) per month for 2025. All pages shall be printed in color.

3.) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the work. The Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws.

4.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. Either party may terminate this agreement, for any reason, upon thirty (30) days written notice to the other party. The City shall be entitled to terminate this Contract immediately upon a determination by Council or the Finance Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall work during times approved and specified by the City.

5.) Contractor will provide the work without any sub-contractors, and will provide proper supervision and supervisory personnel in connection with all of the work.

6.) Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

7.) Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

8.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

9.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10.) It shall be the responsibility of Maidstone Creations, Inc. DBA The Beachwood Buzz to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Maidstone Creations, Inc. DBA The Beachwood Buzz to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

11.) This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12.) This Contract represents the entire agreement between the parties, shall be governed by the law of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

MAIDSTONE CREATIONS, INC. DBA
THE BEACHWOOD BUZZ AND
DEBRA RAPOPORT

THE CITY OF BEACHWOOD

By: _____

By: _____
Justin Berns, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Maidstone Creations, Inc. DBA The Beachwood Buzz or Debra Rapoport.

SIGNATURE

PRINTED NAME


TITLE

DATE

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

TO: Danielle Shoykhet, Communications Committee Chair
Eric Synenberg, Council V.P. & Chair of the Legal and Personnel Committee
Alec Isaacson, Council President

FROM: Tina Turick, City Administrator 

DATE: October 10, 2022

SUBJECT: **BEACHWOOD BUZZ PROPOSAL – 2023, 2024 AND 2025**

Following up on our previous discussions, attached is a copy of the proposal we received from Debby Rapoport to continue to publish the City Insider in the Beachwood Buzz. The proposal is based on a three (3) year contract and will include language that either party may cancel with 30 days written notice for any reason.

Debby is committed to continuing the Beachwood Buzz for the next three years and we will be working with her to determine how best to proceed in the future. The three-year contract buys us the time needed to work toward an appropriate succession plan.

We are prepared to bring this contract before City Council for consideration on November 7th. However, should you wish to bring this matter to the Legal and Personnel Committee of Council, we are currently holding October 24th for that discussion. Please let me know if this will be moving to committee so that we can plan accordingly.

Enc:

Cc: Mayor Justin Berns
Members of City Council
Derek Schroeder, Community Services Director
Larry Heiser, Finance Director
Stewart Hastings, Law Director
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2022-146

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP AS THE CITY ENGINEER FOR THE CITY OF BEACHWOOD, OHIO FOR YEARS 2023, 2024 AND 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has determined that the City requires the services of a City Engineer and has determined to enter into a contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group and Council hereby authorizes the Mayor to enter into a contract for such services; and

WHEREAS, Council has further determined to utilize said company for City Engineering Services.

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

Section 1: The Mayor is hereby authorized to enter into a Contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group (hereinafter "GPD Group") from January 1, 2023 through December 31, 2025 for City Engineering Services, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A". Compensation shall be paid on the basis of time spent by the City Engineer or his employees at the rates set forth in the Proposal for City Engineering Services that was submitted to the Mayor on October 10, 2022, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B".

For all engineering services identified as retainer services the City Engineer shall be compensated at a monthly rate of Two Thousand Dollars and No/Cents (\$2,000.00) per month for 2023 and Two Thousand One Hundred Dollars and No/Cents (\$2,100.00) per month for 2024 and 2025.

Section 2: GPD Group may be assigned engineering work by the Mayor, or Department Directors. GPD Group shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Department Director or Chairperson of any legislative body assigning such work, clearly defining the scope of the engineering work accepted by GPD Group that will be the subject of later billing, and a purchase order is issued by the City for such work. The City, within its discretion, may solicit bids for Engineering Services from other Engineering companies.

Section 3: There shall be no charge for out of town travel expenses unless such travel is approved by the Mayor in advance. GPD Group shall, on a monthly basis, provide the Mayor with a detailed invoice including a written accounting of all time spent by any representative of GPD Group. Such accounting shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

Section 4: GPD Group shall accept no other work within the City from private employers. GPD Group shall avoid all conflicts of interest.

Section 5: All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

ORDINANCE NO. 2022-146

Section 6: The Ordinance shall be in full force and effect until December 31, 2025 unless otherwise amended or repealed by Council.

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

Section 8: This Ordinance is 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 enter into this Contract at the earliest time in order that the above services will be available for pending projects, 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 21st day of November, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022 and filed it with the Clerk.

Mayor

**CONTRACT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC.
DBA GPD GROUP FOR CITY ENGINEERING SERVICES FOR THE CITY OF
BEACHWOOD, OHIO FOR 2023, 2024, AND 2025**

This Contract is entered into on this ____ day of _____, 2022 by and between Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group located at 5595 Transportation Boulevard, Suite 100, Cleveland, Ohio 44125, ("Contractor") and the CITY OF BEACHWOOD, OHIO located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by City Council as the City's Engineer for the City of Beachwood for 2022, and for the money considerations provided herein, the parties covenant and agree as follows:

1.) (a) For all engineering services, not included in the City's retainer services, compensation shall be made on the basis of time spent by the City Engineer or his employees at the rates set forth in the following schedule of hourly rates, plus expenses and supplies, subject to the limitations set forth hereafter in Attachment "A", a copy of which is attached hereto and incorporated herein.

(b) For all engineering services identified as retainer services and as outlined in Attachment "B", a copy of which is attached hereto and incorporated herein, the Contractor shall be compensated at a monthly rate of Two Thousand Dollars and No/Cents (\$2,000.00) per month for 2023 and Two Thousand One Hundred Dollars and No/Cents (\$2,100.00) per month for 2024 and 2025.

2.) The Contractor may be assigned Engineering work by the Mayor, or Department Directors. The Contractor shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Department Director or Chairman of any legislative body assigning such work, clearly defining the scope of the engineering work accepted by the Contractor that will be the subject of later billing, and a purchase order is issued by the City for such work. The City, within its discretion, may solicit bids for Engineering Services from other Engineering companies.

3.) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with a detailed invoice including a written accounting of all time spent by any representative of the Contractor. Such invoices shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

4.) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.

5.) All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

6.) This Contract shall be effective for the period of January 1, 2023 through December 31, 2025, unless canceled in accordance with Section 19.

7.) The City reserves the right to audit all books, time records, invoices, and other documents of the Contractor that relate to any invoices billed to the City of Beachwood, for a period of two (2) years after any such invoice is submitted. The Contractor shall maintain adequate documentation for at least two (2) years to enable the City to conduct such audit.

8.) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the work. The Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws.

9.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. Either party may terminate this agreement, for any reason, upon thirty (30) days written notice to the other party. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

10.) Contractor shall provide the work without any sub-contractors, and shall provide proper supervision and supervisory personnel in connection with all of the work.

11.) The Contractor shall furnish the City with evidence of (a) general liability insurance and (b) errors and omissions or professional liability insurance from a company licensed by the State of Ohio, both of which shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for any accidental occurrence or error or omission arising out of any act or omission by the Contractor which causes bodily harm, property damage, or any other damages, and shall cause the City to be named as an additional insured on the general liability policies. The Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third-party claims.

12.) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

13.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

14.) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City.

15.) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

16.) It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of work being performed for any project under this Contract. Furthermore, it shall be the responsibility of Contractor to track remaining funds available and to not invoice the City for any amounts not approved by the issued purchase order and the terms of this Contract. Any alteration to any Purchase Order shall conform to BCO 121.09(a)(2). Invoices that exceed the approved amount of an issued purchase order or the terms of this Contract will not be paid by the City.

17.) This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

18.) This Contract may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

19.) Both the City and the Contractor may terminate this Contractor by giving a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

GLAUS, PYLE, SCHOMER, BURNS AND
DEHAVEN, INC. DBA GPD GROUP

By:_____

Its:_____

Date:_____

CITY OF BEACHWOOD

By:_____

Justin Berns, Mayor

Date:_____

Approved as to Form:

City Law Department
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP.

SIGNATURE

PRINTED NAME

TITLE

DATE



5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.518.5544
www.gpdgroup.com

Justin Berns, Mayor
City of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

October 10, 2022
2022119.01

RE: City Engineering Services – Year 2023

Dear Mayor Berns:

For 2023, GPD Group proposes the following hourly rates (see attached) for the various disciplines on our staff.

We have also included a 3-year schedule of rates should the City choose to implement a multi-year contract.

Our hourly rates will increase for all disciplines due to the cost of living increases we have given to our employees (to keep up with inflation) and due to the cost of running the business (rent, health insurance, liability insurance, computer equipment, software, fuel etc.).

As has been our past practice, we will submit a proposal for each assigned task based on the attached Schedule of Hourly Rates, for every project greater than \$2,500.

As required in our contract we will provide by the end of the year a list of personnel in our firm that will potentially work on the municipal projects. We will include their level of classification and a description of the minimum requirements at each level (i.e. Engineer 1 through 6, Designer 1 and 2 etc.).

The attached rates include all payroll costs, overhead, non-reimbursable expenses, profit etc. Printing and copying costs that are performed by outside vendors (because our in-house equipment is not sufficient) will be Invoiced at cost, with no mark-up.

Thank you for your continued confidence in GPD. If you have any questions, please call.

Sincerely,
GPD Group

A blue ink signature of Joseph R. Ciuni, written in a cursive style.

Joseph R. Ciuni PE PS
City Engineer

cc. Contract File

GPD Group – City of Beachwood – 2023 - 2025 Rate Schedule

Proposed Hourly Rate Schedule	2023 Rate	2024 & 2025 Rate
Project Principal	\$145.00	\$148.50
Senior Project Manager	\$120.00	\$123.00
Senior Engineer	\$111.00	\$113.75
Senior Architect	\$111.00	\$113.75
Senior Landscape Architect	\$111.00	\$113.75
Landscape Architect	\$97.00	\$99.50
Design Engineer/Design Architect	\$103.00	\$105.50
Staff Engineer/Staff Architect	\$92.00	\$94.25
Engineer / Architect – Co-op/ Intern	\$60.00	\$61.50
Senior Environmental Scientist	\$115.00	\$118.00
Environmental Specialist	\$87.00	\$89.25
Senior Designer	\$86.50	\$88.75
Staff Designer	\$70.50	\$72.25
CAD Drafter	\$71.00	\$71.00
Construction Inspector	\$61.50	\$63.00
Construction Inspector (Overtime)	\$92.00	\$94.50
Construction Coordinator	\$84.00	\$86.00
Project Aid/Clerical	\$54.50	\$56.00
Survey Project Manager	\$120.00	\$123.50
Senior Surveyor	\$115.00	\$115.00
Field Survey Technician 3	\$115.00	\$115.00
Office Survey Technician 3	\$95.00	\$95.00
Field Survey Technician 2	\$95.00	\$95.00
Office Survey Technician 2	\$75.00	\$77.50
Field Survey Technician 1	\$85.00	\$85.00
Office Survey Technician 1	\$65.00	\$65.00
Geotech – Project Manager	\$120.00	\$123.50
Drill / Lab / Field Manager	\$95.00	\$97.50
Sr. Driller & Field & Lab Tech	\$85.00	\$85.00
Driller & Field & Lab Tech	\$72.50	\$75.00
Asst. Driller & Field & Lab Tech	\$58.00	\$60.00

Geotech Field Supplies	2023	2024 & 2025
Fixed Costs	Rate	Rate
Mortar Cubes (Each)	\$11.00	\$11.00
Grout Prisms (Each)	\$22.00	\$22.00
Concrete Test Cylinders (Each)	\$16.00	\$16.00
Concrete Test Beams (Each)	\$50.00	\$50.00
Drill Rig (per Day)	\$500.00	\$500.00
Hydrovac Trailer (Per Day)	\$200.00	\$200.00
Floor Flatness Gauge (Per Day)	\$115.00	\$115.00
Nuclear Density Gauge (Per Day)	\$60.00	\$60.00



5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.518.5544
www.gpdgroup.com

Justin Berns, Mayor
City of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

October 14, 2022
2022119.01

RE: City Engineering Services (Retainer Fee) – Year 2023

Dear Mayor Berns:

As a follow up to our October 10th letter, GPD proposes the following monthly retainer fee for Building Department Services as described in our contract:

1. 2023 - \$2,000 per month (\$24,000 per year)
2. 2024 and 2025 - \$2,100 per month (\$25,200 per year).

Thank you for your continued confidence in GPD. If you have any questions, please call.

Sincerely,
GPD Group

A handwritten signature in blue ink, appearing to read "J. R. Ciuni".

Joseph R. Ciuni PE PS
City Engineer

cc. Contract File

Exhibit A – Retainer Services GPD

The Services rendered as part of our monthly retainer shall include:

- Attend Regular and Special City Council/Committee Meetings as requested
- Attend Regular and Special Internal/External Meetings as requested by the Mayor or Department Directors
- Act as technical consultant and advisor on engineering matters referred to engineer by the Mayor/Administration
- Attend Regular and Special Meetings of the Planning and Zoning Commission
- Meet with applicants, builders, design professionals and owners to discuss their project and related matters as requested by the Mayor, Building Commissioner or Public Work Director
- Site Plan reviews for Planning and Zoning Commission approval for all projects with a construction cost less than \$250,000.00
- Miscellaneous Reviews for Planning and Zoning Commission approvals including: Lot split and Consolidation Plats, building additions, house additions, minor site plan modifications, parking lot expansions, and a property modification that involves grading, filling, utility or drainage improvements
- Review new house topography and provide final inspection of the site prior to issuance of an occupancy permit
- Review and approval of all street opening permits and provide final inspection prior to final acceptance – perform all follow up correspondence for corrective work as needed
- Serve as liaison with utility companies for project coordination, data collection, transfer and relocation schedules
- Update City Maps including:
 - Zoning Map
 - Address Map
 - Flood Plain Map
 - Street Map

INTRODUCED BY:

ORDINANCE NO. 2022-147

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JUNE SCHARF TO PROVIDE PROFESSIONAL PUBLIC RELATIONS SERVICES FOR THE CITY OF BEACHWOOD, OHIO FOR YEARS 2023, 2024, AND 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City has previously contracted with Ms. Scharf for Professional Public Relation Services; and

WHEREAS, with the recommendation of Mayor Berns, City Council desires to continue using Ms. Scharf's Public Relations Services for years 2023, 2024, and 2025.

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 authorized to enter into an Agreement with June Scharf to provide Professional Public Relations Services in a monthly retainer amount not to exceed Four Thousand Five Hundred Eighty Dollars and No/Cents (\$4,580.00) for years 2023, 2024, and 2025. A copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that this service in continued 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 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 21st day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022 and filed it with the Clerk.

Mayor

CONTRACT WITH _____, TO PROVIDE PROFESSIONAL PUBLIC RELATIONS SERVICES FOR THE CITY OF BEACHWOOD FOR 2023, 2024, AND 2025

This Contract is entered into by and between _____ having an address of _____, ("Contractor") and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by the City of Beachwood to render various public relations services for the City and for the money considerations provided herein, the parties covenant and agree as follows:

A. Scope of Services

As Public Relations Consultant for the City, Contractor shall provide the following services ("Services"):

- 1) 24/7 access and availability
- 2) Provide Crisis Communications & Media Relations services including creation of news releases, selection of proper media for distribution; address follow-up with media when inquiries are placed; manage the message, adjust the narrative; assist with access to city officials
- 3) Handle Social Media with general oversight and guidance; manage photos and descriptions; monitor responses and sharing of content from other departments
- 4) Create original Buzz content and collect material from other departments to fill 7 pages in magazine; help compose Mayor's Message; edit all content after placement on page
- 5) Speech writing services for Mayor and City Council members; research material related to event
- 6) Event attendance including assistance at engagements involving Mayor and City Council members and shooting pictures for social media
- 7) Meeting attendance at regular, special and internal meetings of city, and of City Council and committees, at request of Mayor, in person or virtually
- 8) Address website content and graphic design issues
- 9) Support initiatives by Economic Development Director and provide publicity/outreach for newsworthy developments
- 10) Solicit and edit materials from city departments
- 11) Seek resident feedback for publicity purposes
- 12) Consider future public relations initiatives and remain receptive to opportunities based on City activities and events
- 13) Craft communication for direct mail to residents when necessary
- 14) Work remotely unless needed in office

Compensation

- 1) For services described in Section A hereof, the City shall compensate the Contractor based upon a monthly lump sum retainer fee of Four Thousand Five Hundred Eighty Dollars and No/Cents (\$4,580.00) to include 24/7 availability for the period commencing the January 1, 2023 through December 31, 2025, at which time the City will re-evaluate the need and scope of services offered by the Contractor.

- 2) Any reimbursable expenses incurred shall be in addition to regular compensation. Reimbursable expenses shall not be accrued without prior written authorization by the City and shall be paid monthly based upon reasonable documentation.
- 3) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with a written accounting of all time. Such accounting shall include an itemization of time spent on City matters, and a description of the work performed.

B. City Responsibilities

The City shall provide the Consultant, at no cost a City email and City telephone for use while conducting business in City Hall.

C. General Provisions

1) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.

2) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the services hereunder. The Contractor shall be responsible for arranging any necessary workers' compensation coverage. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax law.

3) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. Either party may terminate this agreement, for any reason, upon thirty (30) days written notice to the other party. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

4) Contractor shall provide the work without any sub-contractors, and shall provide proper supervision and supervisory personnel in connection with all of the work.

5) Contractor agrees to fully defend, indemnify and hold Beachwood harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third-party claims.

6) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

7) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

8) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City and its Council.

9) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

10) This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

11) It shall be the responsibility of the Contractor to obtain a copy of the purchase order issued by the City for the approved amount of the Services or Additional Services being performed. Furthermore, it shall be the responsibility of the Contractor to track remaining funds available and not to invoice the City for any amounts not approved by the terms of the issued purchase order and the terms of this Contract. Any alteration to this Agreement shall conform to BCO 121.09(a). Invoices that exceed the approved amount of an issued purchase order or the terms of this Agreement will not be paid by the City.

12) This Contract may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

CONTRACTOR

CITY OF BEACHWOOD

By:

By: _____

Justin Berns, Mayor

Its:

Date: _____

Date:

Approved as to Form:

City Law Department
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against _____.

SIGNATURE

PRINTED NAME

TITLE

DATE

JUNE SCHARF – PUBLIC RELATIONS CONSULTANT

CONTRACT PROPOSAL – 2023, 2024 and 2025

Scope of Services

- 1) 24/7 access and availability
- 2) Provide Crisis Communications & Media Relations services including creation of news releases, selection of proper media for distribution; address follow-up with media when inquiries are placed; manage the message, adjust the narrative; assist with access to city officials
- 3) Handle Social Media with general oversight and guidance; manage photos and descriptions; monitor responses and sharing of content from other departments
- 4) Create original Buzz content and collect material from other departments to fill 7 pages in magazine; help compose Mayor's Message; edit all content after placement on page
- 5) Speech writing services for Mayor and City Council members; research material related to event
- 6) Event attendance including assistance at engagements involving Mayor and City Council members and shooting pictures for social media
- 7) Meeting attendance at regular, special and internal meetings of city, and of City Council and committees, at request of Mayor, in person or virtually
- 8) Address website content and graphic design issues
- 9) Support initiatives by Economic Development Director and provide publicity/outreach for newsworthy developments
- 10) Solicit and edit materials from city departments
- 11) Seek resident feedback for publicity purposes
- 12) Consider future public relations initiatives and remain receptive to opportunities based on City activities and events
- 13) Craft communication for direct mail to residents when necessary
- 14) Work remotely unless needed in office
- 15) Monthly retainer, \$4,580

This proposal is based on a 3-year contract. The rate proposed will not increase for the duration of this contract.

PUBLIC RELATIONS STRATEGIC PLAN: CITY OF BEACHWOOD

Executive Summary

Overview

With a new mayor in place this year, the past 10 months have involved studies of what's working and what requires adjustments. Similarly, with hiring of a new public relations consultant, we have been working on our roadmap, with plenty of pivots along the way. Taking a comprehensive look at what has happened so far this year and considering what is intended to occur in the future is the focus of this examination.

Broad reach communication vehicles

City Council Meetings - It was determined that a major communications gap existed between department directors and city council members surrounding activities within each department. The quick fix was to have directors speak at each city council meeting to share key, important details from their department. *Transparency is a high priority, and this delivers on that agenda item.* During staff meetings prior to city council meetings, directors share their news and get feedback on what would be beneficial to state at the council meeting later that same night.

The intended tangential benefit of sharing more information at council meetings is having awareness raised among residents who are present or stream the meetings while also offering the media an inside track to the latest developments. We will maintain this communications behavior.

Please note, I attend all staff meetings and I stream all city council meetings.

Beachwood Buzz Magazine – A major lost opportunity existed with the city's considerable spend on its seven Buzz magazine monthly pages. A concerted joint effort between me and Ryan Kennedy elevated the content to be substantive/highly informative. The reach of this magazine trumps all other communication vehicles in terms of its ability to connect – online, in addition to in print - with nearly all residents and business owners, its breadth of coverage and its respect. We revamped the pages and fortified them with meaningful, valuable content. We also made them far more visually appealing. The response has been extremely positive.

The importance of reaching our residents and business owners on a regular basis with an anticipated, dependable vehicle is a critical component of the city's communications and the Buzz is an exceptional communications asset. We will have the opportunity to add a page in 2023 at no charge and we fully intend to take advantage of this accommodation.

Website – One very effective use for the city’s website has been the communication of complex matters. We depended on this platform to serve as a landing spot for all details related to our deer management program, and we found it to deliver very well on that mission. We did not receive questions concerning clarification or any sources of misunderstanding. We spent a great deal of time organizing the information and anticipating areas of speculation.

We will continue to use the website in this fashion, as city-wide programs/events are scheduled.

City-wide USPS mailing – We have resorted to this method on two occasions when we believed an immediate and widespread communication was necessary. We tapped this method when there was an article on cleveland.com that did not properly portray the facts regarding city engineering bids; and when we needed to alert residents to the deer management program. We understand the optics and expense related to this method, and we thought carefully about the cost/benefit aspect to it. We intend to use this only when absolutely necessary and have budgeted accordingly.

Niche audience communications

Social Media - We recognize that our Facebook, Twitter and LinkedIn accounts are our active and quickly consumed platforms. As such, we have been depending on them for upcoming events within a tight time window, urgent news (i.e., closings, sudden change in plans) shout-outs and sources of communal conviviality. We track them using tools such as Facebook’s Meta Business Suite, and we have learned how elements beyond our control, specifically the algorithms associated with all platforms, ultimately determine how well circulated any post is. We know, however, that creating a post with a link that takes a viewer off the social media platform will not be favored, and we avoid that type of inclusion.

Posts typically receive between 500 - 1,000 engagements on Facebook, the platform with the greatest number of followers and traction with residents.

I always monitor NextDoor and address issues as they arise.

Media relations

Our strongest ties lie with the beat reporter at Cleveland.com (Jeff Piorkowski) and CJN (reporter Jane Kaufman and editor Bob Jacob). Additionally, we have a close connection to reporter Peggy Gallick at Fox 8 who has a particular interest in stories involving the police department. When stolen mail became a real issue, she covered the story very fairly and gave us a solid voice in the storytelling.

Ultimately, my extensive experience with all forms of media informs my approach to how we handle our news. We have been able to control the narrative, to the extent that this is possible, through several techniques. Quick responsiveness is certainly one way, but another is by requesting questions before conversations occur. We believe this allows us time to collect data and other facts which ensures accuracy and efficacy. This approach is very acceptable and even appreciated by media outlets. We will continue to adhere to this method.

Business community outreach

With a new economic development director, we have added regular communications in the Buzz. We are devoting a page to business development, including announcements of new businesses. Other communication vehicles will be launched, such as a semi-annual business-community targeted newsletter.

Crisis communications

We have experienced numerous situations that qualified as a crisis, and some of the keys to our success with managing the messaging was to be nimble and available. We told our story quickly and accurately. With particular regard to the Plain Dealer/cleveland.com coverage of GDP and engineering bids, we employed both an offensive and defensive approach. We engaged with the reporter and replied to all of his questions, but we also supplied greater details relating to matters he did not cover and did not know to pursue.

I have the skills and understanding necessary to manage the media and have demonstrated that we can contribute positively to the storytelling. I either accomplish this directly through news releases/direct contact, or indirectly through coaching/strategizing with other staff members' regarding their responses (i.e., the Mayor or Chief of police).

Each situation has its specific sources of sensitivity, and since I'm fully plugged in at all times, I'm able to address issues with care, concern for the outcome and consciousness of all parties involved.

Looking ahead

Potential areas where communications activity could grow or be refined:

Media training for staff and city council – for both on-air and print reporting. I have already undertaken some training within the police department. I've had extensive contact with the police chief and deputy police chief regarding on-camera work. For example, I coached John Resek when his first on-air interview was scheduled. One key lesson he learned is to be aware of camera angles and to not offer a view of his computer monitor.

Beachwood City Schools – I've met with Lauren Meade and we established an understanding of how we will handle a crisis situation, should one occur at a school. We also have discussed mutual sharing of information when appropriate and how we can help support each other's communication goals.

Technology – We are using QR codes now and we plan to expand this usage as a shorthand method of directing audiences to the proper platform for greater details and other content.

Video Component – We will be incorporating video content to the website and social media where appropriate to gain increased traction with audiences and to promote events, activities and businesses.

We intent to continually evolve in terms of our strategy based on the market and needs of our community.

#

PUBLIC RELATIONS SUMMARY - OCTOBER 2022

- **Rose Senior Living**
 - Noted records request from WKYC and WEWS asking about a death at Rose Senior Living, a potential suicide, then got in touch with police chief to discuss occurrence and what information could be shared.
 - Reviewed/edited statement that excluded deceased man's name after discussing the best approach – whether or not to withhold the name. We decided to withhold it, even though family members had been contacted.
 - Followed WKYC and WEWS to see the results of their coverage but nothing was posted despite searching for 3 days.
 - I continued to monitor results.
- **Jewish News Story**
 - I needed to have a story in the Jewish News corrected and had that situation managed before print deadline of Wednesday by noon.
- **Fire Department Developments**
 - Watched the Oct. 3 1 hour and 45-minute city council meeting remotely and noted need to amplify fire department's developments including grant award and new truck.
 - Followed up with Chief about that and planned placement of the news in Buzz and on social media.
- **Planning Meeting**
 - Spent 1 hour and 45 minutes on phone with Tina plotting strategy for the deer management publicity and the community gardens/pickle ball court matters, among other topics as part of catching up on lots of issues.
- **Beachwood Buzz**
 - Created list of November Buzz elements and shared with Ryan so he could begin the graphic design on the city's pages.
 - Procured and assembled additional content – contacted directors for material (info, photos, names, etc.). Lots of details. Captions for photos.
 - Proofread layout after Ryan completed design work.
 - Edited Mayor's message for the Buzz.
- **Deer Management Communication Plan**
 - Talked with Ryan and Tina about deer management publicity including the creation of a post card mailer, info on city website, posting on social media and sending out a message through the mayor's blog.
 - Emailed city council members about the plan.
 - Wrote deer management website content which drew from several sources including past city council meetings and Shaker Heights' information.

- Drafted content for deer management postcard mailer.
- We have and continue to collect data on website hits related to deer management campaign which has seen increased amount of activity.
- Economic Development
 - Lengthy discussion with Cathy about economic development content for Buzz pages in November issue as well as upcoming issues.
 - We determined 2 sources of content, along with ideas and approaches to others.
- Menorah Park
 - Prepared remarks for Mayor for use at a ribbon cutting ceremony at Menorah Park for 5 renovated patios and attended the event to take pictures for social media and Buzz.
- Showcase Store
 - Edited remarks for Showcase store ribbon cutting at Beachwood Place.
- Social Media
 - Created a Facebook post with image and content for deer vs. collision info, per Tina's instructions.
 - Handled FB posting for Beachwood Arts Council events.
- Cleveland Primecare
 - Wrote remarks for ribbon cutting at Cleveland Primecare and attended event on Saturday, Oct. 15. Took photos and posted them on Facebook, and used the image for Buzz content.
- Police Department
 - Ongoing handling of police department inquiries and news – death of Lt. Atterbury, Kia/Hyundai theft, CIT training, training police department personnel for interviews (training computer screen exposure on camera), social media reposting.
- Winter Recreation Guide
 - Wrote mayor's column for winter rec department catalog.
- Website Data
 - Collecting data on website hits related to deer management campaign which has seen intended amount of activity.
- Paying Close Attention
 - Part of job is paying close attention – example: Councilwoman June Taylor mentioned at a city council meeting that Congresswoman Shontel Brown was seeking participants on her Youth Advisory Council. There was an application deadline approaching, so I posted the information on social media.

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 7th, 2022

RE: Council Agenda Item: E.V. Charging Station

Mayor,

We contacted three (3) commercial electrical contractors to submit quotes for the installation of the E.V. Charging Station at the Aquatic Facility parking lot. Thompson Electric was the sole contractor that submitted a quote for the installation. J.W. Didado and P.J. Ellis were the other two contractors that were sent the electrical design and both companies failed to submit a quote after an extended period of time. Thompson Electric has successfully completed electric work for the city in the past and it is our recommendation to move forward with the installation of the station by this company. With your approval, we would like to place this item on the next council agenda.

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A QUOTATION FROM THOMPSON ELECTRIC, INC., FOR THE INSTALLATION OF AN ELECTRIC VEHICLE CHARGING STATION LOCATED AT THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Public Works Director, the City desires to accept a quotation from Thompson Electric, Inc. for the installation of an Electric Vehicle Charging Station located at the Beachwood Family Aquatic Center; and

WHEREAS, the quotation from Thompson Electric, Inc. reflects an installation rate in an amount not to exceed Thirty-Four Thousand Seven Hundred Thirty-Nine Dollars and No/Cents (\$34,739.00).

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

Section 1: Based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to accept the quotation from Thompson Electric, Inc. for installation of an Electric Vehicle Charging Station located at the Beachwood Family Aquatic Center in an amount not to exceed Thirty-Four Thousand Seven Hundred Thirty-Nine Dollars and No/Cents (\$34,739.00). A copy of the quotation is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure 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 accept this Quotation at the earliest time so that the City can install this charging station for use by residents at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022 and filed it with the Clerk.

Mayor

Proposal
MATT MICALE

THOMPSON ELECTRIC, INC.
49 Northmoreland Avenue
MUNROE FALLS, OH 44262
(330) 686-2300 ext. 3004 (330) 686-2362 Fax
E Mail matt@thompsonelectric.com

PROPOSAL SUBMITTED TO: City of Beachwood Mike Rider		Phone: 216-595-5481	Date: 10/28/22
STREET :		JOB NAME: EV Chargers	
CITY, STATE :		JOB LOCATION: City Hall	
Engineer :	DATE OF PLANS	Fax	

- Pipe and wire EV Charging station per drawings dated 08/24/22
- Install (1) 240V, 125A Service Entrance Rated Panel
- Install upgraded utility transformer
- Install (1) Dual port Chargepoint level 2 charger. Model 4021
- This will be a turnkey operation
- Work will done during normal working hours.
- Permit

Total cost for above mentioned work. \$ 34,739.00

Payment to be made as follows: net thirty.

Please visit our website at Thompsonelectric.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Matt Micale

Note: we may withdraw This proposal if not accepted within **45** days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 9th, 2022

RE: Council Agenda Item: NEORSD MCIP Grant Agreement

Mayor,

The city has received 1.4 million dollars in grant funding from NEORSD through the Municipal Community Infrastructure Program for the Timberlane Sanitary Relief Sewer Project. This sewer project was recommended by the NEORSD Heights Hilltop Interceptor Study which determined capacity deficiencies in our sanitary sewer system in the northwest section of our city.

The purpose of this project is to alleviate basement flooding that occurs during heavy rain events. The scope of this project requires the installation of a 1.4 - mile sanitary relief sewer from Cedar and Campus, Green Road to Ranch Road, Greenlawn to Beachwood Boulevard and Timberlane Road to Halcyon Road. Phase 1 of this project has an estimated cost of 3.5 million dollars. With your permission, we would like to place this item on the next council agenda.

INTRODUCED BY:

ORDINANCE NO. 2022-149

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT (MCIP) WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT ("NEORS") FOR THE TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT PHASE 1; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, NEORS established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the NEORS service area; and

WHEREAS, in response to NEORS's request for MCIP Proposals, The City of Beachwood, Ohio applied for the Timberlane/Green Sanitary Relief Sewer Project Phase 1; and

WHEREAS, NEORS has determined that the proposed Timberlane/Green Sanitary Relief Sewer MCIP Project Phase 1 will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment; and

WHEREAS, the Public Works Director and City Engineer has recommended entering into this MCIP Grant Agreement.

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 authorized to enter into and execute any necessary agreements for the Member Community Infrastructure Grant Program and.

Section 2: The Mayor is authorized and directed to accept Grant Funds in an amount not to exceed One Million Four Hundred Thousand Dollars and No/Cents (\$1,400,000.00).

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

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

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

Attest: I hereby certify this legislation was duly adopted on the 21st day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022, and filed it with the Clerk.

Mayor

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

**NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND**

**CITY OF BEACHWOOD
FOR**

TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1 PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2023 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 251-22, adopted by the District's Board of Trustees on August 4, 2022 (Exhibit "A"), and the City of Beachwood ("Member Community"), a municipality of the State of Ohio, acting pursuant to Ordinance No.____, passed on_____, 2022 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C");
and

WHEREAS, in response to the District's Request for MCIP Proposals, the

Member Community, a District member community, submitted an application for Timberlane/Green Sanitary Relief Sewer Phase 1 Project (the “Project” or “MCIP Project”), attached hereto as Exhibit “D;”

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of increasing relief sewer capacity, installing a new relief sewer, and increasing the capacity of the existing sewer in the Project area, as set forth in Exhibit “D.”
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District’s Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District’s Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if

they are part of the proposal and approved by the District.

- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District's Representative, William Fussner, in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP

Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-

construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.

- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed \$1,400,000.00 (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2023 is \$700,000.00. and for calendar year 2024 is \$700,000.00. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$70,000.00 of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
 - b) final report of audit prepared in connection with and specific to the Project,
 - c) a letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2023 and in accordance with the project schedule

requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit “F.”

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2023 for work completed January 1, 2023– March 31, 2023;
- Second Request: Due July 31, 2023 for work completed April 1, 2023 - June 30, 2023;
- Third Request: Due October 31, 2023 for work completed July 1, 2023 – September 30, 2023;
- Fourth Request: Due January 31, 2024 for work completed October 1, 2023 – December 31, 2023;
- Fifth Request: Due April 30, 2024 for work completed January 1, 2024 – March 31, 2024;
- Sixth Request: Due July 31, 2024 for work completed April 1, 2024- June 30, 2024;
- Seventh Request: Due October 31, 2024 for work completed July 1, 2024 – September 30, 2024; and
- Eighth Request: Due January 31, 2025 for work completed October 1, 2024 – December 31, 2024.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <https://www.neorsd.org/community/member-community-infrastructure-program-mcip/>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community

to third parties for work not approved for reimbursement by the District.

- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 4.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the

installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

- 9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon

request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

- 10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

- 11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	City Engineer

Article 12. Release of Liability.

- 12.1 Release of All Liability. The Parties understand and agree that the District

has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A" – District Resolution
- Exhibit "B" – Member Community's Authorizing Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – Member Community's MCIP Application
- Exhibit "E" - Member Community's Certification of Funds
- Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF BEACHWOOD

By: _____

The legal form and correctness
of this instrument is approved.

By: _____
Assistant/Director of Law
CITY OF BEACHWOOD

Date: _____, 2022

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH
CITY OF BEACHWOOD
FOR
2023 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM PROJECT:

TIMBERLANE/GREEN SANITARY RELIEF SEWER
PHASE 1

Total Approximate Cost: \$1,400,000.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 251-22

AUTHORIZATION TO ENTER INTO AGREEMENTS WITH MEMBER COMMUNITIES TO FUND THE RESPECTIVE EIGHTEEN MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROJECTS PRESENTED FOR THE 2023 ROUND OF FUNDING, IN THE TOTAL AMOUNT NOT-TO-EXCEED \$14,987,695.67, AS PRESENTED.

WHEREAS, on April 21, 2022, the Board of Trustees adopted Resolution No. 132-22, authorizing the District to implement the 2023 Member Community Infrastructure Program ("MCIP") (the "Program") and to issue a Request for Proposals (RFP) for the Program;

WHEREAS, the Watersheds Program Department received twenty-two (22) proposals for the Program;

WHEREAS, The District recommends entering into agreements with the respective grant applicants listed below in Table 1 and Table 2 in the total amount not-to-exceed Fourteen Million Nine Hundred Eighty-Seven Thousand Six Hundred Ninety-Five and 67/100 Dollars (\$14,987,695.67); and

**TABLE 1. 2023 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM
EQUITY INVESTMENT FOCUS AREA PROJECTS**

APPLICANT	PROJECT TITLE	AWARD
East Cleveland	Target Area Multi-Street Sewer Replacement Phase 1- Woodlawn	\$ 2,722,725.00
Garfield Heights	East 126th Street and Wolf Creek Interceptor Relocation Project	\$ 669,675.00
East Cleveland	Wheeler Ave. Sewer Replacement Project	\$ 367,077.00
Maple Heights	Southwest Sewer District Sewer Improvements - Ph 3	\$ 182,700.00
Maple Heights	Southwest Sewer District Sewer Repairs Phase 1a	\$ 1,431,750.00
Berea	North End Sewer New Flow Connection	\$ 618,141.00
Cleveland Division of Water Pollution Control	Brookside Boulevard Area Sewer Improvement Phase 1	\$ 1,542,564.00
Garfield Heights	MLK Drive Sewer Separation Project	\$ 162,900.00
Newburgh Heights	East 26th Street Sewer Separation Project	\$ 90,800.00
EIFA FUNDING		\$ 7,788,332.00

**TABLE 2. 2023 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM
NON-EQUITY INVESTMENT FOCUS AREA PROJECTS**

APPLICANT	PROJECT TITLE	AWARD
Shaker Heights	Lynnfield/Lomond SSO-11 Control Project	\$ 2,000,000.00
Cleveland Heights	Cedar Glen Pkwy Rehab and Replacement	\$ 619,300.00
South Euclid	Maywood Road Infrastructure Improvement Project Phase 2	\$ 634,412.00
Parma	Krueger Avenue Area Sewer Improvements Phase 2	\$ 1,000,000.00
Beachwood	Timberlane/Green Sanitary Relief Sewer Phase 1	\$ 1,400,000.00
Parma	East Linden Lane Pump Station Relocation and Replacement Project	\$ 235,000.00
University Heights	East Scarborough and Canterbury Relief Sewer	\$ 86,951.67
North Royalton	North Royalton Valley Vista Pump Station Improvements	\$ 725,000.00
Cleveland Heights	CH-27, CH-51 SSO Control	\$ 498,700.00
NON-EIFA FUNDING		\$ 7,199,363.67

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

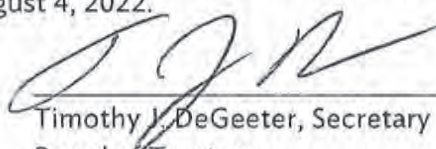
Section 1. That this Board hereby authorizes the District to enter into agreements with respective Program applicants listed in the preamble of this Resolution, consistent with the Member Community Infrastructure Program Policy, in a total amount not-to-exceed Fourteen Million Nine Hundred Eighty-Seven Thousand Six Hundred Ninety-Five and 67/100 Dollars (\$14,987,695.67).

Section 2. That this Board further finds that the Program serves a public purpose by assisting member communities with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

Section 3. That this Board hereby authorizes the Chief Executive Officer, at the request of the Director of Watershed Programs, to execute all documents and do all things necessary to effectuate the terms and conditions of the agreements authorized in Section 1.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mr. Sulik, seconded by Ms. Dumas, by rollcall vote with abstention by Mayor DeGeeter and Mayor Bacci, the foregoing resolution was unanimously adopted on August 4, 2022.



Timothy J. DeGeeter, Secretary
Board of Trustees

Northeast Ohio Regional Sewer District

EXHIBIT B

EXHIBIT B

(Insert Member Ordinance)

EXHIBIT C

**Northeast Ohio Regional Sewer District
2023 Member Community Infrastructure Program
Request for Proposals
April 21, 2022**

Introduction

The Northeast Ohio Regional Sewer District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

The District will provide funding for up to 75% of project costs. The MCIP funds will be provided by the District on a reimbursement basis directly to the community based on MCIP project costs, conditioned on the District's prior approval of the design and/or construction of the project.

The District will determine the appropriate funding mechanism, grant, or community operating lease, during project evaluation. Determination of the funding mechanism for the project will be at the discretion of the District. Refer to the MCIP Policy for additional background and information on the funding mechanism.

Eligible Projects

Eligible projects include, but are not limited to the following:

- **Projects to Mitigate Sanitary Sewer Overflows (SSO) and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows and illicit discharges.
- **Projects to Mitigate Infiltration & Inflow (I/I):** Projects necessary to address inflow and infiltration problems, including but not limited to, rehabilitation or separation of common trench pipes and manholes, removal of direct inflow connections, repair, or replacement of cracked or exfiltrating combined, sanitary or storm sewers, and reduction of public and private sources of I/I.
- **Projects to Remove/Eliminate Failing Home Sewage Treatment Systems (HSTS):** Projects to construct new separate sanitary sewers to eliminate failing HSTSs. HSTS failure should be confirmed by the jurisdictional Board of Health.
- **Projects that Improve Local Sewer System Level of Service:** Projects that reduce local sewer flooding and backups in the local system that can be attributed to undersized or structurally deficient local sewers. Such projects include efforts to address basement flooding in separate and combined sewer systems, and to the extent practical, on-site stormwater management practices to mitigate the increase in downstream flows.
- **Projects to Manage Stormwater Flow that Improve Combined/Sanitary Level of Service:** Projects that reduce volume, flow rate, or pollutant load of stormwater to a combined sewer, separate storm sewer, and/or directly to receiving water body that improve a combined or sanitary sewer level of service
- **Projects that Separate Over/Under Sewers:** Complete separation of common trench over/under sewers, with new infrastructure to transport storm and/or sanitary flows.

To ensure project eligibility, communities should schedule a pre-proposal meeting prior to submitting a proposal. Details on scheduling a pre-proposal meeting are found under the Pre-Proposal Meeting section of this document.

Ineligible Projects

MCIP funds should not be used for any project that causes, accelerates, or contributes to water quality degradation or water quantity issues that increase flooding, erosion, or is otherwise detrimental to human health within the District's service area. Ineligible projects include, but are not limited to the following:

- The proposal of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses;
- Capital, operation, maintenance, and administrative expenses not directly related to an eligible project; and
- Projects that increase the potential for flooding within a community and/or neighboring community's combined, sanitary, or storm sewer systems or local watercourses. The applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

Project Requirements

To be considered for funding, projects at a minimum must meet the following requirements:

- Reduce water quantity issues and/or address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the community or the District.
- Be located in the District's sanitary sewer service area (<http://arcg.is/2bPxzEt>).
- Meet all applicable District, federal, state, and local regulations.
- Design-only projects must complete design within 12 months of MCIP Project Agreement start.
- Design/Construction projects must reach construction completion within 24 months of a signed MCIP Project Agreement. The District will consider projects that may go beyond 24 months, but this should be discussed with the District at a pre-proposal meeting.
- Construction-only projects must include professional engineer stamped design drawings at the time of application, and construction activity must be complete within 12 months of a signed MCIP Project Agreement.
- Include at least 25% non-District matching funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with road rehabilitation in which MCIP funding is proposed for sanitary or combined sewer replacement or rehabilitation may be captured as non-District matching funds. Community Cost Share (CCS) may be used in accordance with CCS policy as community match. In addition, the following project costs may be captured to meet this 25% non-District matching fund requirement:
 - Personnel: Fully-loaded labor costs for employees of the community related

to the direct performance of engineering and design, construction services, project management, and performance verification on the project.

- Planning and design costs directly related to the project that were incurred prior to the submittal of a project proposal that have a material benefit to the proposal. These costs include, but are not limited to CCTV costs, manhole inspection costs, pre- construction performance verification activities (i.e. flow monitoring, water quality sampling), and engineering services such as surveying, design engineering, and cost estimating. Itemization and documented proof of these costs is required to be submitted with the proposal for consideration.

All funds must be approved as eligible by the District for the 25% non-District match requirement. Funds acquired from previous District awards cannot be used as match. Communities should contact the District's Grant Programs Administrator to assess if the funding source is eligible.

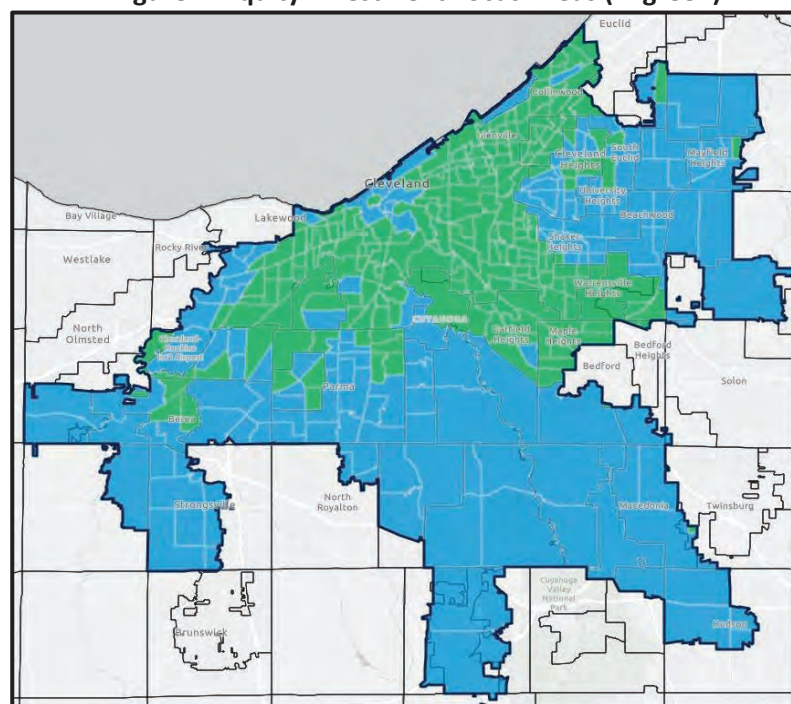
The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch, or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>).

Equity Investment Focus Areas

The District will designate separate funding for the award of projects within Equity Investment Focus Areas (EIFA). For the purposes of this RFP, EIFA is defined as those areas within the District's sanitary sewer service area that are included in a census tract with high poverty levels. Households earning less than 250% of the Federal Poverty Level (FPL) are eligible for the District's Affordability Program. This criterion (FPL) is based on 2021 Census Data regarding Median Household Income and Average Household Size.

A 25% match is still required for projects within an Equity Investment Focus Area. A map delineating the EIFA can be viewed at the following link: <https://arcg.is/0e5v15> or in Figure 1 below.

Figure 1: Equity Investment Focus Areas (in green)



Terms of Grant Funding

The MCIP is a reimbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2022. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support reimbursement. Refer to the District's *MCIP Policy, Process, and Procedures* document for additional information on reimbursement.

Costs associated with services provided by third-parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing, and inspection, and/or other direct costs as approved by the District, are eligible for grant funding. Indirect cost allocations are not eligible for reimbursement.

Project Performance Verification

The District will require project performance verification to demonstrate how the project is functioning. Verification activities and data collection may include reporting, pre- and post-construction rainfall and flow monitoring, water quality sampling, and modeling or other type of evaluation, such as Rainfall Derived Inflow and Infiltration (RDII) determination depending on the type of project. Guidelines on the type of pre and/or post construction monitoring, sampling and evaluation are provided in **Attachment A – Performance Verification Guidelines**. Communities should review the guidelines and include their anticipated method(s) of data collection, project verification and the estimated associated costs in their proposal.

It is the applicant's responsibility to ensure that no negative impacts will occur as a result of the proposed project through investigations, modeling, or other analysis.

Project Evaluation

The District will review and prioritize proposed projects for available funding based on the following criteria:

1. Infrastructure Condition (30%)

The current and actual condition of the structure using the condition descriptions defined in Table 1. Information that expands on the description should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to condition assessments, identification of broken pipes, televised underground system inspection reports, age inventory reports and maintenance records, and any additional information that may impact the evaluation of the infrastructure condition. If available, condition assessments should be provided in accordance with NASSCO's Pipeline and Manhole Assessment and Certification Program (PACP and MACP). NASSCO condition is recommended. Only provide a high-level summary spreadsheet that details the sewer system's condition. If available, please provide photo or video proof of major defects with detailed documentation indicating defect(s).

Due to deficiencies commonly experienced with Over/Under sewer configurations (deteriorating, leaky, contribute high I/I and are difficult to maintain), Over/Under systems will automatically be scored 30 points in the Infrastructure Condition category.

Table 1. Rating System for Structural Infrastructure Condition.

Condition Rating	Description	Score
Failed	Complete reconstruction needed – existing infrastructure is failed, in the Over/Under configuration, and/or a PACP/MACP structural condition scores above 4.	30
Critical	Major reconstruction needed to maintain integrity, and/or A PACP/MACP structural condition scores above 4.	24
Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity, and/or PACP/MACP structural condition scores between 3-4.	18
Fair	Major rehabilitation needed to maintain integrity, and/or a PACP/MACP structural condition scores between 2-3.	12
Good	Routine maintenance and periodic repairs required to maintain integrity, and/or a PACP/MACP structural condition scores between 1-2.	6
New	New infrastructure, and/or a PACP/MACP structural condition scores between 0-1.	0

Note: To validate condition rating, photo/video evidence or a structural PACP/MACP report must be submitted.

For projects where the infrastructure condition is unknown, the infrastructure condition will be assessed and scored based on age and/or common trench configuration, using Table 2. Trench type can be verified through photo documentation, Local Sewer System Evaluation Study report(s), or as-built drawings detailing the configuration. Applications should include documentation verifying age of infrastructure, as well as any additional qualitative or historical information that can confirm the current condition.

Table 2. Rating System for Unknown Structural Infrastructure Condition

Condition Rating	Description	Score
Failed	50 years or older, and/or an Over/Under configuration	30
Critical	40-49 years and/or Over Under or Dividing Wall configuration	24
Poor	30-39 years and/or common trench	18
Fair	20-29 years and/or common trench	12
Good	10-19 years	6
New	Less than 10 years	0

For projects proposing to remove/eliminate failing HSTSs, the infrastructure condition will be assessed using Table 3. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

Table 3. Rating System for Home Sewage Treatment System Projects

Age of HSTS	Score
20 years or older	30
19-16 years old	24
15-11 years old	18
10-7 years old	12
6 years or younger	6

NOTE: Projects proposing to remove/eliminate failing HSTSs must provide:

- Documentation that the area the community is targeting is part of an approved prescription of the Municipality's 208 Plan, or
- A feasibility study for removal has been completed, or
- A letter and/or agreement with the property owners or for the sanitary sewer assessment has been executed

2. Water Quality and Quantity Impacts on Human Health and the Environment (35%)

Demonstrate the effects of the project on water quality and quantity. The water quality and quantity impacts will be assessed using Table 4. Responses should be formulated that provide clarity to the following questions:

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- How many verified homes, businesses, or other occupied structures will see a benefit from this project?
- How will the proposed project eliminate or reduce the water quality/quantity impact?
- How will the proposed project mitigate the potential for unregulated release of sewage to the environment

Information that verifies and quantifies the water quality and quantity issues should be provided with the proposal and appropriately referenced within the response (e.g., page or document reference). Examples of project type and corresponding, supporting evidence include but are not limited to the following:

- HSTS /Illicit Discharge Elimination
 - Findings & Orders or Public Nuisance issued (e.g. Board of Health, EPA)
 - Sampling data supporting water quality deficiency issues (e.g. *E. Coli*, Pollutant Load)
 - Regulatory agency mandates citing deficiencies
 - Documentation of failing HSTS
- Basement Flooding Elimination
 - Documentation of reported flooding events such as:
 - Household surveys with addresses and details of flooding event
 - Call logs with flood event dates
 - Photos of event

- Desktop or hydrologic/hydraulic modeling results (hydraulic grade line, projected basements at-risk)
- Combined Sewer Overflow (CSO)/ Sanitary Sewer Overflow (SSO) Elimination/Reduction/Control
 - Monitoring results
 - Modeling results (Overflow volume, number of activations, dates)
 - Sampling data supporting water quality deficiency issues (e.g. *E. coli*, Pollutant Load)
- I/I Reduction, Elimination
 - Dye testing
 - Smoke testing
 - CCTV
 - Peak flows identified from modeling or study (District Local Sewer System Evaluation Study (LSSES) or other study)
- Common Trench Rehabilitation - Trench Type Verification
 - Photographs
 - Design plans
 - CCTV
 - Dye Testing
 - Smoke Testing

Table 4. Rating System for Water Quality/Quantity Impacts*

Water Quality and Human Health Issue	Description	Score Range	
		Low	High
Failed HSTS, Illicit Discharge	Removal of a continuous source of water quality impairment during wet and dry weather	11 < 40 units	20 > 200 units
Basement Flooding	Reducing intermittent and direct water quality impairments to human health and private property	11 <10 basements	20 > 20 basements
CSO/SSO	Removal of wet weather source of water quality impairment	6 Unknown effect of project	10 Modeled quantity and/or multiple locations
Inflow/Infiltration	Conserving capacity in the common trench/separate sewer system	1-5 Sliding scale depending on severity of I/I	
Common Trench	Work varying from minimum rehabilitation to full separation	1-5	
Documentation			
Problem(s) is/are verified through documentation		1-10	

***35 points scoring maximum**

3. Project Provides Source Control of Stormwater (10%)

Project demonstrates source control of stormwater by preventing (removal) or controlling (detention/retention) stormwater from entering the combined or separate sanitary sewer system. To be considered for points under this criterion, the applicant will have to show volume reduction and/or peak rate control of stormwater entering the combined or separate sanitary sewer system using stormwater control measures such as disconnection, detention, or other innovative practices; see Table 5 and Attachment B.

Table 5. Rating System for Source Control of Stormwater

Description	Score
Removal of stormwater from combined or sanitary sewer system and managed for quality and/or quantity. This can be accomplished by a single SCM that provides a dual function (<i>ex. retention basin with critical storm and wet extended detention</i>), or by one or more SCMs that provide independent functions (<i>ex: infiltration, harvesting, impervious area reduction, critical storm, WQv treatment</i>)	9-10
Control of stormwater prior to discharging into the combined or sanitary sewer system via a SCM that provides a quantity management function via runoff reduction or peak rate control (<i>ex: infiltration, harvesting, impervious area reduction, critical storm</i>)	6 - 8
Removal of stormwater from the storm sewer system via a SCM that provides a quantity management function via runoff reduction (<i>ex: infiltration, harvesting, impervious area reduction</i>)	1 - 5

4. Project Provides a Significant Benefit to the District (15%)

Demonstrate the benefits to the District of the project. Benefits include but are not limited to projects that assist in attaining compliance with a District community discharge permit, addresses private property flows to District collection system infrastructure, reduce infrastructure flooding/basement back-ups, expand water quality treatment benefit to new District customers, are recommended by a District study, and/or improve water quality in area waterways to compliment the District's ongoing programs, such as the Project Clean Lake Program, Local Sewer System Evaluation Studies, or Regional Stormwater Management Program.

5. Non-District Matching Funding (10%)

One point will be provided for meeting the minimum requirement of 25% non-District matching funds (Table 6). If the District waives this for a community in fiscal distress as discussed under the Project Requirements section in the Request for Proposals, the proposal will be awarded one point. Projects within Equity Investment Focus Areas (EIFA) are required to provide only a 25% match and will be scored and awarded independently from other projects outside of the EIFA. Proposals must provide documentation of funding sources.

Table 6. Non-District Project Match Scoring

% Match	Point Score
25	1
26-28	2
29-31	3
32-34	4
35-37	5
38-40	6
41-43	7
44-47	8
48-49	9
50-99	10

6. Design Complete (5 extra points)

Five extra points will be added to the overall project score if the design is complete (professional engineer stamped) and ready for bidding at the time of proposal submission due date.

7. Intercommunity Projects (5 extra points)

Up to five extra points will be added to the overall project score if the project assists in conserving sewer capacity of a downstream community or a downstream community is able to remove additional flows from an upstream community. The community should reference District Local Sewer System Evaluation Study findings or other data including certification from the benefiting community

MCIP Workshop

The District has created a MCIP Workshop Video that will be available 4/22/2022 at the following link:

<https://youtu.be/RU-DNT0eWsU>

Pre-proposal Meeting

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Meetings will be scheduled between May 16 - 24. Please contact the District's Grant Programs Administrator by close of business on May 10, 2022, to schedule a meeting.

Application

The 2023 Member Community Infrastructure Program application portal is accessed through the following link:

https://www.grantrequest.com/SID_5833?SA=SNA&FID=35064

Timeline and Submission

The District must receive submissions by close of business on **June 10, 2022**. If proposal is successfully submitted there will be an immediate message and an email confirmation.

The District will not review incomplete proposals. If a proposal is determined to be incomplete, the community will have 5 business days, from the date of email receipt notification, to submit the necessary information to complete the proposal.

Direct workshop inquiries, pre-proposal meeting requests, and questions to the Grant Programs Administrator:

Linda Mayer

mayerl@neorsd.org

Awards

Award selection and announcements are anticipated in August 2022. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

Included with this document:

- Attachment A – Performance Verification Technical Guidance
- Attachment B – Stormwater Control Measure Guidance
- Attachment C – MCIP Agreement Template – Design Only Projects
- Attachment D – MCIP Agreement Template – Design & Construction Projects

Attachment A

Performance Verification Technical Guidance

Sewer Type Definitions: to be used when describing the existing system

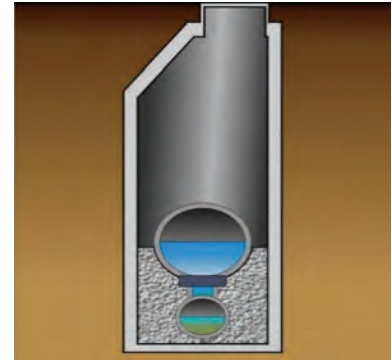
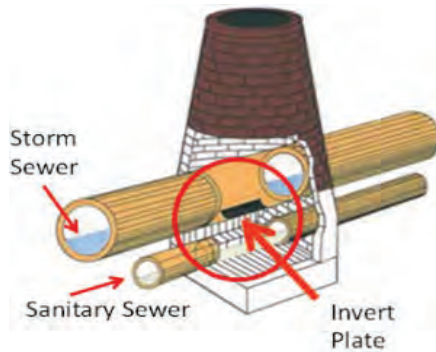
Common Trench

Both sanitary and storm sewers in the same trench, with the storm sewer either aligned on top of or next to the sanitary sewer. There are three types of Common Trench sewers.

Common Trench Over/Under

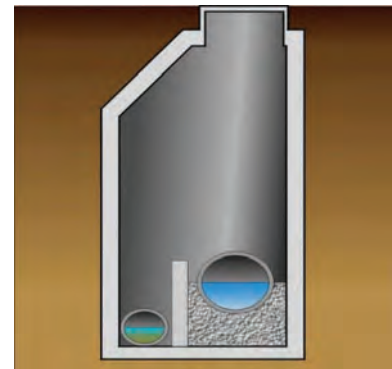
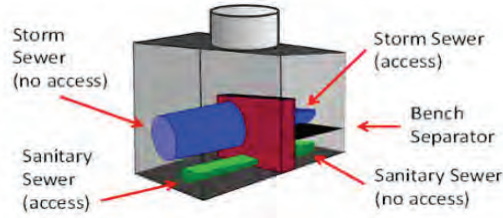
One manhole is used to access both the storm and the sanitary sewers, with a removal invert plate on the storm sewer to provide access to the sanitary sewer.

Some invert plates are found to be damaged, displaced, or missing, resulting in a direct connection between the storm and sanitary sewers.



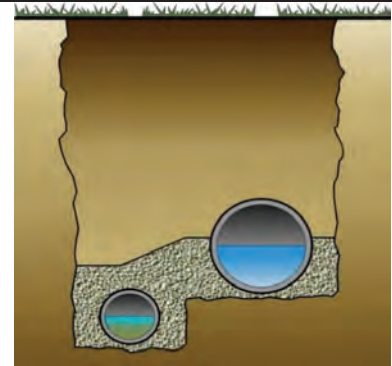
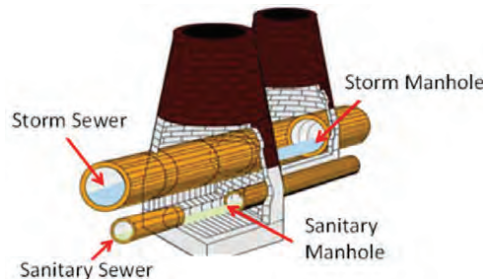
Common Trench Dividing Wall

One manhole is used to access both the storm and sanitary sewers. A vertical wall separates the storm and sanitary sewer access openings, such that flow from one sewer to the other at the manhole requires overtopping the dividing wall.



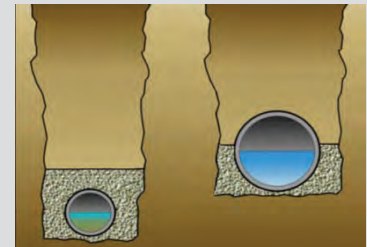
Common Trench Standard Manhole

Two manholes are constructed to allow separate access to each sewer in the common trench, but with no direct connections between the sewers.



Separate Trench

Sanitary and storm sewers in different trenches with separate manholes.



Combined Sewer

A single sewer designed to receive and transport both sanitary sewage and stormwater runoff in the same pipe.

Home Sewage Treatment Systems (HSTS)

Individual domestic wastewater disposal systems often located in areas without public sanitary collection systems.

Project Performance Verification Technical Guidance

The District requests project performance verification to document how a MCIP project is performing. Performance verification may include pre- and post-construction flow monitoring or water quality sampling, and/or desktop or hydraulic/hydrologic modeling depending on the type of project. Table 1 details options for types of performance verification activities suggested for various MCIP project types. This guidance should be considered when developing a performance verification plan and project budget.

Table 1: Suggested Project Performance Verification by Project Type

	Flow Monitoring	RDII evaluation ¹	Dry Weather Water Quality Outfall Sampling	Notes/Comments
Combined Sewer Separation	X	X (post)	X	Post RDII will quantify any private property I/I contribution
Common Trench Sewer Lining or Separation	X	X		Pre- and post-construction flow monitoring and RDII analysis will show reductions in I/I within new/rehabilitated sanitary sewer.
Separate Trench Sewer Lining or Replacement	X	X		
Lateral Repair	X	X		
Private Property I/I Reduction	X	X		
HSTS Removal			X	Sampling will verify elimination of failing HSTS
Illicit Connection Removal			X	Sampling will verify elimination of illicit discharge
SSO/CSO Control²	X			Monitor for activations; can be level or flow monitoring
Relief Sewer/ Parallel Storage	X			Monitor existing sewer level

¹ Applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

² Quantification of SSO/CSO volume and/or activation reduction assists in determining the benefit of the project.

Table 1 is not a complete list of all MCIP-eligible project types but is provided for guidance. Questions regarding project eligibility should be directed to a District Watershed Team Leader or discussed during a pre-application meeting. Other project performance verification activities may include dye or smoke testing, Closed-Circuit Televising (CCTV), and/or other methods depending on the project.

Costs relating to performance verification activities should be included in the proposal. Communities must detail their anticipated method(s) of performance verification within the proposal, as well as complete the online District AGOL submittal. Instructions for this submittal can be found later in this instructions document, and a walk-through of the process is included as part of the annual MCIP Workshop, [available in video format on the District's YouTube page](#).

The District will review project performance verification plans and may suggest additional or alternate locations for verification activities to fully capture the impact of the project. Performance verification activities will be the responsibility of the community to complete.

Flow Monitoring and Rainfall Derived Inflow and Infiltration (RDII) Evaluation Guidelines

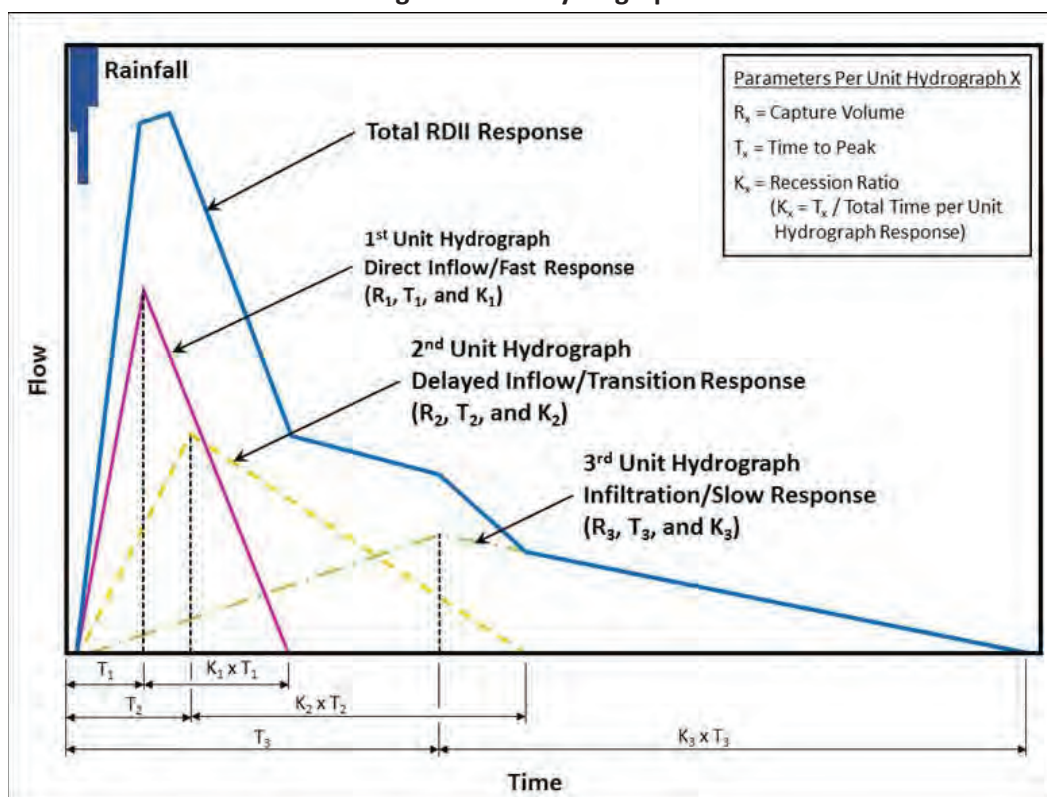
Objective

The objective of flow monitoring and RDII evaluation is to demonstrate sewer rehabilitation/replacement project performance by quantifying the resultant level of I/I reduction. For I/I reduction or elimination projects (including private property work), combined or common trench separation, and separate trench lining or replacement, the District will require pre- and post-construction flow monitoring and RDII evaluation.

RDII Evaluation

Evaluation should follow the “RTK” method for both the pre-construction and post-construction evaluations. The RTK method uses three triangular hydrographs as illustrated in **Figure 1** to estimate the wide range of response times associated with the effect of fast inflow and slower ground water infiltration. For additional information on RDII evaluation following the RTK method please reference Section 3.9 of the District’s [Hydrologic and Hydraulic Modeling for Sewer Systems Standards and Protocols](#).

Figure 1: RTK Hydrographs



The RDII analysis should provide the pre-construction and post-construction RTK values for each of the three unit hydrographs for each qualifying event in both monitoring periods. Minimum deliverables are outlined in the corresponding section below. USEPA offers a free "SSOAP Toolbox" software which can be used for this analysis. Other available modeling tools may be used as desired by the member community.

Monitoring Duration and Siting

A minimum four-week duration is recommended for both pre- and post-construction flow monitoring (total 8-week monitoring program). Monitoring can end sooner if three storms that meet either of the following criteria are captured:

- Rain event meets or exceeds a depth of 0.2 inches AND an intensity of 0.25 inches/hour
- 24-hour rainfall is greater than 0.75 inches

Data collected should include, but is not limited to: flow depth, velocity, and flow rate, recorded in 5-minute intervals. The community should identify any alternative monitoring plan (e.g., level monitoring) in their proposal. The data collection over the monitoring periods should be continuous.

In the case where pre-construction flow monitoring has already been completed, the community should input via the District AGOL portal the monitor locations and data collected or summary of findings for review by the District to support the scoring of the project.

In general, flow monitors should be placed to isolate flows within the MCIP project area. Pre- and post-construction monitoring should occur in the same locations and similar seasons (“growing season”/summer vs. “non-growing”/winter). The District will review all proposed monitoring plans submitted during the application process and, if requested, can assist with site selection of flow monitors and rain gauges.

Rain Data

The District owns and maintains a network of rain gauges that may be sufficient for the project’s needs. The community should determine if additional temporary rain gauges are necessary for verification activities. **Figure 2** shows the locations of District rain gauges. Rain gauge data requests should be sent to Matt Fedak, Data Analyst with the NEORS D Systems Integration Department (fedakm@neorsd.org). Gauge-adjusted radar rainfall data is also available for the District service area. Requests for that data should be sent to George Remias (remiasg@neorsd.org).

Figure 2: District Rain Gauge Locations



To view a larger Rain Gauge map, please visit the following link: <http://arcg.is/10KTCr>

Minimum Deliverables (Flow Monitoring)

The following deliverables should be submitted to the District and can be included in quarterly progress updates:

- Site installation forms
- Rain data, 5-minute intervals (tabular data)
- Raw and edited flow monitoring data, 5-minute intervals (tabular data)
- RDII-evaluation report/summary including:
 - Discussion on methodology and findings
 - Drainage area (acres)
 - RTK values (including sub-values for each parameter)
 - Rain data analysis (number of storms, intensity, and volume)
 - Assumed dry weather flow (DWF, tabular data)
 - Assumed base wastewater flow (BWF, tabular data)
 - Assumed groundwater infiltration (GWI)

Dry Weather Water Quality Outfall Sampling Guidelines

For projects focused on illicit discharge and HSTS elimination, or combined sewer separation, the District recommends dry-weather water quality sampling. The objective of this sampling is to obtain data that quantifies the approximate pollutant load reduction resulting from the infrastructure improvement identified in the MCIP project proposal and/or verifies separation. Pre-construction sampling should indicate elevated pollutant levels. Post-construction performance verification should consist of sampling from the same locations used for pre-construction sampling, or representative location, as applicable. Dry weather sampling locations include end of pipe samples from illicit discharges or outfalls. Sampling events should occur at three separate times for each identified outfall, in order to ensure a representative E. coli measurement.

Minimum Deliverables (Water Quality Sampling)

The following deliverables should be submitted to the District and can be included in quarterly progress updates:

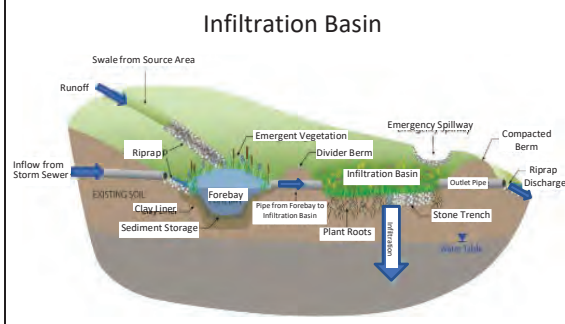
- Field sample collection report
- Sample analysis results

Attachment B

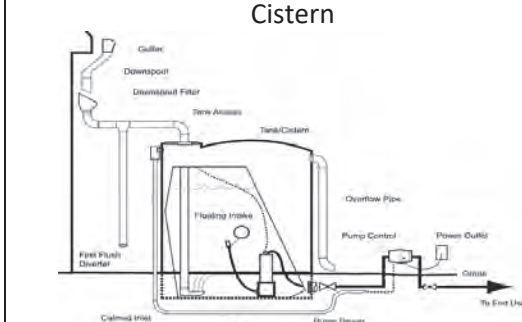
Stormwater Control Measure Guidance

Stormwater Control Measure Examples per Function

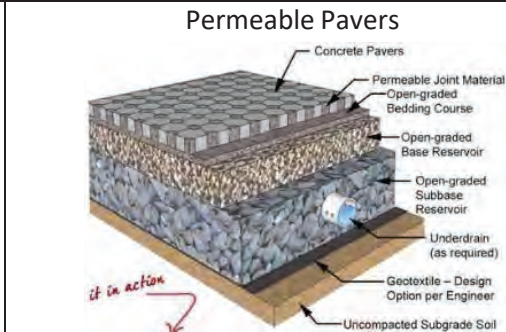
Stormwater infiltration is the process by which rainfall and stormwater runoff flows into and through the subsurface soil. Stormwater infiltration occurs when rainfall lands on pervious surfaces, when runoff flows across pervious surfaces, and when runoff is collected and directed to an infiltrating stormwater control measure (SCM).



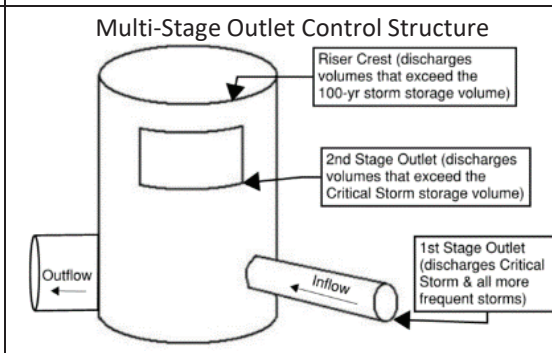
Rainwater harvesting is the practice of collecting and storing rain for reuse, rather than letting the water be channeled into drains, streams, or rivers. To truly be effective, there must be a dedicated need for the harvested rainwater to ensure the storage vessels are consistently emptied and that storage volumes are available to collect and hold the next rain event.



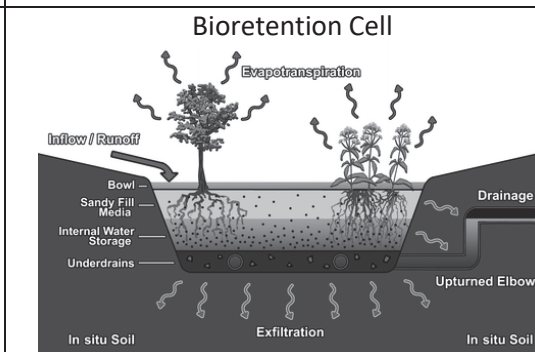
Impervious area reduction is the practice of converting impervious areas (e.g., rooftops & parking lots) into pervious surfaces (e.g., natural vegetation, permeable pavers, green roofs, etc.). This can also be accomplished by disconnecting and conveying impervious surfaces and roof drains to suitable pervious areas.



Peak Rate Control for stormwater runoff (i.e., Critical Storm) is the process of reducing the post-dvl'p peak runoff rate from the critical storm (CS) & all more-frequent storms to the pre-dvl'p peak runoff rate from a 1-yr, 24-hr storm. Storms less frequent than the CS (up to the 100-yr) have peak runoff rates \leq peak runoff rates from equivalent size storms under pre-dvl'p conditions.



Water Quality Volume (WQv) Treatment is accomplished in Ohio via designing post-construction SCMs that store storm water runoff (from developed areas) from rainfall events $\leq 0.90"$ (estimated 80% reduction in total suspended solids on an average annual basis). Ohio EPA feels this precipitation depth will adequately control pollutants in runoff and minimize channel & bank erosion.



Attachment C

Design Only Project Agreement

Attachment D

Design and Construction Project Agreement

EXHIBIT D

2023 MCIP

Before You Begin

PLEASE READ BEFORE PROCEEDING

- Limit your use of bullets and other formatting.
- Copy and paste as needed.
- Log into your account at https://www.GrantRequest.com/SID_5833?SA=AM to access saved and submitted requests.
- Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.

Application

Applicant Information

Member Community or Public Agency

City of Beachwood

Applicant

Chris Arrietta

Co-Applicant

GPD Group, City Engineer

Co-Applicant Letter of Support

2023 MCIP Beachwood Support Letter.pdf

Project Contact Title

Public Works Director

Project Contact First Name

Chris

Project Contact Last Name

Arrietta

Project Contact Address

23355 Mercantile Road, Beachwood, OH 44122

Project Contact Phone

2162921930

Project Contact E-mail

Chris.Arrietta@beachwoodohio.com

Project Information

Project Title

Timberlane/Green Sanitary Relief Sewer Phase 1

Project Location

(Address, cross streets, which streets, etc)

Phase 1 will include South Green Road from Ranch Road to Campus Drive and Campus Drive from South Green Road to Cedar Road. Phase 2 to be submitted in a future application will include Timberlane Drive from Halcyon Road to Beachwood Boulevard, Beachwood Boulevard from Timberlane Drive to Greenlawn Avenue, and Greenlawn Avenue from Beachwood Boulevard to South Green Road.

Project Type

Design & Construction

Total Project Cost

3500000

MCIP Requested Grant Amount

1500000

EIFA

Non-District Funds

2000000

% Non-District Funds

57

Project Start Date

February 01, 2023

Project End Date

December 31, 2024

Project Funding Request - Identify what the District funds will support

Project Funding Request - Design Only

Provide documentation that shows non-district funding (match funding) has been secured for project design that funding and when the design will start and be completed.

Project Funding Request - Design and Construction

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

Construction only applications require a "shovel-ready" project. Please include a copy of the stamped drawings.

2023 MCIP Timberlane Green Finance Letter.pdf

Project Funding Request - Construction Only

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

*****IMPORTANT*** Review the 2023 MCIP RFP Project Evaluation section for details and expectations for each section. Multiple documents can be combined into one file prior to uploading. (Maximum upload of 1GB)**

Project Description

Attach reports, plans, and maps as needed to explain the project with a summary of any attachment within the project description. Important information that may assist in characterizing the project includes but is not limited to:

- Project maps displaying the location of any infrastructure being rehabilitated or reconstructed.
- Map of tributary area with approximate tributary area stated in acres.
- Detailed description of the type of infrastructure being rehabilitated or replaced (e.g. common trench over/under, common trench dividing wall, common trench standard manhole, separate trench) and what the infrastructure will be replaced with (if applicable).
- All project evaluation reports, photographs, or other information that may help the District quantify water quality issues.
- In an HSTS project, identify if the failing septic system is also classified as an illicit discharge per Ohio EPA definition.
- If the scope of the project includes illicit discharge elimination or HSTS removal, provide the number of units being eliminated.
- Documentation verifying age of infrastructure, as well as any additional qualitative or historical information that can confirm the current condition.

Attachment - Maps

Timberlane Green 2023 MCIP Project Area.pdf

Attachment - Documentation

Beachwood PFL Area BW-01 Background Documentation.pdf

Attachment - Documentation

Beachwood Blvd Plan Sheet.pdf

Project Description

The northwest quadrant of the City of Beachwood (City) has long experienced sanitary sewer surcharging and basement backups. They have partnered with the Cuyahoga County Department of Public Works (County) to install over 100 backflow preventers throughout the City, including 70 in the northwest quadrant, but have not considered this a long term solution. As the Heights Hilltop Interceptor - Local Sewer System Evaluation Study (HHI-LSSSES) planning level study investigated the northwest quadrant, known as Area BW-01 in the report, a largescale project was identified to alleviate surcharging and basement backups. This project included diversion structures on Timberlane Drive at Halcyon Road and at Beachwood Boulevard, new flow connections and increased capacity on Timberlane Drive, new flow connection and increased capacity on South Green Road, and increased capacity on Timberlane Drive. After reviewing the project limits and tributary area, the

City has decided to incorporate common trench over-under system replacement as part of the project, by altering the route down Beachwood Boulevard and Greenlawn Avenue, where historical basement backups and known cross-connectivity has plagued the residents.

Incorporating the results and recommendations from the HHI-LSES study, including the calibrated SWMM model, additional flow metering has been performed to refine the model and determine the appropriately sized sanitary relief sewer to mitigate sanitary sewer surcharging and basement flooding. Design of the entire length of the sanitary relief sewer will be completed in 2022, but construction of the approximate 1.25 miles of improvements will be separated into two construction phased projects. This application is for phase 1 of this project which is broken down as follows:

Phase 1:

- Increased capacity of relief sewer on Campus Drive from South Green Road to Cedar Road
- New relief sewer on South Green Road from Greenlawn Avenue to Campus Drive
- Increased capacity of sewer on South Green Road from Ranch Road to Greenlawn Avenue

Phase 2:

- New relief sewer on Greenlawn Avenue from Beachwood Boulevard to South Green Road
- Common trench over-under sewer replacement on Greenlawn Avenue from Beachwood Boulevard to South Green Road
- New relief sewer on Beachwood Boulevard from Timberlane Drive to Greenlawn Avenue
- Diversion structure at Beachwood Boulevard and Timberlane Drive
- Increased capacity of sewer on Timberlane Drive from Buckhurst Drive to Beachwood Boulevard
- New relief sewer on Timberlane Drive from Halcyon Road to Buckhurst Drive
- Diversion structure at Halcyon Road and Timberlane Drive

Infrastructure Condition

Sewer Projects

1. For sewer rehab and replacement projects, provide the condition, trench type, and length that most accurately reflects the current and actual condition of the structure using the condition descriptions defined below.

Condition Rating

Complete reconstruction needed – existing infrastructure is failed, in the Over/Under configuration, and/or a PACP/MACP structural condition scores above 4.

Age of Sewer

Years

95

Unknown

Sewer Type

Please indicate length(s) of existing sewer that is being rehabbed/replaced and/or new sewer that is being installed.

Combined Sewer

Linear Feet

0

Common Trench

Over/Under - Linear Feet

0

Dividing Wall - Linear Feet

0

Standard Manhole - Linear Feet

1400

Separate Trench

Linear Feet

2250

Related Sewer Documentation

For example, document trench type, reports, condition inspection, photographs, studies, field work, etc.

Timberlane_Green_Record_Drawings.pdf

Is CCTV available upon request?

Yes

HSTS Projects

1. Select age of HSTS being removed/eliminated.

Select age of HSTS

None

Systems Failing

2. What number of systems are rated by the Board of Health as failing?

0

Related HSTS Documentation

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality's 208 Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the residents for the sanitary sewer assessment has been executed.

3. Describe the structural deficiencies of the infrastructure.

Describe the structural deficiencies of the infrastructure

The sewers in this area were installed in a range from 1926-1959, with the majority of sewers installed in the late 1920s and early 1930s. Some necessary sanitary spot repairs and storm sewer work was performed in the early 1990's, early 2000's, and currently under design as part of the City's larger 5-year Capital Improvement Plan. The City is very proactive with maintaining it's sewer system, by spending millions of dollars each year televising and cleaning the sanitary and storm sewers. Dye testing of certain sewers in the project area with the HHI-LSES project indicated cross connectivity with inflow and infiltration, which validates some of the modeled projected surcharging and Citywide known problem areas. Historical records are being reviewed to include any additional necessary spot repairs along the project limits.

A portion of the planned project was constructed as part of the Beachwood Boulevard Storm Sewer Project. In anticipation of this sanitary relief sewer project and in order to facilitate those necessary storm sewer upgrades, a portion of 10-inch sanitary sewer in common trench on Campus Road was

replaced with a 24-inch sanitary sewer in separate trench along the planned alignment of this project's relief sewer. Phase 1 of this project will be connecting to both ends of this 300-foot stretch of 24-inch sanitary sewer that has already been installed.

Water Quality and Quantity Impacts on Human Health and the Environment

1. How many reported homes/businesses have experienced basement backups in the project area?

Number of Actual Basement Backups

83

Actual Basement Backup Description

As a result of the "Labor Day 2020" rain event, the City received 83 service

calls for the properties in the immediate project area.

Actual Basement Backup documentation

Beachwood Backflow Preventer and Flooding Map.pdf

2. Please provide documentation of these flooding events (e.g. flooding logs, modeling results, etc.)

Number of Model-Projected Basement Backups

191

Model-Projected Basement Backup Description

The HHI-LSSSES model runs for this area had indicated a large number of

surcharged manholes, included several with the hydraulic grade line at grade level. Exhibits for the 5-year, 1-hour, 15-minute rainfall event showing which properties in the service area were modeled at risk of basement flooding are included. According to the community report provided by NEORSD and these exhibits, 191 properties were at risk.

Model-Projected Basement Backup Documentation

Beachwood Model Projected Performance - Surcharging and Flooding Exhibits.pdf

3. Indicate the deficiencies the project will mitigate. Check all that apply.

- Flooding with structural and/or property damage
 - Structural breaks during the life of the sewer
 - Service capacity issues
 - Common Trench Rehabilitation
 - Infiltration
 - Inflow

Demonstrate the effects of the project on water quality/quantity.

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- How many verified homes, businesses, or other occupied structures will see a benefit from this project?
- How will the proposed project eliminate or reduce the water quality/quantity impact?
- How will the proposed project mitigate the potential for unregulated release of sewage to the environment?

The City of Beachwood Department of Public Works frequently receives calls during rain events for basement flooding in the northwest quadrant area of the City. Although the City has installed backflow preventers, the local surcharging is too much for the system and a relief sewer is needed to alleviate basement backups by providing additional capacity. Hundreds of properties that have model predicted basement backups will be affected by a relief sewer to lower the HGL of the area and mitigate capacity issues. The downstream BTRS interceptor was modeled and determined to have the capacity to accept additional flow from the northwest quadrant, given that there is not a rapid increase in flow, but rather a longer delayed introduction to the District connection.

Source Control of Stormwater

Source Control of Stormwater

Removal of stormwater from combined or sanitary sewer system and managed for quality and/or quantity

Describe how the project will provide source control stormwater.

Replacement of the Greenlawn Avenue over-under system and directly connected catch basins will remove stormwater inflow and infiltration from the sanitary sewers. Dye testing was performed and resulted in positive connectivity throughout the area, providing additional evidence of the capacity issues and the historical necessity for backflow preventers is warranted. Removing the stormwater flow from the sanitary sewer system will also have a positive affect on the activation of downstream SSO BP26 located in South Euclid. This project is part of the City's larger 5-year Capital Improvement Plan to address sanitary and storm sewer capacity issues.

Significant Project Benefit to the District

Describe how the project significantly benefits the District.

This project will benefit the District in several ways. It will eliminate current illicit storm connections and infiltration from an over-under system, with less stormwater conveyed to SSO BP26 and the BTRS drop shafts. Sanitary sewer surcharging and basement backups will be mitigated through the relief sewer, with less water quality and quantity impacts on human health and the environment. This project compares closely to the highest-priority suggested project from the NEORS D HHI-LSES findings for the City of Beachwood, with a holistic approach and additional consideration taken for all tributary infrastructure.

Inter-Community Benefits

Describe the inter-community benefit(s) and provide supporting documentation.

Description of Inter-Community Benefit

The sanitary sewer along South Green Road that experiences surcharging with known basement backups serves properties in both the City of Beachwood and the City of University Heights. Over 20 properties in University Heights have predicted basement flooding from the HHI-LSES modeling existing conditions for the 5-year, 1-hour, 15-minute rainfall event.

The northwest quadrant area of the City of Beachwood is ultimately tributary to South Euclid's SSO BP26 and the NEORSD BTRS interceptor. By removing inflow and infiltration from the sanitary sewer system and providing additional capacity for the surcharging sewers, a decrease in stormwater and rapid flow surges will diminish before reaching the SSO.

Attachment

Performance Verification

Use the following link to download instruction regarding input of Project Performance Verification (PPV) to the NEORS D ArcGIS online (AGOL) platform. For technical assistance regarding AGOL please email gis@neorsd.org . [AGOL instructions](#)

AGOL Completed

Yes

Project Schedule and Budget

Provide a project schedule, cash flow, and budget for the project as applicable to the MCIP fund request. The budget should specify items with prices and quantities necessary for the project. Budget may include engineering services such as design, construction, project administration, construction administration, and performance verification. Do not summarize construction into one item. A construction contingency up to 10% is permitted but inflationary adjustments are not. Provide a detailed Engineer's Estimate and a Useful Life Statement with an engineer's seal or stamp and signature by a registered professional engineer in the State of Ohio.

Design Cost

0

Design Completion Date

December 31, 2022

Performance Verification Cost

0

MCIP Construction Cost

*Not applicable for design only

3500000

MCIP Construction Start Date

*Not applicable for design only

February 01, 2023

MCIP Construction Completion Date

*Not applicable for design only

December 31, 2024

Detailed Engineer's Estimate and a Useful Life Statement

2023_MCIP_Timberlane_Green_Estimate_Sealed.pdf

Project Schedule and Budget

Preliminary flow monitoring and design of both phases of this project are covered using the 2022 MCIP application that is currently in design. The design of both phases should be complete by December 31, 2022, barring any

permitting delays. Phase 1 of the project, covered by this application, will take place first in 2023 and 2024. This phase of the project is not considered Construction only because the design plans are not complete as of the submission of this application, therefore it is being submitted as Design/Construction, with no actual Design cost included as part of the budget. Phase 2 will be included in a 2024 MCIP application for completion in 2024 as Construction only with Performance Verification.

Chris Arrietta
City of Beachwood
Director of Public Works

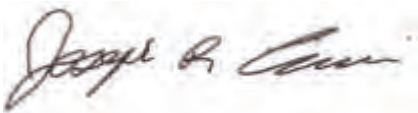
NEORSD 2023 MCIP Application Timberlane-Green Sanitary Relief Sewer Phase 1 Co-Applicant Letter of Support

As the Co-Applicant of this project, The City Engineer enthusiastically supports this MCIP application. GPD Group and its predecessor Adache-Ciuni-Lynn Assoc. has been providing consulting Civil Engineering Services to the City of Beachwood since 1996. It has been our experience that this area of the City has experienced basement flooding and other sewer issues for 25 years. Many of these issues have been resolved with back flow preventers, sewer repairs and a more aggressive maintenance program. The age of the system and its inherent design problems from years past, requires constant attention from the City Public Works Department.

This project for a ~1.25 mile sanitary relief sewer with a connection to the NEORSD interceptor is an option that will clearly have the greatest impact to resolving our issues in this, the oldest section of the City. All improvements have the goal of reducing basement flooding and improving the quality of life of our residents and improving the quality of the environment.

We anxiously await the construction of this very important project.

Sincerely,
GPD Group



Joseph R. Ciuni, P.E., P.S.
Consulting City Engineer



CITY OF BEACHWOOD - TIMBERLANE/GREEN SANITARY RELIEF SEWER PHASE 1

2023 MCIP APPLICATION

ENGINEER'S ESTIMATE

June 9, 2022

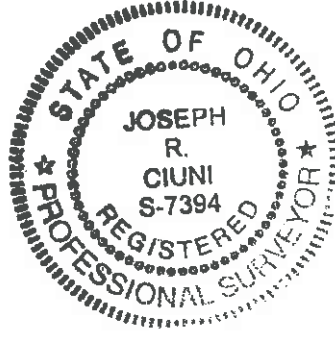
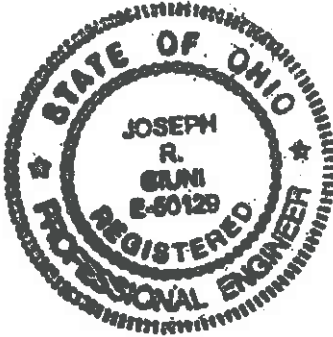
REF NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL \$
SANITARY						
1	611	15" CONDUIT, TYPE B (SANITARY), WITH PAVEMENT RESTORATION	FT	1700	\$ 850.00	\$ 1,445,000.00
2	611	24" CONDUIT, TYPE B (SANITARY), WITH PAVEMENT RESTORATION	FT	850	\$ 1,200.00	\$ 1,020,000.00
3	611	LATERAL RECONNECTION, WITH LAWN RESTORATION	EACH	16	\$ 2,500.00	\$ 40,000.00
4	611	MANHOLE, NO. 3, AS PER PLAN (SANITARY)	EACH	10	\$ 12,500.00	\$ 125,000.00
5	SPECIAL	PIPE BURSTING, 18" CONDUIT, TYPE B (SANITARY)	FT	1100	\$ 700.00	\$ 770,000.00
6	SPECIAL	PIPE BURSTING PIT, INCLUDING MANHOLE	EACH	5	\$ 20,000.00	\$ 100,000.00

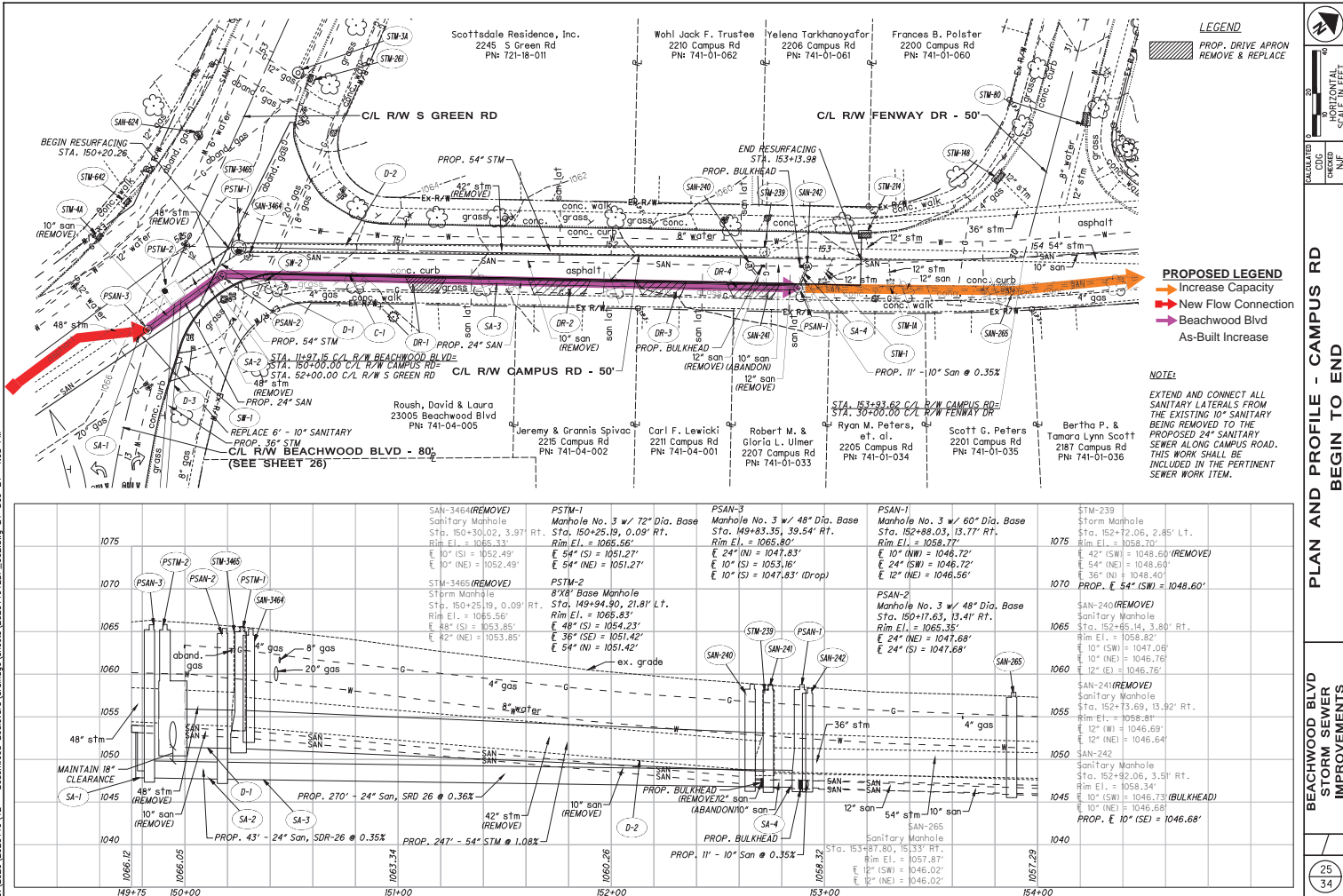
THE ESTIMATED USEFUL LIFE OF THIS PROJECT IS **20 YEARS** FOR PAVEMENT AND **50 YEARS** FOR SEWER INFRASTRUCTURE. I HEREBY CERTIFY THE ABOVE ESTIMATE OF COST AND USEFUL LIFE TO BE CORRECT.

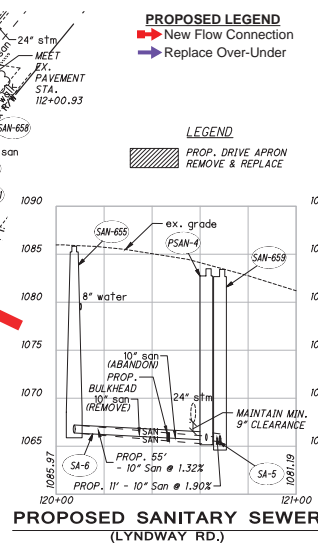
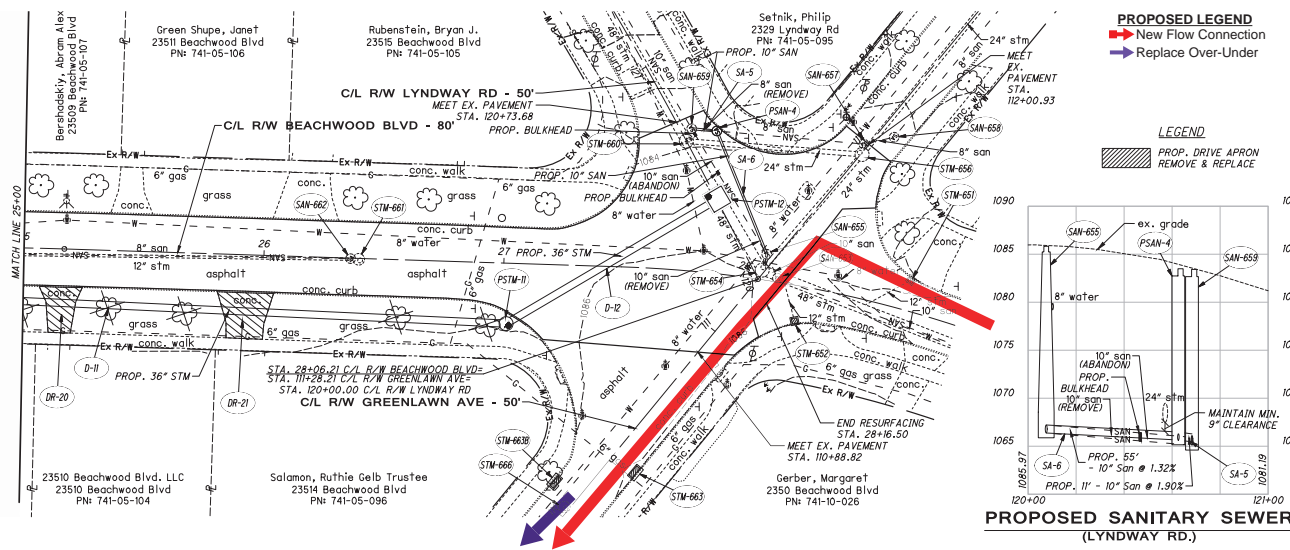
TOTAL =

\$ 3,500,000.00

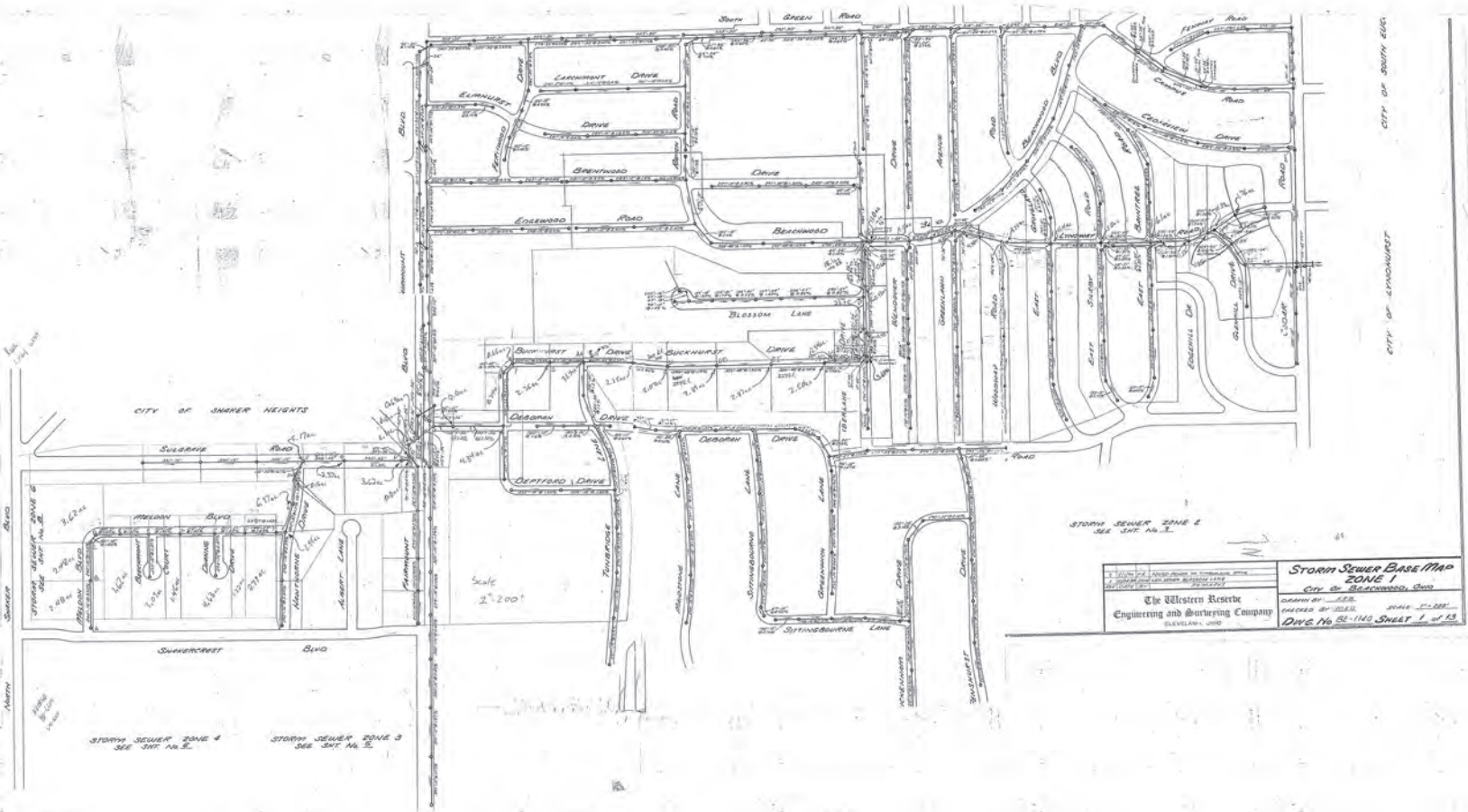
J. R. Ciuni 06/09/2022



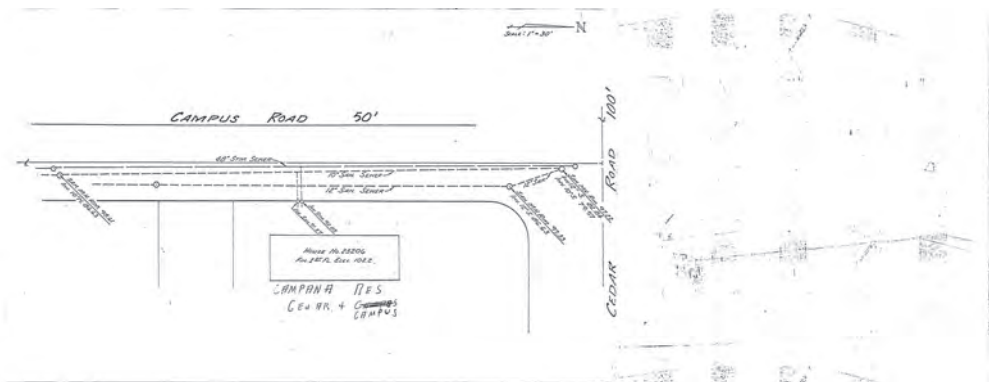


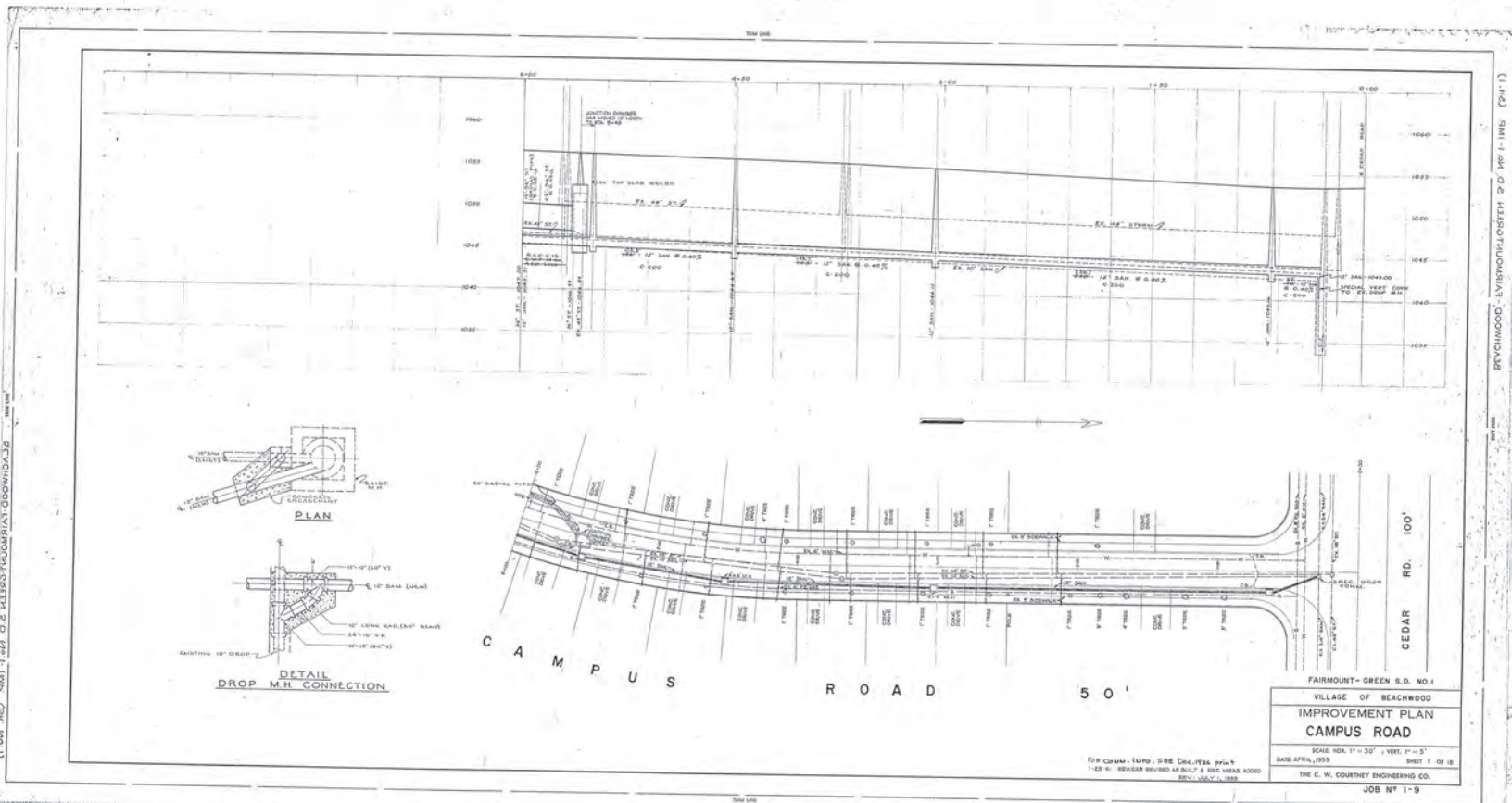


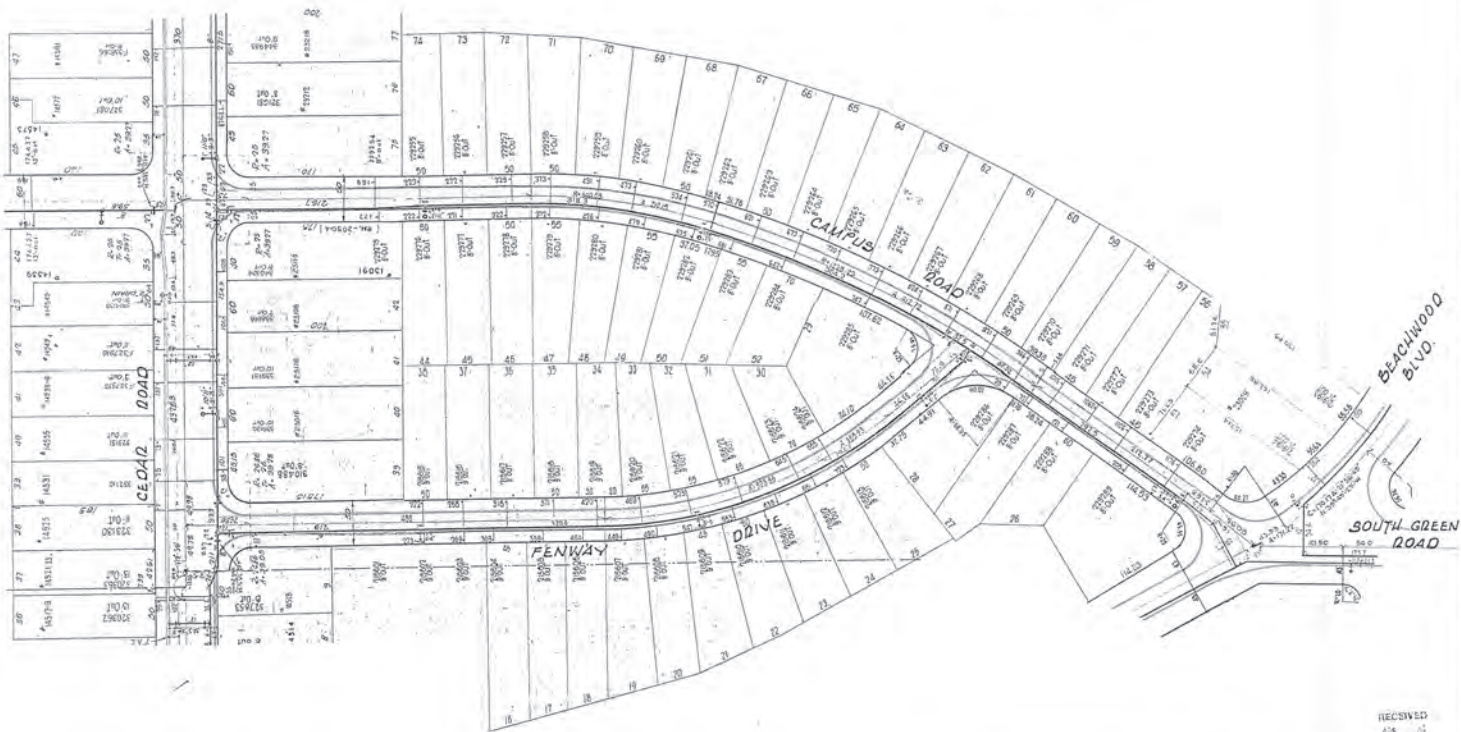
Station	Sanitary Manhole	Storm Manhole	Manhole No. 3 w/ 60" Dia. Base	8'x8' Doghouse Manhole	PSAN-4	Sanitary Manhole
1095	SAN-652 Sta. 26+36.14, 0.22' RT. Rim El. = 1085.34' E 8" (NW) = 1078.26'	STM-661 Sta. 26+39.59, 0.37' RT. Rim El. = 1085.36' E 12" (NW) = 1077.51'	Manhole No. 3 w/ 60" Dia. Base Sta. 27+01.74, 25.19' RT. Rim El. = 1085.92' E 36" (E) = 1066.25' E 36" (W) = 1066.25'	8'x8' Doghouse Manhole (See Sheet 30 for Detail) Sta. 27+85.95, 30.93' LT. Rim El. = 1085.12' E 48" (SE) = 1067.09' E 48" (SW) = 1067.09' E 24" (NE) = 1067.09' E 24" (NW) = 1067.09'	PSAN-4 Manhole No. 3 w/ 48" Dia. Base Sta. 120+62.60, 13.16' RT. Rim El. = 1083.49' E 8" (SE) = 1065.65' E 10" (SW) = 1065.65' E 10" (NW) = 1065.65'	SAN-653 Sanitary Manhole Sta. 28+14.11, 1.59' LT. Rim El. = 1085.95' E 10" (SE) = 1066.42' E 10" (NE) = 1066.32'
1090						
1085						
1080						
1075						
1070						
1065						
1060						



Campus







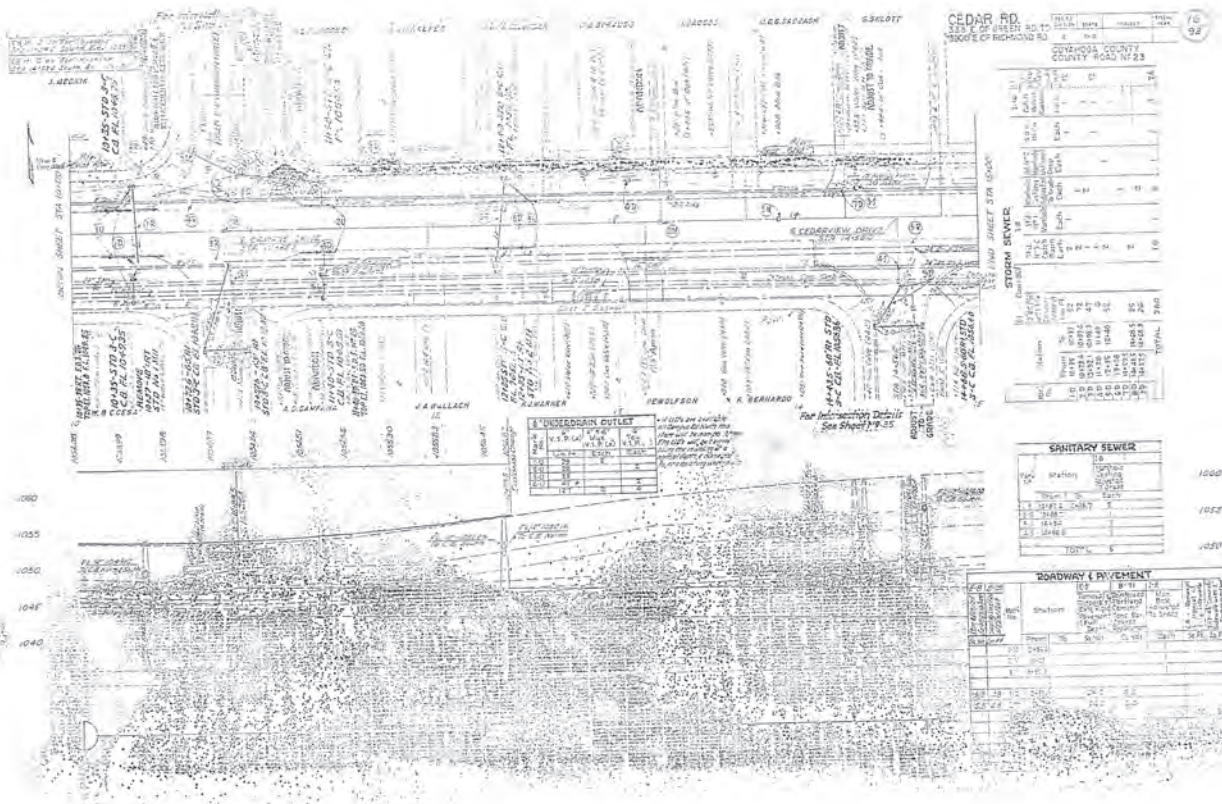
The Western Reserve
 Engineering & Surveying Co.
 DIVISION OF WELLS CORPORATION
 3000 BRIDGEVIEW ROAD - CLEVELAND, OHIO 44114 - TEL. (216) 351-9500

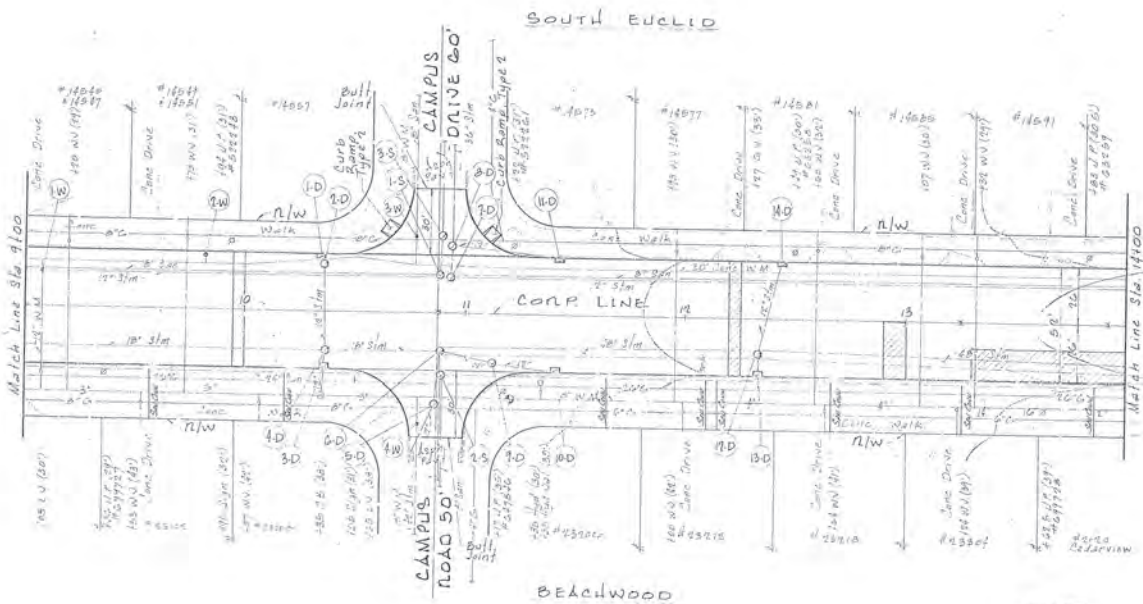
RECEIVED
 4/5 1968
 BRIDGEVIEW C242

WATER MAIN IMPROVEMENTS
 CAMPUS ROAD
 AND FENWAY DRIVE

DRAWN BY: G. J. Z. SCALE: 1" = 50'-0"
 CHECKED BY: D. P. D. SCALE:
 DRAWING NO. BE-1148 SHEET 8 OF 38

Cedar

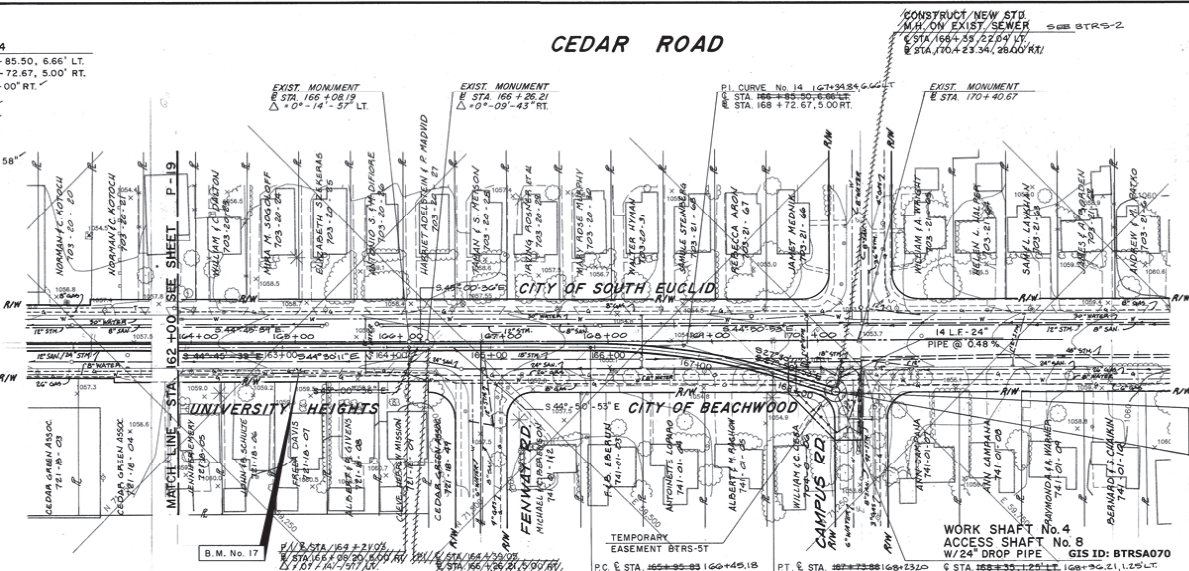




- GENERAL NOTES:**
1. Any sidewalk, pavement, drive apron, curb, curb drain, drainage pipe or drainage structure, etc., proposed during construction of the above work shall be replaced in kind by the Contractor and the cost of replacing these items shall be included in the price bid of S.F. of work.
 2. Exact location of connections to be installed are unknown. The locations of the connections will be determined in the field by the City Engineering and City Service Departments prior to Contractor starting work.
 3. Contractor shall contact the Utility Protection Service at 555-2200 to starting work. Phone: 555-2200.

No. Date By Remarks _____ _____ _____		CEDAR ROAD Sta. 9+00 to 14+00 1988 CONNECTION REPAIR
The Western Reserve Engineering & Surveying Co. DIVISION OF WALK CORPORATION 5500 BROOKVIEW ROAD - CLEVELAND, OHIO 44131 - TEL: (216) 331-8300		
DRAWN BY: <u>R.E.B.</u> CHECKED BY: <u>R.G.</u>		DRAWING NO. <u>85-1742</u> SHEET <u>2</u> OF <u>6</u>

CEDAR ROAD



- NOTES**
1. FOR PROPOSED TUNNEL TYPES AND LIMITS SEE TYPICAL TUNNEL SUPPORTS FOR CAST-IN-PLACE LINING ALTERNATE SHEET NO. TU-1 OR FOR R.C.P.-IN-TUNNEL ALTERNATE SEE SHEET NO. TU-2.
 2. FIVE PLATS AND SPECIAL CONDITIONS (IF ANY) ASSOCIATED WITH TUNNEL TYPE NO. BTR5-53 SEE VOLUME 2 OF 2 OF CONTRACT DOCUMENTS.
 3. FOR PAVING, RESTORATION AND FINISHING OF THE TEMPORARY WORK SITE SEE SITE PLAN SHEET NO. P-30.
 4. TO ACCOMPLISH THE WORK PROPOSED AT THIS WORK SITE THE CONTRACTOR SHALL OBTAIN ALL NECESSARY APPROVALS AND PERMITS FROM THE CITY OF BEACHWOOD FOR LANE CLOSURE AND TRAFFIC CONTROL AT THE INTERSECTION OF CEDAR ROAD AND CAMPUS ROAD.
 5. CONSTRUCT NEW MANHOLE ON EXISTING 24" SANITARY SEWER. IF PROPOSED MANHOLE LOCATED WITHIN EXISTING CEDAR SEWER, 1" MIN. LENGTH, AROUND EXISTING 24" PIPE AT OUTSIDE OF MANHOLE. IF PROPOSED MANHOLE LOCATED OUTSIDE OF EXISTING CEDAR SEWER, THE ENGINEER, WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL DIVERT THE FLOW, THEN CAREFULLY CUT THE EXISTING SANITARY SEWER MANHOLE TO MAINTAIN SMOOTH CHASE TRANSITION, USING CONCRETE FILL, FROM THE EXISTING 24" SEWER TO THE NEW 24" MANHOLE.
 6. ALL ROADWAY AND LANDSCAPE ITEMS REMOVED OR DESTROYED DURING CONSTRUCTION WITHIN THE R/W OF CEDAR ROAD SHALL BE REPLACED, RELOCATED OR RESTORED IN ACCORDANCE WITH THE CITY OF BEACHWOOD SPECIFICATIONS FOR CONSTRUCTION OF ROAD (NORTH OF THE CENTERLINE OF CEDAR ROAD), AND THE CITY OF BEACHWOOD SOUTHWEST OF THE CENTERLINE OF CEDAR ROAD.
 7. FOR ADDITIONAL NOTES ON EXISTING OVERHEAD AND UNDERGROUND UTILITIES SEE SHEET NO. H-4.

NOTES

END PROJECT
 @ STA. 168 + 35.00, 1.25' LT.

BENCH MARK No. 17
T/N ON HYDRANT AT H.N. 14510
CEDAR ROAD
ELEVATION 1060.89

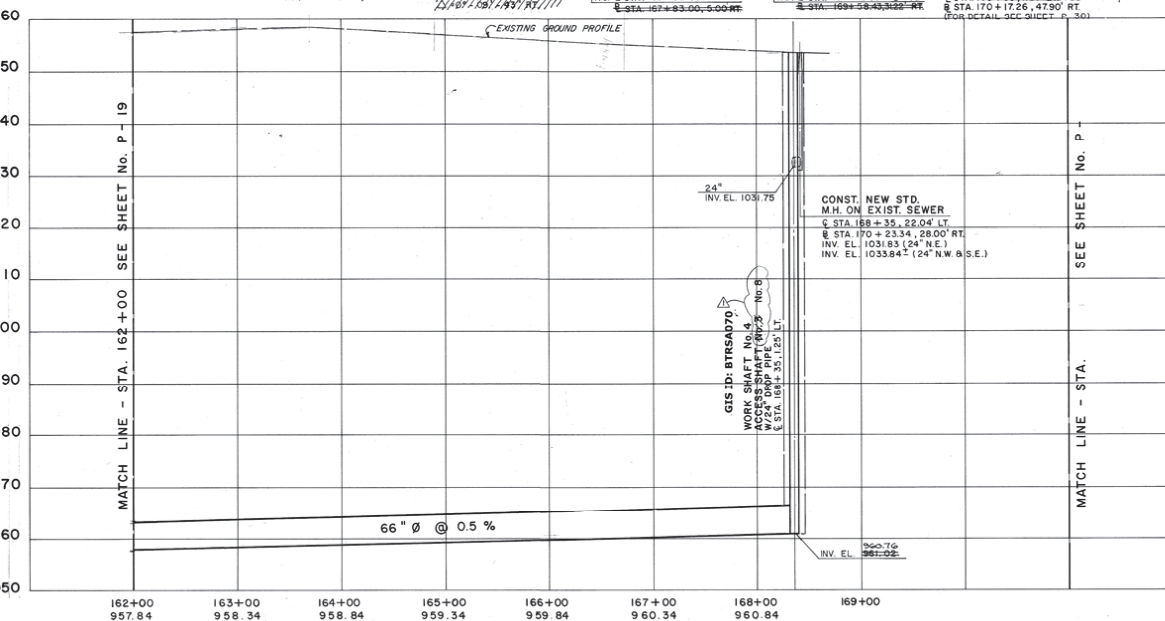
RECORD DRAWINGS

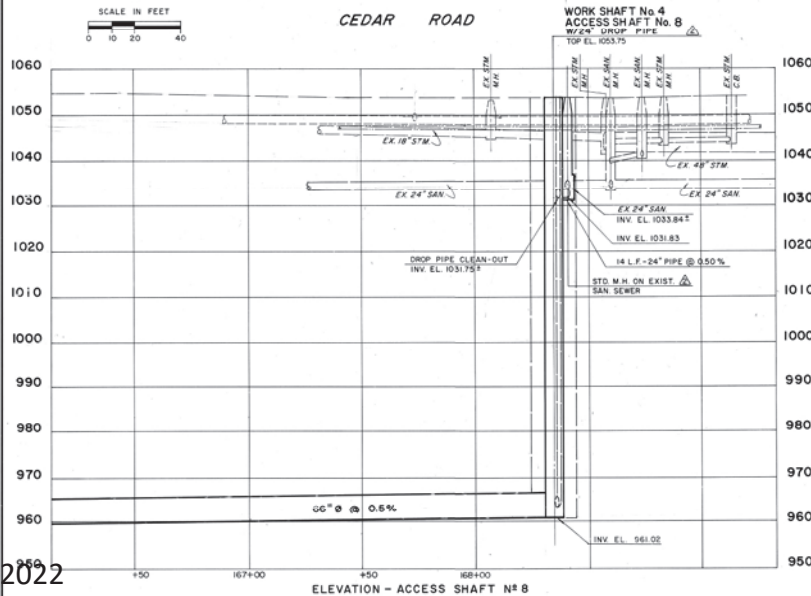
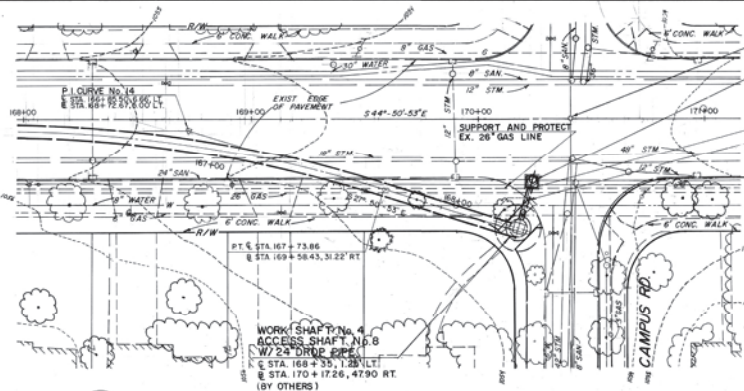
THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. THE ENGINEERS OR THEIR REPRESENTATIVES WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.



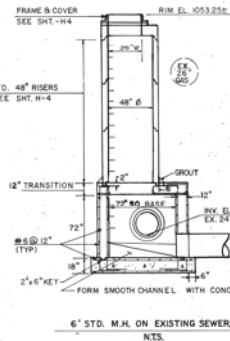
SCALE IN FEET

0 50 100

STATION
INVERT[illegible]



EXIST. MONUMENT
STA. 170 + 40.67
CONSTRUCT NEW 6' STD.
M.H. ON EXIST. SEWER, AS PER PLAN
STA. 168 + 35, 22.04' LT
STA. 170 + 23.34, 28.00' RT
INV. EL. 1031.83 (24\"/>



1. NO SIGN SHALL BE LOCATED WITHIN THIS SITE WITHOUT PRIOR WRITTEN APPROVAL FROM RECORD.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED BY THE CITY OF SOUTH EUCLID AND BEACHWOOD FOR WORKING WITHIN THE PUBLIC R/W.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AT THIS SITE AS REQUIRED BY THE CITY OF SOUTH EUCLID AND BEACHWOOD.
4. ALL ROADWAY AND LANDSCAPE ITEMS REMOVED OR DESTROYED DURING CONSTRUCTION WITHIN THE R/W OF CEDAR ROAD AND CAMPUS ROAD SHALL BE REPLACED OR RESTORED IN ACCORDANCE WITH THE CITY OF SOUTH EUCLID AND BEACHWOOD STANDARDS AND SPECIFICATIONS.
5. DUE TO ONGOING CONSTRUCTION OF THE ACCESS SHAFT AND LAYING OF AN 24-INCH PIPE, BY THE BTR-1 CONTRACTOR, THE BTR-2 CONTRACTOR IS RESPONSIBLE TO ADJUST HIS CONSTRUCTION TO FIT THE AS-BUILT CONDITIONS, IF ANY CONFLICTS EXIST.
6. THE BTR-2 CONTRACTOR IS RESPONSIBLE TO COORDINATE HIS CONSTRUCTION OF THE TR-1 STRUCTURE AT THIS SITE SO AS NOT TO DISTURB OR DAMAGE THE BTR-1 CONTRACTOR'S CONSTRUCTED HANDICAP RAMP, TYPE I.
7. THE CONTRACTOR IS RESPONSIBLE TO SUPPORT AND PROTECT EXISTING UTILITIES.
8. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ALL DISTURBED SURFACE AREA, EXISTING ABOVE AND BELOW SURFACE UTILITIES AND REPLACE IN KIND ALL LANDSCAPE, PAVEMENT CURBS AND SIDEWALK, TO CONDITIONS EXISTING PRIOR TO CONSTRUCTION IN THE AREA, AT NO ADDITIONAL COST TO THE DISTRICT.
9. CONSTRUCT 6' STD. M.H. ON EXISTING 24-INCH SANITARY SEWER, AS PER PLAN, CAST-IN-PLACE WALLS AROUND EXISTING 24-INCH PIPE TO SEAL JOINTS, OR PROVIDE ALTERNATE METHOD APPROVED BY THE ENGINEER. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL DIVERT THE FLOW, THEN CAREFULLY CUT OUT THE EXISTING 24-INCH PIPE IN THE MANHOLE AND FORM A SMOOTH CHANNEL, USING CONCRETE FILL AND A SLOPE OF 1/2 INCH/FOOT, FROM SPRING LINE OF PROPOSED 24-INCH PIPE TO SIDE OF MANHOLE.
10. ALL CURBS IF ANY REMOVED OR PLACED DURING CONSTRUCTION SHALL BE SAW CUT.
11. SEE TECHNICAL SPECIFICATIONS SECTION 01010, SUMMARY OF WORK FOR THE REQUIRED MAINTENANCE AND COMPLETION DATES ASSOCIATED WITH THIS SITE.

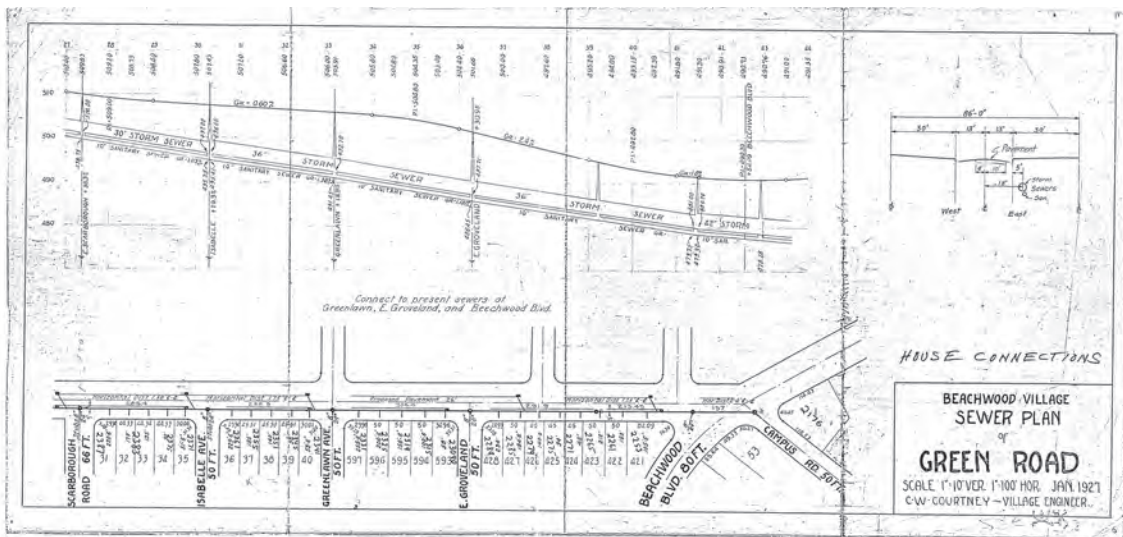
*FOR ADDITIONAL NOTES ON EXISTING OVERHEAD AND UNDERGROUND UTILITIES SEE SHEET NO. H-4.

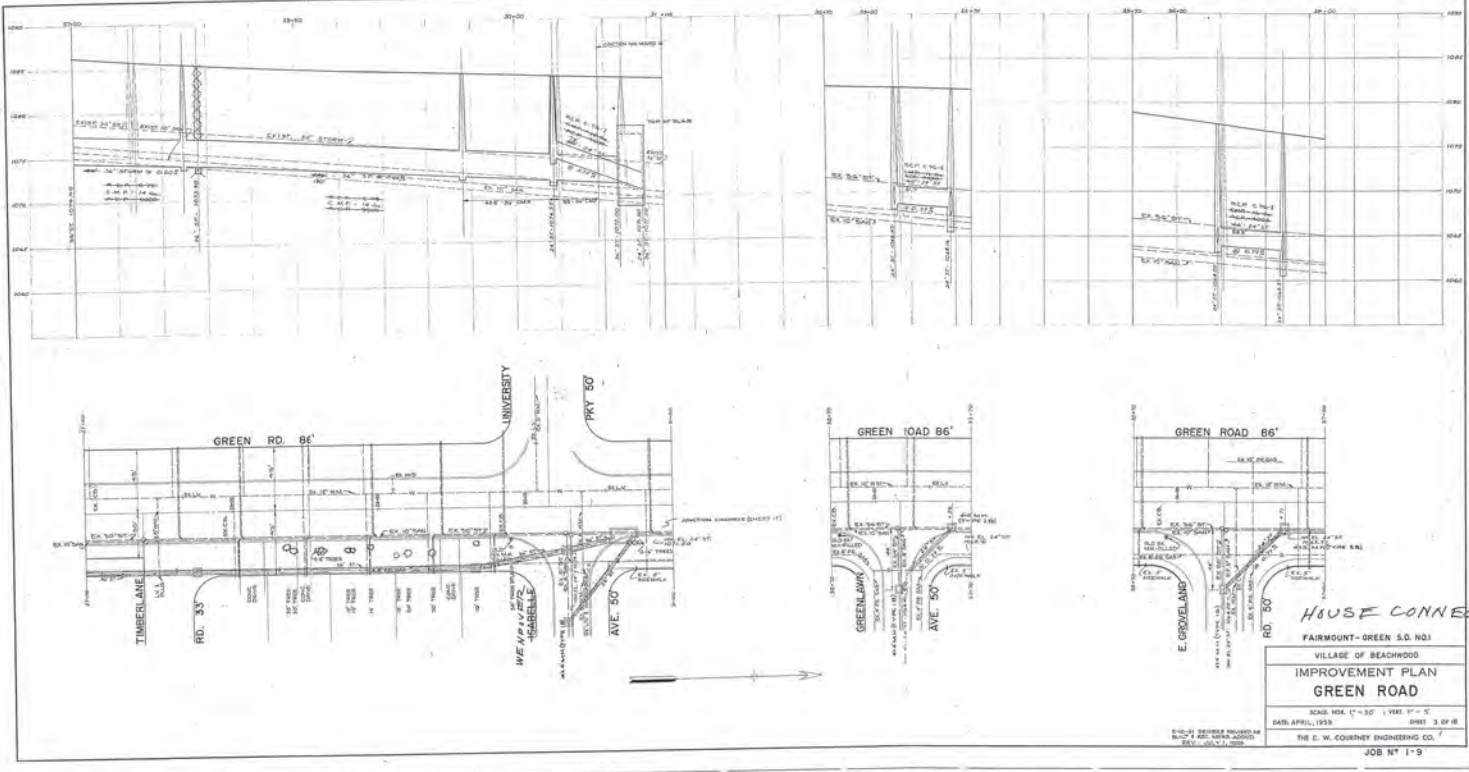
RECORD DRAWINGS
THIS RECORD DRAWING HAS BEEN PREPARED IN ACCORDANCE WITH THE RECORD DRAWING ACT, AND IS THE PROPERTY OF THE DISTRICT. IT IS TO BE USED FOR THE PURPOSES OF RECORD ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE DISTRICT. ANY REVISIONS TO THIS DRAWING SHALL BE INDICATED BY A REVISION TABLE.

JDJ&A, Inc. DESIGNED BY: J.D.J. DRAWN BY: J.D.J. APPROVED BY: J.D.J. DATE: 10/1/18 DAWN ENGINEERING, INC.		RECORD DRAWING PROJECT NO. 18-001 SHEET NO. 213 OF 265
DEI DESIGNED BY: _____ DRAWN BY: _____ APPROVED BY: _____ DATE: _____ NO. _____ REVISIONS _____ BY: _____		NORTHEAST OHIO REGIONAL SEWER DISTRICT BTRS Bluestone Road and other Tributary Intercommunity Sewers CONTRACT - 2
SITE PLAN WORK SHAFT No. 4 ACCESS SHAFT No. 8 Page 213 of 265		SCALE: AS NOTED SHEET NO. P-356 FILE NO. 90059

6/10/2022

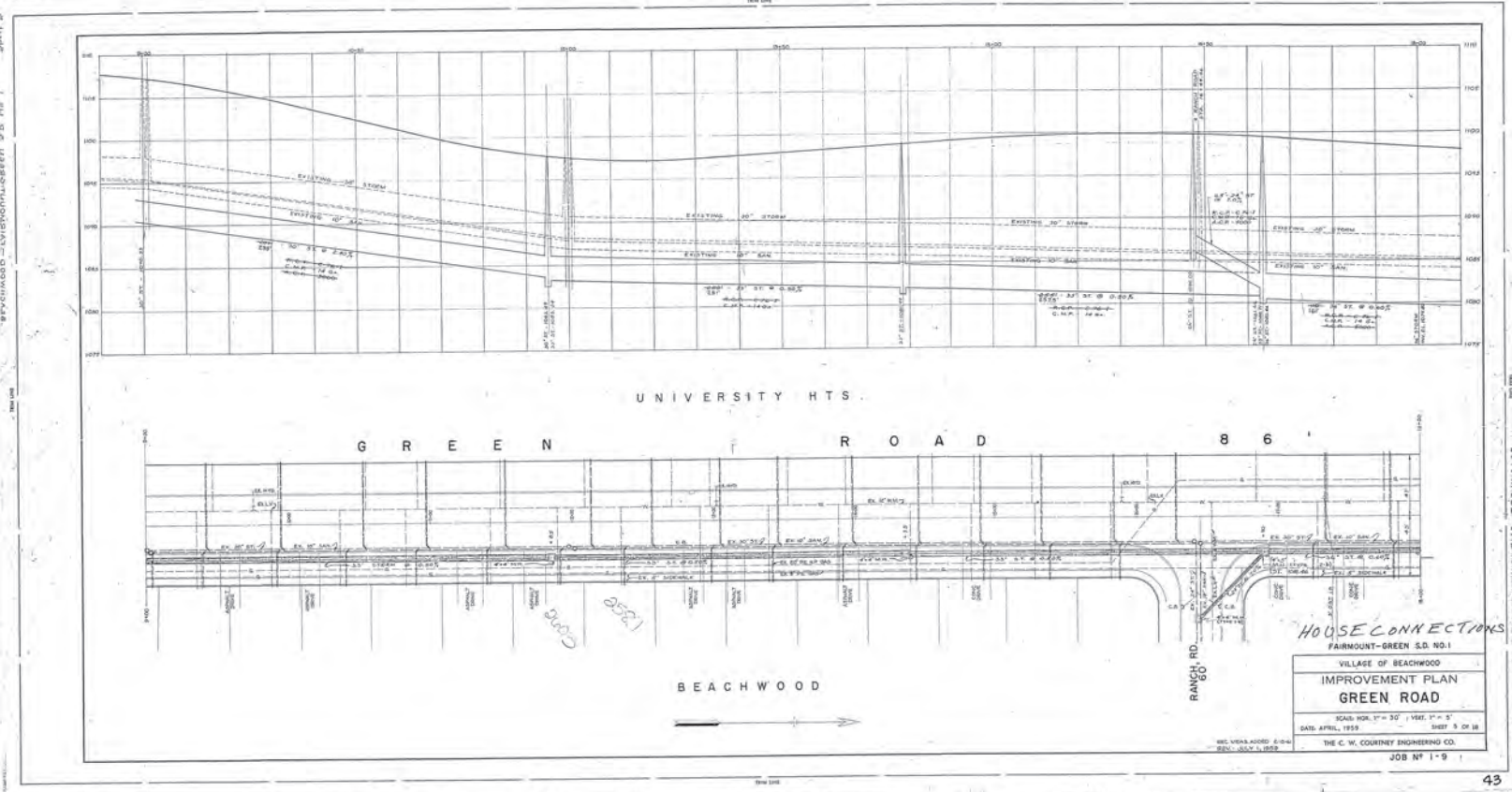
S Green Road





HOUSE CONNECT

FAIRMOUNT-GREEN S.D. NO. 1
 VILLAGE OF BEACHWOOD
 IMPROVEMENT PLAN
 GREEN ROAD
 SCALE: HOR. 1"=50' VERT. 1"=5'
 DATE: APRIL, 1959
 SHEET 3 OF 16
 THE C. W. COWNEY ENGINEERING CO.
 JOB NO. 1-9

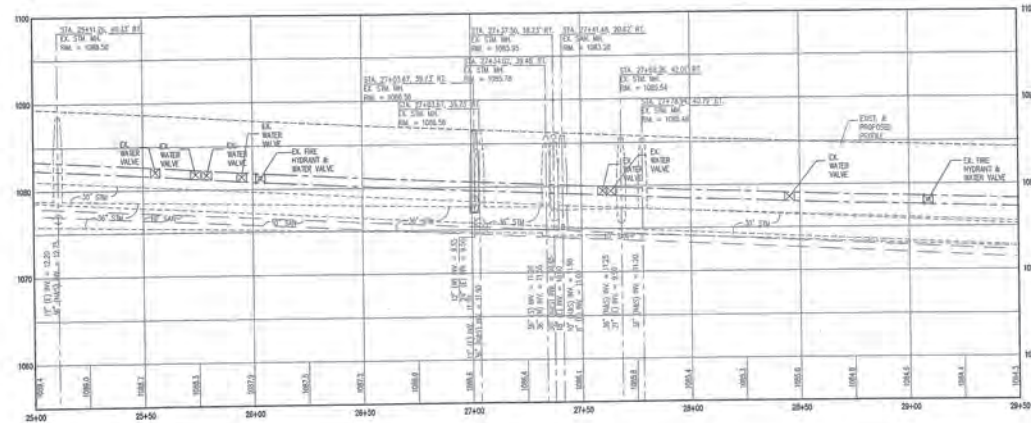
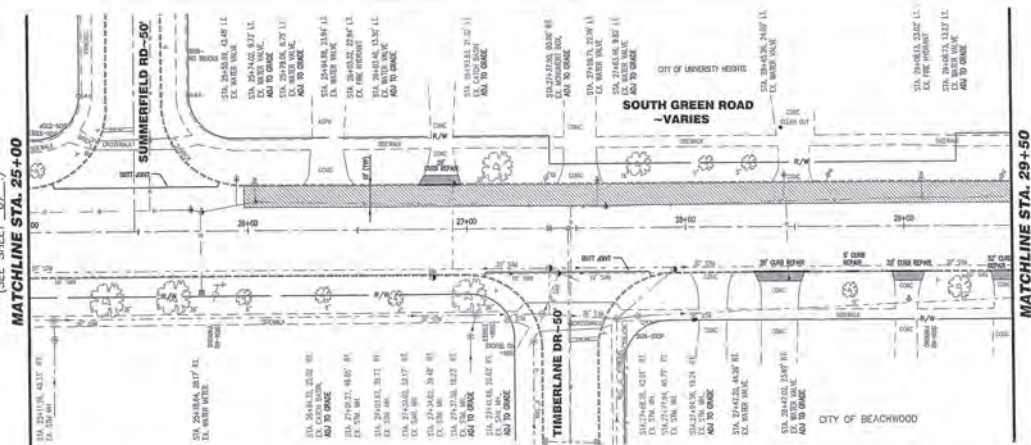


(SEE SHEET 07)

MATCHLINE STA. 25+00

MATCHLINE STA. 29+50

(SEE SHEET 09)



LEGEND

- PROPOSED ASPHALT PAVEMENT, CURB & GUTTERS
- EXISTING PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BIKEWAY
- PROPOSED STREET LIGHTS
- PROPOSED STREET FURNISHINGS
- PROPOSED STREET TREES
- PROPOSED STREET SIGNAGE
- PROPOSED STREET LIGHTING
- PROPOSED STREET FURNISHINGS
- PROPOSED STREET TREES
- PROPOSED STREET SIGNAGE
- PROPOSED STREET LIGHTING



PREPARED BY:
acila

PROJECT NO. 200265

DESIGN: JSD

DRAWN: CHK

SCALE: 1" = 20'

DATE: 08/25/08

GRAPHIC SCALE

1" = 20'

PLAN & PROFILE

STA. 25+00 TO STA. 29+50

GREEN ROAD IMPROVEMENTS

Table 5-1. Summary Table for PFL Area BW-01

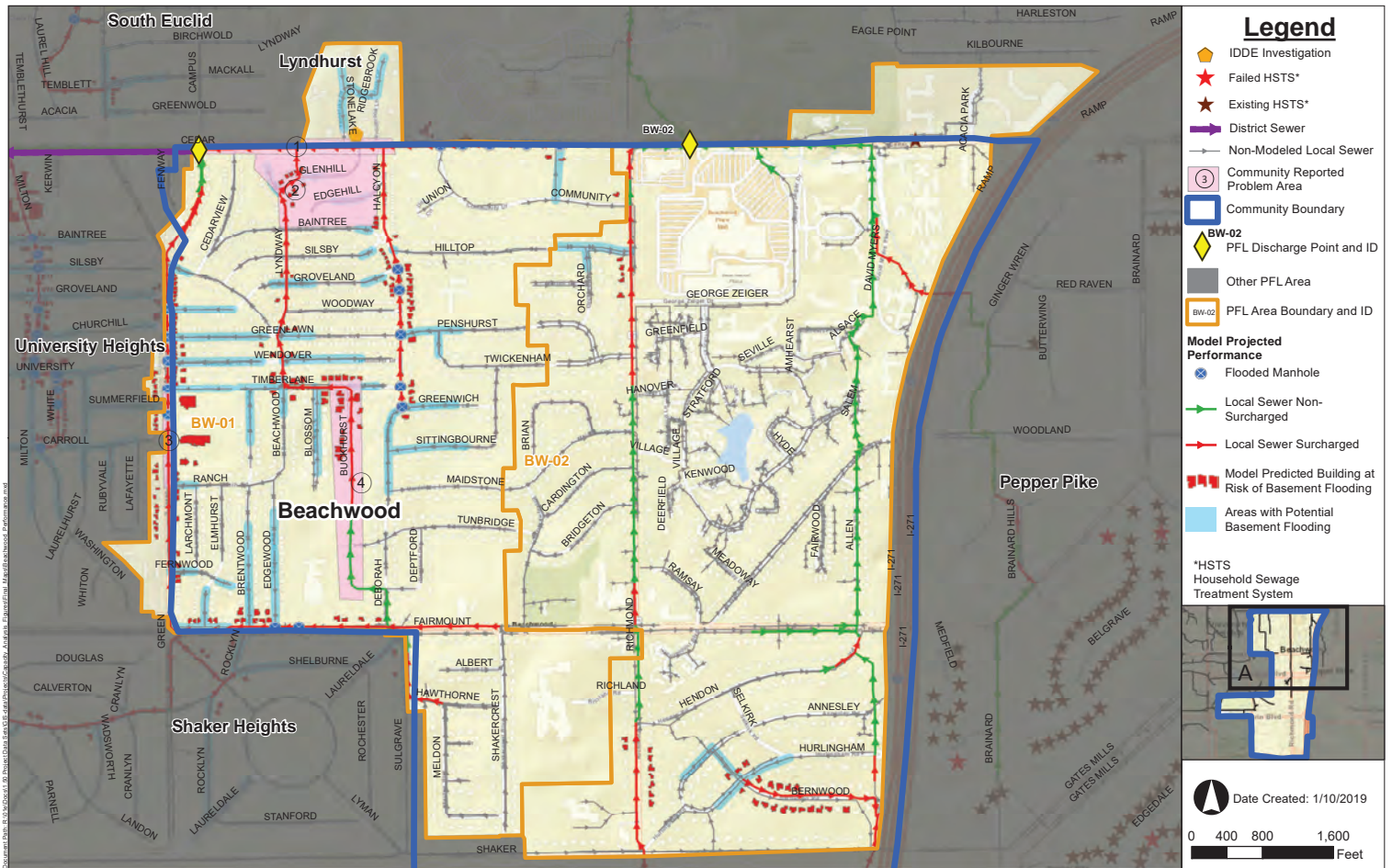
PFL Area:		BW-01		Tributary to District Branch:		BTRS-1									
Trench Type Summary						PFL Net Aggregated Area Peak Modeled Flow Rate and Comparisons (5-year, 1-hour rainfall, 15-min rainfall increments)		Model Projected Problems							
Unit	Total	Over/Under	Common Standard	Dividing Wall	Separate	Net Aggregated Sewered Area	657 Acres	Active SSOs:	0	count					
						Net Aggregated Peak Flow Rate	10.6 MGD								
						Net Aggregated Peak Flow Rate per acre	16,242 GPAD								
PFL Area (acres)	673	0.0	281	144	232	This Community PFL areas weighted average	9,559 GPAD	Controlled SSOs:	0	count					
Sanitary Sewer Length (LF)	82,100	0	36,100	21,500	24,500	All HHI-LSES PFL areas weighted average	24,800 GPAD	All projected basement backups	350	count					
% of Total Sewer Length	100%	0%	44%	26%	30%	Comparison to this Community PFL areas	71% percentile	Manholes surcharged to grade	21	count					
						Comparison to all HHI-LSES PFL areas	26% percentile	Modeled surcharged pipe within 8 ft of gound	14,689	LF					
Notes	1. Total PFL area may include non-sewered areas.					1. Net Aggregated Area GPAD is calculated by: Adding flow diversion out of the PFL and subtracting flow diversions into the PFL. The total PFL flow is then divided by the sum of the aggregated PFL areas.									
Potential Improvements															
Tier	Improvement Quantity (LF or count)							2018 Class 5 Planning Costs, \$							
	Over/Under Separation	Common Standard Rehab	Dividing Wall Rehab	Separate Trench Rehab	Capacity Increase	New Flow Path	Private Properties	Construction	Design (15%)	CA/RE (10%)	TOTAL Capital	Contingency (30%)	Project Definition Investigation	TOTAL	% of TOTAL PFL
1	0	0	0	0	3,195	3,640	0	\$8,710,000	\$1,306,500	\$871,000	\$10,887,500	\$3,266,250	\$0	\$14,153,750	60%
2	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
3	0	0	0	0	3,569	0	66	\$5,690,000	\$853,500	\$569,000	\$7,112,500	\$2,133,750	\$0	\$9,246,250	40%
TOTAL PFL	0	0	0	0	6,764	3,640	66	\$14,400,000	\$2,160,000	\$1,440,000	\$18,000,000	\$5,400,000	\$0	\$23,400,000	100%
Notes	1. Tier 1 represents improvements to address reported system problems and active SSOs. 2. Tier 2 represents improvements to control excessive I/I and eliminate the Over/Under system. 3. Tier 3 represents improvements to address other projected problems. 4. New Flow Path represents new sewers to re-direct flows.							1. Total Capital costs = Construction + Design + CA/RE 2. Contingency = 30% of Total Capital cost 3. Project Definition Investigation = \$10,000 per acre for common trench work areas 4. Total Cost = Total Capital + Contingency + Project Definition Investigation							

62



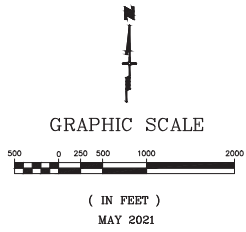
63





**Table B3. City of Beachwood Sanitary Sewer System Problem Summary by PFL Area
February 2019**

PFL Area ID	Area (acres)	Percentage Common Trench System	Community Problem Area ID	Location/Roads	Reported Problems	Model Findings and Status	Fieldwork Findings	Other Information
BW-01	673	70%	1	Cedar Road	Capacity issue	Model predicts surcharging throughout the problem area and upstream of the problem area shows flooded manholes and basement flooding.	WO-78 performed smoke testing along Cedar Rd., Community Dr., and Union Circle. Results showed distributed I/I and connected downspouts.	NA
			2	Glenhill Drive, Lyndway Road	Basement flooding	Model predicts surcharging and basement flooding within problem area. This area is upstream of problem area 1 which was identified to have a capacity issue by the local engineer.	WO-30 performed smoke testing in this area with mixed results due to common trench configuration. WO-67 attempted smoke testing on Edgehill Road, area was found to be divider wall manholes, not separate trench. WO-77 performed dye flood testing on Glenhill Drive. Results showed dyed water mainly infiltrating from lateral connections and laterals.	NA
			3	South Green Road from Ranch Road to Timberlane Drive	Capacity issue	Flooded manholes and basement flooding predicted throughout this problem area as well as upstream and downstream.	No fieldwork performed in this area, due to busy traffic location	Smoke testing done under WO-67 around problem area.
			4	Buckhurst Drive from Deptford Drive to Timberlane Drive	Capacity issue	Surcharging and basement flooding predicted in the most downstream reaches of this problem area. Surcharging continues downstream of the problem area through problem area 2.	WO-30 performed dye flood testing on Buckhurst Drive, little infiltration seen entering sanitary sewer.	NA




CITY OF
Beachwood

MARTIN S. HORWITZ, MAYOR

BACKFLOW PREVENTER LOCATIONS AND RESIDENTIAL FLOODING MAP - LABOR DAY 2020

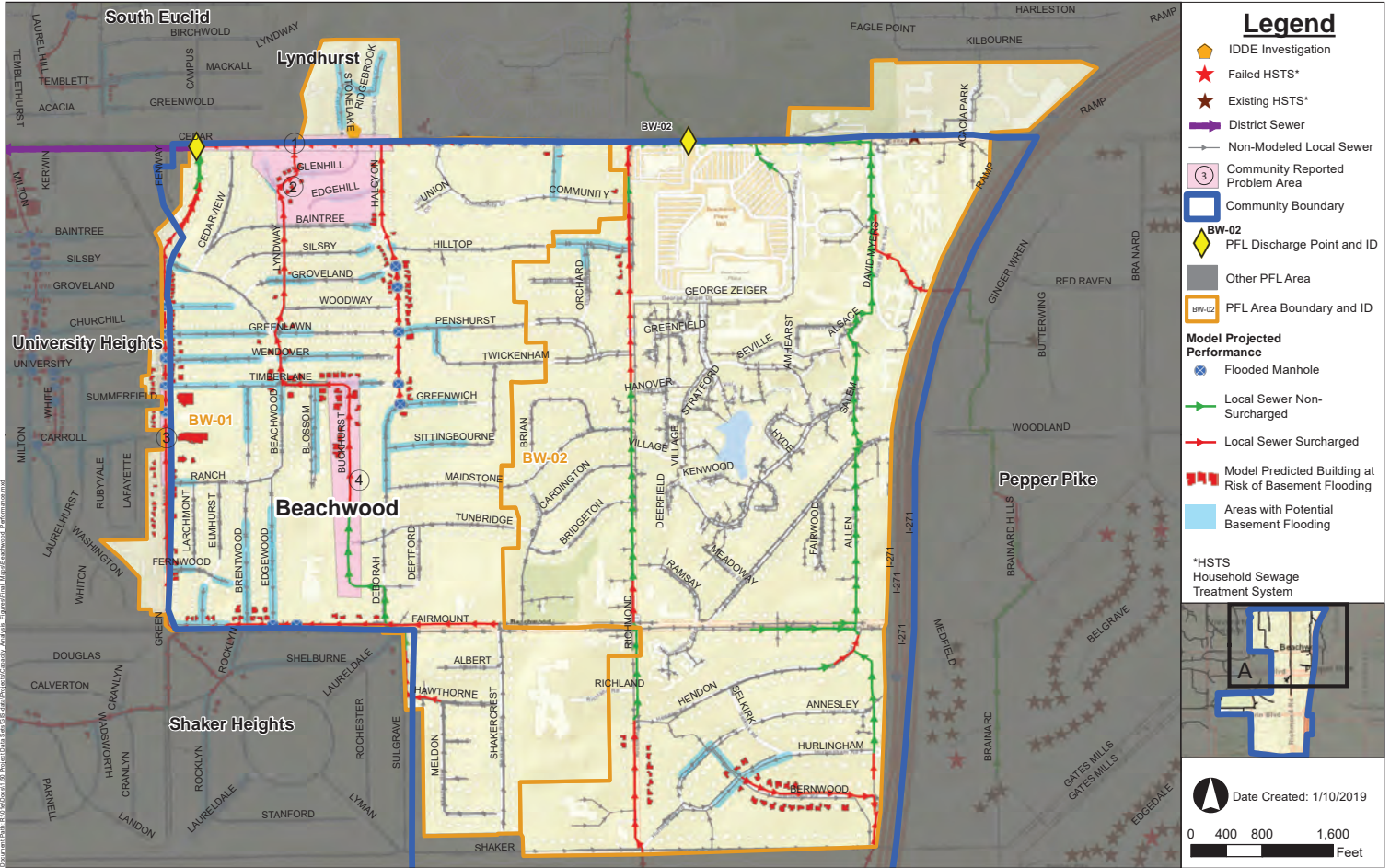
LEGEND

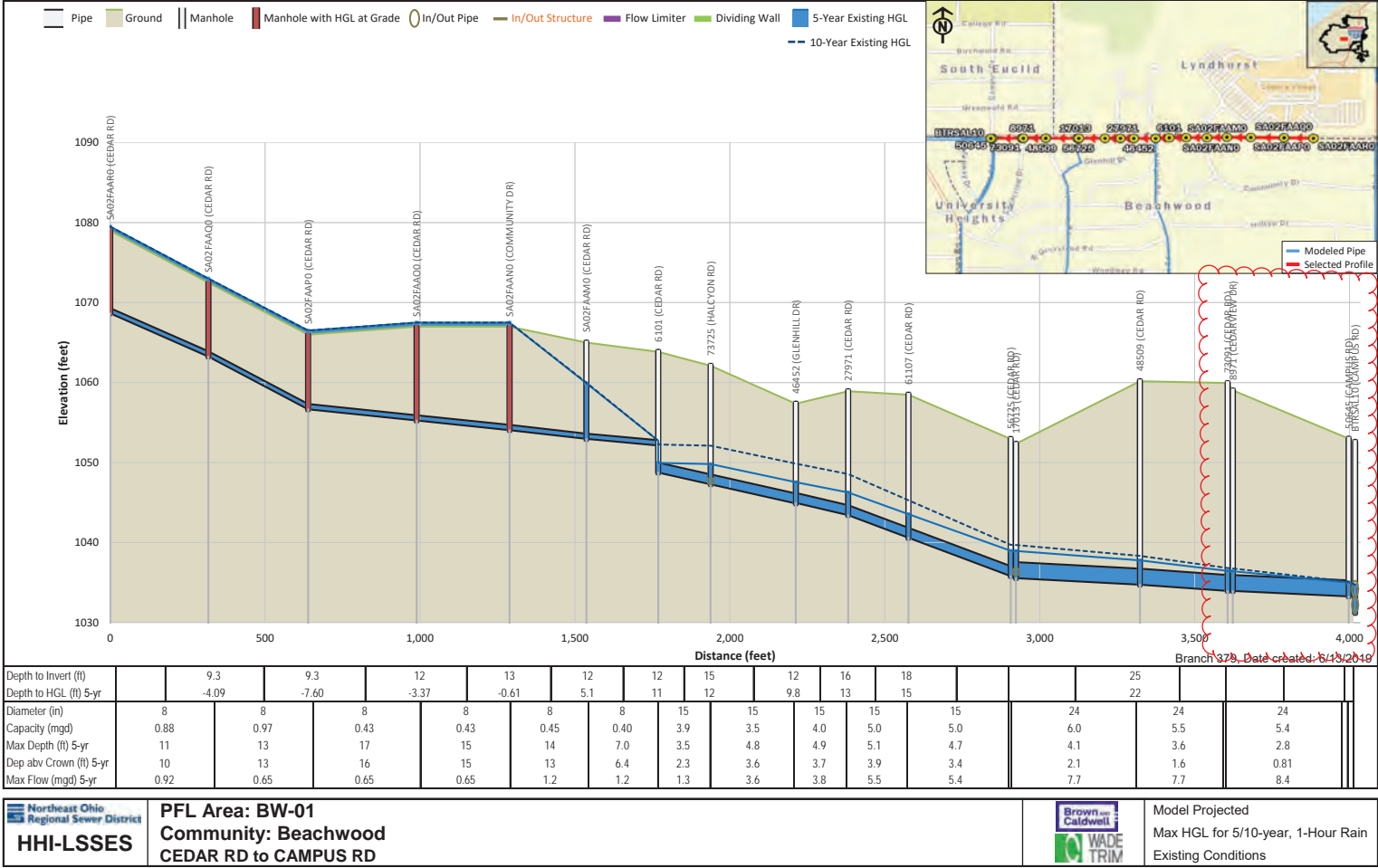
-  SERVICE CALL FOR SEWER BACKUP
-  BACKFLOW PREVENTER



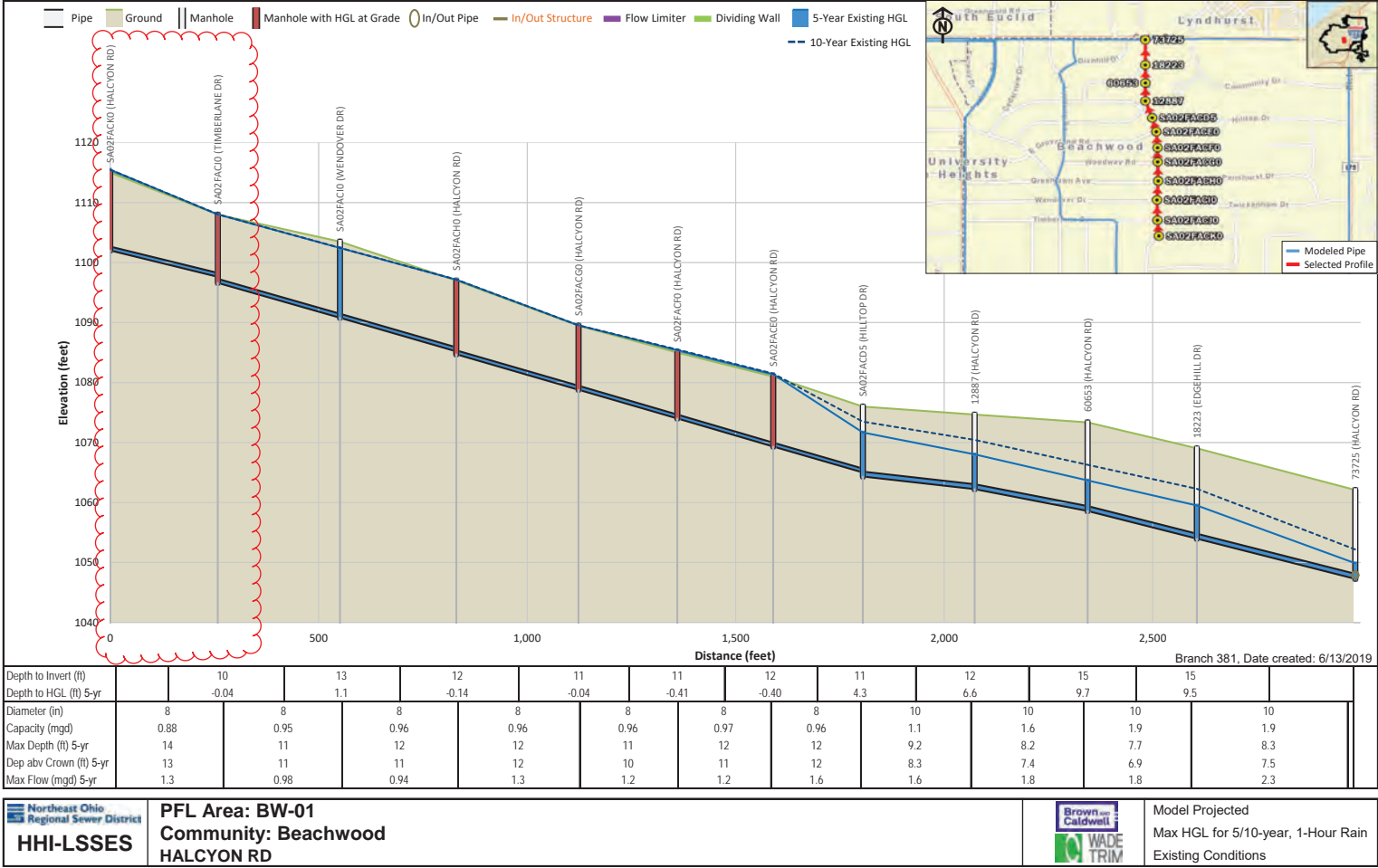
PREPARED BY:

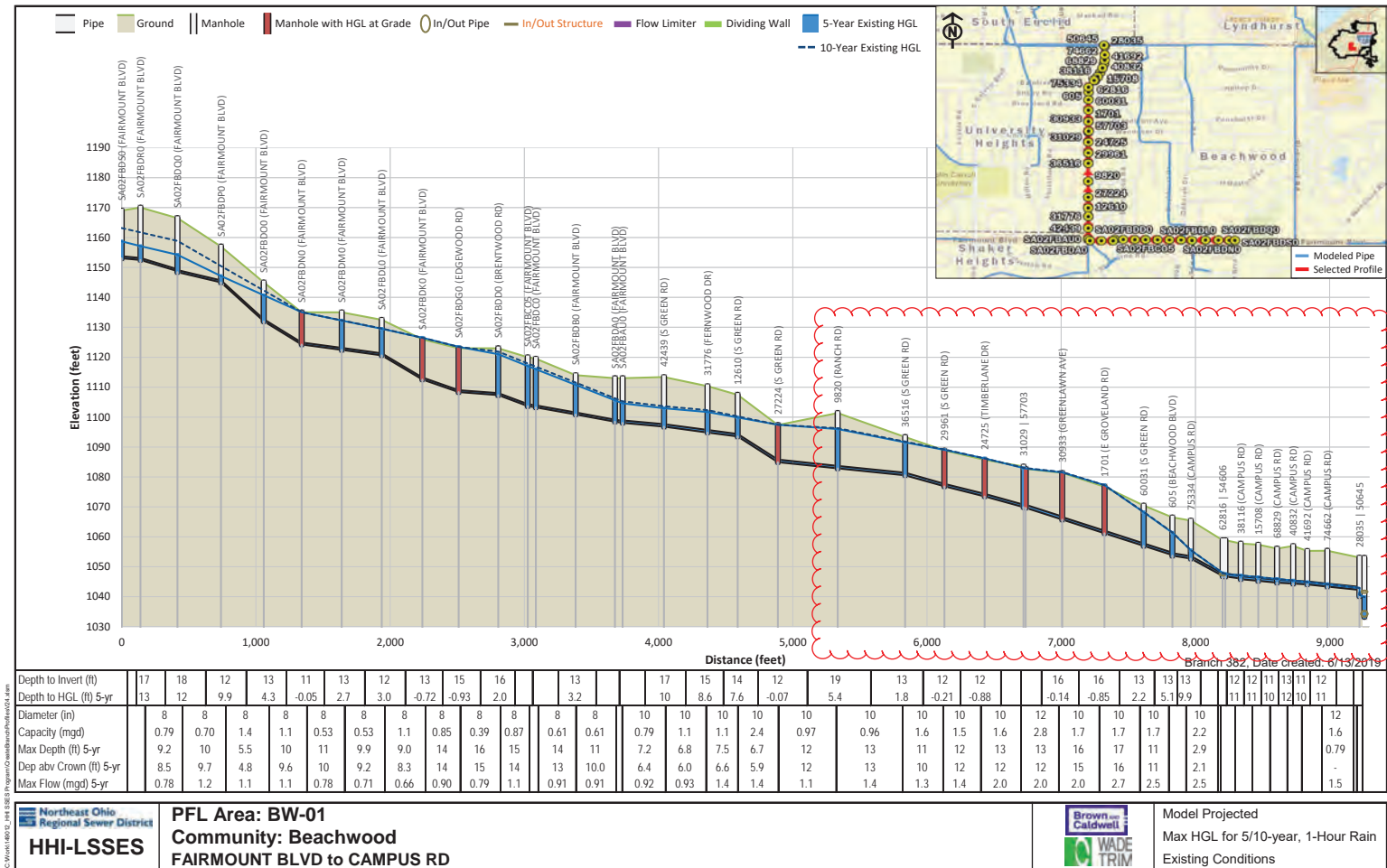












C:\work\48022_1st ISSUES\Program\GIS\MapInfo\MapInfo2019\MapInfo2019.mxd

EXHIBIT E

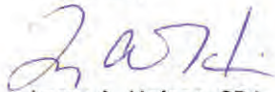
CHIEF FINANCIAL OFFICER'S
CERTIFICATION OF LOAN REPAYMENT
TIMBERLANE RELIEF SEWER PROJECT

June 10, 2022

To Whom It May Concern,

I, Larry A Heiser CPA, Director of Finance for the City of Beachwood, hereby certify that the City of Beachwood will have the amount of \$2,000,000 in City matching fund for the Northeast Ohio regional Sewer District's (NEORS) Member Community Infrastructure Program (MCIP) and additionally understand the terms and conditions of the MCIP reimbursement program. Upon authorization or approval, the City of Beachwood will enter into an agreement for the above reference project.

Sincerely,



Larry A. Heiser, CPA

Director of Finance

216-292-1913

larry.heiser@beachwoodohio.com

EXHIBIT F

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM POLICY

The Member Community Infrastructure Program (MCIP) is a funding program provided by the Northeast Ohio Regional Sewer District (District) to assist both member communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant, with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

The intent of the MCIP is to provide an annual funding opportunity to member communities and eligible political subdivisions for sewer infrastructure repair and rehabilitation that will:

- Continue progress towards environmentally sustainable and healthy communities through protection and improvement of the region's water resources consistent with the vision of the District.
- Support efforts to assist member communities' compliance with the District's Community Discharge Permit Program.
- Improve function and condition of the local sewer system.
- Identify and remove sources of inflow and infiltration (I/I) from the sewer system. This reduction will preserve the hydraulic capacity of the local and District sewer system and alleviate problems such as basement flooding.

Subject to available funding and District Board of Trustee (BOT) approval, the District anticipates funds will be available annually through a competitive process. The District will annually review the terms and conditions of the MCIP and may modify these terms and conditions based on lessons learned from previous funding rounds. There are two mechanisms for funding under the MCIP: (a) MCIP Grant or (b) a Community Operating Lease. The District will determine the appropriate funding mechanism during the application review process. Applicants do not specify a funding preference.

All available MCIP funds will be provided by the District on a reimbursement basis to the member community or other eligible political subdivision for direct project costs, conditioned on the District's prior approval of the project and member community or eligible political subdivision compliance with this Policy and the District approved Project Agreement. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the member community or eligible political subdivision and the District shall remain with the District.

If the member community or other eligible political subdivision fails to maintain a project funded through the MCIP in accordance with applicable agreements executed with the District, it shall be liable for the full amount of MCIP funds paid for the project.

The District will provide an annual update to the BOT and member communities on MCIP projects.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCESS OVERVIEW

Project Eligibility

A project must meet all of the following minimum requirements to be eligible for MCIP funding:

- Reduce water quantity issues and address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the District.
- Located in the District's sanitary sewer service area <http://arcg.is/2bPxzEt>.
- Include a minimum of 25% non-District funds dedicated to the project.
- Meet all applicable District, federal, state, and local regulations and requirements.
- Tributary to a District wastewater treatment plant.
- Owned, operated, and maintained by a member community of the District or by an eligible political subdivision, which shall be a political subdivision of the State of Ohio.
- Not be the subject of a contract which transfers ownership of the project to a private entity.

To be eligible for MCIP funding, eligible public entities submitting proposals must, in addition to all other MCIP program requirements, provide a resolution or ordinance adopted by the member community legislative body in support of the project. Member communities and eligible political subdivisions may use MCIP funds for planning, design, construction, and administrative costs directly associated with approved projects. Eligible projects include, but are not limited to the following:

- Mitigation of sanitary sewer overflows (SSOs) and illicit discharges,
- Mitigation of inflow and infiltration,
- Removal and elimination of failing home sewage treatment systems (HSTS),
- Increases to local sewer system's level of service, and
- Management of stormwater flow that enhance combined/sanitary sewer system level of service.

Application Process Overview

1. For each year of funding the District will issue a RFP to its member communities.
2. The forms for the application process are located at <https://www.neorsd.org/community/member-community-infrastructure-program-mcip/>

3. All proposals will be reviewed based on the scoring criteria found in the RFP.
4. The District's review committee will make the determination if the proposed project will be recommended for a grant or community operating lease contract. If the community operating lease option is selected, the member community or eligible political subdivision will be contacted to discuss the terms of the lease agreement.
5. MCIP recommendations will be presented to the District's BOT for final approval.
6. Upon approval by the BOT, the District will enter into a MCIP Project Agreement for each awarded project with the applicable member community or eligible political subdivision.

Project Agreement

Projects approved by the BOT will be either funded through a MCIP Project Agreement or a Community Operating Lease Agreement, depending on the District funding availability. The District's Legal Department will prepare the appropriate MCIP Project Agreement between the District and the member community or eligible political subdivision.

MCIP Project Agreement

The member community or eligible political subdivision is responsible for the full implementation of the MCIP Project as defined in the annual request for proposal. At a minimum, the MCIP Project Agreement will contain the following provisions requiring the member community or eligible political subdivision to:

- Award and/or bid, design and/or construct, and manage the MCIP Project;
- Obtain all necessary approvals and permits and pay all applicable fees connected with the MCIP Project;
- Obtain all easements, rights of entry, and other legal agreements necessary to complete the MCIP Project;
- Maintain and operate the MCIP Project during construction and after project completion for the life of the project; and
- Any other provision the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Community Operating Lease Agreement

The member community or eligible political subdivision will be required to enter into an agreement containing, at a minimum, the following:

- A provision whereby the member community or eligible political subdivision leases the existing or planned sewer asset described in the MCIP Project proposal to the District for a nominal fee for a term to be agreed upon between the District and the member community or eligible political subdivision;

- A provision requiring the District to design, if design has not been finalized, and construct the MCIP Project;
- A provision requiring the member community or eligible political subdivision to waive all permit fees applicable to the MCIP Project during design and construction;
- A provision reverting the MCIP Project back to the member community or eligible political subdivision at the end of the lease term;
- A provision requiring the member community or eligible political subdivision to maintain and operate the MCIP Project for the duration of the lease term; and
- Any other provision that the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Budget Modification

If in the event of qualifying unforeseen circumstances, a member community or eligible political subdivision may request additional funding for project eligible cost increases associated with said circumstances. All requests for additional funding will be contingent upon the availability of funds and justification of cost increases subject to District approval. The District is under no obligation to provide additional funds to MCIP awarded projects. The maximum amount of District funding for any approved budget modification will not exceed 75% of the revised MCIP project cost identified in the member community or eligible political subdivision proposal. The District, at its sole discretion, may waive the 25% non-District fund contribution requirement by a member community for a member community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a member community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>). The District reserves the right to authorize funding to address public health and water quality improvements.

Requesting Additional Funds

Eligible requests include but are not limited to:

- Costs identified due to unforeseen circumstances during the engineering or construction phase.
- Change orders during construction that are necessary to:
 - a. Complete the project as approved by the District without additional scope or project changes.
 - b. Meet required federal or state regulatory standards that are new or were unforeseen at the time project design was completed.
 - c. Address conditions not reasonably discoverable in the engineering and design phase of the project.

Ineligible requests include but are not limited to:

- Costs resulting from increased scope not needed to complete the original project without justification approved by the District.
- Funding a budget shortfall resulting from the project bids coming in higher than the estimate, without justification or explanation of unforeseen circumstances.
- Funding a budget shortfall in funding from other sources (i.e., local, state, federal and/or other sources).
- Cost overruns incurred during construction that were caused by engineering deficiencies and/or inadequate plan preparation.
- Cost overruns incurred as the result of contractor or project sponsor negligence or misfeasance.

Reimbursement Overview

1. MCIP funded projects are reimbursement only. All requests for reimbursement for the project shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the project.
2. The District's award will represent a percentage of the project cost (the "Award Percentage"), based on the cost estimate provided in the project application.
3. The member community or eligible political subdivision must demonstrate that their percentage of the project (the "MCIP Applicant Percentage"), as identified in the application, has been paid. Throughout the duration of the project, District reimbursements to the member community or eligible political subdivision for each invoice shall follow the established Award Percentages and MCIP Applicant Percentages for the project. In no circumstances shall the District's reimbursements exceed the initial award contribution to the project (the "Award Contribution").
4. If subsequent additional funds are requested and granted pursuant to these policies, then the District's final Award Contribution may represent a higher Award Percentage of the final project costs, but in no event will the District's final total Award Contribution exceed 75% of the final project costs.
5. If final project costs decrease from the project proposal estimate, then the amount of the District's final Award Contribution shall be reduced to maintain the same Award Percentage of the final project cost as the percentage of the original award in relation to the proposal estimate.

6. The member community or eligible political subdivision shall keep all records and documents relevant to the MCIP Project Agreement, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request together with any other compliance information which may be reasonably required.
7. The member community or eligible political subdivision shall bear the risk and remain solely responsible for any payments made to third parties for invoicing not approved for MCIP reimbursement by the District.
8. Upon request the member community or eligible political subdivision will provide a copy of any final accounting report prepared in connection with and specific to the project.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCEDURES

Request for Proposals

The District intends to offer an annual Request for Proposals (RFP) to member communities and eligible public entities for the MCIP. The RFP includes project requirements, evaluation criteria, and schedule of deliverables.

Eligible Projects

Within the annual RFP, the District will list eligible projects. Projects not listed can be discussed with the District for consideration.

Evaluation Criteria, Process, and Recommendations

Proposals must be submitted no later than the specified due date and time in the RFP. Any materials that are not included in the initial submission will not be considered. The proposals are checked for completeness, filed electronically, and disbursed to the selection committee for review.

Final recommendations for funding will be based on the value of the Project Evaluation criteria in the RFP and past performance. The selection of projects is solely at the District's discretion.

The final recommendations to the BOT must be approved by a Chief Executive Officer Committee consisting of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Director of Engineering and Construction, and Director of Watershed Programs.

Project Agreement

The District's Legal Department will send the MCIP Project Agreement to the primary project contact. The project commences under the MCIP when the MCIP Project Agreement is fully executed and a purchase order number has been issued by the District.

Request for Budget Modification

Budget Modifications require the submission of a Request for Budget Modification form to the Watershed Funding Administrator. Budget Modification must be submitted with substantiating documentation. If approved, the Member Community or Political Subdivision will be required to enter into an amendment to the MCIP Grant Agreement or Community Operating Lease Agreement.

A Request for Budget Modification must be fully-executed prior to consideration of further reimbursement requests.

Progress Reports

Progress Reports will provide a summary of the project status with respect to objectives, degree of project completion, difficulties encountered, and next steps toward project completion. The Progress Report is located at <http://www.neorsd.org/mcip>.

Progress Reports will be submitted:

- Within 30 days of written request from the District
- As an attachment to all Reimbursement Requests

Reimbursement Request

For reimbursement, 100% of the MCIP funds must be used for activities and/or expenses directly related to the project, as approved by the District. These activities and expenses may include design, construction, materials, equipment, project performance verification, and signage specifically related to the project. Only project components described in the MCIP Project Agreement and/or approved Budget Modifications are eligible for reimbursement. A Reimbursement Request for project costs cannot be submitted prior to a fully executed MCIP Project Agreement. Any Budget Modification must be documented by written District approval.

1. The Reimbursement Request forms can be found at <http://www.neorsd.org/mcip> or other location designated by the District.
2. A complete Reimbursement Request submission will include:
 - Reimbursement Request – Cover Sheet
 - Progress Report
 - Expenditure and Financing Progress Worksheet
 - Expense Worksheet w/ supporting documentation
3. Itemize all reimbursable project expenses on the Reimbursement Request Expense Worksheet. Include supporting documentation to justify the expenses recorded, such as an itemized bill, receipt, invoice, or timecard. This must be accompanied by proof of payment, such as a credit card receipt, cancelled check, bank verified electronic funds transfer and/or other documentation to substantiate purchase and/or payment by the District.
4. Demonstrate that the MCIP Applicant Percentage (project cost obligation), as identified in the application, has been satisfied, using the Expenditure and Financing Progress Worksheet. Include supporting documentation as needed if not included with the Expense Worksheet.
5. The Reimbursement Request shall be submitted to the Grant Programs Administrator. Send submissions to:

Linda Mayer, Grant Programs Administrator, mayerl@neorsd.org
6. Upon successful review of the submission by Grant Programs Administrator and Deputy Director of Watershed Programs, the District's Director of Watershed Programs will have the final review and approval of the Reimbursement Request for disbursement to occur.

7. The reimbursement can be anticipated within 30 days of the final approval of the Reimbursement Request.

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 9th, 2022

RE: Council Agenda Item: Ready-Mix Concrete

Mayor,

In 2023, the Public Works Department will continue to utilize ready-mix concrete for our sidewalk replacement program and road repairs. Our two (2) year contract with Medina Supply is set to expire at the end of this year. With your permission, we would like to go out to bid and place this item on the next council agenda.

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 9th, 2022

RE: Council Agenda Item: Nulco Inc.

Mayor,

Attached for your review is a quote from Nulco Inc. to perform sandblasting, body work and painting on our heavy-duty trucks and equipment for the city in 2023 and 2024. The company has provided exemplary service for the city over the past few years and we would like your permission to place this item on the next council agenda.

INTRODUCED BY:

ORDINANCE NO. 2022-150

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH NULFCO, INC., FOR VEHICLE SANDBLASTING AND PAINTING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Director has recommended renewing the Contract with NULFCO, Inc., for Vehicle Sandblasting and Painting in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

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

Section 1: Based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to enter into a renewal contract with NULFCO Inc., in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00), for vehicle sand blasting and painting for the period of January 1, 2023 through December 31, 2024, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared 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 these services may continue to be available to the City in calendar years 2021 and 2022; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 21st day of November, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022 and filed it with the Clerk.

Mayor

CONTRACT WITH NULFCO, INC. FOR VEHICLE SANDBLASTING AND PAINTING FOR CITY VEHICLES FOR 2023 AND 2024

This Contract is entered into by and between NULFCO, INC. located at 51964 East Taggart Street, PO Box 26, East Palestine, Ohio 44413 ("Contractor"), and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by City Council to sandblast, refinish, and paint various City equipment such as trucks, trailers, snow plows and vehicles in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) the parties covenant and agree as follows:

1.) Based upon the recommendation of the Public Works Director, and approved by City Council, the Mayor is authorized to enter into a two year contract from January 1, 2023 through December 31, 2024 with the Contractor, for an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00).

2.) The Contractor shall furnish the Public Works Director and Finance Director with a detailed record of work performed on forms approved by the Finance Director. Contractor agrees that the labor rates shall remain effective for the calendar year 2023 and 2024, at an hourly rate of Eighty Five Dollars and No/Cents (\$85.00).

3.) The Contractor is an independent contractor which shall provide all equipment and labor as requested. Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws, if appropriate.

4.) It shall be the responsibility of NulfcO, Inc. to obtain a copy of the purchase order issued by the City for the approved amount of the work being performed under this Contract. Furthermore, it shall be the responsibility of NulfcO, Inc. to track remaining funds available and to not invoice the City for any amounts not approved by the issued purchase order and the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of the issued purchase order or the terms of this Contract will not be paid by the City.

5.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory services or materials as required. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor will provide and deliver all services and materials in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall deliver during times approved and specified by the City.

6.) Contractor will provide the services or materials without any sub-contractors, and will provide proper supervision and supervisory personnel in connection therewith.

7.) Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy.

8.) Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the delivery of the services or materials provided, and whether involving employee claims or third party claims.

Exhibit A

9.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either party's employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10.) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

11.) This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this contract without prior written action and prior approval by the Mayor and City Council.

13.) This Contract represents the entire agreement between the parties, shall be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

14.) Both the City and the Contractor may terminate this Contract by giving a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

NULFCO, INC.

THE CITY OF BEACHWOOD

By: _____

By: _____

Justin Berns, Mayor

Its: _____

Date: _____

Date: _____

City Law Department
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

Exhibit A

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against **Nulfco, Inc.**

SIGNATURE

PRINTED NAME

TITLE

DATE

Nulfco Inc
51964 East Taggart St
PO Box 26
East Palestine, Ohio 44413

September 06, 2022

City of Beachwood, Ohio

As per our conversation, Nulfco will work for the City of Beachwood, Ohio for \$85.00 a hour for the next two calendar years, 2023 and 2024. This includes all mechanical work, all paint- body work and any sand blast work on equipment and trucks as per instructions supplied by the City of Beachwood.

Thank you\ Appreciate the opportunity,



Jack Barnhouse
Vice President
Nulfco Inc
330-426-9865

330-426-9865\Fax 724-436-6840
Email nulfco2@yahoo.com

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: November 9th, 2022

RE: Council Agenda Item: Excalibur Auto Body

Mayor,

Attached for your review is a quote from Excalibur Auto Body to perform vehicle body work for the city in 2023 and 2024. Excalibur has agreed to hold their hourly rates over the next two years. The company has provided exemplary service for the city over the past few years and we would like your permission to place this item on the next council agenda.

INTRODUCED BY:

ORDINANCE NO. 2022-151

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH EXCALIBUR AUTO BODY, INC. FOR LIGHT/MEDIUM VEHICLE BODYWORK AND REFINISHING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Director has recommended renewing the Contract with Excalibur Auto Body, Inc. for light/medium vehicle bodywork and refinishing in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) per year.

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

Section 1: Based upon the recommendation of the Public Works Director, the Mayor is hereby authorized to enter into a renewal contract with Excalibur Auto Body, Inc. in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) per year for light/medium vehicle bodywork and refinishing for the period of January 1, 2023 through December 31, 2024, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared 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 services can continue to be provided uninterrupted in calendar years 2023 and 2024; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 21st day of November, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022 and filed it with the Clerk.

Mayor

**CONTRACT WITH EXCALIBUR AUTO BODY FOR LIGHT/MEDIUM BODYWORK
AND REFINISHING FOR CITY VEHICLES FOR 2023 AND 2024**

This Contract is entered into by and between Excalibur Auto Body, Inc. ("Contractor"), located at 30520 Lakeland Boulevard, Willowick, Ohio, 44095 and the CITY OF BEACHWOOD, OHIO 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by City Council to perform light to medium bodywork and refinishing of City vehicles, in an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00), the parties covenant and agree as follows:

1.) Based upon the approval by City Council, the Mayor is authorized to enter into a two year Contract from January 1, 2023 through December 31, 2024 with the Contractor, for an amount not to exceed Fifty Thousand Dollars and No/Cents (\$50,000.00) per year.

2.) The Contractor shall furnish the Public Works Director and Finance Director with a detailed record of work performed on forms approved by the Finance Director. Contractor agrees that the 2022 labor rates shall remain effective for the calendar year 2023 and 2024, including hourly rates as follows:

Cars, SUV, Light Duty Trucks	\$42/hour
Heavy Duty, Dump Truck, Ambulance	\$52/hour
Pumper/Fire Truck	\$65/hour

Contractor also agrees that the City shall receive a fifteen percent (15%) discount on the total price.

3.) The Contractor is an independent Contractor which shall provide all equipment and labor as requested. Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return with the R.I.T.A. in accordance with municipal tax laws, if appropriate.

4.) It shall be the responsibility of Excalibur Auto Body, Inc. to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Excalibur Auto Body, Inc. to track remaining funds available and to not invoice the City for any amounts not approved by the issued purchase order and the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount the issued purchase order and the terms of this Contract will not be paid by the City.

5.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory materials as required. The City shall be entitled to terminate this contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor will provide and deliver all materials in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall deliver during times approved and specified by the City.

6.) Contractor shall provide the equipment without any sub-contractors, and will provide proper supervision and supervisory personnel in connection therewith.

7.) Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy.

8.) Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work provided, and whether involving employee claims or third party claims.

9.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon Contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

10.) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

11.) This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

13.) This Contract represents the entire agreement between the parties, shall be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

14.) Both the City and the Contractor may terminate this Contract by giving a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

EXCALIBUR AUTO BODY, INC.

THE CITY OF BEACHWOOD

By: _____

By: _____

Justin Berns, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
Stewart Hastings, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against **Excalibur Auto Body, Inc.**

SIGNATURE

PRINTED NAME

TITLE

DATE

Excalibur Auto Body, Inc

30520 Lakeland Blvd Willowick Ohio 44095 (440) 942-5550 fax: (440) 942-8685

September 07, 2022

City of Beachwood
2700 Richmond Rd
Beachwood Ohio 44122

Subject: 2023-2024 Vendor Contract Renewal

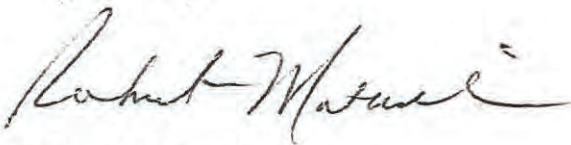
To Whom It May Concern,

The labor rates for 2022 will be effective for the 2023 and 2024 calendar year. Please see the current rates listed below:

Cars, SUV, Light Duty Trucks: 42/hr
Heavy Duty, Dump Truck, Ambulance: 52/hr
Pumper/Fire Truck: 65/hr

If you should have any questions, feel free to contact me at (440) 942-5550.

Respectfully,



Robert Matusik
Damage Coordinator

INTRODUCED BY:

ORDINANCE NO. 2022-152

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR REIMBURSEMENT OF LOCAL NON-FEDERAL FUNDS FOR THE FY 2021 ASSISTANCE TO FIREFIGHTERS GRANT (AFG), AND AUTHORIZING THE PURCHASE OF AN ARCTIC CUSTOM BREATHING AIR COMPRESSOR, FILL STATION AND CASCADE FROM 911 FLEET & FIRE EQUIPMENT FOR THE CITY OF BEACHWOOD FIRE & RESCUE DEPARTMENT, FURTHER WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Department of Fire & Rescue submitted a grant application under the FY 2021 Assistance to Firefighters Grant for the purpose of acquiring equipment; and

WHEREAS, the purpose of the Assistance to Firefighters Grant Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, Ordinance No. 2022-124 accepted the FY 2021 Assistance to Firefighters Grant; and

WHEREAS, the total approved budget amount is represented by Federal Funds and non-Federal funds of Fifty-Eight Thousand Dollars and No/Cents (\$58,000.00); and

WHEREAS, the County will accordingly reimburse the City for the non-Federal funds of Fifty-Five Thousand Two Hundred Thirty-Eight Dollars and Nine Cents (\$55,238.09); and

WHEREAS, grant funds will be used for the purchase of an Arctic Custom Breathing Air Compressor, Fill Station and Cascade for the City of Beachwood Fire & Rescue Department; and

WHEREAS, 911 Fleet & Fire Equipment are participants in the National Purchasing Partners of which the City of Beachwood is member. Competitive Bidding is waived as the National Purchasing Partners have already met competitive bidding requirements.

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

Section 1: Council hereby authorizes the Mayor to enter into an Agreement with Cuyahoga County for reimbursement in the amount of Fifty-Five Thousand Two Hundred Thirty-Eight Dollars and Nine Cents (\$55,238.09) of non-Federal funds.

Section 2: Council hereby authorizes the Mayor to purchase an Arctic Custom Breathing Air Compressor, Fill Station and Cascade for the City of Beachwood Department of Fire & Rescue, further waiving competitive bidding in accordance with the terms of the FY 2021 Assistance to Firefighters Grant in a total amount not to exceed Fifty-Eight Thousand Four Hundred Ninety-Six Dollars and No/Cents (\$58,496.00).

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.

ORDINANCE NO. 2022-152

Section 4: 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 have said equipment available for use at the earliest time to serve the public safety and welfare; 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 21st day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 22nd day of November, 2022.

Clerk

Approval: I have approved this legislation this 22nd day of November, 2022, and filed it with the Clerk.

Mayor

INTEROFFICE MEMO

TO: Justin Berns
FROM: Steven M. Holtzman, Chief
DATE: October 31, 2022
SUBJECT: Arctic Custom Breathing Air Compressor

Mayor Berns,

Attached is price quotes from 911 fleet & fire equipment for the arctic custom breathing air compressor, fill station and cascade. The total price with shipping and installation for the system is \$57,396.00. The pricing is done through National Purchasing Partners; which is an intergovernmental cooperative that we belong to. Also attached is a price quote from Castle Rock Electric LLC for \$1100.00 to complete the wiring required to power the new air compressor system. Total Cost for the project estimate is \$58,496.00. We received a FEMA grant through AFG for this project of \$58,000.00 with a 5% City matching funds. The grant will reimburse the City \$55,238.09 with the Cities portion costing \$3,257.91. Also attached is a copy of the grant award letter. Please feel free to contact me with any questions that you may have.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Steven M. Holtzman", with a stylized flourish at the end.



911 Fleet and Fire Equipment

11 Lendale Drive
Florence, Kentucky 41042
877-605-2378
859-371-0131

Bill To

Beachwood, City of
2655 Richmond Rd.
Beachwood, Ohio 44122

Ship To

2655 Richmond Rd.
Beachwood, Ohio 44122

Quotation

EST-007326

Quotation Date : 09/26/2022
Sales Person : Travis Krieger

#	Item & Description	Qty	Rate	Amount
1	ARCTIC - CUSTOM COMPRESSOR SKU : ARCTIC-COMPRESSOR Arctic Custom Compressor MODEL: C-E4-10-A6-E C PSI: 6000 CFM: 14 HP: 10 STAGE: 4	1.00 Each	27,401.00	27,401.00
2	ARCTIC - CUSTOM FILL STATION SKU : ARCTIC-FILL STATION Arctic Fill Station MODEL: C--FS2PA55 FILL POSITIONS: 2 CONTROL PANEL: PNEUMATIC AUTO-CASCADE	1.00 Each	13,948.00	13,948.00
3	ARCTIC - STORAGE SKU : ARCTIC-STORAGE ARCTIC COMPRESSOR STORAGE Specify Pressure: 6000 Specify Type: UN Quantity: 4 Mount: WALL/ UNISTRUT AND CLAMPS	1.00 Each	6,894.00	6,894.00
4	ARCTIC - HOSE & FITTINGS SKU : ARCTIC-Hose-Fittings Arctic Hose & Fitting Package for breathing air system	1.00 Each	635.00	635.00
5	ARCTIC COMPRESSOR - C-CLAMPS1-4 SKU : C-CLAMPS1-4 Unistrut & Clamps 1/per 4 Cyl	1.00 Each	208.00	208.00

#	Item & Description	Qty	Rate	Amount
6	SHIPPING SKU : SHIPPING SHIPPING AND HANDLING	1.00 Each	1,400.00	1,400.00
7	ARCTIC - ACE Gold Warranty SKU : EXD-ACE-GOLD Cost based on purchase amount ACE Gold Extended Warranty 5 YEARS OR 1000 HOURS	1.00 Each	3,984.00	3,984.00
8	COMPRESSOR INSTALLATION SKU : COMPRESSOR-INSTALL Compressor/Charge Station Startup and Installation Basic installation included at this price - Use of forklift or other extra equipment will be quoted prior to installation Customer to provide opening in wall if using remote air intake Customer to provide electrical power to compressor area including correct outlet box and/or shut off. (within 3' of compressor).	1.00 Each	2,000.00	2,000.00
9	ARCTIC - MISC SKU : ARCTIC-MISC Arctic MISC 100' Hose with relief valve and bottle connections for remote fill	1.00 Each	926.00	926.00
Sub Total				57,396.00
Total				\$57,396.00

Notes

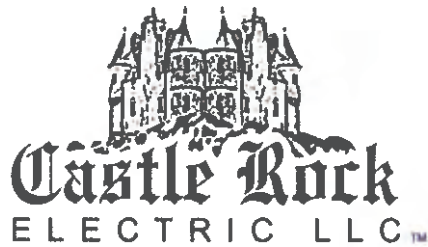
Thanks for the opportunity, please contact us if there are any questions.

Terms & Conditions

Due to current global market conditions, quotations are only valid for 30 days unless otherwise specified in writing.

All quotations do not include shipping unless specified in writing. Buyer responsible for shipping and handling.

Payment is due upon receipt of invoice. We gladly accept credit cards and Pro cards as forms of payment, but due to credit card processing fees, there will be a 3.5% surcharge added to all invoices that are paid via these methods.



6442 Metro Court Suite D
Bedford Hts, OH 44146
(440) 337-9080
info@castlerockelectric.com

Estimate

ESTIMATE#	1007732856
DATE	10/28/2022
PO#	

CUSTOMER

City of Beachwood1
City of Beachwood
2700 Richmond Road
Beachwood OH 44122
(440) 221-4083

SERVICE LOCATION

City of Beachwood1
3777 Richmond road
Beachwood Oh 44122
(440) 221-4083

DESCRIPTION

Install 6-50 receptacle for Air Compressor at FD2. Increase wire size for circuit, breaker, and replace safety switch to proper disconnect.

Estimate

Description	Qty	Rate	Total
Labor & Materials Replace wires from panel to safety switch. Replace safety switch. Install new outlet.	1.00	1,100.00	1,100.00

CUSTOMER MESSAGE

Payment Terms: Unless otherwise noted, 50% deposit required to initialize job. Balance is due on day of completion of job.

Payment types accepted - Cash, Check Or Credit Card*
* 4% added for credit card purchases

Estimate Total:

\$1,100.00

PRE-WORK SIGNATURE

Signed By:

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/02/2022



Chad Thompson
BEACHWOOD CITY OF
FINANCE DEPARTMENT 25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

EMW-2021-FG-07888

Dear Chad Thompson,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$55,238.09 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$2,761.91 for a total approved budget of \$58,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

INTRODUCED BY:

AMENDED ORDINANCE NO. 2022-138

AN ORDINANCE ENGAGING MINC LLC TO PROVIDE LEGAL SERVICES; AND
DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on the recommendation of the City's Law Director, City Council desires to engage the firm of Minc LLC to provide the City of Beachwood, Ohio Legal Services.

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

Section 1: The Mayor is hereby authorized and directed to enter into an agreement to engage the firm of Minc LLC to provide the City of Beachwood, Ohio Legal Services due to Senior Administrative Personnel receiving anonymous emails and subjected to anonymous social media posts that are untrue and are disruptive to their offices, undermining their authority, and destroying close working relationships between employees. Such legal services shall be provided at the rates further outlined in the "Engagement of Legal Representation" in a total amount not to exceed Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

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

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 7th day of November, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 8th day of November, 2022.

Clerk

Approval: I have approved this legislation this 8th day of November, 2022 and filed it with the Clerk.

Mayor

Michael J. Pelagalli, Esq.
mpelagalli@minclaw.com

October 27, 2022

City of Beachwood
c/o Stewart Hastings
216-595-5462
Stewart.Hastings@beachwoodohio.com

RE: Engagement of Legal Representation

Dear City of Beachwood:

The law firm of Minc LLC ("the Firm") is pleased to welcome you as our client. This letter confirms that you have retained the Firm to represent you ~~in removing content from the Internet, plus~~ other matters as you may request in writing. In representing your interests, we shall investigate anonymous, defamatory, and threatening e-mails and online postings directed to or concerning senior administrative staff for the City of Beachwood.

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Thus, in order to avoid any misunderstanding, it is the policy of the Firm to require a written agreement.

Legal Fees

Minc LLC bills for its services at an hourly rate in increments of 1/10th and you will receive regular, itemized billing statements which will identify the services provided to you by the Firm during the course of your representation. The amount of legal fees billed is based upon actual work performed on your case, the Firm is very conscious of attorneys' fees and expenses and will prudently try to ensure that the Client is billed fairly and responsibly. However, because of the possibility of unpredictable and unforeseen circumstances, it is not possible for us to quote a specific inclusive fee for professional services or for the costs for which you will be responsible.

Hourly billing rates range between \$250.00 and \$600.00. Current hourly rates for attorneys at the Firm are as follows:

Aaron Minc	\$600.00
Daniel Powell	\$450.00
Dorrian Horsey	\$375.00
Michael Pelagalli	\$350.00
Nathan Woodward	\$350.00
Michele Simonelli	\$350.00
Caroline Ford	\$280.00

The above schedule of hourly rates for attorneys is based on years of experience and specialization in training and practice. You agree that hourly rates may be reviewed periodically by the Firm and increased to reflect changes in experience of attorneys, the market and other

factors, on a reasonable basis. Other paralegal, law clerk, or case management/admin professional time will be billed to you at their respective hourly rates between \$100-\$150.

During the representation, the Firm may retain co-counsel or local counsel. You will be consulted concerning this decision. You agree that you will sign any engagements with local counsel and any other third-party service providers as necessary or appropriate for your legal matter. In the event the Firm does sign such an agreement instead, you agree that you are responsible for paying all cost and expenses incurred directly or you agree to reimburse the Firm for the same if payment is advanced by the Firm on your behalf.

The Firm will send a monthly statement itemizing the legal services rendered and costs expended, which will be due and payable upon receipt. You agree that you will have 15 days from the receipt of the invoice to review and dispute any time entry or expense. Any courtesy discounts given by the Firm on invoices are made in consideration of prompt payment within 15 days of the invoice date. The Firm reserves the right to void any discount if payment is not made promptly.

You and the Firm recognize that timely resolution of any disputes of incurred fees and/or expenses and timely payment of all invoices is essential to a successful matter. If any time entry or cost is disputed, you will be responsible to notify the Firm, in writing, about the specific time entry or expense that is disputed. You agree to waive the right to dispute any time entry or expense if not received in writing within 15 days of receipt of the invoice. In the event that you are financially unable to promptly pay any such bill in full, specific arrangements must be made with our office for regular monthly payments on your obligation. The Firm cannot in good faith represent your interests without your good faith effort to compensate us for legal services rendered. In the event the balance is not paid in full within 30 days, we reserve the right to charge interest accruing at the rate of 12% per year on the unpaid balance.

We request that you submit a retainer in the amount of \$0. The monthly invoices will be applied against the retainer balance. In the event that the monthly invoices are not paid in full, no arrangements have been made regarding your obligation, the Firm may cease representation of you. Representation will not be reestablished until the retainer has been replenished and the Firm feels adequately secure that it will receive payment for any future work performed.

You hereby acknowledge that we have made no guaranty regarding the outcome of this matter. You further acknowledge that notwithstanding the success (or lack of success) of this matter, this firm will be paid and that you, by executing this fee letter, unconditionally guarantee the payment of our fees.

Costs and Disbursements

Certain costs incurred on your behalf in rendering legal services, such as filing fees, long distance telephone calls, copy and delivery charges, travel expenses, court reporter charges and the like, are payable by you. Invoices for such items will either be sent directly to you for payment, or, if advanced by the Firm, will be billed directly to you as part of your billing invoice.

Interest and Collection of Past Due Accounts

In the event you fail to timely meet your payment obligations interest will accrue on the entire unpaid principal balance of your account. A \$30.00 fee will be added to the balance of your

account for any returned check. Our firm or our assignees shall be entitled to recover the reasonable attorneys' fees incurred by or on behalf of our firm, or by or on behalf of our assignees, in any litigation, including appeals, instituted to collect our fees.

Notice to Insurers

The Firm advises you to investigate whether any insurance coverage or policy could apply to the representation of this dispute. In many situations, the timely presentation of claims to an insurer is necessary to preserve an insured's contractual rights. We are available to discuss this further should you have any questions.

Acknowledgment Regarding Electronic Transfer of Documents

You hereby authorize the Firm to electronically receive and deliver documents to you, to persons and entities directed or designated by you and to opposing parties, counsel, accountants, expert witnesses, and other parties, directly or indirectly involved in the legal matter(s) we are undertaking for you, and through any on-line service provider, remote software, or other means hereafter available. You acknowledge that risks of inadvertent dissemination and misappropriation by unauthorized parties exist, and that risks of system infection by "computer viruses" or other tampering exist, and that you will bear such risks and hereby waive any and all claims, actions, and causes of action against the Firm arising therefrom and agree not to make any claims against the Firm relating thereto.

Termination of Representation

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternate representation. The Firm may elect to withdraw from representation if, among other things, you fail to honor the terms of this agreement by failing to pay invoices, failing to cooperate or follow our advice on a material matter, you have misrepresented or failed to disclose any material fact to us, or if any fact or circumstance arises or is discovered that would, in this firm's view, render our continuing representation unlawful or unethical. This firm has an obligation to promptly return all client papers and property to you upon termination of the representation by either party. It is your duty to notify the Firm of the manner in which the papers and property are to be returned to you.

If you discharge the Firm or the Firm withdraws from the representation for any reason, you will remain liable for all fees and any expenses incurred by the Firm on the Client's behalf prior to such termination or withdrawal, plus any fees and expenses incurred at Client's request in connection with the transition to substitute counsel.

Firm Not Responsible for Liability Related to Claims

In no event will the Firm be liable for any judgment against you, and you acknowledge and understand that any lawsuit may well result in counterclaims, motion to strike, motion to show cause, ANTI-SLAPP motion, or an unanticipated contingent or actual liability. Additionally, you recognize that you may become potentially liable for the opposing parties' attorneys' fees and/or court cost should an adverse judgment be rendered against you in any legal proceeding undertaken by the Firm as a result of this agreement.

Ohio Law Governs

This agreement will be governed by and construed under Ohio law. Any dispute arising out of or under this agreement shall be subject only to the Bedford Municipal Court unless the jurisdictional limits for said Municipal Court shall be exceeded at which time the Cuyahoga County Court of Common Pleas shall have sole and exclusive jurisdiction. You irrevocably consent to the personal and subject matter jurisdiction of said courts.

Ethical Consideration

You should be aware of an ethical requirement imposed upon all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court.

It is the Firm's intention to vigorously represent you in this matter. While the Firm believes that its attorneys are very aggressive, its attorneys are also very careful to follow the ethical guidelines and the local customs and practices for lawyers. If a situation ever arises where the Firm feels that the actions being requested violate any of the ethical rules or practices, the Firm will inform you immediately.

Retention of Records

Minc LLC will retain electronic copies of your file(s) in connection with this matter for a period of twenty-four (24) months after the matter has concluded. Thereafter, if you have not requested a copy of the file be sent to you at your expense, the file will be destroyed at the Firm's discretion and without further notice.

Questions / Communications

You are encouraged to discuss any questions you may have about statements issued or services rendered with myself or a member of the Firm familiar with your account. We feel that communication is the most important aspect of successful representation. We will remain prompt and accessible, and we will, of course, apprise you of all significant developments in this matter. If at any time you have any questions or concerns, please feel free to contact any attorney working on your matter.

Future Representation

This engagement does not extend to any other matter not covered by this letter, unless or until agreed by you and the Firm in writing. In the event that you retain the Firm to represent you in additional matters after the date of this letter, the terms of this letter will apply to all such matters unless a subsequent agreement is made between you and the Firm in writing.

Please indicate your agreement with the terms specified above by signing this letter. You may pay the retainer fee for this matter by check, credit card, ACH deposit, or wire transfer.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'MP', with a long horizontal flourish extending to the right.

Michael Pelagalli

The above terms and conditions are hereby acknowledged, understood and agreed:

City of Beachwood

Mayor of Beachwood, signor

Approved as to form:

Stewart Hastings, Director of Law
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser
Director of Finance
Date: _____