

AFFIDAVIT

State of Ohio)
) SS
County of Cuyahoga)

Merie S. Gorden, after being duly sworn and cautioned states as follows:

1. The following is based on my personal knowledge.
2. I am the Mayor of City of Beachwood, Ohio ("Beachwood") and have served in that capacity since taking my oath of office August 14, 1995. I further serve as the Safety Director for Beachwood.
3. As the Mayor and Safety Director for Beachwood, I am on call 24 hours per day and seven days per week. This assessment has been acknowledged and acquiesced to by the State of Ohio Auditor's Office.
4. In my capacity as Mayor and Safety Director, I employ an executive assistant ("assistant"). Part of my assistant's duties include, maintaining my business calendar.
5. My business calendar includes many of my daily appointments. It does not include every appointment or every meeting that may arise during regular or irregular business hours.
6. On February 6, 2014, I attended an Ohio Municipal League Luncheon in Columbus, Ohio. Registration for the luncheon was to begin at 11:30 A.M., with the event to last until approximately 1:00 P.M.
7. In addition to the Ohio Municipal League Luncheon, and also on February 6, 2013, a contemporaneous meeting of the Northeast Ohio Mayors and City Managers meeting was being held in Columbus, Ohio. I attended both events.
8. The Northeast Ohio Mayors and City Managers meeting began at approximately 9:30 A.M. on February 6, 2014 and ended at approximately 2:45 P.M. on February 6, 2013. Due to the early morning start on February 6, 2014, I obtained lodging for the prior night.
9. After the conclusion of the Northeast Ohio Mayors and City Managers meeting, I met individually with various public officials in attendance at this event for the purposes of further discussion and collaboration. After the complete day of business, I obtained lodging for this night.

10. While attending the meeting, and in transit on the day following the meeting, I recall several telephone calls with my office in regards to other Beachwood related business. It is normal practice for me to conduct Beachwood business while traveling.

11. On March 13, 2013, I attended a meeting in Columbus, Ohio with the Ohio Department of Transportation relating to Beachwood business. The meeting ended at some point in the afternoon. I obtained lodging for that night.

12. After the March 13, 2013 meeting, I conducted Beachwood business while in Columbus, Ohio and while in transit back to Beachwood the following day.


13. Again, it is consistent with my general practices that all Beachwood business that I conduct may not necessarily be reflected in my business calendar.

14. I believe it is appropriate and reasonable, and to the best of my knowledge not in violation of any city ordinance or policy for me to obtain lodging before an early morning business meeting and/or after a full day meeting in Columbus, Ohio when considering the round trip drive is approximately two hundred and ninety miles with an estimated overall travel time, barring road construction or some unforeseen delay, to be a minimum of five hours.

15. I was reimbursed for the February 6, 2013 travel day at a standard per diem rate. The reimbursement by the finance department was in error by thirteen dollars and no cents (\$13.00). The Finance Director discovered the overpayment while responding to a public record request that was made in approximately September of 2014. On October 3, 2014, I reimbursed Beachwood for the full amount of the overpayment. After my reimbursement to Beachwood, the total amount of the trip was below five hundred dollars and no cents (\$500.00) and was therefore in accordance with my compensation ordinance and city policy. There was therefore no need for city council's approval of the trip.

16. I have been advised by the Beachwood Law Director that acquiring lodging prior to, and after the conclusion of the Ohio Municipal League meeting and the Northeast Ohio Mayors and City Managers meeting or at the conclusion of my meeting with the Ohio Department of Transportation did not violate any ordinance or policy of the City of Beachwood.

FURTHER THE AFFIANT SAYETH NAUGHT.


Merle S. Gorden

Sworn to and subscribed by me on this 20th day of October 2014.

