



Beachwood City Council Meeting
Monday, July 14, 2025, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

Agenda

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

1. Roll Call
2. Presentation – MetroHealth Hospital
3. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)
4. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors

Consent Agenda

Approval of Minutes
Committee of the Whole Meeting held on June 16, 2025
Regular City Council Meeting held on June 16, 2025

Ordinances

1. 2025-24

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

Motions

1. A Motion authorizing the Clerk of Council to advertise for Bids for the City Hall Window Replacement Project per BCO 121.09 and ORC 7.16
2. A Motion authorizing the Clerk of Council to advertise for Bids for the Purchase of two (2) Hot Water Tanks for Beachwood Family Aquatic Center per BCO 121.09 and ORC 7.16

Old Business (Regular Agenda)

Ordinances

1. 2024-63

An Ordinance Rezoning 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

Placed on First Reading and Referred to the Planning and Zoning Commission: August 20, 2024

Referred to City Council back from Planning and Zoning Commission: March 27, 2025

Placed on Second Reading and Referred to Public Hearing: April 7, 2025

Public Hearing held on: June 16, 2025

Place on Third and Final Reading:

2. 2025-12

An Ordinance Rezoning 3663 Park East Drive, Beachwood, Ohio 44122 (PPN# 742-29-017) from U-4C Integrated Mixed Use, Multi-Family Residential, Office Retail, Recreation Business District to U-9 Motor Service District

Placed on First Reading and Referred to the Planning and Zoning Commission: April 7, 2025

Referred to City Council back from Planning and Zoning Commission: April 10, 2025

Placed on Second Reading and Referred to Public Hearing: April 21, 2025

Public Hearing held on: June 16, 2025

Place on Third and Final Reading:

3. 2025-13

An Ordinance Amending the City of Beachwood, Ohio Planning and Zoning Code by Amending Beachwood Codified Ordinance Section 1111.02(M)(2) Titled 'Classification of Uses'

Placed on First Reading and Referred to the Planning and Zoning Commission: April 7, 2025

Referred to City Council back from Planning and Zoning Commission: April 10, 2025

Placed on Second Reading and Referred to Public Hearing: April 21, 2025

Public Hearing held on: June 16, 2025

Place on Third and Final Reading:

4. 2025-18

An Ordinance Amending the City of Beachwood, Ohio Planning and Zoning Code by Amending Beachwood Codified Ordinance Section 1107.01 titled "Amendment Procedures"

Placed on First Reading and Referred to the Planning and Zoning Commission: May 5, 2025

Referred to City Council back from Planning and Zoning Commission: June 26, 2025

Place on Second Reading and Refer to Public Hearing:

5. 2025-5

An Ordinance Amending Various Sections of the City of Beachwood, Ohio Planning and Zoning Code

Placed on First Reading and Referred to the Planning and Zoning Commission: February 3, 2025

Referred to City Council back from Planning and Zoning Commission: May 29, 2025

Place on Second Reading and Refer to Public Hearing:

New Business (Regular Agenda)

Ordinances

1. 2025-25

Ordinance Amending Various Sections of the City of Beachwood, Ohio Building Code; and declaring this to be an urgent measure

Place on First Reading and refer to a Council Committee for study and recommendation:

Resolutions

1. 2025-34

A Resolution accepting the Planning and Zoning Commission's recommendation for a Variance located at 23250 Chagrin Boulevard, Beachwood, Ohio; and declaring this to be an urgent measure

2. 2025-35

A Resolution Authorizing the Purchase of a Harben Sewer Jet for the Public Works Department, Waiving Competitive Bidding; and declaring this to be an urgent measure

3. 2025-36

A Resolution Accepting a Certain Bid from Tri-Mor Corporation for the 2025 Concrete Patch Program; and declaring this to be an urgent measure

4. 2025-37

A Resolution selecting Osborn Engineering pursuant to a Request for Qualifications (RFQ) for Design Services for the Chagrin Boulevard Resurfacing Project (PID #123485); and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, August 4, 2025 at 6:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

Council Members: Alec Isaacson – Council President

Danielle Shoykhet – Council Vice-President

Jillian DeLong, Joshua Mintz, Peter L. Smith

Ali B. Stern, June E. Taylor

Clerk of Council: Whitney M. Crook, MMC, CPM



**BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY, JUNE 16, 2025, 5:30 PM
BEACHWOOD CITY HALL, CONFERENCE ROOM A
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Called to order at 5:34 PM by Council President Alec Isaacson

Roll Call

Present – Ms. DeLong, Mr. Isaacson, Ms. Shoykhet, Mr. Smith, Ms. Stern

Others Present – Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Heiser, Mr. Hunt,
Mr. Lombardi, Mr. Smerigan, Ms. Turick

1. Mayor's Report

None.

2. Executive Session discussion regarding the acquisition of property for public purposes, the imminent threat of court action and to obtain legal advice from the city attorney:

Move by A. Isaacson, seconded by P. Smith, at 5:35 P.M. to enter Executive Session.

Ms. Taylor joined the meeting at approximately 6:02 PM

Votes to Commence Executive Session

ROLL CALL:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

Back on the Record at 6:23 P.M.

Moved by A. Isaacson, seconded by D. Shoykhet, at 6:24 PM to adjourn Executive Session.

Votes to Adjourn Executive Session

ROLL CALL:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

3. Any other matters coming before the Committee of the Whole

None.

Adjournment

Adjourn to the next Regular City Council Meeting at 6:25 PM

Clerk

Mayor

Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.

A written synopsis of all agenda items and votes shall also be promptly prepared and kept



**REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, JUNE 16, 2025, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEYARD,
BEACHWOOD, OHIO 44122**

Called to order at 7:00 PM by Council President Alec Isaacson

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

1. Roll Call
Present - Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Mr. Smith, Ms. Stern, Ms. Taylor
Absent – None
Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Heiser, Chief Holtzman, Mr. Hunt, Mr. Lombardi, Deputy Chief Resek, Mr. Roenigk, Mr. Rose, Ms. Rutkowski, Mr. Smerigan, Ms. Turick
2. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**

(Please see Video Recording for full remarks:

<https://www.beachwoodohio.com/528/Live-Stream-Recorded-Meetings>)

Kyle Fishman
Mr. Fishman made remarks

Jordan Field
Ms. Field made remarks

3. Reports

a. Mayor

Mayor Berns acknowledged the recent passing of former Councilman Martin Arsham. He extended his deepest condolences to the Arsham family and asked for a moment of silence in his honor.

He also announced the City's Juneteenth Celebration, which will be held at the Beachwood High School Stadium.

b. Council Members (non-agenda items)

None

c. Department Directors

Mr. Rose reported that on Wednesday, May 21, the City of Beachwood hosted the Municipal Finance Officers Association meeting. He highlighted the impressive audiovisual equipment and amenities at the Community Center.

Mr. Heiser provided an update on the Tax Budget and noted that House Bill 335 is proposing the elimination of inside millage. He also shared insights from a recent conference he attended.

3. **Public Hearings:**

Ordinance No. 2024-63 An Ordinance Rezoning 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

Placed on First Reading and Referred to the Planning and Zoning Commission:

August 20, 2024

Placed on Second Reading and Referred to Public Hearing: April 7, 2025

Public Hearing held on: June 16, 2025

Mr. Isaacson introduced this item and Mr. Smerigan provided summary

Public Hearing Opened at 7:22 PM

Public Hearing Closed at 7:59 PM

Sheri Hoenig

Ms. Hoenig made remarks

Tara Rose

Ms. Rose made remarks

Mortdecai Lichtenstein

Mr. Lichtenstein made remarks

Robert Schloss

Mr. Schloss made remarks

Nissim Abrin

Mr. Abrin made remarks

Matt Hildebrand

Mr. Hildebrand made remarks

Allan Farkas

Mr. Farkas made remarks

Rena Sobel

Ms. Sobel made remarks

Marcus Werther

Mr. Werther made remarks

Ordinance No. 2025-12 An Ordinance Rezoning 3663 Park East Drive, Beachwood, Ohio 44122 (PPN# 742-29-017) from U-4C Integrated Mixed Use, Multi-Family Residential, Office Retail, Recreation Business District to U-9 Motor Service District

Place on First Reading and Referred to the Planning and Zoning Commission:

April 7, 2025

Referred to back from Planning and Zoning Commission: April 10, 2025

Place on Second Reading and Refer to a Public Hearing: April 21, 2025

Public Hearing held on: June 16, 2025

Public Hearing Opened at 8:00 PM

Public Hearing Closed at 8:00 PM

Remarks - None

Ordinance No. 2025-13 An Ordinance Amending the City of Beachwood, Ohio Planning And Zoning Code by Amending Beachwood Codified Ordinance Section 1111.02(M)(2) titled "Classification of Uses"

Place on First Reading and Referred to the Planning and Zoning Commission:

April 7, 2025

Referred to back from Planning and Zoning Commission: April 10, 2025

Place on Second Reading and Refer to a Public Hearing: April 21, 2025

Public Hearing held on: June 16, 2025

Public Hearing Opened at 8:01 PM

Public Hearing Closed at 8:01 PM

Remarks - None

Consent Agenda

Approval of Minutes:

Regular Council Meeting held on May 19, 2025

Ordinances

1. 2025-20

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

Resolutions

1. 2025-29

A Resolution Accepting a Quotation from Charter Communications Operating, LLC DBA Spectrum For Dedicated Internet Access; and declaring this to be an urgent measure

2. 2025-30

A Resolution authorizing a Contract with SuperGames for the Rental of Inflatables and Other Associated Equipment for the 2025 City of Beachwood Fall Festival; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Old Business (Regular Agenda)

Ordinances

1. 2025-15

An Ordinance enacting New Chapter 901, "Use of Public Ways by Service Providers"

Placed on First Reading: April 21, 2025

Placed on Second Reading: May 5, 2025

Placed on Third Reading: May 19, 2025

Placed on Final Reading and Adopted: June 16, 2025

Moved by: A. Stern, Seconded by: P. Smith

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

FINAL READING

AND MOTION

ADOPTED-

New Business (Regular Agenda)

Ordinances

1. 2025-20

An Ordinance adopting the 2025 Administrative Salary Ordinance for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: P. Smith

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

2. 2025-23

An Ordinance to authorize a temporary variance to Beachwood Codified Ordinance Section 145.01 titled "Department Established; Personnel" to permit the temporary addition of one Dispatcher position in the Police Department; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

Presentation

Presentation from Cuyahoga County Solid Waste District – Ratification of Cuyahoga County Solid Waste Management Plan

Beth Biggins-Ramer

Resolutions

1. 2025-31

A Resolution to Adopt the Solid Waste Management Plan for the Cuyahoga County Solid Waste Management District; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

2. 2025-32

A Resolution Adopting the 2025 Alternative Tax Budget of the City of Beachwood, Ohio for Fiscal Year 2026; and declaring this to be an urgent measure

Moved by: P. Smith, Seconded by: J. DeLong

Voice Vote

On the Suspension:

Yes: 5
No: 2
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 5
No: 2
Abstain: 0
Not Voting: 0
MOTION ADOPTED

3. 2025-33

A Resolution amending the authorized amount for Vehicle Bodywork and Refinishing Services with Excalibur Auto Body, Inc. for the City of Beachwood, Ohio for 2025 and 2026; waiving competitive bidding; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

Correspondence

1. Notice to Legislative Authority – Ohio Division of Liquor Control

Any other matters coming before City Council

None

Adjournment

Adjourn to the next Regular City Council Meeting at 8:46 PM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Monday, July 14, 2025 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:
www.BeachwoodOhio.com

Council Members: Alec Isaacson- Council President

Danielle Shoykhet- Council Vice-President

Jillian DeLong, Joshua Mintz, P. Smith

Ali B. Stern, June E. Taylor

Clerk of Council: Whitney M. Crook, MMC, CPM

Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.

A written synopsis of all agenda items and votes shall also be promptly prepared and kept.

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

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

Section 1:

For Supplies and Services	July 14th 2025	\$	67,786.13
GPD	Engineering Services	\$	28,667.13
Michael Wildermuth	Plan Review Service	\$	1,937.50
Perspectus Architecture	Professional Services	\$	2,048.50
Roetzel	Legal Services	\$	32,733.00
Tactical Planning	Professional Services	\$	2,400.00

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 14th of July 2025 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 15th day of July 2025 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices **July 14, 2025 Professional Service Ordinance**

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2025	2024	2023
								ENCUMBRANCES		
2025119.90-5	6/8/2025	\$3,638.25	\$0.00	\$3,638.25	General			X		
2021119.91-45	6/8/2025	\$2,460.00	\$0.00	\$2,460.00	Capital					X
2023119.05-23	6/9/2025	\$52.75	\$0.00	\$52.75	Capital					X
2024119.04-16	6/9/2025	\$358.50	\$0.00	\$358.50	Capital				X	
2025119.01-5	6/6/2025	\$2,350.50	\$0.00	\$2,350.50	General			X		
2025119.02-6	6/6/2025	\$8,540.50	\$0.00	\$8,540.50	Capital			X		
2025119.05-1	6/6/2025	\$1,150.00	\$0.00	\$1,150.00	General			X		
2025119.06-1	6/6/2025	\$9,478.38	\$0.00	\$9,478.38	Capital			X		
2025120.02-3	6/6/2025	\$638.25	\$0.00	\$638.25	Deposits	Fuchs Mizrachi School		X		
Total To Pay				<u>\$28,667.13</u>						
Total Capital Fund				\$20,890.13						
Total General Fund				\$7,138.75						
Total Deposits				\$638.25						
Total Street Const. Mant.				\$0.00						
Less: Billable Charges				(\$638.25)						
Net Paid by City:				<u>\$28,028.88</u>						



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

**Invoice
RECEIVED**

JUN 13 2025

FINANCE DEPT

City of Beachwood
Attn: Chief Daniel Grispingo
2700 Richmond Road
Beachwood, OH 44122

June 08, 2025

Invoice No: 2025119.90 - 5

**Invoice
Total \$3,638.25**

Project 2025119.90 Beachwood - Traffic Services 2025
Letter Proposal
Max Not to Exceed \$36,000.00

Professional Services from April 26, 2025 to May 30, 2025

Task 054 May Traffic Services
Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Ferrell, Brett	5.50	123.00	676.50
Ford, Ashley	3.50	123.00	430.50
Westbrooks, Kevin	8.00	123.00	984.00
Staff Engineer/Architect			
Tondra, Brandon	7.00	94.25	659.75
CAD Drafter			
Dombrosky, Jr., David	12.50	71.00	887.50
Totals	36.50		3,638.25
Total Labor			3,638.25

Total this Task \$3,638.25

Billing Limits	Current	Prior	To-Date
Total Billings	3,638.25	6,934.39	10,572.64
Limit			36,000.00
Remaining			25,427.36

Total this Invoice \$3,638.25

Outstanding Invoices

Number	Date	Balance
4	5/6/2025	1,711.63
Total		1,711.63

APPROVED FOR PAYMENT

BY:

DATE: 6/9/25

P/O: 2025 - 00307

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.90-1R	2025119.90	01/31/25	POLICE	\$2,037.50
03/14/25	2025119.90-2	2025119.90	02/28/25	POLICE	\$1,309.88
04/03/25	2025119.90-3	2025119.90	03/28/25	POLICE	\$1,875.38
05/06/25	2025119.90-4	2025119.90	04/25/25	POLICE	\$1,711.63
06/08/25	2025119.90-5	2025119.90	05/30/25	POLICE	\$3,638.25

\$10,572.64



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

Invoice

RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 08, 2025

Invoice No: 2021119.91 - 45

Invoice **\$2,460.00**
Total

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640

Max Not to Exceed \$279,193.00

Professional Services from April 26, 2025 to May 30, 2025

Task 053 Meetings

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Westbrooks, Kevin	5.00	123.00	615.00
Totals	5.00		615.00
Total Labor			615.00
Total this Task			\$615.00

Task 056 Plan Development Additional

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Goetz, Kristy	15.00	123.00	1,845.00
Totals	15.00		1,845.00
Total Labor			1,845.00
Total this Task			\$1,845.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,460.00	239,708.04	242,168.04
Limit			279,193.00
Remaining			37,024.96

Total this Invoice **\$2,460.00**

Outstanding Invoices

Number	Date	Balance
44	5/6/2025	3,035.00
Total		3,035.00

APPROVED FOR PAYMENT
BY:
DATE: 6/10/25
P/O: 2023-01448

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
Net 30 days.

Project	2021119.91	Beachwood - Richmond Road Signals	Invoice	45
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GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	\$598.50
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	\$467.50
06/04/21	2021119.91-3	2021119.91	05/28/21	POLICE	\$4,718.50
07/01/21	2021119.91-4	2021119.91	06/25/21	POLICE	\$12,051.00
08/10/21	2021119.91-5	2021119.91	07/30/21	POLICE	\$9,089.50
09/03/21	2021119.91-6	2021119.91	08/27/21	POLICE	\$1,410.50
10/06/21	2021119.91-7	2021119.91	09/24/21	POLICE	\$17,038.00
11/05/21	2021119.91-8	2021119.91	10/29/21	POLICE	\$961.14
12/02/21	2021119.91-9	2021119.91	11/26/21	POLICE	\$5,049.50
01/14/22	2021119.91-10	2021119.91	12/31/21	POLICE	\$834.50
02/03/22	2021119.91-11	2021119.91	01/28/22	POLICE	\$957.00
03/04/22	2021119.91-12	2021119.91	02/25/22	POLICE	\$561.00
03/31/22	2021119.91-13	2021119.91	03/25/22	POLICE	\$2,267.00
05/06/22	2021119.91-14	2021119.91	04/29/22	POLICE	\$1,278.50
06/07/22	2021119.91-15	2021119.91	05/27/22	POLICE	\$670.00
07/06/22	2021119.91-16	2021119.91	06/24/22	POLICE	\$846.00
08/12/22	2021119.91-17	2021119.91	07/29/22	POLICE	\$14,696.75
09/02/22	2021119.91-18	2021119.91	08/26/22	POLICE	\$11,670.00
10/14/22	2021119.91-19	2021119.91	09/30/22	POLICE	\$3,349.00
11/11/22	2021119.91-20	2021119.91	10/28/22	POLICE	\$444.00
02/10/23	2021119.91-21	2021119.91	01/27/23	POLICE	\$1,320.00
03/10/23	2021119.91-22	2021119.91	02/24/23	POLICE	\$1,342.88
05/12/23	2021119.91-23	2021119.91	04/28/23	POLICE	\$240.00
06/08/23	2021119.91-24	2021119.91	05/26/23	POLICE	\$862.88
07/14/23	2021119.91-25	2021119.91	06/30/23	POLICE	\$2,229.00
08/11/23	2021119.91-26	2021119.91	07/28/23	POLICE	\$201.50
08/30/23	2021119.91-27	2021119.91	08/25/23	POLICE	\$10,355.00
10/13/23	2021119.91-28	2021119.91	09/29/23	POLICE	\$1,060.00
11/10/23	2021119.91-29	2021119.91	10/27/23	POLICE	\$1,500.00
12/08/23	2021119.91-30	2021119.91	11/24/23	POLICE	\$1,603.00
12/31/23	2021119.91-31	2021119.91	12/31/23	POLICE	\$14,894.50
02/09/24	2021119.91-32	2021119.91	01/26/24	POLICE	\$19,921.00
03/08/24	2021119.91-33	2021119.91	02/23/24	POLICE	\$35,822.88
04/12/24	2021119.91-34	2021119.91	03/29/24	POLICE	\$11,131.00
05/10/24	2021119.91-35	2021119.91	04/26/24	POLICE	\$1,906.50
06/09/24	2021119.91-36	2021119.91	05/31/24	POLICE	\$8,361.13
07/12/24	2021119.91-37	2021119.91	06/28/24	POLICE	\$9,093.50
09/13/24	2021119.91-38	2021119.91	08/30/24	POLICE	\$922.50
12/13/24	2022119.91-39	2021119.91	11/29/24	POLICE	\$8,386.25
01/10/25	2022119.91-40	2021119.91	12/21/24	POLICE	\$4,652.13
02/14/25	2021119.91-41	2021119.91	01/31/25	POLICE	\$7,181.50
03/14/25	2021119.91-42	2021119.91	02/28/25	POLICE	\$2,953.00
04/03/25	2021119.91-43	2021119.91	03/28/25	POLICE	\$1,775.00
05/06/25	2021119.91-44	2021119.91	04/25/25	POLICE	\$3,035.00
06/08/25	2021119.91-45	2021119.91	05/30/25	POLICE	\$2,460.00

\$242,168.04



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

Invoice

RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 09, 2025

Invoice No: 2023119.05 - 23

Invoice	\$52.75
Total	

Project 2023119.05 Beachwood -Timberlane-Green Construction

P.O.#2023-01261 \$155,000.00

Professional Services from April 26, 2025 to May 30, 2025

Task 100 Construction Admin.

Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Libert, Alicia	.50	105.50	52.75
Totals	.50		52.75
Total Labor			52.75

Total this Task \$52.75

Billing Limits

	Current	Prior	To-Date
Total Billings	52.75	153,716.26	153,769.01
Limit			155,000.00
Remaining			1,230.99

Total this Invoice \$52.75 ✓

Billings to Date

	Current	Prior	Total
Labor	52.75	149,351.26	149,404.01
Expense	0.00	4,365.00	4,365.00
Totals	52.75	153,716.26	153,769.01

APPROVED FOR PAYMENT

BY: [Signature]
 DATE: 6-13-25
 P/O: 2023-01261

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/14/23	2023119.05-1	2023119.05	03/31/23	SERVICE	\$4,516.75
05/12/23	2023119.05-2	2023119.05	04/28/23	SERVICE	\$5,162.00
06/09/23	2023119.05-3	2023119.05	05/26/23	SERVICE	\$2,126.00
09/08/23	2023119.05-4	2023119.05	08/25/23	SERVICE	\$222.00
10/13/23	2023119.05-5	2023119.05	09/29/23	SERVICE	\$4,994.50
11/10/23	2023119.05-6	2023119.05	10/27/23	SERVICE	\$609.50
12/08/23	2023119.05-7	2023119.05	11/24/23	SERVICE	\$2,325.00
12/31/23	2023119.05-8	2023119.05	12/31/23	SERVICE	\$8,074.75
01/31/24	2023119.05-9	2023119.05	01/26/24	SERVICE	\$10,526.50
03/08/24	2023119.05-10	2023119.05	02/23/24	SERVICE	\$12,455.50
04/12/24	2023119.05-11R	2023119.05	03/29/24	SERVICE	\$23,979.50
05/10/24	2023119.05-12	2023119.05	04/26/24	SERVICE	\$12,771.75
06/14/24	2023119.05-13	2023119.05	05/31/24	SERVICE	\$21,429.13
07/10/24	2023119.05-14	2023119.05	06/28/24	SERVICE	\$14,317.38
08/09/24	2023119.05-15	2023119.05	07/26/24	SERVICE	\$6,455.25
10/11/24	2023119.05-17	2023119.05	09/27/24	SERVICE	\$3,155.00
09/13/24	2023119.05-16	2023119.05	08/30/24	SERVICE	\$3,722.00
11/08/24	2023119.05-18	2023119.05	07/26/24	SERVICE	\$4,446.75
12/13/24	2023119.05-19	2023119.05	11/29/24	SERVICE	\$7,505.25
01/10/25	2023119.05-20	2023119.05	12/21/24	SERVICE	\$4,118.75
02/14/25	2023119.05-21	2023119.05	01/31/25	SERVICE	\$697.50
03/14/25	2023119.05-22	2023119.05	02/28/25	SERVICE	\$105.50
06/09/25	2023119.05-23	2023119.05	05/30/25	SERVICE	\$52.75

\$153,769.01



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

Invoice

RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 09, 2025

Invoice No: 2024119.04 - 16

Invoice	\$358.50
Total	

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from April 26, 2025 to May 30, 2025

Task 100 Pre-Design

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	2.00	148.50	297.00
Sr. Project Manager			
Wojciechowski, Kevin	.50	123.00	61.50
Totals	2.50		358.50
Total Labor			358.50

Total this Task \$358.50

Billing Limits

	Current	Prior	To-Date
Total Billings	358.50	171,409.76	171,768.26
Limit			175,404.00
Remaining			3,635.74

Total this Invoice \$358.50

Outstanding Invoices

Number	Date	Balance
15	5/9/2025	13,466.25
Total		13,466.25

APPROVED FOR PAYMENT

BY: [Signature]
DATE: 6-13-25
P/O: 2024-00448

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	\$478.50
04/12/24	2024119.04-2R	2024119.04	03/29/24	SERVICE	\$3,568.50
05/10/24	2024119.04-3R	2024119.04	04/26/24	SERVICE	\$22,128.25
06/14/24	2024119.04-4	2024119.04	05/31/24	SERVICE	\$24,902.38
07/10/24	2024119.04-5	2024119.04	06/28/24	SERVICE	\$39,463.25
08/09/24	2024119.04-6	2024119.04	07/26/24	SERVICE	\$3,864.75
09/13/24	2024119.04-7	2024119.04	08/30/24	SERVICE	\$13,931.75
10/11/24	2024119.04-8	2024119.04	09/27/24	SERVICE	\$4,618.00
11/08/24	2024119.04-9	2024119.04	10/25/24	SERVICE	\$9,180.00
12/13/24	2024119.04-10	2024119.04	11/29/24	SERVICE	\$10,331.25
01/10/25	2024119.04-11	2024119.04	12/21/24	SERVICE	\$10,598.50
02/14/25	2024119.04-12	2024119.04	01/31/25	SERVICE	\$12,029.88
03/14/25	2024119.04-13	2024119.04	02/28/25	SERVICE	\$717.00
04/10/25	2024119.04-14	2024119.04	03/28/25	SERVICE	\$2,131.50
05/09/25	2024119.04-15	2024119.04	04/25/25	SERVICE	\$13,466.25
06/09/25	2024119.04-16	2024119.04	05/30/25	SERVICE	\$358.50

\$171,768.26



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

Invoice

RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 06, 2025

Invoice No: 2025119.01 - 5

Invoice **\$2,350.50**
Total

Project 2025119.01 Beachwood - General Engineering

Professional Services from April 26, 2025 to May 30, 2025

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	4.00	148.50	594.00
Ciuni, Joseph	3.00	148.50	445.50
Traffic and Engineering metgs.			
Totals	7.00		1,039.50
Total Labor			1,039.50
Total this Task			\$1,039.50

Task 200 General Engineering(Under \$2,500.00 Fee)

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
2024 City Hall Parking Lots - cores			
Ciuni, Joseph	2.00	148.50	297.00
Bryden MCIP			
Ciuni, Joseph	1.00	148.50	148.50
MCIP Meeting with NEORS			
Ciuni, Joseph	3.00	148.50	445.50
Stantions Meeting			
Ciuni, Joseph	1.00	148.50	148.50
Stormwater Retention Basin Mtg. - Central Parkway			
Sr. Project Manager			
Fini, Nicholas	1.00	123.00	123.00
Bryden MCIP.			
Totals	9.00		1,311.00
Total Labor			1,311.00
Total this Task			\$1,311.00

APPROVED FOR PAYMENT

AKRON / ATLANTA / CLEVELAND / COLUMBUS / DALLAS / HOUSTON
INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
Net 30 days.

DATE: 6-13-25
P/O: 2025-00117

Project	2025119.01	Beachwood - General Engineering	Invoice	5
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Total this Invoice \$2,350.50

Outstanding Invoices

Number	Date	Balance
4	5/9/2025	2,698.88
Total		2,698.88

Billings to Date

	Current	Prior	Total
Labor	2,350.50	8,317.38	10,667.88
Totals	2,350.50	8,317.38	10,667.88

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/14/25	2025119.01-1	2025119.01	01/31/25	BUILDING	\$988.50
03/14/25	2025119.01-2	2025119.01	02/28/25	BUILDING	\$1,749.50
04/10/25	2025119.01-3	2025119.01	03/28/25	BUILDING	\$2,880.50
05/09/25	2025119.01-4	2025119.01	04/25/25	BUILDING	\$2,698.88
06/06/25	2025119.01-5	2025119.01	05/30/25	BUILDING	\$2,350.50

\$10,667.88



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

Invoice

RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 06, 2025

Invoice No: 2025119.02 - 6

Invoice Total \$8,540.50

Project 2025119.02 Beachwood - 2025 Road Program

Professional Services from April 26, 2025 to May 30, 2025

Task 100 Design

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	14.00	148.50	2,079.00	
Sr. Project Manager				
Fini, Nicholas	8.50	123.00	1,045.50	
Totals	22.50		3,124.50	
Total Labor				3,124.50
Total this Task				\$3,124.50

Task 200 Construction Administration w/o Inspecti

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	6.00	148.50	891.00	
Design Engineer				
Bartlett, Margaret	9.00	105.50	949.50	
Libert, Alicia	1.00	105.50	105.50	
Totals	16.00		1,946.00	
Total Labor				1,946.00
Total this Task				\$1,946.00

Task 300 Concrete Repair Project - TIF

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	12.00	148.50	1,782.00

APPROVED FOR PAYMENT

BY: *[Signature]*

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

Net 30 days.

P/O: *2025-00287*

Project	2025119.02	Beachwood - 2025 Road Program	Invoice	6
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Design Engineer				
Bartlett, Margaret	16.00	105.50	1,688.00	
Totals	28.00		3,470.00	
Total Labor				3,470.00
		Total this Task		\$3,470.00

Billing Limits	Current	Prior	To-Date	
Total Billings	8,540.50	66,599.52	75,140.02	✓
Limit			105,000.00	
Remaining			29,859.98	
		Total this Invoice	\$8,540.50	✓

Outstanding Invoices			
Number	Date	Balance	
5	5/9/2025	8,310.38	
Total		8,310.38	

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
01/10/25	2025119.02-1	2025119.02	12/21/24	SERVICE	\$24,456.89
02/14/25	2025119.02-2	2025119.02	01/31/25	SERVICE	\$14,869.75
03/14/25	2025119.02-3	2025119.02	02/28/25	SERVICE	\$5,623.25
04/10/25	2025119.02-4	2025119.02	03/28/25	SERVICE	\$13,339.25
05/09/25	2025119.02-5	2025119.02	04/25/25	SERVICE	\$8,310.38
06/06/25	2025119.02-6	2025119.02	05/30/25	SERVICE	\$8,540.50

\$75,140.02



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

Invoice

RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 06, 2025

Invoice No: 2025119.05 - 1

Invoice **\$1,150.00**
Total

Project 2025119.05 Beachwood - Dead Tree Surveys
Professional Services from April 26, 2025 to May 30, 2025

Task 100 24711 Beechmont and 2824 Shakercrest

Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Novak, Rick	5.00	115.00	575.00
Totals	5.00		575.00
Total Labor			575.00
Total this Task			\$575.00

Task 101 2242 Halcyon/24205 East Groveland

Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Novak, Rick	5.00	115.00	575.00
Totals	5.00		575.00
Total Labor			575.00
Total this Task			\$575.00

Total this Invoice \$1,150.00

Billings to Date

	Current	Prior	Total
Labor	1,150.00	0.00	1,150.00
Totals	1,150.00	0.00	1,150.00

APPROVED FOR PAYMENT
BY: C. [Signature]
DATE: 6-13-25
P/O: 2025-00117

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/06/25	2025119.05-1	2025119.05	05/30/25	SERVICE	\$1,150.00

\$1,150.00



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

Invoice
RECEIVED
JUN 13 2025

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

June 06, 2025
 Invoice No: 2025119.06 - 1
FINANCE DEPT

Invoice	\$9,478.38
Total	

Project 2025119.06 Beachwood - Timberlane - Green Phase2 - CA
 Checking shop drawings, pre-con, answer RFIs, and review schedule.
Professional Services from April 26, 2025 to May 30, 2025

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	25.00	148.50	3,712.50	
Sr. Project Manager				
Fini, Nicholas	6.00	123.00	738.00	
Wojciechowski, Kevin	2.50	123.00	307.50	
Sr. Engineer				
Stonitsch, Erik	9.50	113.75	1,080.63	
Design Engineer				
Getz, Collin	2.00	105.50	211.00	
Libert, Alicia	15.50	105.50	1,635.25	
Saunders, Andrew	17.00	105.50	1,793.50	
Totals	77.50		9,478.38	
Total Labor				9,478.38
			Total this Task	\$9,478.38

Billing Limits	Current	Prior	To-Date
Total Billings	9,478.38	0.00	9,478.38
Limit			45,000.00
Remaining			35,521.62
		Total this Invoice	\$9,478.38

SVC
APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 6-13-25
 P/O: 2025-01385

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/06/25	2025119.06-1	2025119.06	05/30/25	SERVICE	\$9,478.38

\$9,478.38



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

Invoice
RECEIVED

JUN 13 2025

FINANCE DEPT

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

June 06, 2025

Invoice No: 2025120.02 - 3

#7023-01825
Fuchs Mizrachi School

Invoice **\$638.25**
Total

Project 2025120.02 Beachwood - Fuchs Mizrachi School

Professional Services from April 26, 2025 to May 30, 2025

Task 100 Plan Review and Inspection as requested

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	2.00	148.50	297.00
Sr. Engineer			
Gorman, Jacqueline	3.00	113.75	341.25
Totals	5.00		638.25
Total Labor			638.25
Total this Task			\$638.25

Billing Limits

	Current	Prior	To-Date
Total Billings	638.25	2,164.38	2,802.63
Limit			10,000.00
Remaining			7,197.37
Total this Invoice			\$638.25

Bldg
APPROVED FOR PAYMENT
BY: _____
DATE: 6-11-25
P/O: 783-000 53130- no PO

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/14/25	2025120.02-1	2025120.02	02/28/25	BUILDING	\$1,652.50
04/10/25	2025120.02-2	2025120.02	03/28/25	BUILDING	\$511.88
06/06/25	2025120.02-3	2025120.02	05/30/25	BUILDING	\$638.25

\$2,802.63



RECEIVED
JUN 13 2025
FINANCE DEPT

June 7, 2025

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

Re: **Building Department**
INVOICE
Plan Review Services for May 2025

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

Plan Review for the month of May 2025..... \$1937.50
Cost Breakdown Sheet Attached

Total amount due.....\$1937.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

783 Deposit \$375.⁰⁰
101 General \$1,562.⁵⁰

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6-10-25
P/O: _____

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

		May 2025		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2515-01 5-29-2025	2025-02847-2	Fuchs Mizrahi 2	3.0 H	\$375.00
CB2516-01 5-26-2025	2025-02944	Indoor Storage	2.5H	\$312.50
CB2517-01 5-26-2025	2025-02220 FP	Zinner 3201 Chagrin 410	2.0H	\$250.00
CB2518-01 5-26-2025	2025-03360	Tremco	2.0H	\$250.00
CB2519-01 5-31-2025	2025-03483	TUMI	3.0H	\$375.00
CB2520-01 6-7-2025	2025-03563	Key Bank	3.0H	\$375.00
		Total	15.5 H	\$1937.50

PERSPECTUS

Perspectus Architecture
1300 East 9th Street, Suite 910
Cleveland, OH 44114
(216) 752-1800

RECEIVED

JUN 18 2025

FINANCE DEPT

City of Beachwood
Jennifer Twitt
25325 Fairmount Boulevard
Beachwood, OH 44122

Invoice number 22448
Date 06/13/2025

Project 24118 CITY OF BEACHWOOD PUBLIC
WORKS ROOF REPLACEMENT

Professional Services through 05/31/2025

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design / Design Development	38,400.00	100.00	38,400.00	38,400.00	0.00	0.00
Construction Documents	23,040.00	100.00	23,040.00	23,040.00	0.00	0.00
Bidding / Construction	15,380.00	30.00	3,072.00	4,608.00	10,752.00	1,536.00
Subtotal	76,800.00	86.00	64,512.00	66,048.00	10,752.00	1,536.00
Total	76,800.00	86.00	64,512.00	66,048.00	10,752.00	1,536.00

Invoice total **1,536.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22375	05/22/2025	5,384.85	5,384.85				
22448	06/13/2025	1,536.00	1,536.00				
Total		6,920.85	6,920.85	0.00	0.00	0.00	0.00

APPROVED FOR PAYMENT

BY: C. Curran

DATE: 6-30-25

P/O: 2025-01161

PERSPECTUS

RECEIVED

JUN 18 2025

FINANCE DEPT

Perspectus Architecture
1300 East 9th Street, Suite 910
Cleveland, OH 44114
(216) 752-1800

City of Beachwood
Accounts Payable
25325 Fairmount Boulevard
Beachwood, OH 44122

Invoice number 22449
Date 06/13/2025

Project 24135 CITY OF BEACHWOOD - CITY
HALL GLAZING REPLACEMENT

Professional Services through 05/31/2025

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design/Design Development	5,250.00	100.00	5,250.00	5,250.00	0.00	0.00
Construction Documents	5,125.00	85.00	3,843.75	4,356.25	768.75	512.50
Bidding/Construction Phase Services	5,125.00	0.00	0.00	0.00	5,125.00	0.00
Subtotal	15,500.00	61.98	9,093.75	9,606.25	5,893.75	512.50
Total	15,500.00	61.98	9,093.75	9,606.25	5,893.75	512.50

Invoice total **512.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22449	06/13/2025	512.50	512.50				
	Total	512.50	512.50	0.00	0.00	0.00	0.00

APPROVED FOR PAYMENT

BY: C. Curcio

DATE: 6-3-25

P/O: 2025-01161

JUN 13 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1501650
Client/Matter: 144096.0003
Billing Atty: RTH
May 21, 2025

Re: ROUTINE LEGAL SERVICES

Invoice Total

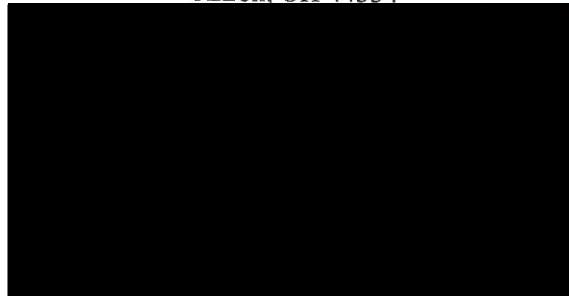
\$ 10,422.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



BY: *[Signature]*
DATE: 6/13/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

JUN 13 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE
Invoice: 1501651
Client/Matter: 144096.0004
Billing Atty: RTH
May 21, 2025

Re: **EXCESS ROUTINE LEGAL SERVICES**

Invoice Total

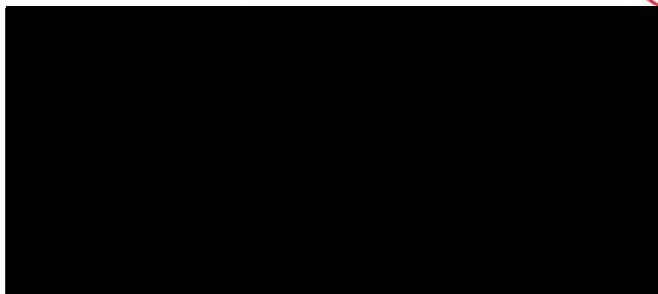
\$ 3,918.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



BY: 
DATE: 6/3/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

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JUN 13 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1501652
Client/Matter: 144096.0005
Billing Atty: RTH
May 21, 2025

Re: **SPECIAL LEGAL SERVICES**

Invoice Total

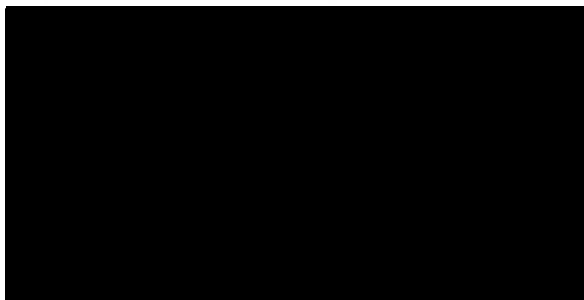
\$ 908.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



BY: 
DATE: 6/13/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

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RECEIVED

JUN 13 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID # [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE
Invoice: 1501653
Client/Matter: 144096.0006
Billing Atty: RTH
May 21, 2025

Re: [REDACTED]

Invoice Total

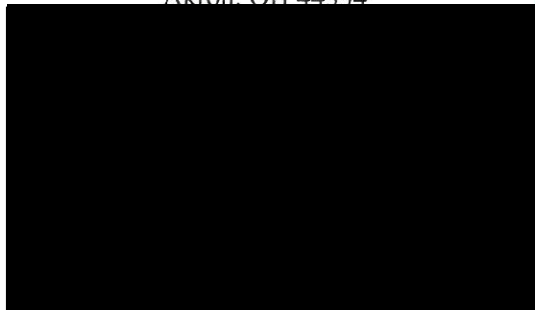
\$ 134.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



BY: [Signature]
DATE: 6/13/2025
P/O: 144096.0006
APPROVED FOR PAYMENT

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

JUN 13 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID # [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1501654

Client/Matter: 144096.0007

Billing Atty: RTH

May 21, 2025

Re [REDACTED]

Invoice Total

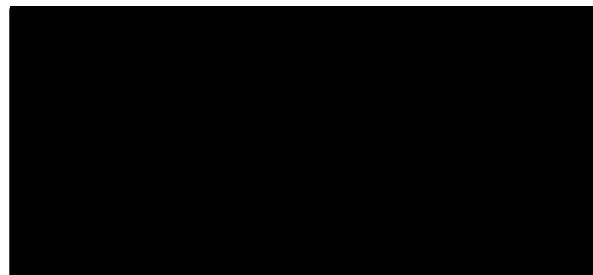
\$ 5,226.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



BY: [Signature]
DATE: 6/13/25
P/O: 2025-00166
APPROVED FOR PAYMENT

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

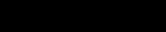
RECEIVED

JUN 30 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1505785
Client/Matter: 144096.0003
Billing Atty: RTH
June 24, 2025

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 7,040.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

BY: 
DATE: 6/26/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

JUN 30 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1505786

Client/Matter: 144096.0004

Billing Atty: RTH

June 24, 2025

Re: EXCESS ROUTINE LEGAL SERVICES

Invoice Total

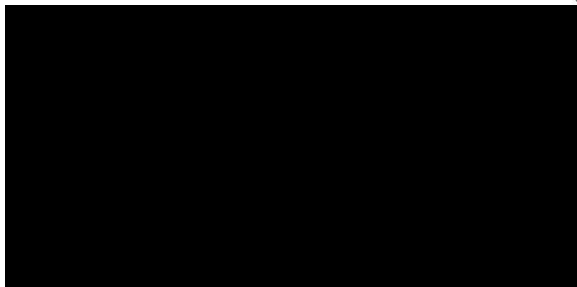
\$ 696.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY BY:

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



APPROVED FOR PAYMENT
DATE: 6/26/2025
P/O: 00166

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

JUN 30 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1505787
Client/Matter: 144096.0005
Billing Atty: RTH
June 24, 2025

Re: SPECIAL LEGAL SERVICES

Invoice Total

\$ 1,909.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

BY: [Signature]
DATE: 6/25/2025
P/O: [Signature]
APPROVED FOR PAYMENT

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

JUN 30 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1505788

Client/Matter: 144096.0007

Billing Atty: RTH

June 24, 2025

Re: [REDACTED]

Invoice Total

\$ 2,278.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334

BY: 
DATE: 6/25/2025
P/O: 2025-00166
APPROVED FOR PAYMENT

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RECEIVED

JUN 30 2025

FINANCE DEPT

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

whitney.crook@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1505789

Client/Matter: 144096.0008

Billing Atty: RTH

June 24, 2025

Re: [REDACTED]

Invoice Total

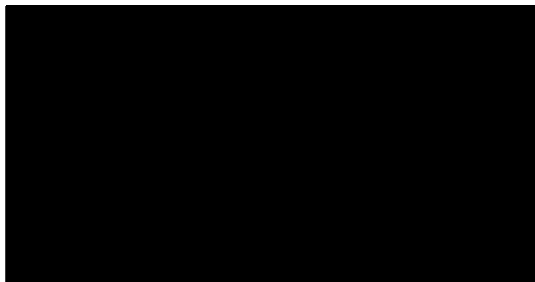
\$ 201.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
P.O. Box 5404
Akron, OH 44334



APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6/25/2025
P/O: 20083-00166

You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

RECEIVED

JUN 20 2025

FINANCE DEPT

Tactical Planning, LLC

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

INVOICE

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

June 17, 2025

FED ID

P.O. 2024-02559

INV # BW-2508

For professional planning services rendered with regard to **preparation of RFQ/RFP** for development of the former Fairmount Temple property in accordance with **P.O. 2024-02559** as follows:

Meeting w/ Bond Attorney (6/3/25)

G. Smerigan	1.5 Hours	@	\$120.00 / hours	\$180.00
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Follow-up Meetings w/ Proposers (6/5/25)

G. Smerigan	4.0 Hours	@	\$120.00 / hour	\$480.00
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Meeting with Selection Committee (6/9/25)

G. Smerigan	2.0 Hours	@	\$120.00 / hour	\$240.00
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Coordination re: Development Agreement

G. Smerigan	1.5 Hours	@	\$120.00 / hour	\$180.00
-------------	-----------	---	-----------------	----------

TOTAL DUE THIS INVOICE

\$1,080.00

Thank you,

APPROVED FOR PAYMENT

BY: Approved: 6/20/25DATE: Justin BoardP/O: 2024-02559

George Smerigan
Managing Member

JUN 20, 2025

FINANCE DEPT

Tactical Planning, LLC

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

INVOICE

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

June 19, 2025

FED ID [REDACTED]

P.O. # 2024-00982

INV # BW-2509

For professional planning services rendered with regard to preparation of a **Building and Zoning Code Updates** in accordance with P.O. No. 2024-00982 as follows:

Revisions to Draft Fee Amendments

G. Smerigan	5.0 Hours	@	\$120.00 / hour	\$600.00
-------------	-----------	---	-----------------	----------

Meetings w/ Building Commissioner

G. Smerigan	4.5 Hours	@	\$120.00 / hour	\$540.00
-------------	-----------	---	-----------------	----------

Prepare Request for Legislation

G. Smerigan	1.5 Hours	@	\$120.00 / hour	\$180.00
-------------	-----------	---	-----------------	----------

TOTAL DUE THIS INVOICE

\$1,320.00

Thank you,

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 6-20-25

P/O: 2024-00982

[Signature]
George Smerigan
Managing Member

Motion

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: June 17, 2025

RE: Council Agenda Item: City Hall Window Replacement Project

Mayor,

Perspectus Architecture has completed the bid specifications for the window replacement located at the main entrance of City Hall and the rotunda. The majority of these windows in this area have been etched and fogged due to broken, cracked and deteriorated seals that encapsulate each window. Public Works is seeking permission to competitively bid this project this summer with the intention of completing this project prior to the winter season.

With your approval, I would like to place this item on the next Council agenda. Please let me know if you have any questions in regards to this project.

Motion

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: June 17, 2025

RE: Council Agenda Item: Hot Water Tank Replacement – Aquatic Facility

The Aquatic Facility has two, 80 - gallon, hot water tanks that provide hot water to both locker rooms, the concession area and the exterior bathroom. Although these tanks are only utilized on a seasonal basis, they were built and installed when the facility opened in 2003. In order to be proactive and avoid any unnecessary closures during the summer, we are recommending replacement of both units this coming off season.

With your permission, I would like to start the competitive bidding process and place this item on the next Council agenda. Please let me know if you have any questions on the replacement of these tanks.

INTRODUCED BY:

AMENDED ORDINANCE NO. 2024-63

AN ORDINANCE REZONING 2555 EDGEWOOD DRIVE, BEACHWOOD, OHIO 44122 PPN# 741-08-036 AND 2561 EDGEWOOD DRIVE, BEACHWOOD, OHIO 44122 PPN# 741-08-037, FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, Bais Avrohom Congregation has requested the rezoning of 2555 Edgewood Drive, Beachwood, Ohio 44122 PPN# 741-08-036 and 2561 Edgewood Drive, Beachwood, Ohio 44122 PPN# 741-08-037, from U-1 Single Family Residential District To U-5 Public and Institutional District; and

WHEREAS, on August 20, 2024, Council placed the rezoning request on first reading and referred it to the Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01; and

WHEREAS, the Planning and Zoning Commission reviewed the request on March 27, 2025, and did not recommend that Council grant the requested rezoning; and

WHEREAS, following the Commission's report, Council placed the proposed rezoning on second reading and scheduled a public hearing to occur after the required 30-day notice period; and

WHEREAS, a duly advertised public hearing was held on June 16, 2025, at Beachwood City Hall, Council Chambers; and

WHEREAS, this Ordinance is now in a position to be read by Council on three separate occasions.

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 hereby approves the rezoning of 2555 Edgewood Drive, Beachwood, Ohio 44122 PPN# 741-08-036 and 2561 Edgewood Drive, Beachwood, Ohio 44122 PPN# 741-08-037, from U-1 Single Family Residential District To U-5 Public and Institutional District.

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.

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 14th day of July, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025 and filed it with the Clerk.

Mayor

INTRODUCED BY:

AMENDED ORDINANCE NO. 2025-12

AN ORDINANCE REZONING 3663 PARK EAST DRIVE, BEACHWOOD, OHIO 44122 PPN# 742-29-017, FROM U-4C INTEGRATED MIXED USE, MULTI-FAMILY RESIDENTIAL, OFFICE RETAIL, RECREATION BUSINESS DISTRICT TO U-9 MOTOR SERVICE DISTRICT

WHEREAS, My Place Group, LLC has requested the rezoning of 3663 Park East Drive, Beachwood, Ohio 44122 PPN# 742-29-017 from U-4C Integrated Mixed Use to U-9 Motor Service District; and

WHEREAS, on April 7, 2025, Council placed the rezoning request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01; and

WHEREAS, the Planning and Zoning Commission reviewed the request on April 10, 2025 and recommended to Council to grant the requested Rezoning; and

WHEREAS, following the Commission's report, Council placed the proposed rezoning on second reading and scheduled a public hearing to occur after the required 30-day notice period; and

WHEREAS, a duly advertised public hearing was held on June 16, 2025, at Beachwood City Hall, Council Chambers; and

WHEREAS, this Ordinance shall be read by Council on three separate occasions, and Council now recommends approval of the rezoning request.

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 hereby approves the rezoning of 3663 Park East Drive, Beachwood, Ohio 44122 PPN# 742-29-017 from U-4C Integrated Mixed Use to U-9 Motor Service District.

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.

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 14th day of July, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025 and filed it with the Clerk.

Mayor

INTRODUCED BY:

AMENDED ORDINANCE NO. 2025-13

AN ORDINANCE AMENDING THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE BY AMENDING BEACHWOOD CODIFIED ORDINANCE SECTION 1111.02(M)(2) TITLED “CLASSIFICATION OF USES”

WHEREAS, City Planner, George Smerigan has suggested an amendment to the City of Beachwood Planning and Zoning Code Section 1111.02(M)(2);

WHEREAS, on April 7, 2025, Council placed the amendment request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01; and

WHEREAS, the Planning and Zoning Commission reviewed the request on April 10, 2025 and recommended to Council to grant the requested amendment; and

WHEREAS, following the Commission’s report, Council placed the proposed amendment on second reading and scheduled a public hearing to occur after the required 30-day notice period; and

WHEREAS, a duly advertised public hearing was held on June 16, 2025, at Beachwood City Hall, Council Chambers; and

WHEREAS, this Ordinance shall be read by Council on three separate occasions, and Council now recommends approval of the rezoning request.

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 hereby approves the requested amendment to the City’s Planning and Zoning Code, the details of which are 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.

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 14th day of July, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025 and filed it with the Clerk.

Mayor

Exhibit “A”

AMEND SECTION 1111.02 CLASSIFICATION OF USES BY AMENDING SECTION 1111.02(M)(4) TO READ AS FOLLOWS.

1111.02 CLASSIFICATION OF USES.

For the purpose of this Zoning 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-2, Class U-2A, Class U-3, Class U-3A, Class U-4A, Class U-4B, Class U-5, Class U-7, 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. Uses classified as Class U-6 are prohibited entirely.

(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, Central Parkway, Park East Drive, and Orange Place only.
- (5) Banks.
- (6) Office buildings.
- (7) Child day care center pursuant to Section 1155.02.
- (8) Adult day care center pursuant to Section 1155.03
- (9) Licensed health care facilities with a Conditional Use Permit.
- (10) Professional medical offices.

INTRODUCED BY:

AMENDED ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING THE CITY OF BEACHWOOD PLANNING AND ZONING CODE BY AMENDING CODIFIED ORDINANCE SECTION 1107.01 TITLED “AMENDMENT PROCEDURES”

WHEREAS, the City administration has requested amendments to the City of Beachwood Planning and Zoning Code Section 1107.01;

WHEREAS, on May 5, 2025, Council placed the amendment request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with Beachwood Codified Ordinance Section 1107.01; and

WHEREAS, the Planning and Zoning Commission reviewed the request on June 26, 2025 and recommended that Council grant the requested amendment; and

WHEREAS, Council desires to place the proposed amendment on second reading and refer it to a Public Hearing to occur after a 30-day advertising period.

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 to amend the City’s Planning and Zoning Code, the details of which are attached hereto and incorporated herein as Exhibit “A”, hereby placed the proposed amendments on first reading and referred the matter to the Planning and Zoning Commission for its review, report, and recommendation. Council is in receipt of the Planning and Zoning Commission’s report and recommendation and desires to schedule a public hearing to be held at Beachwood City Hall, Council Chambers. The proposed amendments shall be read by Council on three separate occasions.

Section 2: The Clerk of Council is directed to advertise the public 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 _____, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the day of _____, 2025.

Clerk

Approval: I have approved this legislation this__ day of_____, 2025 and filed it with the Clerk.

Mayor

EXHIBIT "A"

1107.01 Amendment procedure.

Council may amend the zoning regulations and rezone property within the City on its own motion, or at the request of a property owner or owner's agent, with the following procedure.

Every proposed amendment shall be submitted to the Council first for its initial consideration. Proposed amendments, prior to adoption, shall be referred to the Commission for a report and recommendation. Upon receipt of the report and recommendation of the Commission, the Council shall conduct a public hearing. Public notice of the hearing shall be published on the City's official website and on the City's official social media pages and electronic changeable copy sign for a period of not less than thirty (30) days prior to the date of the hearing. which shall have been advertised in a newspaper of general circulation within the City for a period of not less than thirty (30) days.

In addition, in the situation of a proposed amendment to the Zone Map designation of a zoning district to be applied to a parcel or parcels, written notice of the public hearing shall be delivered to all Adjoining Property owners, as defined herein, by a nationally recognized delivery service or by hand-delivery, with delivery made no less than ten (10) days prior to the public hearing date.

The Council may refer a proposed amendment to a committee of Council for further study at any time prior to adoption.

The Council may declare a moratorium for a period not to exceed one hundred twenty (120) days if it finds and determines the necessity of preventing applications for site development plan approval to the Commission, or applications for building permits to the Building Commissioner, during a period when amendments to the Code are being reviewed by the Council and legislation is pending to amend the Code, in order to prevent the vesting of property owners' rights during the limited period of time when such legislation is being considered.

For the purposes of this section, "Adjoining Property" means any parcel of land that shares a common property line with the subject parcel or parcels of a Zone Map amendment, including parcels located within the width of the subject property of the front property line across a public or private street, alley, or right-of-way from the subject property, except for parcels located across Interstate 271 from the subject parcel or parcels.

INTRODUCED BY:

AMENDED ORDINANCE NO. 2025-5

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY
OF BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, the City Planner and Building Commissioner have recommended amendments to the City's Planning and Zoning Code in response to property owner requests and discussions with Administrative Staff, Council, and the Planning and Zoning Commission, which amendments are attached hereto and fully incorporated by reference herein as "Exhibit A"; and

WHEREAS, these amendments are intended to promote public health, safety, and welfare by improving clarity of the Code, enhancing land use controls to enhance overall property values in the City, and simplifying interpretation of the Code; and

WHEREAS, on February 3, 2025, Council placed the amendment request on first reading and referred it to the Planning and Zoning Commission for study, report, and recommendation in accordance with BCO 1107.01; and

WHEREAS, the Planning and Zoning Commission reviewed the request on April 10, 2025, and recommended to Council to approve the Zoning Code Amendments with the exception of the modification of the caps on residential square footage; and

WHEREAS, Council desires to place the proposed rezoning on Second Reading and refer it to a Public Hearing to occur after a 30-day advertising period.

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 recommendation from the City Planner and Building Commissioner for amendments to the City's Planning and Zoning Code, the details of which are attached hereto and incorporated herein as "Exhibit A", hereby placed the proposed amendments on first reading and referred the matter to the Planning and Zoning Commission for its review, report, and recommendation. Council is in receipt of the Planning and Zoning Commission's report and recommendation and desires to schedule a public hearing to be held at Beachwood City Hall, Council Chambers. The proposed Amendments shall be read by Council on three separate occasions.

Section 2: The Clerk of Council is directed to advertise notice of the public 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.

AMENDED ORDINANCE NO. 2025-5

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_____, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of_____, 2025.

Clerk

Approval: I have approved this legislation this____day of_____, 2025 and filed it with the Clerk.

Mayor

EXHIBIT A

PROPOSED CODE AMENDMENTS

1. AMEND SECTION 1101.08 DEFINITION OF "BUILDING HEIGHT"
2. AMEND CHAPTER 153 "ARCHITECTURAL BOARD OF REVIEW"
3. DELETE CHAPTER 1145 "YARDS AND LINES" IN ITS ENTIRETY
4. DELETE CHAPTER 1143 "LOTS" IN ITS ENTIRETY
5. AMEND CHAPTER 1146 "FENCES, LANDSCAPING, AND DRIVEWAYS" BY MOVING SOME SECTIONS TO CHAPTER 1113 U-1 AND AMENDING OTHER SECTIONS
6. AMEND CHAPTER 1113 "U-1 SINGLE FAMILY RESIDENTIAL DISTRICT" TO INCLUDE ALL APPLICABLE REGULATIONS (OTHER THAN FENCES)

1101.08 BUILDING HEIGHT.

"Building Height" means the vertical distance from the finished grade at the ~~centerline, six feet (6') perpendicular to the front~~front building line, to the top of the highest roof beams of a flat roof or to the ~~mean level~~peak of the highest gable or ~~slope of a~~ hip roof. When a building faces on more than one street, Commission shall determine the front. The finished grade may not be less than the average finished grade across the width of the lot measured at the front building line.

CHAPTER 153

ARCHITECTURAL BOARD OF REVIEW

- 153.01 Established.
- 153.02 Qualifications of members.
- 153.03 Conflict of interest.
- 153.04 Organization.
- 153.05 Quorum.
- 153.06 Purpose.
- 153.07 Review and Approval Required.
- 153.08 Accessory Structures.
- 153.09 Appeals

CROSS REFERENCES

- Power to establish - see CHTR. Art. VI, Sec. 1
- Fee for review of plans and specifications - see BLDG. 1329.08
- Sign Permits – see Section 1141.06

153.01 ESTABLISHED.

(a) There is hereby established an Architectural Board of Review which shall consist of three members, who shall be the Building Commissioner, the City Planner, and one additional member who shall be appointed by the Mayor and confirmed by Council for a term of three years. Current members of the Architectural Board who are not the appointed member shall serve as alternate members until the expiration of their terms.

(b) Vacancies shall be filled for the remainder of an unexpired term in the same manner as the original appointment. Any member of the Board shall be subject to removal by the Mayor, with the consent of Council, for cause. In the event of a temporary absence or unavailability of any appointed member, an alternate member is hereby authorized to replace the appointed member during the appointed member's unavailability. Such alternate member shall possess all of the qualifications of an appointed member, shall have the same powers and perform the same duties and shall receive the same compensation as an appointed member for each meeting attended.

(Ord. 2009-152. Passed 12-7-09.)

153.02 QUALIFICATIONS OF MEMBERS.

The appointed member of the Architectural Board of Review shall be a registered architect, duly registered and authorized to practice architecture in and under the laws of the State of Ohio, and shall have been actively engaged in the general practice of architecture as a registered architect in the State of Ohio for a period of not less than three years prior to

appointment to the Board.
(Ord. 2009-152. Passed 12-7-09.)

153.03 CONFLICT OF INTEREST.

No member of the Architectural Board of Review shall participate in the review of any work of which he or any partner or professional associate is the author, or in which he or they have any direct or indirect financial interest.
(Ord. 2009-152. Passed 12-7-09.)

153.04 ORGANIZATION.

The Building Commissioner shall serve as Chairman and shall be responsible for the proper administration of the Board and for scheduling regular meetings of the Board. If the Secretary is unavailable, one of the members of the Board shall act as Secretary for the meeting. The Secretary shall keep records of each Board meeting.
(Ord. 2009-152. Passed 12-7-09.)

153.05 QUORUM.

Two members of the Architectural Board of Review, one of whom shall be the appointed member, shall constitute a quorum, and its official action shall require the affirmative vote of not less than two members. It shall exercise the powers and duties herein provided for in accordance with the ordinances of the City and such laws of the State as may be applicable. The Board may adopt rules and regulations for its procedure.
(Ord. 2009-152. Passed 12-7-09.)

153.06 PURPOSE.

The purpose of the Architectural Board of Review is to preserve and protect the public health, safety and welfare by maintaining the high character of community development and protecting the real estate and its value in the City from impairment or reduction of value by regulating, according to architectural principles, the design, use of materials, finished grade lines and orientation of all new buildings, and by assuring that the appearance and aesthetics of building exteriors reasonably conform to City standards found in the area of the proposed building or addition to an existing building.
(Ord. 2009-152. Passed 12-7-09.)

153.07 REVIEW AND APPROVAL REQUIRED.

Each application for a building permit for:

- (a) a new principal building;
- (b) an addition to or expansion of an existing principal building;
- (c) a commercial sign; or
- (d) an accessory building of two hundred (200) square feet or greater

shall first be referred to the Architectural Board of Review for consideration. No building or sign permit for any of the above shall be issued without the prior approval of the Architectural Board of Review.

153.08 ACCESSORY STRUCTURES.

Accessory buildings of less than two hundred (200) square feet in area and accessory structures such as, but not limited to, pools, decks, pergolas, play equipment, and similar structures shall not require review and approval by the Architectural Board of Review, provided however, that the Building Commissioner may refer any such building or structure to the Architectural Board of Review for its consideration where the Commissioner has concerns as to whether such accessory building or structure fits and is appropriate in the neighborhood.

153.09 APPEALS.

Persons aggrieved by a final decision of the Architectural Board of Review with regard to approval of building plans may appeal such decision to the Planning and Zoning Commission provided that such appeal shall be filed within thirty (30) days after the date of the Architectural Board of Review's action.
(Ord. 2009-152. Passed 12-7-09.)

DELETE CHAPTER 1145 "YARDS AND LINES" IN ITS ENTIRETY

DELETE CHAPTER 1143 "LOTS" IN ITS ENTIRETY

CHAPTER 1146
FENCES, ~~LANDSCAPING AND DRIVEWAYS~~

1146.01 Definitions.

1146.02 Fences.

~~1146.03 Landscaping.~~

~~1146.04 Driveways in Class U-1 Districts.~~

1146.99 Violations and penalties.

1146.01 DEFINITIONS.

Terms as used in this chapter shall have the following meanings:

- (a) "Decorative or Ornamental Fence" means any type of free-standing open fence, except chain-link and wire fences.
- (b) "Fence" means an elevated partition or barrier separating one lot from another lot or parts of the same lot and includes the material used for the fence, its support members and all related parts.
- (c) "Fence Height" shall be measured from the existing predominant and prevailing ground grade level to the top of the fence. No berm, mound or base shall be created or constructed for the purpose of erecting a fence thereon so as to increase the permitted height of the fence from the level of the then existing natural grade.
- (d) "Free-standing Fence" means a fence which is not connected at any point to the main building on the property.
- (e) "Growing Landscaping" means grass, trees, bushes and other living plants.
- (f) "Hardscape" means patios, walkways, fountains, decks, and other improved surfaces.
- (g) "Open Fence" means a fence with at least twenty-five percent (25%) aggregate opening over the surface area of the fence with all openings equally distributed.
- (h) "Snow Fence" means a flexible temporary ~~wood and wire~~ barrier which has an aggregate opening of fifty percent (50%) over the surface area of the fence and is designed and used for the sole purpose of limiting snow from drifting.
- (i) "Garden Fence" means a temporary barrier which has an aggregate opening of fifty percent (50%) over the surface of the fence and which is intended and located so as to enclose and protect vegetables and other plants from animals.

1146.02 FENCES.

- (a) Permitted Materials: Fences shall be constructed of wood, steel, aluminum, or PVC (polyvinyl chloride), formulated to resist impact and approved for ultraviolet stabilization, meeting requirements of ASTM D638. All fencing shall be structurally able to withstand weather conditions.

(b) Fences Permitted In U-1, U-2A, U-3, U-3C, and U-3A Use Districts: Fences are permitted on property zoned Class U-1, U-2A, U-3, U-3C, and U-3A according to the following regulations:

- (1) Along side and rear lot lines, but not greater than six feet (6') in height where abutting land is zoned Class U-1, U-2A, U-3, U-3C or U-3A.
- (2) Along side and rear lot lines, but not greater than eight feet (8') in height where the abutting land is zoned in any non-residential Use District.
- (3) Within the rear yard, but not greater than six feet (6') in height.
- (4) Ornamental fences within front yards provided that:
 - A. ~~An No~~ ornamental fence ~~by itself, or with other structures,~~ shall ~~not completely enclose~~ exceed four (4) feet any area of a required front yard.
 - B. An ornamental fence shall not be located closer to any side lot line than the foundation wall on that side of the house.
 - C. No ornamental fence shall be erected closer than ~~twenty ten~~ feet (20'10') from the front property line.
 - D. ~~The total of all ornamental fencing within the required front yard setback shall be less than fifty percent (50%) of the width of the lot.~~
- (5) ~~Ornamental fences~~ Fences in the street side yard of corner lots, but not greater than six (6) feet in height or closer than ~~twenty twelve (2012)~~ feet from the right-of-way line.

(c) Fences Permitted in Non-Residential Use Districts:

- (1) Along side and rear lot lines, but not greater than eight feet (8') in height.
- (2) Within the rear yard, but not greater than eight feet (8') in height.
- (3) Within front yard setbacks only as specifically authorized by the Commission.

(d) Prohibited Fences: The following fences are prohibited in the City:

- (1) Wire fences constructed of material less than #11 AWG.
- (2) Barbed wire fences.
- (3) Fences charged with electricity.
- (4) Fences forward of the required front yard setback, except for ornamental fences as regulated in subsection (b)(4) hereof or within non-residential districts as provided in subsection (c)(3) hereof.
- (5) Snow fences greater than four feet (4') in height or used during the months of April through and including October.
- ~~(6) Fences located less than fifteen feet (15') from any driveway where the driveway is closer than fifteen feet (15') from a side lot line.~~
- ~~(7) Fences not specifically permitted by this Chapter.~~
- ~~(8) Fences not having a uniform color, material and design except as specifically authorized by the Commission Building Commissioner.~~
- ~~(9) Any solid fence or any fence that does not comply with the definition of an Open Fence as set forth in Section 1146.01(g), provided however, that solid fences may be permitted in non-residential districts for screening and buffering as approved by the Commission.~~

(e) Construction Or Replacement; Permit Required: Before constructing or replacing any fence, except ~~a snow fences or garden fences that enclose an area of less than two hundred (200) square feet~~, the owner shall apply for and be issued a permit by the Building

Commissioner. Fences for land zoned other than Class U-1 Single-Family District shall also require the approval of the Planning and Zoning Commission.

(f) Maintenance Of Fences: Fences shall be maintained with the same standards required of new fences, and the owner shall:

- (1) Replace or repair any part that is rusted or rotted.
- (2) Re-paint or re-stain any part where the paint or stain is faded, cracked or peeling.
- (3) Repair or replace any part that is loose, bent, bowed or leaning.

(g) Nonconforming Fences: A nonconforming fence is defined as a fence which was constructed prior to the enactment of legislation regulating fences. Nonconforming fences shall be repaired and maintained, and shall be replaced with conforming fences if more than fifty percent (50%) of any such fence requires replacement, is destroyed or removed.

(h) Fences shall be designed, constructed and maintained so that the finished side faces the neighbor or the structure is equally attractive from the side of the adjoining property owner.

(i) Fences may be placed adjacent to the property line, but shall not be placed on the property line.

1146.03 — LANDSCAPING.

~~—(a) Height Of Hedges And Shrubbery: Shrubs, hedges or bushes adjacent to side yard lines in front of the building line and shrubs, hedges or bushes adjacent to and parallel with the public sidewalk for a distance of fifteen feet (15') from any driveway shall be planted and maintained so as not to exceed a height of two feet (2'). Prior to any prosecution for the violation of this section, the property owner shall be given ten (10) days written notice by the Chief of Police or his duly authorized representative.~~

~~—(b) Shade Tree Planting: Any owner or builder of a house or other building which is constructed and erected within the City shall deposit seventy-five dollars (\$75.00) with the Public Works Department to cover all expenses for the planting of shade trees on the tree lawn abutting such house or other building. One shade tree shall be planted for each multiple of thirty feet (30') to fifty feet (50') of frontage, depending on the tree lawn and type of tree to be planted, as determined by the Public Works Director. Corner lots require trees on both streets. A minimum of one (1) shade tree shall be planted for each house or other building, regardless of the frontage of the lot. The Building Commissioner shall not issue a building permit to any person engaged in the construction of houses or buildings for resale until such person has complied with this section.~~

~~—(c) Landscaping of Residential Lots Required: Growing and/or non-growing landscaping is required on the entire lot, except for such portions as are occupied by the house, garage, driveway or other permitted improvements. Council hereby finds and determines that the required landscaping is necessary for the public peace, health, safety and welfare, to protect pedestrians, to prevent deterioration of property values and to prevent the wash-down of mud and other debris across sidewalks and into catch basins. Not more than fifteen percent (15%) of the total lot area shall consist of hardscape, parking areas, and driveways.~~

~~—(d) Tree Lawns: Tree lawn areas shall only be planted with grass and/or City authorized street trees. No other improvements or landscaping shall be permitted within the tree lawn. No retaining walls, landscape timbers, or other landscape features shall be placed within twelve inches (12") of a public sidewalk. Damage to landscape features located within twelve inches (12") of a public sidewalk from snow plowing or sidewalk maintenance shall be the responsibility of the homeowner.~~

~~—(e) Completion of Landscaping: Landscaping shall be completed within one hundred twenty (120) days following issuance of a certificate of occupancy unless such date occurs after October 1 of a year. In that event, the time for completion shall be extended to June 1 of the following year. However, should a certificate of occupancy not be issued within two hundred forty (240) days of the issuance of a building permit, then the builder or owner shall install the front yard landscaping within ninety additional days unless such date occurs after October 1 of a year. In that event, the time for completion shall be extended to June 1 of the following year.~~

~~—(f) Emergency Improvements: The City may, as a condition of any building permit, enter upon single-family lots and make temporary emergency improvements required for the protection of the building, land or neighboring property. The City shall give reasonable notice to the person issued the building permit or others. The City may suspend the building permit until the cost for such emergency improvements is reimbursed to the City and/or it may assess such costs against the property.~~

~~—(g) Maintenance of Landscaping in Single Family Residential Districts: The person who applies for and is issued required building permits or certificates of occupancy shall cause the landscaping required by this section to be installed as set forth in this section, and the continuing owners of the property shall maintain the lot in compliance with this Building Code. After it is installed as required, the original landscaping may be altered by the owner without an additional permit, provided that such alteration meets the standards of this Building Code. Owners of single-family homes shall install and maintain landscaping by planting, replanting or installing all of the growing things and maintaining other permitted landscaping features in good maintenance and repair, with the grass cut to a height not to exceed eight inches (8").~~

~~—(h) Notice of Violations: The Building Commissioner shall give written notice to the owner, owner-tenant or person in charge of a single-family home found in violation of the Building Code. Such notice shall direct the installation and/or maintenance of landscaping and landscaping features as required by this section to be completed within five (5) days from the date the notice is to be delivered. If the owner, owner-tenant or person in charge cannot be located, the notice shall be delivered to the house occupying such lot and posted thereon, which delivery shall constitute sufficient notice under this subsection. A separate offense under this subsection shall be deemed committed each day a violation continues, but no additional notice, after the first notice, shall be required.~~

~~1146.04 — DRIVEWAYS IN CLASS U-1 DISTRICTS.~~

~~Excluding the tree lawn, not more than forty percent (40%) of the required front yard area may be improved with driveways, parking areas, sidewalks, and other hardscape surfaces.~~

1146.99 VIOLATIONS AND PENALTIES.

Any person who fails to comply with any provision of the Chapter shall be guilty of a misdemeanor of the first degree and upon conviction thereof shall be subject to the penalties set forth in Section 101.99 of these Codified Ordinances.

CHAPTER 1113 U-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

- 1113.01 Permitted Uses.
- 1113.02 Accessory Uses.
- 1113.03 Lot Area Per Dwelling Unit
- 1113.04 Lot Width
- 1113.05 Lot Depth
- 1113.04-06 Location of building lineBuilding Setback Line.
- 1113.05-07 Side Yards
- 1113.03-08 Rear Yards
- 1113.06-09 House Size~~districts.~~
- 1113.07-10 Projections into and uses of required yards.
- 1113.08-11 Maximum Height~~regulations.~~
- 1113.12 Frontage Required
- 1113.13 Landscaping
- 1113.14 Driveways
- 1113.15 Fences
- 1113.09-16 Cluster Development Alternate.

1113.01 PERMITTED USES.

In a Class U-1 District, no building or premises shall be used, and no building shall be erected which is designed, constructed or used, for any purpose other than a single-family detached dwelling, occupied and used by one family as defined in Section 1101.22, or a residential care facility as ~~set forth herein.~~defined in Section 1101.347.

1113.02 ACCESSORY USES.

~~An~~The following accessory uses ~~is~~may be permitted in a Class U-1 District, provided that such accessory use is located upon the same lot or use to which it is accessory.

(a) Garages. Each dwelling shall have an enclosed garage space for at least ~~one (1)~~two (2) vehicles, but the total garage floor area for any dwelling shall not exceed 1,050 square feet of gross floor area.

(b) Home Occupations. Home occupations are permitted for professional and business offices where each person employed in such business or profession actually resides at the residence. Such business or professional office shall not have any signage. No residence

may be used as a store, trade or business for the sale or storage of any merchandise or other property ~~declared unlawful by the laws of the United States, the State and/or the City.~~ The sale of personal furniture and furnishings owned and used by the occupants may be sold as is otherwise regulated by City ordinance.

(c) **Parking.** The parking or storage of any truck, bus or other commercial vehicle is prohibited unless the vehicle is in actual use, performing a service or delivering or picking up merchandise or persons from the property, or unless such vehicle is parked entirely within an enclosed accessory garage located on the same lot as the residence. Motor vehicles shall be parked only within an enclosed garage or on a paved driveway. A motor vehicle which is not capable of operation on a public street or highway shall not be parked or permitted to remain outside of an enclosed garage. Parking spaces in U-1 Districts shall comply with the provisions of Chapter 1144.

(d) **Roomers.** Each residence may rent not more than one (1) bedroom to not more than two (2) persons as roomers.

(e) **Accessory Recreation Structures.** Accessory recreation structures, such as children's play equipment and fenced courts, may be permitted provided such accessory recreation structures:

- (1) Are located in the rear yard behind the principal building;
- (2) Are located a minimum of ten feet (10') from the rear lot line;
- (3) Comply with the side yard setbacks contained in Section 1113.05.

Tree houses and accessory recreation structures are not included in the definition of "building" or "structure" as set forth in Section 1101.07.

1113.03 LOT AREA PER DWELLING UNIT.

(a) In a Class A-1 Area District, no Dwelling shall be erected or altered to accommodate or make provision for more than one (1) Dwelling Unit for each 18,000 square feet of lot area, and further provided that not more than one (1) Single Family Detached Dwelling may be erected on any lot separately owned prior to May 18, 1953, or on any numbered lot in a recorded subdivision that was on record in the office of the County Recorder at the time of the passage of this section, a dedication of the streets of which subdivision was accepted for public use by Council.

(b) In a Class A-2 Area District, no Dwelling Unit shall be erected or altered to accommodate or make provision for more than one (1) family for each 9,000 square feet of area of the lot, provided that one Single Family Detached Dwelling may be erected on any lot separately owned at the time of the passage of this section, or on any numbered lot in a recorded subdivision that was on record in the office of the County Recorder at the time of the passage of this section, a dedication of the streets of which subdivision was accepted for public use by Council.

(c) There shall not be more than one Dwelling Unit on any individual building lot.

1113.04 LOT WIDTH.

(a) In a Class A-1 Area District, no Dwelling Unit shall be erected on a lot having an average width of less than one hundred feet (100') unless such lot was separately owned prior to May 18, 1953, or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

(b) In a Class A-2 Area District, no Dwelling Unit shall be erected on a lot having an average width of less than sixty feet (60') unless such lot was separately owned prior to May 18, 1953, or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

1113.05 LOT DEPTH.

(a) In a Class A-1 Area District, no Dwelling Unit shall be erected on a lot having an average depth of less than one hundred eighty feet (180') unless such lot was separately owned prior to May 18, 1953, or unless such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

(b) In Class A-1 and in Class A-2 Area Districts, no Dwelling Unit shall be erected on a lot having an average depth of more than three and one-half times (3.5) the average width. These provisions shall not apply if such lot was separately owned prior to May 18, 1953, or if such lot is a numbered lot in a subdivision that was on record in the office of the County Recorder at the time of the passage of this section and for which a dedication of the streets in such allotment was made for public use and accepted by Council.

1113.0406 ~~LOCATION OF BUILDING~~ SETBACK LINE.

On any street frontage in a Class U-1 District, the location of the building line shall be as follows:

(a) On a street frontage other than the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent (20%) of the average depth of the lot or thirty-five feet (35') whichever is greater.

(b) In a Class U-1 District along the side line of a corner lot, the distance of the building line back from the street right-of-way line shall be twenty percent (20%) of the average width of such lot, or twenty feet (20') whichever is greater.

(c) No building or portion of a building extending above the established finished grade shall be erected between the Building Line and the street right-of-way line.

1113.0507 SIDE YARDS.

Side yards are required in Single-Family House Districts as follows:

Lot Frontage-Width (ft.)	Combined Open Side Yard (ft.)	Minimum Side Yard (ft.)
100 and over	28	14
80 to 99	24	12
60 to 79	15	7
50 to 59	11	3
49-40 to 59 49	11	3

Building permits shall be issued wherever possible to alternate minimum side yards to avoid abutting minimum side yards.

1113.0308 REAR YARDS.

(a) In a Class U-1 District, every building erected shall have a rear yard. The least dimension of such rear yard shall be thirty percent (30%) of the average depth of the lot, but such least dimension need not be more than forty feet (40'), provided such least dimension shall be in no case less than one-half of the height of the building.

(b) Decks and similar unenclosed structures, or portions thereof, may extend into said rear yards, but no such structure shall extend closer to the rear lot line than a least dimension of shall have a minimum rear setback equal to twenty percent (20%) of the average depth of the lot. Decks shall have a minimum side yard setback of five (5) feet.

(c) Twenty-five percent (2520%) of the area of such the rear yard may be occupied by a one-story accessory building not more than fifteen feet (15') in height. Accessory buildings on interior lots shall be located a minimum of five feet (5') from the side and rear lot lines.

(d) On a corner lot the rear line of which is identical with the side line of an interior lot, no accessory building, if detached from the main building, shall be erected within twenty-five feet (25') of any street line or within ten feet (10') of the rear lot line.

1113.0609 HOUSE SIZE ~~DISTRICTS~~.

(a) Purpose and Intent. House size regulations are established to insure long-term compatibility within neighborhoods, preserve and protect residential property values,

balance the size and bulk of housing with available lot area, avoid over building of residential lots, and provide appropriate housing opportunities within the City.

(b) Minimum Floor Area. Each house shall have a minimum gross floor area excluding basements, as defined in Section 1101.05, and garages based upon the Area District in which it is located as set forth herein:

A-1 Area Districts 2,400 Square Feet

A-2 Area Districts 1,800 Square Feet

(c) Maximum Floor Area. Each house shall have a maximum gross floor area excluding basements, as defined in Section 1101.05, and garages in accordance with the following table:

- (1) On lots that are 9000 square feet in area and greater and which have a lot width of 80 feet or greater, the maximum gross floor area shall be 5,000 square feet.
- (2) On any lot that is less than 9000 square feet in area or which has a lot width of less than 80 feet, the maximum gross floor area shall be 4,000 square feet.

Lot Area	Minimum Side Yard	Maximum House Size
Less than 10,000 Sq. Ft.	Less than 10 Feet	2.0 X Buildable Area
Less than 10,000 Sq. Ft.	10 Feet or Greater	2.2 X Buildable Area
10,001 to 15,000 Sq. Ft.	Less Than 10 Feet	1.5 X Buildable Area
10,001 to 15,000 Sq. Ft.	10 Feet or Greater	1.7 X Buildable Area
15,001 to 24,000 Sq. Ft.	10 Feet or Greater	1.25 X Buildable Area
Greater Than 24,000 Sq. Ft.	10 Feet or Greater	1.1 X Buildable Area

~~For purposes of compliance with this section, Buildable Area shall be that portion of a lot behind the required Front, Side and Rear Set-Back Lines for the Use District within which a building may be constructed in conformance with this chapter. All Required Yards shall be deducted from the lot area to determine the Buildable Area.~~

~~1113.0710~~ PROJECTIONS INTO AND USES OF REQUIRED YARDS.

(a) There shall be no parking or storage of any motor vehicle in a side or rear yard or in front of any building setback line except upon an approved driveway or apron. No commercial vehicle shall be parked or stored on an unenclosed portion of a residentially zoned property except as specifically authorized in Section 452.14 of the Traffic Code.

(b) No commercial materials or equipment shall be stored on the exterior area of any residentially zoned property.

(c) The following building features may extend not more than twenty-four inches (24") into any front, side, or rear yard setback:

- (1) Cornices, canopies, eaves, overhangs and similar features;
- (2) Chimneys;
- (3) Bow windows, bay windows, and similar features.

(d) Steps from required exit doors may extend not more than three feet (3') into any required front, side, or rear yard setback.

(e) Accessibility ramps for disabled persons which meet Americans with Disabilities Act guidelines may extend into required front, side or rear yard setbacks subject to a determination by the Building Commissioner that the design of such facilities is reasonable and constitutes the least possible intrusion into the required setback. Such structures shall be considered temporary and any permit issued by the Building Commissioner shall contain a written agreement by the applicant to remove same upon termination of the accessibility need.

~~(f) Driveways, patios, and other hardscape surfaces shall be setback a minimum of two (2) feet from any side lot line and five (5) feet from any rear lot line.~~

~~(g) On a corner lot between the building line and the street line, and within the triangular space included between the street line, for a distance of twenty-five feet (25') from their point of intersection, no fence or other structure more than three feet (3') in height above the plane of the established grade shall hereafter be erected, and no shrubs or foliage shall be maintained that, in the judgment of the Building Commissioner, will materially obstruct the view of a driver of a vehicle approaching the intersection and within seventy-five feet (75') of the center of such intersection, of approaching cross traffic which is within seventy-five feet (75') of the center of such intersection.~~

~~1113.0811~~ **MAXIMUM HEIGHT REGULATIONS.**

Each dwelling shall have a maximum height of thirty-five feet (35').

~~1113.12~~ **LANDSCAPING.**

~~(a) Height Of Hedges And Shrubbery. Shrubs, hedges or bushes adjacent to side yard lines in front of the building line and shrubs, hedges or bushes adjacent to and parallel with the public sidewalk for a distance of fifteen feet (15') from any driveway shall be planted and maintained so as not to exceed a height of three feet (3').~~

~~(b) Shade Tree Planting. Any owner or builder of a house which is constructed and erected within the City shall deposit two hundred fifty dollars (\$250.00) per tree with the Public Works Department to cover all expenses for the planting of shade trees on the tree lawn abutting such house or other building. One shade tree shall be planted for each forty feet (40') of frontage, depending on the tree lawn and type of tree to be planted, as determined by the Public Works Director. Corner lots require trees on both streets. A minimum of one (1) shade tree shall be planted for each house or other building, regardless~~

of the frontage of the lot. The Building Commissioner shall not issue a building permit to any person until this deposit has been filed.

(c) Landscaping of Residential Lots Required. Growing and/or non-growing landscaping is required on the entire lot, except for such portions as are occupied by the house, garage, driveway or other permitted improvements to prevent the wash-down of mud and other debris across sidewalks and into catch basins. Not less than thirty percent (30%) of the total lot area shall consist of Growing Landscaping. "Growing Landscaping" means grass, trees, bushes and other living plants.

(d) Tree Lawns. Tree lawn areas shall only be planted with grass and/or City authorized street trees. No other improvements or landscaping shall be permitted within tree lawns.

(e) Front Yard Landscaping Restrictions. No retaining walls, landscape timbers, or other landscape features shall be placed within twelve inches (12") of a public sidewalk. Damage to landscape features located within twelve inches (12") of a public sidewalk from snow plowing or sidewalk maintenance shall be the responsibility of the homeowner.

(f) Completion of Landscaping. Landscaping shall be completed within ninety (90) days following issuance of a certificate of occupancy unless such date occurs after November 1 of a year. In that event, the time for completion shall be extended until June 1 of the following year; provided, that the site has been stabilized with temporary seeding or other City approved method of controlling erosion and sedimentation.

(g) Temporary Stabilization. All disturbed areas, including stockpiles, must be stabilized with temporary seeding, mulching, erosion matting, or other method in accordance with City standards within thirty (30) days of disturbance.

(h) Emergency Improvements. The City may, as a condition of any building permit, enter upon single-family lots and make temporary emergency improvements required for the protection of the building, land or neighboring property. The City shall give reasonable notice to the person issued the building permit or others. The City may suspend the building permit until the cost for such emergency improvements is reimbursed to the City and/or it may assess such costs against the property.

(i) Maintenance of Landscaping in Single Family Residential Districts. The person who applies for and is issued required building permits or certificates of occupancy shall cause the landscaping required by this section to be installed as set forth in this section, and the continuing owners of the property shall maintain the lot in compliance with this Building Code. After it is installed as required, the original landscaping may be altered by the owner without an additional permit, provided that such alteration meets the standards of this Code. Owners of single-family homes shall install and maintain landscaping by planting, replanting or installing all of the growing things and maintaining other permitted landscaping features in good maintenance and repair, with the grass cut to a height not to exceed eight inches (8").

(j) Notice of Violations. The Building Commissioner shall give written notice to the owner, owner-tenant or person in charge of a single-family home found in violation of this

section. Such notice shall direct the installation and/or maintenance of landscaping and landscaping features as required by this section to be completed within five (5) days from the date the notice is to be delivered. If the owner, owner-tenant or person in charge cannot be located, the notice shall be delivered to the house occupying such lot and posted thereon, which delivery shall constitute sufficient notice under this subsection. A separate offense under this subsection shall be deemed committed each day a violation continues, but no additional notice, after the first notice, shall be required.

1113.13 FRONTAGE REQUIRED.

No permit shall be issued for a building or a use on a lot unless such lot has a frontage upon a public highway or upon a public street which has been duly dedicated and accepted for public use and which meets minimum City standards of improvement so as to insure adequate and satisfactory access to such lots, according to specifications approved by Council.

1113.14 DRIVEWAYS.

Excluding the tree lawn, not more than thirty percent (30%) of the required front yard area may be improved with driveways, parking areas, sidewalks, or any other hardscape surfaces. All driveways shall be provided with an asphalt, concrete or other similar hard surface designed in accordance with criteria established by the Engineer. All drive aprons shall be concrete. All driveways shall be graded and drained to provide positive drainage away from buildings, to prevent runoff onto adjacent properties, and to direct storm water to an approved inlet.

1113.15 FENCES.

Fences in U-1 Districts shall conform to the provisions of Chapter 1146.

1113.0916 CLUSTER DEVELOPMENT ALTERNATE.

In lieu of compliance with the standard provisions of ~~Sections 1113.03 through 1113.08 hereof~~this Chapter, property owners in a Class U-1 Single-Family House District may choose to design and develop a group of single-family detached dwellings as a Cluster Development in conformance with the provisions of Chapter 1114. Where duly approved by the Commission pursuant to the provisions of Chapter 1114, the Cluster Development plan and standards shall apply and take precedence over the provisions of ~~Sections 1113.01 through 1113.08~~this Chapter.

**MEMORANDUM
CITY OF BEACHWOOD**

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: April 24, 2025

Report Date: April 10, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM NO. 13

**P & Z 2025-07 Amending various sections of the City of Beachwood, Ohio,
Planning and Zoning Code (Ordinance No. 2025-5, referred from
Council 2/3/2025)**

We hereby recommend approval of the revised sections of the Code.

Tactical Planning, LLC

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

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: February 10, 2025

RE: **P&Z 2025-7 Ordinance No. 2025-5**
Zoning Code Amendments



Based on the joint work session discussion, it is recommended that the Commission recommend to City Council adoption of Ordinance No. 2025-5 with the modification that Section 1113.09(c) Maximum Floor Area be deleted.

Tactical Planning, LLC

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

TO: Justin Berns, Mayor
Alec Isaacson, President of Council

FROM: George Smerigan, City Planner

DATE: June 18, 2025



RE: **Request for Legislation
Building Fees**

On behalf of myself and Building Commissioner Roenigk, I am requesting the preparation of an ordinance to amend several chapters of the Codified Ordinances pertaining to building permit fees and related matters. These proposed amendments are intended to update the City's current permit fee schedule, clarify the registration of contractors, and adjust the fee for special Planning and Zoning Commission meetings.

The changes involve amendments to the following chapters:

- Chapter 151 Planning and Zoning Commission
- Chapter 705 License, Registration and Permit Fees
- Chapter 737 Electrical Contractors
- Chapter 915 Registering Plumbers and Sewer Builders
- Chapter 1329 Permits, Fees and Deposits

It is requested that the legislation be drafted to make the amendments effective upon the launch of the City's new permitting software. That way the new fees and deposits can be incorporated into the new software making the transition easier for both the Building Department and the Finance Department. The software launch date is expected to be January 2, 2026.

cc: Todd Hunt, Law Director
Brian Roenigk, Building Commissioner
Whitney Crook, Clerk of Council

INTRODUCED BY:

ORDINANCE NO. 2025-25

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY OF BEACHWOOD,
OHIO BUILDING CODE

WHEREAS, the City Planner and Building Commissioner have recommended amendments to the City's Building Permit Fees and Other Related Matters, which amendments are attached hereto and fully incorporated by reference herein as "Exhibit A"; and

WHEREAS, these amendments are intended to update the City's current permit fee schedule, clarify the registration of Contractors, and adjust the fee for Special Planning and Zoning Commission Meetings.

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 recommendation from the City Planner and Building Commissioner for amendments to the City's Building Code, places this issue and said proposed amendments in "Exhibit A" hereto on first reading and refers the proposed amendments to a Council Committee for study and recommendation.

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 shall be in full force and effect on January 1, 2026.

Attest: I hereby certify this legislation was duly adopted on the ____ day of _____, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ____ day of _____, 2025.

Clerk

Approval: I have approved this legislation this ____ day of _____, 2025, and filed it with the Clerk.

Mayor

151.03 Meetings; rules and regulations.

- (a) The Planning and Zoning Commission shall provide for regular and special meetings, to be determined by the Commission. Special meetings may be called by the Commission, or by the Chairperson, upon at least twenty-four (24) hours written or actual notice. The Chairperson or, in the Chairperson's absence, any two (2) members of the Commission may either cancel or extend a regular or special meeting date upon being notified by the Clerk of the Commission that a quorum will not be present or that there are no agenda items to review.
- (b) Every meeting, whether regular or special, shall conform to the following regulations:
 - (1) Agenda. The agenda shall be prepared by the Clerk under the direction of the Chairperson, and the Chairperson shall be responsible for the orderly business of the Commission. A decision of the Chairperson may be overruled only by a majority vote of the Commission. In the absence of the Chairperson, the Commission shall elect an Acting Chairperson.
 - (2) Quorum. There shall be seven (7) members of the Commission and a quorum shall consist of four (4) members, but a lesser number may recess, adjourn or informally work as a committee. All formal action shall be made by motion. Motions shall be made in the affirmative, wherever possible, and all motions shall be seconded before a roll call.
 - (3) Voting. All voting of the Commission shall be taken by roll call, the Clerk calling the names of each of the members in alphabetical order and recording the vote in the minutes of the meeting. Every motion shall require at least four (4) yes votes to pass. All votes shall be recorded as either "yes" or "no." A member voting to abstain shall have his or her vote recorded as counting with the majority of those voting, either yes or no. If the vote of those voting results in a tie, a vote to abstain shall not be counted. A member who does not vote due to a conflict shall so state and shall leave the meeting for the purpose of such vote.
 - (4) Plats. All plats for the subdivision or resubdivision of land shall first be filed with the Commission and shall meet the zoning requirements of the City. The Commission shall recommend to Council, for Council's approval the location of all streets, in order to provide for the most efficient movement of vehicles and the safety of persons and property. Prior to final approval, each plat shall also be submitted to the City Engineer for his or her report and approval. After final review, each plat shall be forwarded to Council. The Commission shall approve or reject all plats submitted to it within ninety (90) days and Council shall approve or reject all plats within sixty (60) days, unless either body determines a necessity to extend the time for good cause. Any plat not approved within these times shall be considered rejected.
 - (5) Other rules. The Commission shall adopt such other rules as it requires for its orderly business, not inconsistent with this section.
 - (6) Rezoning. Applications for the rezoning of land must be filed in accordance with Section 1107.03 of the Planning and Zoning Code.
 - (7) Site plan approval. Applications for site plan approval may be made for preliminary or final approval. Preliminary approval will be granted, in the discretion of the Commission, where the applicant is unable to finalize plans. A preliminary approval is nonbinding on the City.
 - (8) Variances. When an applicant's plans on file with the City do not meet a requirement of the Zoning Code, the Commission shall, upon request, consider recommending or not recommending the granting of a variance to Council. A variance may be recommended if the Commission finds, from the totality of the applicable circumstances and evidence presented it, that:
 - A. Substantial hardship or practical difficulty prevents compliance with a zoning standard.
 - B. The variance, if granted, will not work an undue hardship on other properties.

-
- C. The resulting development, with the approved variance, will not be contrary to the spirit, intent and purpose of the Zoning Code and a more harmonious and useful development will result and substantial justice will be done.

The Commission shall make its recommendation to Council and Council shall review each decision of the Commission on a case-by-case basis in order that the City will achieve the best quality development and the integrity of its Zoning Code will be preserved. Council may accept, modify or reject any recommendation of the Commission.

Since each parcel of real estate is unique and each circumstance is different, the granting of any variance shall not be considered a precedent which is necessarily applicable to any other property. Where a variance is granted, it shall be the least variance which is found to be reasonable under all the circumstances, and the decision of Council shall be final.

- (9) Administrative appeals. Where specifically authorized, decisions of City officials made in the administration and enforcement of these Codified Ordinances may be appealed to the Planning and Zoning Commission by any person or persons claiming to be adversely affected by such decisions. Any such appeal shall be taken within five (5) days from the date of the administrative decision or enforcement action being appealed by filing with the Clerk of the Commission a notice of appeal. Such appeal shall be heard at the next regularly scheduled meeting of the Commission occurring not less than twenty-one (21) days after the appeal has been filed. On appeal, the Commission shall examine the facts of each case fully, shall hear all persons desiring to be heard and claiming to be affected by the decision appealed from and shall affirm, reverse or modify the decision or action of the City official in conformity with the provisions of these Codified Ordinances and the laws of the State.
- (10) General procedure. An application to the Commission shall be in the following form and shall contain, at a minimum, the following information, accompanied by a minimum of fourteen (14) copies, filed at least fourteen (14) days before the meeting:
- A. A letter containing a full and complete statement, signed by a principal of the corporation, partnership or individual requesting approval, explaining the purpose of the application and other relevant information; and
- B. A proposed site development plan locating the building and improvements intended to be developed. Printed on the site plan shall be a box score and other information demonstrating compliance with these Codified Ordinances and applicable State law in a form to be approved by the Building Commissioner.
- C. In the event that a special meeting or work session is called at the request of the property owner or developer, then the property owner or developer shall prepay the costs to the City for the members' compensation and any other administrative expenses at the rate of ~~three hundred dollars (\$300.00)~~ one thousand dollars (\$1000.00) per meeting.

705.01 Fee schedule.

No person shall engage in any of the activities, trades, businesses or professions for which licenses, registrations or permits are required by this Part Seven - Business Regulation Code or by any other ordinance or provisions of these Codified Ordinances without first paying the appropriate license, registration or permit fee prescribed in the schedule set out below to the authorized official issuing such license, registration or permit:

Classification	C.O. Section	Fee
Admissions tax-certificate of registration	191.05	\$ 5.00 per calendar year
Air conditioning/Heating/ Ventilation contractor		75.00 <u>100.00</u> per calendar year
Building permits		As prescribed in Part Thirteen-The Building Code
Cemetery, sale of lots, other services	921.01	As prescribed in Section 921.01
Electrical contractor	737.04	75.00 <u>100.00</u> per calendar year
General contractor		100.00 per calendar year
Landscaper	735.02	10.00 per calendar year
Masonry / <u>concrete</u> contractor		75.00 <u>100.00</u> per calendar year
Peddler:		
On foot	717.02	5.00
Using a truck or other vehicle and carrying his wares/materials for sale	717.02	10.00
Plumber or Sewer Builder <u>contractor</u>	915.04	50.00 <u>100.00</u> per calendar year
Police charge to check records only as specifically authorized in the Codified Ordinances		30.00
Street opening	901.02	1,000.00
Tree lawn opening	901.02	500.00
<u>Hyponic Contractor</u>		<u>\$100.00</u>
<u>Fire Alarm Contractor</u>		<u>\$100.00</u>
<u>Sprinkler Contractore</u>		<u>\$100.00</u>
<u>Medical Gas Contractor</u>		<u>\$100.00</u>

CHAPTER 737. Electrical Contractors

737.01 Registration required.

No person shall hereafter engage in work as an electrical contractor or electrician in the City until such person has first been issued a registration therefor from the City in accordance with this chapter.

(Ord. 2016-45. Passed 3-7-16)

737.02 Evidence of qualifications and competence.

An electrical contractor's registration shall be issued only to those persons ~~holding an electrical contractor's registration issued by one (1) of the following: the City of Cleveland, the City of Akron, the City of Painesville, the City of Willoughby or Geauga County, Ohio.~~ Having evidence of a State license.

737.03 Period of registration.

Upon showing evidence of meeting the requirements of Section 737.02, a person shall be issued a registration to engage in electrical contractor work in the City. Such registration shall be valid for a period of one (1) year, from January 1 of the year of issuance, and shall be renewable on January 1 of each succeeding year of the use of such registration.

(Ord. 2016-45. Passed 3-7-16)

737.04 Issuance of registration; fee.

- (a) All registrations shall be issued by the Building Commissioner.
- (b) A fee prescribed in Section 705.01 shall be charged for each registration issued in accordance with the provisions of this chapter.

(Ord. 2016-45. Passed 3-7-16)

737.05 Revocation of registration.

Any registration issued under the provisions of this chapter may be revoked by the Mayor for a violation of any provision of these Codified Ordinances, State law or any regulation adopted by either government, directly by reference, regulating electrical connection. Prior to any order of revocation, a person may have his registration temporarily suspended for a period not to exceed five (5) days by the Building Commissioner, pending a hearing by the Mayor.

(Ord. 2016-45. Passed 3-7-16)

737.99 Penalty.

Editor's note(s)—See Section 101.99 for general Code penalty if no specific penalty is provided.

1329.02 Effective period of permits.

- (a) If, after a permit has been issued, the operation called for by it is not begun within six (6) months of the date thereof, such permit shall be void. Before operation can begin, a new permit shall be taken out by the owner or by his agent, contractor or architect, and fees fixed in this chapter for the original permit shall be paid therefor.
- (b) If after work has commenced, there is a cessation of the work for a period of six (6) months, then, upon notice to the holder of a building permit, which notice may be posted upon the premises, the permit shall expire. Before work may be continued, the permit must be renewed by the payment of a fee herein fixed for an original permit. Upon the cessation of work for any length of time, the Building Commissioner may order the filling in of any excavation, the protection of property or materials, or the abatement of any condition of nuisance or danger. The Building Commissioner shall have the authority to allow for reasonable extensions of the timelines herein.
- (c) After work has been commenced, all work to be performed under such permit, including finish grading leveling of all excavations, provision for motor vehicle access to any main building and adequate enclosing and preservation from the elements shall be completed in accordance with plans and specifications within ~~two (2) years~~ **one (1) year** from the date of such permit. Such completion must be sufficient to permit use of any building for which it may be designed, sufficient to prevent the creation of nuisances or dangerous conditions or the unnecessary deterioration of materials, and sufficient to prevent a continuing adverse effect upon surrounding property values. Such ~~two-year~~ **one (1) year** period shall run regardless of the issuance of a stop-work order issued by the Building Commissioner for a failure to comply with or for a violation of any of the provisions of this Building Code.
- (d) Failure to complete any operation or work for which a permit has been issued within ~~two (2) years~~ **one (1) year** from date thereof, as provided herein, shall be deemed a violation of this section by the owner of any property upon which such condition exists.
- (e) Upon the failure of any owner of property to complete any operation or work for which a permit has been issued within ~~two (2) years~~ **one (1) year** from date thereof, as provided herein, the Building Commissioner may institute an injunction suit in the Court of Common Pleas of Cuyahoga County for an order of Court ordering such property owner to complete such operation or work within a specified time, to remove any incomplete building or structure, to fill or grade any excavation, to abate any condition of nuisance or danger, or for other relief appropriate to the enforcement of this Building Code.
- (f) Failure to obtain a permit within ~~two (2) years~~ **one (1) year** after final site development plan approval or final approval of the Architectural Board of Review shall void all approval previously given. Thereafter, a new application must be made and another fee paid.
- (g) A permit shall be obtained from the Building Commissioner for all items listed in this chapter. No work may commence unless the proper permit listed in this chapter is first obtained by the owner of a property or his or her authorized agent.

1329.03 Building fees.

(a) General Fee Regulations		
(1)	Permits which are to be issued for Commercial Occupancies, governed by the OBC, shall pay an additional assessment of 3% in accordance with 4101:2-1-50.	
(2)	Permits which are to be issued for Residential Alterations, governed by the OBC, shall pay an additional assessment of 1% in accordance with the Board of Building Standards.	
(3)	The Building Commissioner shall issue the permit required by this Building Code, fix and collect and give receipts for the same according to the following schedule:	
(4)	Any inspections required after normal work hours, including Saturday and Sunday, require a one-hundred-dollar (\$100.00) fee in addition to required permit.	
(b) Building Permit Fees		
(1)	Additions to dwelling structure (1 & 2 Fam.) as regulated by Chapter 1303 (RCO) per sq. ft. of gross area of all stories	\$ 40 <u>1.03</u>
(2)	Additions to structure as regulated by Chapter 1307 (OBC) per sq. ft. of gross floor area	\$ 0.75 <u>2.00</u>
(3)	Alterations to dwelling structure (Interior and Exterior) and/or exterior site alterations - Includes fixed equip., damage repair and fire damage repair and roof replacement. as regulated by Chapter 1303 (RCO) *per \$1,000 valuation per sq. ft. of area	\$ 8.500 <u>0.60 with a minimum of \$400.00</u>
(4)	Alterations - structure (Interior and Exterior) and/or exterior site alterations - Includes fixed equip., damage repair and fire damage repair and roof replacement. as regulated by Chapter 1307 (OBC) * per \$1,000 valuation	\$25.00
(5)	All new dwelling structures (1 & 2 Fam.) as regulated by Chapter 1303 (RCO) per sq. ft. gross floor area all stories	\$ 0.35 <u>0.72</u>
(6)	New Building or Structure as regulated by Chapter 1307 (OBC) per sq. ft. of gross floor area	\$ 1.00 <u>2.00</u>
(7)	Medical Gas and Vacuum Systems Plan Review	\$200.00
(8)	Medical Gas Piping Systems per system	\$153.00 plus 1% of cost
(For each reinspection necessary due to faulty or incomplete work \$ 50.00)		
(Any request for refund of permit fees....\$50.00 Administrative Fee)		

1329.04 Fees for plumbing and sewer work.

In addition to the fees for building permits provided in Section 1329.03, the following fees shall be collected by the Building Commissioner for plumbing and sewer work:

(a)	For a Plumber's Registration for a maximum of one year, expiring on December 31st of the year, in order to issue a permit, it is required that the licensee holds a Master Plumber or journeyman's registration from the State of Ohio			\$ 75.00
(b)	A base fee for each permit for new work, alterations or repairs to plumbing, including water lines or plumbing fixtures, or both, or a replacement thereof, and sewers and fire lines (Additional work performed as an addendum to a recently issued permit shall not require an additional base fee)			40.00
(c)	Hot water tank/water heater contractors must schedule an inspection within 72 hours or an administrative fee will be charged of			100.00
(d)	The following sums in addition to the base fee provided by subsection (b) hereof, where applicable:			
			Residential	Commercial
	(1)	Air admittance valves (each)	\$ 5.00	\$ 20.00
	(2)	Area drains	5.00	6.00
	(3)	Backflow devices	5.00	10.00
	(4)	Bar sink	5.00	6.00
	(5)	Base fee	40.00	40.00
	(6)	Bath tub	5.00	6.00
	(7)	Bidet	5.00	6.00
	(8)	Catch basin	5.00	10.00
	(9)	Contractor registration	50.00	50.00
	(10)	Dishwasher	5.00	6.00
	(11)	Downspouts	5.00	6.00
	(12)	Drain tile (new or replacement)	5.00	20.00
	(13)	Drinking fountain	5.00	6.00
	(14)	Expansion tank	10.00	20.00
	(15)	FM-200 Fire extinguishing systems for commercial cooking hoods—(No base fee)		-200.00
	(16)	Fire line—underground	50.00	200.00
	(17)	Fire pump		-100.00
	(18)	Fire protection sprinkler system per head, (No base fee)	50.00+ 2.00/head	50.00+ 5.00/head
	Note: #15, 16, 17, and 18 require only state certification by the State Fire Marshal's Office or Designee—no plumbing registration required.			
	(19)	Floor drain	5.00	6.00
	(20)	Garage drains (detached)	5.00	10.00
	(21)	Garage floor drains	5.00	6.00
	(22)	Garbage disposal	5.00	6.00

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	(23)	Gas lines	10.00	15.00
	(24)	Grease interceptor—interior		-100.00
	(25)	Grease interceptor—exterior		-200.00
	(26)	Ice makers	5.00	6.00
	(27)	Instant hot water	5.00	6.00
	(28)	Kitchen sink	5.00	6.00
	(29)	Laundry tray	5.00	6.00
	(30)	Lavatory	5.00	6.00
	(31)	Lawn irrigation system—including backflow device	25.00	50.00
	(32)	Lawn Irrigation System—NOT including backflow device (*No Plumbing Registration Required)-	25.00	50.00
	(33)	Lift station	25.00	50.00
	(34)	Medical Gas and Vacuum Systems Plan review		-200.00
		-One Medical Gas Piping System (per system)		-153.00+ (1% × cost)
	(35)	Oil interceptor		-25.00
	(36)	Pressure regulator (water)	10.00	10.00
	(37)	Post light, gas	25.00	50.00
	(38)	Plumbing Repair	\$ 5.00	\$ 20.00
	(39)	Pumps, misc.	5.00	10.00
	(40)	Roof Drain		-10.00
	(41)	Sewage ejector pump	60.00	100.00
	(42)	Sewer alteration—No Base Fee	5.00	25.00
	(43)	Sewer—New—No Base Fee	10.00	100.00
	(44)	Sewer repair—No Base Fee	5.00	25.00
	(45)	Sewer replacement—No Base Fee	5.00	25.00
	(46)	Shower	5.00	6.00
	(47)	Slop sink	5.00	6.00
	(48)	Steam bath	5.00	6.00
	(49)	Storage tanks (water)—less than 40 gal.	5.00	10.00
	(50)	Storage tanks (water)—40 gal. or more	10.00	50.00
	(51)	Sump pump	15.00	30.00
	(52)	Tempering Valve	10.00	20.00
	(53)	Therapeutic tub/spa	10.00	20.00
	(54)	Thermo expansion tank	5.00	10.00
	(55)	Trench drain	5.00	10.00
	(56)	Urinal	5.00	6.00
	(57)	Utility sink	5.00	6.00
	(58)	Washing machine	5.00	6.00
	(59)	Water line (exterior/main)	20.00	75.00
	(60)	Water closet	5.00	6.00
	(61)	Waterproofing (*No Plumbing Registration Required)	100.00	

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		*Less than 100 linear feet		-150.00
		*More than 100 linear feet		-250.00
	(62)	Hot Water Tank/Water Heater	10.00	20.00
	(63)	Whirlpool tub/hot tub—connected direct or indirect to a sanitary sewer	5.00	10.00
	(64)	Yard drains	5.00	6.00
	(65)	Any item not included above requiring inspectional service	5.00	75.00
(For each reinspection necessary due to faulty or incomplete work \$50.00) (Any request for refund of permit fees \$50.00 Administrative Fee)				

1329.05 Fees for HVAC work.

In addition to the fees for building permits provided in Section 1329.03, the following fees shall be collected by the Building Commissioner for heating work:

(a)	For an Air Conditioning and Heating Contractor's Registration, for a maximum of one year, expiring on December 31st of the year, the licensee is to hold a State of Ohio HVAC Contractor's Registration:			\$75.00
(b)	A Base Fee for each permit for new work, alterations, installation of any HVAC, cooling, heating appliance systems, or similar devices:			40.00
(c)	Furnace/AC contractor must schedule an inspection within 72 hours or an administrative fee will be charged of:			100.00
(d)	The following sums in addition to the base fee provided by subsection (b) hereof, where applicable:			
			Residential	Commercial
	(1)	Air Handlers in Attics	\$ 5.00	\$ 15.00
	(2)	Central air conditioning (each compressor unit)	50.00	100.00
	(3)	Chillers		-200.00
	(4)	Clothes dryer	5.00	50.00
	(5)	Commercial cooking hood (refer to 1329.04(c)(13) & 1329.06(c)(6))		-200.00
	(6)	Cooling tower		-150.00
	(7)	Decorative appliances	25.00	25.00
	(8)	Diffusers (supply and return)	2.00	5.00
	(9)	Duct work (additional)	20.00	60.00
	(10)	Electronic air filter	8.00	20.00
	(11)	Emergency recovery units		-100.00
	(12)	Energy vent damper	20.00	30.00
	(13)	Fan-coil units		-100.00
	(14)	Fans	5.00	20.00
	(15)	Fire dampers		-20.00
	(16)	Fireplace (factory built)	55.00	100.00

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	(17)	Furnace (new/replacement)	50.00	75.00
	(18)	Gas grills	5.00	30.00
	(19)	Heat exchangers		-100.00
	(20)	Heating systems (1st 180,000 BTU)		-100.00
		Each additional 1,000 BTU (after 1st 180,000)		-1.00
	(21)	Heat pumps	25.00	75.00
	(22)	Humidifier	8.00	15.00
	(23)	Hydronic radiant heat system (int./ext)	20.00	100.00
	(24)	Log lighters	25.00	50.00
	(25)	New or innovative systems for heating, hot water, and/or A/C (need Bldg. Comm. Approval)	50.00	150.00
	(26)	Power operated dampers	10.00	25.00
	(27)	Refrigeration Equipment		-100.00
	(28)	Rooftop unit		-150.00
	(29)	Space heater	30.00	50.00
	(30)	Smoke evacuation system		-200.00
	(31)	Steam boiler	35.00	100.00
	(32)	Stoves (heating)	50.00	100.00
	(33)	Variable air volume (VAV)	2.00	4.00
	(34)	Any item not included above requiring inspectional service	5.00	75.00
(For each reinspection necessary due to faulty or incomplete work \$ 50.00) (Any request for refund of permit fees \$50.00 Administrative Fee)				

(Ord. 2020-72. Passed 5-18-20)

1329.06 Fees for electrical work.

In addition to the fees for building permits provided in Section 1329.03, the following fees shall be collected by the Building Commissioner for electrical work:

(a)	For an Electrical Contractor's Registration for a maximum of one year, expiring on December 31st of the year, the licensee is to hold a State of Ohio Electrical Contractor's Registration:			\$75.00
(b)	A base fee for any electrical work, whether new, replacement, or temporary, a minimum of:			40.00
(c)	The following sum, in addition to the base fee provided in subsection (b) hereof, where applicable:			
(d)	Electrical contractor must schedule an inspection within 72 hours or an administrative fee will be charged of:			100.00
			Residential	Commercial
	(1)	A/C compressor (each) additional to the unit HVAC permit	\$ 15.00	\$ 15.00
	(2)	Clothes dryer	7.50	10.00

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	(3)	C/O-detector system		-150.00
	(4)	Co-generation systems & assoc. equip.	200.00	200.00
	(5)	Commercial hood protection wiring (no base fee)		-50.00
	* Electrical Registration not required unless electrical connection is required.			
	(6)	Compactor	7.50	20.00
	(7)	Dishwashers	7.50	20.00
	(8)	Disposals	7.50	10.00
	(9)	Electric base board heat (per unit)	10.00	25.00
	(10)	Electric furnace—additional to unit heating permit	10.00	15.00
	(11)	Electric heat treating or tempering		-20.00
	(12)	Emergency lighting battery pack		-2.00
	(13)	Exit lighting	1.00	2.00
	(14)	Fans	10.00	15.00
	(15)	Fire alarm system (1329.06(d)) (Example: strobes, smoke detectors, pull stations)	50.00	100.00+ 2.00 per device
	Note: #15 Certification required from State Fire Marshal's Office or Designee No electrical registration required -- (no base fee)			
	(16)	Garage door opener	\$ 10.00	\$ 15.00
	(17)	Generator 0—400 kw	25.00	50.00
	(18)	Generator 401kw & up	50.00	200.00
	(19)	Inverter	20.00	40.00
	(20)	Hair dryer (salon)	7.50	20.00
	(21)	Heat cables—roof snow removal	7.50	20.00
	(22)	Heat trace cables	10.00	50.00
	(23)	Hi-intensity lights 1000 watts or more	10.00	20.00
	(24)	Hot tubs	10.00	20.00
	(25)	Hot water heater	10.00	20.00
	(26)	Humidifiers	7.50	10.00
	(27)	Instant hot water	10.00	20.00
	(28)	Lighting fixtures	1.00	2.00
	(29)	Motor controllers		-15.00
	(30)	Medical Equipment—* per unit, under 125 volts	20.00	50.00
	(31)	Medical Equipment—* per unit, over 125 volts	30.00	100.00
	(32)	Meter install	20.00	40.00
	(33)	Motors 1 ½ H.P. or less	5.00	5.00
	(34)	Motors over 1 ½ H.P. to 10 H.P.	20.00	20.00
	(35)	Motors over 10 H.P.	50.00	75.00
	(36)	Motor starter		-15.00
	(37)	MRI, CT scan or any similar device		-200.00
	(38)	Nurse call station		-100.00
	(39)	Panel board—Less than 800	20.00	40.00
		-800 Amp and larger		-75.00

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		-(including dimmer & lighting control panels)		
	(40)	Parking lot lighting standards (over 8' in height)		30.00
	(41)	Photovoltaic Module	50.00	50.00 + 2.00 per Module
	(42)	Pre-engineered systems	50.00	100.00
	(43)	Post lights & pathway lighting fixtures	10.00	15.00
	(44)	Ranges	10.00	15.00
	(45)	Receptacles 240-volt	10.00	15.00
	(46)	Receptacles under 240-volt	1.00	2.00
	(47)	Security system (no base fee)	50.00	150.00
		*No Electrical Registration required if using existing grounded receptacle.		
	(48)	Service - New (re-energize)	20.00	40.00
	(49)	Sign illumination		20.00
	(50)	Smoke detector system (no base fee)	50.00	50.00 + 2.00 per S.D.
	(51)	Snow melting system—below grade	50.00	100.00
	(52)	Swimming Pool	20.00	75.00
	(53)	Switches	1.00	2.00
	(54)	Temporary electrical service	20.00	30.00
	(55)	Track lighting (each section)	2.00	5.00
	(56)	Transfer Switch	10.00	25.00
	(57)	Transformers		25.00
	(58)	Underground wiring	25.00	35.00
	(59)	Window or through the wall A/C units—1 horsepower or more (direct wired)	7.50	10.00
	(60)	Wind turbine	50.00	50.00
	(61)	X-Ray machines	50.00	50.00
	(62)	Any item not including above requiring inspectional service	5.00	75.00
		(For each reinspection necessary due to faulty or incomplete work \$ 50.00) (Any request for refund of permit fees \$50.00 Administrative Fee)		

~~(Ord. 2020-72. Passed 5-18-20)~~

1329.04 Miscellaneous Commercial Permit Fees

<u>COMMERCIAL FEE TYPE</u>	<u>CURRENT</u>	<u>PROPOSED</u>
<u>BOILER</u>	<u>\$35.00</u>	<u>\$200.00</u>
<u>CELL TOWER (new work)</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
<u>GENERATOR</u>	<u>\$240.00</u>	<u>\$250.00</u>
<u>KIOSK</u>	<u>\$150.00</u>	<u>\$150.00</u>
<u>MOVE BUILDING</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
<u>OCCUPANCY</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>P.V./WIND</u>	<u>± \$130</u>	<u>\$250.00</u>
<u>POOL</u>	<u>\$500.00</u>	<u>\$500.00</u>
<u>ROOF REPLACEMENT</u>	<u>\$250.00</u>	<u>\$250.00</u>
<u>STAGE</u>	<u>\$100.00</u>	<u>\$100.00</u>
<u>TENT</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>LOW VOLTAGE</u>	<u>± \$80</u>	<u>\$100.00</u>
<u>R.T.U.</u>	<u>\$190.00</u>	<u>\$200.00</u>
<u>HOT WATER TANK</u>	<u>\$90.00</u>	<u>\$100.00</u>
<u>LAWN IRRIGATION/BACKFLOW</u>	<u>\$90.00</u>	<u>\$100.00</u>
<u>DEMO (interior / building)</u>	<u>\$100 / \$250</u>	<u>\$100 / \$250</u>
<u>FENCE</u>	<u>\$150.00</u>	<u>\$200.00</u>
<u>PARKING RESURFACE</u>	<u>\$100.00</u>	<u>\$100.00</u>
<u>PATIO</u>	<u>\$100.00</u>	<u>\$100.00</u>
<u>RAIN BARREL</u>	<u>\$0.00</u>	<u>\$50.00</u>
<u>SIGN (new)</u>	<u>per sq. ft.</u>	<u>\$200.00</u>
<u>SIGN (temp, replace, reface)</u>	<u>\$3 per ft</u>	<u>\$150.00</u>
<u>ACCESSORY STRUCTURE</u>	<u>Per sq. ft.</u>	<u>\$200.00</u>

1329.05 Miscellaneous Residential Permits

RESIDENTIAL FEE TYPE	CURRENT	PROPOSED
<u>A.C./FURNACE</u>	<u>\$90/\$90</u>	<u>\$100/\$100</u>
<u>GENERATOR</u>	<u>\$90.00</u>	<u>\$150.00</u>
<u>P.V.</u>	<u>\$90.00</u>	<u>\$200.00</u>
<u>ABOVE GROUND POOL/HOT TUB</u>	<u>\$150.00</u>	<u>\$200.00</u>
<u>ROOF REPLACEMENT</u>	<u>\$100.00</u>	<u>\$100.00</u>
<u>WATER CONTROL (interior or exterior)</u>	<u>\$100.00</u>	<u>\$150.00</u>
<u>WATERPROOFING</u>	<u>\$100.00</u>	<u>\$150.00</u>
<u>LOW VOLTAGE</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>FIREPLACE INSERT</u>	<u>\$95.00</u>	<u>\$100.00</u>
<u>BOILER</u>	<u>\$75.00</u>	<u>\$100.00</u>
<u>HOT WATER TANK</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>LAWN IRRIGATION/BACKFLOW</u>	<u>\$65.00</u>	<u>\$75.00</u>
<u>DEMO HOUSE</u>	<u>\$150.00</u>	<u>\$150.00</u>
<u>FENCE (per lineal feet)</u>	<u>\$40.00</u>	<u>\$50.00</u>
<u>GARAGE/DRIVEWAY/APRON REPLACEMENT</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>MOVE HOUSE</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
<u>PATIO</u>	<u>\$50.00</u>	<u>\$50.00</u>
<u>RAIN BARREL</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>SIDING</u>	<u>\$45.00</u>	<u>\$50.00</u>
<u>INGROUND POOL</u>	<u>\$150.00</u>	<u>\$250.00</u>
<u>DECK</u>	<u>Per sq. ft.</u>	<u>\$200.00</u>
<u>ACCESSORY STRUCTURE</u>	<u>Per sq. ft.</u>	<u>\$100.00</u>
<u>TENT</u>	<u>\$25.00</u>	<u>\$25.00</u>

1329.07 Fees for inspections.

For each extra inspection in connection with the installation, alteration, removal, addition or demolition of any building pursuant to a building permit issued where such extra inspection is made necessary by faulty or incomplete work, whether construction, plumbing, heating, electrical or otherwise, the Building Commissioner shall require the payment of a fifty dollar (\$50.00) fee.

(Ord. 2019-123. Passed 11-4-19)

1329.08 Submission of plans to architectural board of review and city architect; fees.

- (a) In addition to the fees required to be paid for building permits as provided in Section 1329.03, the following filing fees shall be collected from the applicant at the time plans and specifications are submitted and before a building permit may be issued:

(1) Minor alterations and repairs (up to \$1,000 valuation, including signs)	\$25.00
(2) Major alterations and repairs (over \$1,000 up to \$25,000 valuation, including signs)	35.00
(3) Major alterations and repairs (over \$25,000 up to \$35,000 valuation, including signs)	50.00
(4) Major alterations and repairs (over \$35,000 valuation, including signs)	75.00
(5) All new single and two-family residential buildings, including additions	200.00
(6) All new construction other than single and two-family residential buildings, including additions	250.00
(7) Exterior deck additions for residential and commercial	25.00
(8) Revisions to plans previously approved, required additional review	30.00

Such fees shall cover the cost of architectural review, as provided for in Section 153.06. However, if the Architectural Board of Review determines that it is necessary to secure outside professional assistance and advice on plans, the cost of such professional services shall be paid by the applicant. In the case of a special meeting requested by the applicant, an additional fee of three hundred dollars (\$300.00) shall be paid by such applicant to cover the cost to each member of the Architectural Board of Review for their time at such special meeting.

- (b) In addition to the fees required to be paid for building permits as provided in Section 1329.03, and in addition to the fees required to be paid for examination by the Architectural Board of Review under subsection (a) hereof, filing fees shall be collected from the applicant at the time plans and specifications are submitted, and before a building permit can be issued, for those plans required to be reviewed by the City Plans Examiner, as specified in the administrative section of the Ohio Building Code.

A fee of fifty dollars (\$50.00) shall be paid to the City for each plan to be reviewed by the City Plans Examiner. The following filing fees and deposit, if required, shall also be submitted to cover all expenses of such review by the City and/or the City Plans Examiner:

<u>Estimated Total Cost of Project</u>	<u>Amount of Fee</u>	<u>Amount of Deposit</u>
\$100,000 or less	\$500.00	N/A
More than \$100,000 but no more than \$500,000	\$1000.00	N/A
More than \$500,000 but no more than \$1,000,000.00	\$1500.00	N/A
More than \$1,000,000.00	\$3000.00	\$10,000.00

(Ord. 2019-123. Passed 11-4-19)

1329.09 Refund of deposits.

When the estimated cost of construction is over one million dollars (\$1,000,000.00) and funds are deposited with the Municipality as required by this Building Code to guarantee the performance of the provisions thereof or as a guarantee to protect the property of the Municipality during building operations, any balance remaining and due the depositor after compliance with the conditions of such guarantee shall be paid to the depositor upon demand. If, however, such remainder is not called for by the depositor, such balance shall be placed in a trust fund to be held for the depositor for a period of five (5) years and, if not called for within such period, such balance shall be paid into the General Fund.

(Ord. 2019-123. Passed 11-4-19)

1329.10 Cash filing fee and deposit for additional professional services.

- (a) A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application to be submitted to the Planning and Zoning Commission.
- (b) A fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1/U-1, A-2/U-2/U-2A Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application, required to be recorded with the County Recorder's Office	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1500.00
(4)	For all Zoning Districts, except U-1, A-1/U-1, A-2/U-2 and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2500.00

- (c) Charges for the professional services of the Engineer, Law Director, City Planner and/or any other professional services shall be the rates set forth in their contracts.
- (d) Once approval has been granted by the City Engineer and/or the Planning and Zoning Commission for any project which requires inspectional services, by the City Engineer, the following fee and deposit, if required, shall be paid prior to the issuance of any building permit required under Chapter 1329:

Estimated Total Cost of Construction	Amount of Fee	Amount of Deposit
100,000 or less	\$2,500.00	\$1,500.00*
More than 100,000 to 500,000	\$4,000.00	\$1,500.00*
More than 500,000 to 1,000,000	\$5,000.00	\$1,500.00*
More than 1,000,000	\$10,000.00	\$10,000.00
Deposit fee will be used, in part, to keep street clean of debris during construction. A minimum three hundred dollar (\$300.00) fee shall be subtracted from the deposit each time the City of Beachwood Public Works Department is dispatched to clean the streets in the area of single-family new construction. Any sum not charged against the deposit required in this subsection and subsection (b) above shall be refunded to the applicant or credited against other monies due the City for other pending projects of the applicant.		
* Deposit only applies to single-family new construction		

(Ord. 2002-30. Passed 4-15-02; Ord. No. 2023-56. Passed (5-15-23; Ord. No. 2023-62. Passed 6-13-23)

CHAPTER 915. Registering Plumbers and Sewer ~~Builders~~Contractors

915.01 Registration required.

No person shall engage in or work at the trade or occupation of plumbing or sewer building in the City until such person has first been issued a registration therefor from the City in accordance with the provisions of this chapter.

(Ord. 2016-45. Passed 3-7-16)

915.02 Evidence of qualifications and competence.

A plumber's or sewer builder's registration shall be issued to only those persons ~~holding a plumber's or sewer builder's registration in good standing, issued by the City of Cleveland, the City of Akron, the City of Painesville or the City of Willoughby, Ohio.~~ With evidence of a State license.

915.03 Period of registration.

Upon showing evidence of meeting the requirements of Section 915.02, a person shall be issued a registration to engage in plumbing contractor work within the City. Such registration shall be valid for a period of one (1) year, from January 1 of the year of issuance, and shall be renewable on January 1 of each succeeding year of the use of such registration.

915.04 Issuance of registration; fee.

- (a) All registrations shall be issued by the Building Commissioner.
- (b) The fee prescribed in Section 705.01 shall be charged for each registration issued in accordance with the provisions of this chapter.

(Ord. 2016-45. Passed 3-7-16)

915.05 Revocation of registration.

Any registration issued under the provisions of this chapter may be revoked by the Mayor for a violation of any provision of these Codified Ordinances, state law or any regulation adopted by either government, directly by reference, regulating sewer connections. Prior to any order of revocation, a person may have his registration temporarily suspended for a period not to exceed five (5) days by the Building Commissioner, pending a hearing by the Mayor.

(Ord. 2016-45. Passed 3-7-16)

915.99 Penalty.

Editor's note(s)—See Section 101.99 for general Code penalty if no specific penalty is provided.

Tactical Planning, LLC

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

TO: Beachwood City Council

FROM: George Smerigan, City Planner

DATE: July 2, 2025

RE: **P&Z 2025-22**



Beachwood Office, LLC
23250 Chagrin Boulevard
Required Unit Mix Variance

Section 1118.04(e) limits the combined total of studio and one-bedroom units in the U-3C Planned Multi-Family Residential District to not more than fifty percent (50%) of the total number of dwelling units. It seems that the mix of units may be better established by the market place and by the type of tenant intended to be targeted by the development. Given the location of the subject site, it is anticipated that young professionals will be the target market for these dwelling units. For that target market, the most desired configuration is currently a one-bedroom unit.

The applicant is seeking to configure 120 of the proposed 144 dwelling units as either studio or one-bedroom units. That would equate to 83% of the total number of apartments. I do not believe that the Code requirement still serves a valid regulatory function and do not think that granting the variance will have any adverse impacts. The necessity to construct two- and three-bedroom apartments in a market that is not demanding them does not advance the City or accomplish a legitimate governmental purpose.

The Planning and Zoning Commission has unanimously recommended that City Council approve the variance subject to the following stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1118.04(e) with regard to required dwelling unit mix.
2. Granting a variance to Section 1118.04(e) to permit a total of 83% of the apartments to be studio and/or one-bedroom units.

INTRODUCED BY:

RESOLUTION NO. 2025-34

A RESOLUTION ACCEPTING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION FOR A VARIANCE LOCATED AT 23250 CHAGRIN BOULEVARD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Beachwood Office, LLC has requested that the Planning and Zoning Commission recommend to City Council the approval of a variance located at 23250 Chagrin Boulevard, Beachwood, Ohio;

WHEREAS, the requested proposed unit configuration—120 of the proposed 144 dwelling units to be studio or one-bedroom units—equates to 83% of the total number of apartments, exceeding the 50% maximum established by Section 1118.04(e) of the Codified Ordinances;

WHEREAS, the Planning and Zoning Commission, on June 26, 2025, reviewed the request in P&Z Case No. 2025-22 and unanimously recommended that City Council grant the requested variance; and

WHEREAS, it is determined that literal enforcement of BCO Section 1118.04(e) would result in a practical difficulty given current market demand and the intended target demographic.

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

Section 1: Council accepts the recommendation of the Planning and Zoning Commission made on June 26, 2025, in P&Z Case No. 2025-22 and grants the following variance located at 23250 Chagrin Boulevard, Beachwood, Ohio:

- a. Pursuant to BCO Section 1159.04, it is determined that a practical difficulty will result at the subject site from the literal enforcement of BCO Section 1118.04(e) with regard to the required dwelling unit mix.
- b. A variance is granted from BCO Section 1118.04(e) to permit 83% of the total 144 apartments (i.e., 120 units) to be configured as studio and/or one-bedroom units.

Section 2: The failure to comply with any one or more of the conditions, stipulations, or requirements listed in Section 1 of this Resolution and/or any other provision of the Zoning Code shall be deemed to be a violation of the Zoning Code and the Building Commissioner and any other City official are authorized to take any action that may be necessary to enforce the conditions, stipulations and requirements.

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

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

Attest: I hereby certify this legislation was duly adopted on the 14th day of July, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025 and filed it with the Clerk.

Mayor

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: June 17, 2025

RE: Council Agenda Item: Harben Sewer Jet Purchase

Over the last year, sewer jet (#64) has experienced both mechanical and supply tank issues that have resulted in significant down time. The sewer jet is an important piece of our sewer program and is needed for our day to day investigations and service calls. In order to continue the high level of service provided to the residents, Public Works is asking permission to purchase a new sewer jet.

The Harben DTK 750 ET, wireless sewer jet, has several features that will enable our crews to operate more efficiently and allow for safer operation. This unit has twice the pressure with half of the gallons per minute and is equipped with a remote-control operating function. The cost of the Harben sewer jet is \$82,475.62 and will be purchased directly from the manufacturer, therefore, I request that we waive competitive bidding.

Attached are the specifications for the unit. Please let me know if you have any questions on the purchase of this new piece of equipment. With your permission, I would like to place this on the next Council agenda.

INTRODUCED BY:

RESOLUTION NO. 2025-35

A RESOLUTION AUTHORIZING THE PURCHASE OF A HARBEN SEWER JET FOR THE PUBLIC WORKS DEPARTMENT, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Public Works Director has recommended the purchase of a Harben DTK 750 ET wireless sewer jet, which offers enhanced pressure and safety features critical for daily operations; and

WHEREAS, this sewer jet is needed to replace an existing unit that has experienced recurring mechanical and supply tank issues, resulting in significant downtime and impacting the department's ability to respond to service calls and conduct daily sewer operations; and

WHEREAS, the City is able to purchase the Harben sewer jet directly from the manufacturer at a cost of \$82,475.62, a price representing a significant discount, and waiving competitive bidding is therefore requested.

NOW, THEREFORE, BE IT RESOLVED 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 and directed to waive competitive bidding and purchase a Harben DTK 750 ET wireless sewer jet from Harben Inc. for an amount not to exceed Eighty-Two Thousand Four Hundred Seventy-Five Dollars and Sixty-Two Cents (\$82,475.62). 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 Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that immediate replacement of the inoperable sewer jet is essential to maintain reliable sewer services and avoid disruption to critical infrastructure operations; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2025-35

Attest: I hereby certify this legislation was duly adopted on the 14th day of July, 2025,
and presented to the Mayor for approval or rejection in accordance with Article III,
Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025, and filed it with the Clerk.

Mayor

Harben, Inc.

2010 Ronald Reagan Blvd
Cumming, GA 30041
Phone: 770-889-9535

Quote Number:	
21010	
Quote Date:	01/09/2025
Expires:	02/08/2025



Quotation

Quote: City of Beechwood
To: 23355 Mercantile Rd
Beechwood, OH 44122

Quote Number: 21010	Contact: Tim Tremaglio
Quote Date: 01/09/2025	Terms: Due Upon Receipt/Delivery
Customer: CITY OF BEEC	Phone: 216-595-3721
Salesperson: Clover Broxton	Email: tim.tremaglio@beechwoodohio.gov

Thank you for the opportunity to submit this quote.

Item	Part Number Description
1	905-077 DTK 750 ET180 Wireless (Kubota) Unit Includes: • Kubota tier 4 diesel engine • Wireless Controls • Jump jet pulsation • Flow control needle valve kit • Workstation light kit • (2) 375-Gal Black Loaf Tanks • 10-gal antifreeze system w/ 3-way valve • Hydraulic Directional Control Valve w/ speed control and detent • 9" drain extension • 2" tiger tail • 10' leader hose • Tandem axle frame • Black rims (4) • Led strobe light • 12-volt aux outlet • Hose feed guide • 2 ½ hydrant fittings • 10 Black Pressure Discs (5000psi) • Color: Black
2	900-007 E180 Safety Relief Valve Kit

Item	Part Number Description
3	903701-012 Hose 1/2" X 500' X 5000Psi Black Ts
4	FREIGHT Unit Freight
5	06013118-010 Jet Drain H.E. 3R1F 2 X 1.3Mm 1 X 1.4Mm 0.9F (4018)
6	06013318-010 Jet Drain H.E. 6R 6 X 1.0Mm (4018)
7	9031096-010 WT Classic 1/2" NPT or BSPP
8	900-036 1/4" ID 150' Mini Jet Kit
10	900-006 Mini Hose Reel Mounting Tray
11	900-038 4018 Dump Gun Kit
16	9031480-012 2 1/2" Fn-C Cloth Hydrant Hose 25Ft
17	900-033 Remote Reel In/Reel Out Kit ***For new units only***

Total: \$82,475.62

Your Total Savings: \$8,648.98

This quote may contain special promotions or pricing valid only through the "Expires On" date supplied on Quote.

Unless specifically stated herein, the pricing represented on this quote does not include, and Harben shall not be responsible for, the cost of freight, insurance, or any required federal, state, or local sales or other taxes, duties, export or custom charges, VAT charges, brokerage or other fees. Final Sales are subject to terms and conditions as set forth in Harben Terms and Conditions supplied at time of order.

Chris Arrietta

From: Tim Tremaglio
Sent: Monday, June 2, 2025 7:51 AM
To: Chris Arrietta
Subject: FW: Jet Purchase

From: Jim Maccani <Jim.Maccani@harben.com>
Sent: Tuesday, January 14, 2025 1:24 PM
To: Tim Tremaglio <Tim.Tremaglio@beachwoodohio.com>
Subject: RE: Jet Purchase

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

Hi Tim, as mentioned earlier you are purchasing the Harben unit directly from the manufacturer. As such the pricing reflects a higher discount level than may be offered through a distributor. The service for the Ohio region is Pump Doctor, Mr. Mark Karl, phone 330-749-3364, email address pumpdoctor@sssnet.com. Located in Sheve, Ohio. We do have an agreement with HGAC (Houston Galveston Area Co-op) a government purchasing agency. To join is free for the municipalities. Again, to recover some of the administration costs, the pricing may be higher than the quoted price I gave you. Tim, sorry for the delay. I been having trouble with my internet connection, probably due to the cold. We did get a lot of snow in the Cincinnati area. Thank you.

Regards,



Jim Maccani
Regional Sales Manager
Harben Inc.

 (470) 309-4944
 Jim.Maccani@harben.com
 <https://harben.com/>
 2010 Ronald Reagan Boulevard, Cumming, GA 30041

From: Tim Tremaglio <Tim.Tremaglio@beachwoodohio.com>
Sent: Friday, January 10, 2025 1:47 PM
To: Jim Maccani <Jim.Maccani@harben.com>
Subject: Jet Purchase

You don't often get email from tim.tremaglio@beachwoodohio.com. [Learn why this is important](#)

Jim,

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: June 30, 2025

RE: Council Agenda Item: Concrete Patch Program

Bids were opened on June 12, 2025, for the program and only one bid was received. Tri Mor Corporation submitted a total base bid of \$377,853.00. The Engineer's estimate for the project was \$468,000.00.

The scope of work consists of the reconstruction of the two left turn lanes on Richmond Road, southbound at Harvard, and the reconstruction of the intersection at Richmond Road at Eaton Boulevard. The project timeline is set at 45 days. Tri Mor is currently working on phase 2 of the Timberlane/Green Sanitary Relief Sewer Project and has successfully completed projects in the past for the City.

We are recommending awarding the bid for the Concrete Patch Program to the Tri Mor Corporation in the amount of \$377, 853.00. With your permission, I would like to place this item on the next Council agenda. Please let me know if you have any questions on this item.

A RESOLUTION ACCEPTING A CERTAIN BID FROM TRI-MOR CORPORATION FOR THE 2025 CONCRETE PATCH PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, one (1) bid was received by the Clerk on June 12, 2025, for the 2025 Concrete Patch Program, pursuant to advertising for competitive bidding as required by law;

WHEREAS, the Public Works Director and City Engineer has recommended that Council accept the bid of Tri-Mor Corporation.

WHEREAS, the one bid received from Tri-Mor Corporation is determined to be an acceptable bid that is well below the City Engineer's estimated cost of the project.

NOW, THEREFORE, BE IT RESOLVED 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 and the City Engineer, the bid of Tri-Mor Corporation, as further outlined on the Bid Specification Sheet, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein, is found to be an appropriate bid for the 2025 Concrete Patch Program in an amount not to exceed Three Hundred Seventy-Seven Thousand Eight Hundred Fifty-Three Dollars and No/Cents (\$377,853.00).

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

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

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

Attest: I hereby certify this legislation was duly adopted on the 14th day of July, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025 and filed it with the Clerk.

Mayor



BID DOCUMENTS

2025 CONCRETE PATCH PROGRAM

Project No. 2025119.02

Prepared by:

GPD Group
6200 Oak Tree Blvd, Suite 302
Independence, OH 44131



Adv: Sun News
May 29, 2025
June 5, 2025

Bids Due: June 12, 2025 @ 1:00 P.M.

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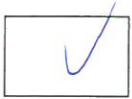
Attachments:

Prevailing Wage Rates

CITY OF BEACHWOOD
BID PACKAGE CHECKLIST

FOR: **2025 CONCRETE PATCH PROGRAM**

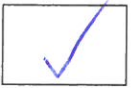
Please Note: The following items are to be included in your bid package proposal submittal. The required items are to be ORIGINALS and must be SIGNED by the proper authority representing your company.



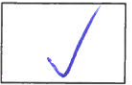
Bid Form – Signed



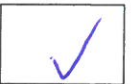
Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property



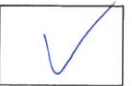
Non-Collusion Affidavit – Signed and Notarized



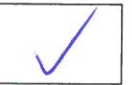
Statement Regarding Personal Property Taxes – Signed and Notarized



Information Showing Qualifications of Bidder – Signed



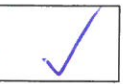
Listing of ALL Subcontractors to be used on the project – Signed



Bid Bond



Statement of Non-Discrimination



Findings for Recovery Certification

INVITATION TO BID LEGAL NOTICE

Sealed bid proposals will be **received** by the Clerk of Council of the City of Beachwood, Cuyahoga County, Ohio, at the City of Beachwood Law Department, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1:00 P.M. local time, on Thursday, June 12, 2025** for the work designated below (the "Work"). The bids will be publicly opened immediately thereafter and read in Conference Room A:

2025 CONCRETE PATCH PROGRAM

Each bid must contain the following:

- 1) The full name and names of the party or parties;
- 2) Fully Executed Non Collusion Affidavit;
- 3) In the case of a corporation not chartered in Ohio, with a proper certificate that such corporation is authorized to do business in Ohio (Articles of Incorporation – listing principals); and
- 4) Be accompanied by a certified or cashiers' check on a solvent bank made payable to the order of the City of Beachwood in an amount not less than ten percent (10%) of the total amount of the bid, or by a bid bond equal to ten percent (10%) of the total amount of the bid, drawn in favor of the Clerk of Council of the City of Beachwood.

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of Council of the City of Beachwood. These documents may only be obtained through the office of the Clerk of Council by emailing Whitney Crook at Whitney.Crook@BeachwoodOhio.com and requesting a digital copy. Digital documents will be provided free of charge. Questions or inquiries should be in writing and emailed to the Clerk of Council. **No questions will be answered after 1 p.m. on Friday, June 6, 2025.**

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, or disability. The City of Beachwood is an Equal Opportunity Employer and encourages Minority Business Enterprises, Women Business Enterprises and Small Business Enterprises to submit bids or Proposals for this project.

The bid check or bid bond, as the case may be, will be held as a guarantee that, if the bid proposal is accepted, a contract will be entered into between the bidder and the City of Beachwood, and if not, the amount represented thereby, shall be forfeited to the City of Beachwood as liquidated damages.

The chosen bidder must provide the following required documentation prior to contract execution:

- 1) 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; and
- 2) Evidence of Workers' Compensation coverage.

The City of Beachwood reserves the right to consider criteria other than price, to reject any and all proposals and to waive any informality in the bids received. Council will accept the lowest and best bid in accordance with law.

Whitney M. Crook, Clerk of Council
City of Beachwood, Ohio

Council Authorized to bid on: May 5, 2025

To be published in the Sun news: May 29 and June 5, 2025

ADDENDUM NO. 1

JUNE 5, 2025

CITY OF BEACHWOOD

BID DOCUMENTS
FOR

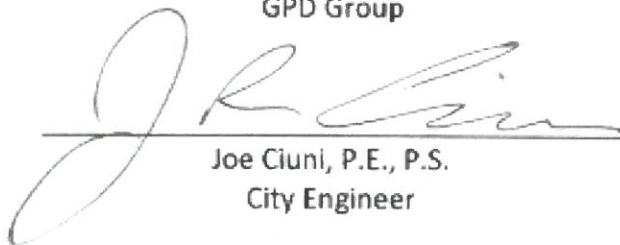
2025 CONCRETE PATCH PROGRAM

BID OPEN DATE: THURSDAY, JUNE 12, 2025
@ 1:00 PM

ATTENTION BIDDERS:

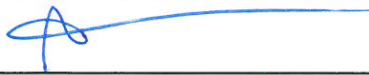
Please attach this Addendum to the copy of the bidding documents in your possession and submit it with your bid. **Please eMail a signed copy of this sheet to jciuni@gpdgroup.com.** This addendum has the same force and effect as if it had been part of the bid documents originally issued.

Prepared by:
GPD Group



Joe Ciuni, P.E., P.S.
City Engineer

Received by (Print) Neille Vitale, CEO

Signature  _____

Company Tri Mor Corporation

Date 6/9/2025

A. RFIs

The following are responses to RFIs received to date.

1. The 10" concrete pavement items call for using class QC 1P w/ QC/QA, yet the integral curbing for this pavement (Type 2-A) calls for using class QC MS concrete with fiber reinforcement.
 - a) Should both of these items use the same concrete mix design?
 - b) Is the "reinforced" portion of the concrete pavement wire or fiber mesh?

Response:

- a) Yes, these items should both be QC MS. The bid form and typical sections have been revised.
 - b) The "reinforced" portion of the concrete pavement is fiber mesh.
2. The maintenance of traffic requirements for the Richmond/Harvard are a bit vague and will need further clarification.
 - a) How does the city anticipate contractors to safely maintain two lane southbound traffic, even though there is work shown to be performed in one of these lanes?
 - b) Are there any other lane restrictions for Richmond northbound or any Harvard traffic lanes?
 - c) What is the city's expectation for the use of temporary signal heads? (i.e., will turn arrows be required?, covering of the existing signal heads?, etc.) What a contractor expects to anticipate may not match what the city is expecting us to anticipate, and we would like to be on the same page prior to submitting a proposal.
 - d) Can an allowance for Law Enforcement Officers w/ Patrol Car be added to this project? We have had to utilize them in the past in this area.

Response:

- a) Reduce the two through lanes down to 10' lanes with the remaining space provided as clearance for drums and working activities.
 - b) Zone should be set up to ensure no vehicle conflicts during northbound and southbound turning movements.
 - c) The City is not opposed to temporary signals. The contractor provided MOT plans should account for the traffic movements at this intersection.
 - d) A Law Enforcement Officer with Patrol Car Item has been added to the bid.

B. Revised Bid Form

A revised bid form is provided herein to replace the originally issued bid form. The revised bid form shows the item description for Item 451 – 10" Reinforced Concrete Pavement has changed.

A line item has been added to the bid form for Item 614 – Law Enforcement Officer with Patrol Car for Assistance.

The revised bid form is provided in pdf and excel format.

C. Revised Sheets

Richmond & Eaton Intersection Typical Section (Sheet 2A)

Richmond & Harvard Intersection Typical Section (Sheet 2A)

-- End of Addendum No. 1 --

BID FORM

Mark Envelope: **2025 CONCRETE PATCH PROGRAM**

To the Clerk:

The undersigned, having full knowledge of the site and the specifications for the following improvements, and the conditions of this proposal, hereby agrees to furnish all services, labor, materials and equipment necessary to complete the entire project, according to the plans and specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in the proposal.

NUMBER OF DAYS TO COMPLETE: 45
(NOT MORE THAN **45** CALENDAR DAYS)

The total amount of the bid based on the approximate quantities given below and the price specified by the bidder amount to the sum of: \$ 377,853.00

UNIT PRICE CONTRACT

For the **2025 CONCRETE PATCH PROGRAM** in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

LOCATION	REFERENCE	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
RICHMOND & EATON	1	202	PAVEMENT REMOVED, AS PER PLAN	561	SY	\$ 30.00	\$ 16,830.00
	2	202	CURB REMOVED	245	FT	\$ 8.00	\$ 1,960.00
	3	608	CURB RAMP, MS CONCRETE, AS PER PLAN	1075	SF	\$ 25.00	\$ 26,875.00
	4	653	TOPSOIL FURNISHED AND PLACED, 4 INCH	6	CY	\$ 100.00	\$ 600.00
	5	659	SEEDING AND MULCHING, CLASS 1	35	SY	\$ 10.00	\$ 350.00
	6	605	6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN	6	FT	\$ 25.00	\$ 150.00
	7	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	2	EACH	\$ 2,000.00	\$ 4,000.00
	8	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	2	EACH	\$ 2,000.00	\$ 4,000.00
	9	204	SUBGRADE COMPACTION	1075	SY	\$ 1.00	\$ 1,075.00
	10	204	PROOF ROLLING	1	HOURL	\$ 150.00	\$ 150.00
	11	304	AGGREGATE BASE	94	CY	\$ 100.00	\$ 9,400.00
	12	451	10" REINFORCED CONCRETE PAVEMENT, CLASS QC MS WITH QC/QA	561	SY	\$ 145.00	\$ 81,345.00
	13	512	SEALING OF CONCRETE SURFACE, AS PER PLAN	6250	SF	\$ 1.00	\$ 6,250.00
	14	609	CURB, TYPE 2-A, CLASS QC MS, AS PER PLAN	6	FT	\$ 25.00	\$ 150.00
	15	638	VALVE BOX, ADJUSTED TO GRADE, AS PER PLAN	2	EACH	\$ 250.00	\$ 500.00
	16	642	CHANNELIZING LINE, 8", TYPE 1	67	FT	\$ 2.50	\$ 167.50

LOCATION	REFERENCE	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total	
RICHMOND & EATON	17	642	STOP LINE, TYPE 1	74	FT	\$	6.00	\$ 444.00
	18	642	CROSSWALK LINE, 12", TYPE 1	283	FT	\$	3.50	\$ 990.50
	19	642	CROSSWALK LINE, 24", TYPE 1	220	FT	\$	4.50	\$ 990.00
	20	642	DOTTED LINE, 6", TYPE 1	12	FT	\$	10.00	\$ 120.00
	21	642	LANE LINE, 6", TYPE 1	40	FT	\$	6.00	\$ 240.00
	22	642	LANE ARROW	3	EACH	\$	100.00	\$ 300.00
	23	SPECIA	MISCELLANEOUS METALS	100	LBS	\$	3.00	\$ 300.00
	24	SPECIAL	CATCH BASIN CLEANING	2	EACH	\$	500.00	\$ 1,000.00
	25	SPECIAL	PRECONSTRUCTION VIDEO	1	LUMP	\$	1,000.00	\$ 1,000.00
	26	614	MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LUMP	\$	25,000.00	\$ 25,000.00
	27	624	MOBILIZATION	1	LUMP	\$	8,000.00	\$ 8,000.00
RICHMOND & EATON Total							\$	192,187.00
RICHMOND & HARVA	28	202	PAVEMENT REMOVED, AS PER PLAN	730	SY	\$	30.00	\$ 21,900.00
	29	202	CURB REMOVED	373	LF	\$	8.00	\$ 2,984.00
	30	653	TOPSOIL FURNISHED AND PLACED, 4 INCH	10	CY	\$	50.00	\$ 500.00
	31	659	SEEDING AND MULCHING, CLASS 1	93	SY	\$	10.00	\$ 930.00
	32	605	6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN	93	FT	\$	20.00	\$ 1,860.00
	33	204	SUBGRADE COMPACTION	730	SY	\$	1.00	\$ 730.00
	34	204	PROOF ROLLING	1	HOURL	\$	150.00	\$ 150.00
	35	304	AGGREGATE BASE	122	CY	\$	100.00	\$ 12,200.00
	36	451	10" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA	730	SY	\$	145.00	\$ 105,850.00
	37	512	SEALING OF CONCRETE SURFACE, AS PER PLAN	6757	SF	\$	1.00	\$ 6,757.00
	38	609	CURB, TYPE 2-A, CLASS QC MS, AS PER PLAN	93	FT	\$	25.00	\$ 2,325.00
	39	642	CHANNELIZING LINE, 8", TYPE 1	448	FT	\$	2.50	\$ 1,120.00
	40	642	LANE ARROW	5	EACH	\$	100.00	\$ 500.00

LOCATION	REFERENCE CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
RICHMOND & HARVA	41	642 WORD ON PAVEMENT, 72", TYPE 1	3	EACH	\$ 120.00	\$ 360.00
	42	SPECIA CATCH BASIN CLEANING	2	EACH	\$ 500.00	\$ 1,000.00
	43	SPECIAL PRECONSTRUCTION VIDEO	1	LUMP	\$ 1,000.00	\$ 1,000.00
	44	614 MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LUMP	\$ 15,000.00	\$ 15,000.00
	45	624 MOBILIZATION	1	LUMP	\$ 8,000.00	\$ 8,000.00
	46	614 LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	20	HOURL	\$ 125.00	\$ 2,500.00
RICHMOND & HARVARD Total						\$ 185,666.00
Bid Total						\$ 377,853.00

EXECUTED AT: _____Twinsburg, Ohio_____ THIS ____12th____ DAY OF ____June____, 2025

BY: _____
(SIGN IN INK)

TITLE: _____
Neille Vitale, CEO
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

Tri Mor Corporation
NAME

330-963-3101
PHONE

8530 North Boyle Parkway
ADDRESS

330-963-3097
FAX

Twinsburg, OH 44087
CITY, STATE & ZIP CODE

neille@trimor.com
eMAIL



CORPORATE RESOLUTION

I, **Neille Vitale**, Secretary of **Tri Mor Corporation** an **Ohio** Corporation hereby certify that the Board of Directors of said Corporation on the **12th** day of **June, 2025**, adopted a resolution authorizing the **CEO** of this Company, namely, **Neille Vitale**, to sign bid proposals, sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said **CEO** in her sole discretion shall deem best, and that said actions shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at **Twinsburg, Ohio**, this **12th** day of **June, 2025**, and I further certify that said resolution is still in full force and effect.

A handwritten signature in blue ink, consisting of a stylized 'N' followed by a long, sweeping horizontal stroke.

Neille Vitale, Corporate Secretary

Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property

The undersigned, a bidder on the above described project, hereby agrees that the contract to be entered into in the event its bid is accepted for the above described project, is "a construction contract pursuant to which tangible personal property is or is to be incorporated into a structure or improvement on and becoming a part of real property" and Contractor further agrees that "the consideration for such incorporation" is agreed upon "separately from the consideration for the performance of the other obligations of such construction contract, and that such "incorporation" shall constitute a sale of such tangible personal property to the CITY OF BEACHWOOD, OHIO as provided in Section 5739.01 et. seq. of the Revised Code of Ohio.

It is further agreed and understood that this agreement shall, for the purposes of said laws above mentioned, be considered as a part of the bid or offer of the undersigned and if the CITY OF BEACHWOOD, OHIO should award the contract to the undersigned, that this agreement shall be and hereby is made a part of the bid and/or contract of the undersigned for the purposes of the said laws.

For the purpose of the said section of the Revised Code above mentioned, the consideration to be paid for the performance of the contract of the above described project is divided, as follows:

1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ 134,038.00

2. CONSIDERATION FOR OTHER OBLIGATIONS (For other obligations of such construction contract)

\$ 243,815.00

The figure set down as the total must correspond with the total set down in the bid which accompanies this supplemental agreement, and the bidder in submitting this figure shall be subject to the same rules and regulations with respect to mistakes in extensions and additions as are provided in the case of totals set forth by the bidder in his bid; namely, that mistakes in additions or extensions will be corrected and the totals corrected accordingly, but the same proportion will be maintained in the division above set forth between the Consideration for Materials and Consideration for other Obligations.



Neille Vitale, CEO

Signature of bidder

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder. If the bid is made by a Corporation, then it shall be executed by its Chief Executive Officer; if by a Partnership or LLC, by its Managing General Partner or Managing Member.

STATE OF OHIO)
Summit) SS
COUNTY OF CUYAHOGA)

Neille Vitale
Aurora Street, Hudson, OH 44236 being first duly sworn, deposes and says that Neille Vitale residing at and Martin E. Schlessel residing at Hidden Lake Ln Peninsula OH 44264 and John R. Morris III residing at Aurora St, Hudson, OH 44236 (is) ~~(are)~~ the only person(s) interested with ~~(him)~~ (them) in the delivery of the materials quoted upon or the services performed under these specifications; that the said quotation is made without any connection or common interest in the profits with any other persons making any quotations or proposal for the said work; that the said contract is on ~~(his)~~ (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.



Signature Neille Vitale, CEO

Sworn to and subscribed in my presence this ¹² day of June, 2025

(Notary Seal)



Erica Winningham
Notary Public, State of Ohio
My Commission Expires:
October 17, 2026

E. W. Uylian
Notary Public

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, Neille Vitale, CEO
(Name) (Owner, President, Etc.)

of Tri Mor Corporation do hereby certify that this firm or person
is not delinquent in the filing and/or payment of
personal property taxes in Cuyahoga
(insert is or is not)
County, nor Summit County.

(If the answer is in the affirmative, please submit a statement listing the year or years
of delinquency and the amounts).

Signed 
Neille Vitale, CEO
Name of Firm Tri Mor Corporation
Address 8530 North Boyle Parkway
Twinsburg, OH 44087
Telephone 330-963-3101

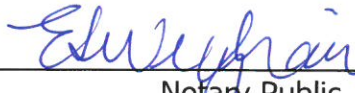
State of Ohio)
Summit) SS
County of ~~Cuyahoga~~ Cuyahoga

Sworn to and subscribed in my presence this 12 day of June, 2025

(Notary Seal)



Erica Winningham
Notary Public, State of Ohio
My Commission Expires:
October 17, 2026


Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

If the business is not located in Cuyahoga County, please add a brief explanation to the above statement to the effect that no taxes are
owned to Cuyahoga County (if such is the case), or to the County in which the business is located.

INFORMATION SHOWING QUALIFICATIONS OF BIDDER

The undersigned states that the names and addresses of persons interested as principals in this proposal are as follows: If a partnership, LLC or corporation, give the names and addresses of all partners, members or officers:

Martin E. Schlessel Hidden Lake Ln, Peninsula, OH 44264

Neille Vitale Aurora St, Hudson, OH 44236

John R. Morris III Aurora St, Hudson, OH 44236

If bidder is a corporation or LCC, bidder states that the name of state in which incorporated or constituted and the date of said incorporation or constitution is:

State of Ohio 7/22/1981

The undersigned states that they are citizen(s) of the United States and that all the partners, officers, or principals interested herein are citizens of the United States, except: (Give full name and addresses):

N/A

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he or they own and have available for immediate use on the proposed work the following plant and equipment:

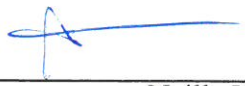
See attached Equipment List

ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

See attached Experience Record

FINANCIAL RESOURCES: That information relative to his or their financial resources can and may be obtained from the following: (Give name, business and address):

See attached Reference Sheet



Signature of Bidder Neille Vitale, CEO

Tri Mor Corp Equipment List 2025

CatDesc	EQDesc	ModelYr	Model	Manufacturer	Ownership	Work Type
AIR COMPRESSORS	Ingersoll Rand XP375WIR TM Trailer mntd AIR COMPRESSOR	2010	XP375WIR	Ingersoll Rand	O	15,12
AIR COMPRESSORS	INGERSOL RAND P250WD TM Trailer Mounted Air Compressor	1995	P250WD	INGERSOL RAND	O	15,12
AIR COMPRESSORS	1993 INGERSOL RAND P175WJDU TM Air Compressor	1993	P175WJDU	INGERSOL RAND	O	15,12
AIR COMPRESSORS	1992 INGERSOL RAND 175 TM Trailer Mounted Air Compressor	1992	175	INGERSOL RAND	O	15,12
AIR COMPRESSORS	2013 INGERSOLL R37IE-A125 TM RAND R37IE AIR COMPRESSOR	2013	R37IE-A125	INGERSOLL	O	15,12
BROOM	1996 BROCE RC 300 -MECHANICAL BROOM	1996	RC 300	BROCE	O	35,39
BROOM	1997 BROCE RC300 -MECHANICAL BROOM	1997	RC300	BROCE	O	35,39
BROOM	2018 RCT Broce Broom CAT	2018	RCT350	CAT Broce	O	35,39
BROOM	2018 RCT350 Broce Broom CAT	2018	RCT350	CAT Broce	O	35,39
BROOM	2006 BROCE RCT350 MECHANICAL BROOM	2006	RCT350	BROCE	O	35,39
BROOM	2006 BROCE RCT350 MECHANICAL BROOM	2006	RCT350	BROCE	O	35,39
BROOM	1989 BROCE RJ300 MECHANICAL BROOM	1989	RJ300	BROCH	O	35,39
BROOM	2018 RCT350 CAT Broce Broom-SUMMIT	2018	RCT350	CAT	O	35,39
CONVEYORS	1993 CONCORD CRE-960-18B/960-PHPP -CONVEYOR	1993	CRE-960-18B/960-PHPP	CONCORD	O	35
CONVEYORS	2007 CONCORD CRE960-18EX CONVEYOR(6145)	2007	CRE960-18EX	CONCORD	O	35
CURB AND GUTTER	GT3600 3 trax Curb & Gutter Paver	2021	GT3600	Gomaco	O	38
CURB AND GUTTER	2000 MILLER M1000 CURB & GUTTER PAVER	2000	M1000	MILLER	O	38
CURB MOLDS	SIDEWALK MOLD 1994 -	1994	SIDEWALK MOLD	(blank)	O	38
CURB MOLDS	GTCP-6657 1994 -CURB-MOLD	1994	GTCP-6657	(blank)	O	38
CURB MOLDS	GTCP-3809 1994 -CURB-MOLD	1994	GTCP-3809	(blank)	O	38
CURB MOLDS	GTCP-5918 1994 -CURB-MOLD	1994	GTCP-5918	(blank)	O	38
CURB MOLDS	SIDEWALK MOLD 1994 -6X18 MOLD	1994	SIDEWALK MOLD	(blank)	O	38
CURB MOLDS	GTCP-7553 1994 -CURB-MOLD	1994	GTCP-7553	(blank)	O	38
CURB MOLDS	GTCP6703 1994 -6X18 SCAB	1994	GTCP6703	(blank)	O	38
CURB MOLDS	GTCP-2740 1994 -CURB-MOLD	1994	GTCP-2740	(blank)	O	38
DOZER	1998 CASE 1150G DOZER	1998	1150G	CASE	O	4,9
DOZER	2003 KOMATSU D61EX-12 DOZER	2003	D61EX-12	KOMATSU	O	4,9
DOZER	2001 JOHN DEERE 700H DOZER	2001	700H	JOHN DEERE	O	4,9
DOZER	2004 KOMATSU D61-EX-12 DOZER	2004	D61-EX-12	KOMATSU	O	4,9
DOZER	2018 Caterpillar D6K2XL DOZER	2018	D6K2XL	CATERPILLAR	O	4,9
DOZER	2019 D6K2 XL CAT Dozer	2019	D6K2	CATERPILLAR	O	4,9
DOZER	2014 D61PX-23 Dozer	2014	SAA6D107E	KOMATSU	O	4,9
DOZER	2015 Caterpillar D5K2 DOZER	2015	D5K2	CATERPILLAR	O	4,9
DOZER	2018 D3K2 CAT Dozer	2018	D3K2	CAT	O	4,9
DOZER	1999 JOHN DEERE 450H DOZER	1999	450H	JOHN DEERE	O	4,9
DRILLS	2009 MINNICA A-1-30 MINNICH DRILL SINGLE	2009	A-1-30	MINNICA	O	17
DRILLS	2010 MINNICH A126000-00003 AIR DRILL THREE GANG DRILL	2010	A126000-00003	MINNICH	O	17
DRILLS	2017 Minnich 11755-0009 A1C 20X48 Drill	2017	11755-0009	MINNICH	O	17
DRILLS	2006 D-P DIAMOND PRODUCTS D-P 20 CORE DRILL	2006	D-P 20	D-P DIAMOND PRODUCTS	O	17
EXCAVATOR	2003 CATERPILLAR 320C EXCAVATOR	2003	320C	CATERPILLAR	O	4,17,35
EXCAVATOR	1999 KOMATSU PC150LC-6K EXCAVATOR	1999	PC150LC-6K	KOMATSU	O	4,17,35
EXCAVATOR	2000 CATERPILLAR 318B EXCAVATOR	2000	318B	CATERPILLAR	O	4,17,35
EXCAVATOR	2006 HYUNDAI R320LC-7 EXCAVATOR - SUMMIT	2006	R320LC-7	HYUNDAI	O	4,17,35
EXCAVATOR	2014 Linkbelt 235X3 Spin Ace Excavator	2014	235X3	Linkbelt	O	4,17,35
EXCAVATOR	Link-Belt 235X3 235x3 LB Spin Ace Excavator	(blank)	235X3	Link-Belt	O	4,17,35
EXCAVATOR	2018 323FL CAT Excavator	2018	323FL	CATERPILLAR	O	4,17,35

CatDesc	EQDesc	ModelYr	Model	Manufacturer	Ownership	Work Type
EXCAVATOR	JD 220D Wheeled Excavator	2011	220D	JOHN DEERE	O	4,17,35
EXCAVATOR	2023 325TCS CAT Excavator	2023	325TCS	CATERPILLAR	O	4,17,35
EXCAVATOR	2023 John Deere 245P Excavator	2023	245P	JOHN DEERE	O	4,17,35
EXCAVATOR	2018 KOMATSU PC 138	2018	PC138	KOMATSU	O	4,17,35
LASER SCREED	2006 MORRISON SUPER SCREED(6079)	2006	(blank)	MORRISON	O	12
LASER SCREED	2020 S15R Somero 8' Laser Screed	2020	S15R	Somero	O	12
LASER SCREED	2000 SOMERO S160 -LASER SCREED	2000	S160	Somero	O	12
LOADER BACKHOES	2004 430D CATERPILLAR EXTENDA BACKHOE W/HYDRO	2004	430D	CAT	O	1,4,12,35,38
LOADER BACKHOES	1998 JOHN DEERE 410 E BACKHOE	1998	410 E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	1998 JOHN DEERE 410E BACKHOE	1998	410E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	1999 JOHN DEERE 410E BACKHOE	1999	410E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	1999 JOHN DEERE JD 410E BACKHOE	1999	JD 410E	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	2003 JOHN DEERE 110 BACKHOE	2003	110	JOHN DEERE	O	1,4,12,35,38
LOADER BACKHOES	2004 CATERPILLAR 430D EXTENDA BACKHOE	2004	430D	CATERPILLAR	O	1,4,12,35,38
LOADER BACKHOES	2004 CAT 430D EXTENDA BACKHOE W/HYDRO	2004	430D	CAT	O	1,4,12,35,38
MAINLINE PAVERS	1997 CMI/METRO PAVE MP3202T -MAINLINE PAVER	1997	MP3202T	CMI/METRO PAVE	O	12
MAINLINE PAVERS	1998 CMI/METRO PAVE MP3202T -MAINLINE PAVER	1998	MP3202T	CMI/METRO PAVE	O	12
MAINLINE PAVERS	2020 GP2400 4Track Gomaco Paver	2020	GP2400	Gomaco	O	12
MINI EXCAVATORS	2007 KOMATSU PC78MR-6 MINI EXCAVATOR	2007	PC78MR-6	KOMATSU	O	4,17,35
MINI EXCAVATORS	2017 Komatsu PC88MR-10 MINI EXCAVATOR	2017	PC88MR-10	KOMATSU	O	4,17,35
MINI EXCAVATORS	2012 KOMATSU PC88 Drain Tile MINI EXCAVATOR	2012	PC88MR-8	KOMATSU	O	4,17,35
MINI EXCAVATORS	2014 KOMATSU PC88MR-10 MINI EXCAVATOR	2014	PC88MR-10	KOMATSU	O	4,17,35
MINI EXCAVATORS	2018 Komatsu PC88MR-10 MINI EXCAVATOR	2018	PC88MR-10	KOMATSU	O	4,17,35
MINI EXCAVATORS	2019 PC88MR10 Komatsu mini excavator	2019	PC88MR10	KOMATSU	O	4,17,35
MINI EXCAVATORS	PC88MR-10 Mini Excavator	2018	PC88MR	KOMATSU	O	4,17,35
MINI EXCAVATORS	2020 306CR CAT Mini Excavator	2021	306CR	CAT	O	4,17,35
MINI EXCAVATORS	2022 PC88MR-11 Komatsu compact excavator	2022	PC88MR-11	KOMATSU	O	4,17,35
MINI EXCAVATORS	1999 JOHN DEERE 80 MINI EXCAVATOR	1999	80	JOHN DEERE	O	4,17,35
MINI EXCAVATORS	2018 Caterpillar 304E2 MINI EXCAVATOR	2018	304E2	CATERPILLAR	O	4,17,35
MINI EXCAVATORS	2022 KOMATSU PC88MR-11 Excavator	2022	PC88MR	KOMATSU	O	4,17,35
MOTOR GRADERS	2018 CAT 120M2 Grader	2018	120M2	CATERPILLAR	O	9
MOTOR GRADERS	1986 CATERPILLAR 12G -ROAD GRADER	1986	12G	CATERPILLAR	O	9
ROLLERS	1997 INGERSOL RAND SD70 SMOOTH DRUM ROLLER (SM)	1997	SD70	INGERSOL RAND	O	4,9
ROLLERS	2001 INGERSOL RAND SD70D SMOOTH DRUM ROLLER (SM)	2001	SD70D	INGERSOL RAND	O	4,9
ROLLERS	1990 INGERSOL RAND SD-100 SMOOTH DRUM ROLLER (LG)	1990	SD-100	INGERSOL RAND	O	4,9
ROLLERS	1997 INGERSOL RAND SD-100 D B SMOOTH DRUM ROLLER (LG)	1997	SD-100 D B	INGERSOL RAND	O	4,9
ROLLERS	2004 CAT CS433 SMOOTH DRUM ROLLER (SM)	2004	CS433	CAT	O	4,9,16
ROLLERS	2003 INGERSOL RAND SD100 DB SMOOTH DRUM ROLLER (LG)	2003	SD100 DB	INGERSOL RAND	O	4,9
SKID STEER	2016 CAT 272D2 C1H3 Nrmf flw SKID STEER LOADER	2016	272D2 C1H3 Nrmf flw	CAT	O	4
SKID STEER	2016 CAT 272D2 C1H2 HF SKID STEER LOADER	2016	272D2 C1H2 HF	CAT	O	4
SKID STEER	2018 CAT 242D C3H2 SKID STEER LOADER	2018	242D C3H2	CAT	O	4
SKID STEER	2018 John Deere 332G SKID STEER LOADER	2018	332G	JOHN DEERE	O	4
SKID STEER	2018 John Deere 331G TRACK LOADER	2018	331G	JOHN DEER	O	4
SKID STEER	2019 331G John Deere TRACK Loader	2019	331G	JOHN DEER	O	4
SKID STEER	2020 John Deere 332G Skid Steer	2020	332G	JOHN DEERE	L	4
SKID STEER	2021 CAT 272D3XE Skid steer	2021	272D3XE	CATERPILLAR	L	4
SKID STEER	2021 259D3 CAT Trax Skid Steer	2021	259D3 C3H2	CATERPILLAR	L	4
SKID STEER	2019 259D3 CAT Skid Steer	2019	259D3	CAT	O	4

CatDesc	EQDesc	ModelYr	Model	Manufacturer	Ownership	Work Type
SKID STEER	2022 272D3 C3H2 CAT	2022	272D3	CATERPILLAR	L	4
TAMPERS	2005 CVP40 PLATE TAMPER BACKHOE(6734)	2005	CVP40	(blank)	O	9
TAMPERS	2006 GENTEC GE970 HYD. PLATE TAMPER(6757)	2006	GE970	GENTEC	O	9
TRIMMERS	2012 82SST Skid Steer Trimmer	2012	85SST	EASI-POUR	O	38
UNDERDRAIN, RD WIDENERS	2000 MIDLAND SP ROADWIDENER -ROAD WIDENER	2000	SP ROADWIDENER	MIDLAND	O	9,35
UNDERDRAIN, RD WIDENERS	2004 MIDLAND SA CONCORED ROAD WIDENER (LOADER ATTACHMENT)	2004	SA	MIDLAND	O	9,35
VIBRATING SCREED	METAFORM SPEED SCREED LIGHT 1998	1998	SPEED SCREED LIGHT	METAFORM	O	38
VIBRATING SCREED	METAFORM SPEED SCREED LIGHT - SCREED 1999	1999	SPEED SCREED LIGHT	METAFORM	O	38
VIBRATING SCREED	1999 VIBRA STRIKE SCREED	1999	STRIKE	VIBRA	O	38
VIBRATING SCREED	2001 VIBRA SCREED SCREED	2001	VIBRA SCREED	VIBRA SCREED	O	38
WHEEL LOADERS	1996 CATERPILLAR 938F WHEEL LOADER	1996	938F	CATERPILLAR	O	4,9
WHEEL LOADERS	1999 JOHN DEERE TC44H WHEEL LOADER	1999	TC44H	JOHN DEERE	O	4,9
WHEEL LOADERS	1998 JOHN DEERE 624 H WHEEL LOADER	1998	624 H	JOHN DEERE	O	4,9
WHEEL LOADERS	2006 CAT 930G WHEEL LOADER	2006	930G	CAT	O	4,9
WHEEL LOADERS	2008 HYUNDAI HL770-7A WHEEL LOADER	2008	HL770-7A	HYUNDAI	O	4,9
WHEEL LOADERS	2018 938M CAT Loader	2018	938M	CAT	O	4,9
WHEEL LOADERS	2021 Komatsu WA480-8 Loader	2021	WA480-8	KOMATSU	O	4,9
WHEEL LOADERS	2021 WA320-8 Komatsu wheel loader	2021	WA320	KOMATSU	O	4,9
MAINLINE PAVERS (PARTS ONLY)	METRO 3200SF PAVER (PARTS)	(blank)	3200SF	METRO	O	12
SAWS (SOFF CUT)	2022 4200 HQ walk behind saw	2022	4200	Husqvarna	O	15
SAWS (SOFF CUT)	Husqvarna 4200 EPA Softcut Saw	(blank)	4200	Husqvarna	O	15
SAWS (SOFF CUT)	Husqvarna X5000 Softcut 5000 Paver Early Entry Concrete Saw	(blank)	X5000	Husqvarna	O	15
SAWS (SOFF CUT)	Soff cut 5000 early entry saw w/VAC Port	2021	X5000	Husqvarna	O	15
SAWS (SOFF CUT)	Husqvarna 5000 Soft-cut Saw w/vacPort	2022	5000	Husqvarna	O	15
SAWS (SOFF CUT)	husqvarna 966845703 5000 SOFT-CUT SAW	(blank)	966845703	Husqvarna	O	15
SAWS (CONCRETE ROAD)	Husqvarna FS7000D 30" E-Track Walk Behind Saw	(blank)	FS7000D	Husqvarna	O	15
SAWS (CONCRETE ROAD)	FS7000D 36" Deep Cut Husqvarna saw	2021	FS7000D	Husqvarna	O	15
SAWS (CONCRETE ROAD)	2004 SOFF CUT GX4200 -ROAD SAW	2004	GX4200	SOFF CUT	O	15



TRI MOR

ROAD BUILDERS

EXPERIENCE RECORD

Ridge Road (CR-10) Resurfacing			Date Completed: 8/2024	
Description:	Pavement Reconstruction, Utility R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$4,850,398.45	Contract Amount: \$4,646,967.30
Owner:	Cuyahoga County Purchasing		Contact: Patrick Lynch	Phone: 216-310-8467
Engineer:	Cuyahoga County Public Works		Contact: Michael Dever	Phone: 216-348-3800
Wolf Avenue Improvements				
Description:	Pavement Reconstruction, Utility R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$1,652,341.70	Contract Amount: \$1,799,920.00
Owner:	City of Wadsworth		Contact: Eric Buie	Phone: 330-335-2739
Engineer:	City of Wadsworth		Contact: Eric Buie	Phone: 330-335-2739
Crestwood 2023 Road Reconstruction				
Description:	Pavement Reconstruction, Utility R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$1,719,056.22	Contract Amount: \$1,635,260.75
Owner:	City of Mayfield Heights		Contact: Alicia Villers	Phone: 330-572-3664
Engineer:	GPD Group		Contact: Alicia Villers	Phone: 330-572-3664
Twinsburg Heights Allotments Phase 19 & 20				
Description:	Pavement Recon, Sewer/Waterline R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$1,833,792.89	Contract Amount: \$2,078,572.18
Owner:	Twinsburg Township		Contact: Robert Kagler	Phone: 330-425-4497
Engineer:	OHM Advisors		Contact: Gary Smolinski	Phone: 330-913-1080
Big Creek Flood Reduction Near Sprague Road				
Description:	Stream Restoration, Culvert Replacement, Floodplain Expansion		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$717,510.93	Contract Amount: \$672,900.70
Owner:	Northeast Ohio Regional Sewer District		Contact: CJ Onyak	Phone: 216-881-6600
Engineer:	Northeast Ohio Regional Sewer District		Contact: Kimberly Colich	Phone: 216-881-6601
Driftwood & Cherrywood Drive Reconstruction				
Description:	Pavement Reconstruction, Utility R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$1,407,750.77	Contract Amount: \$1,293,197.00
Owner:	City of Norton		Contact: Brian Binsley	Phone: 330-825-7815
Engineer:	GPD Group		Contact: Alicia Villers	Phone: 330-572-3664
Cherokee Trail Phase 3 - 2022 Street Repair Program				
Description:	Pavement R&R, Curb, Sidewalk, Apron Repair, Storm Sewer Install		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$1,211,512.32	Contract Amount: \$1,319,496.00
Owner:	City of Middleburg Heights		Contact: James Herron	Phone: 440-234-2216
Engineer:	Mackay Engineering		Contact: Brenda Mockbee	Phone: 440-886-4500
Twinsburg Heights Allotments Phase 18				
Description:	Pavement Recon, Sewer/Waterline R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$990,330.36	Contract Amount: \$1,075,288.10
Owner:	Twinsburg Township		Contact: Robert Kagler	Phone: 330-425-4497
Engineer:	OHM Advisors		Contact: Thomas Tucker	Phone: 330-913-1063
Beachwood 2023 Concrete Repair Program				
Description:	Pavement Reconstruction		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$495,387.00	Contract Amount: \$500,000.00
Owner:	City of Beachwood		Contact: Tim Tremaglio	Phone: 216-595-3721
Engineer:	GPD Group		Contact: Alicia Villers	Phone: 330-572-3664
Barberry Dr, Woodlawn Cir, Maple Dr, & Fourth Ave Reconstruction				
Description:	Pavement Reconstruction, Storm/Waterline R&R		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$4,012,532.05	Contract Amount: \$3,881,834.95
Owner:	City of Berea		Contact: Heather Toth	Phone: 440-826-5814
Engineer:	City of Berea Engineering		Contact: Heather Toth	Phone: 440-826-5814
Reconstruction of Bannerstone, Sandstone, Foxfire, Pine Meadow and Wonderlust				
Description:	Pavement R&R, Curb and Gutter		Bonding Company:	Fidelity & Deposit Company of Maryland
Prime	<u>X</u>	Subcontractor _____	Project Cost: \$873,640.57	Contract Amount: \$833,561.00
Owner:	Painesville Board of Trustees		Contact: Morgan McIntosh	Phone: 440-749-1560
Engineer:	Lake County Engineers		Contact: Ted Galuschik	Phone: 440-350-2090

Cheryl Drive Reconstruction

Description: Pavement R&R
 Prime X Subcontractor _____
 Owner: Concord Township
 Engineer: Lake County Engineers

Date Completed: 9/2023

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$109,515.00 Contract Amount: \$124,237.00
 Contact: Jennifer Zoldak Phone: 216-749-4300
 Contact: Ted Galuschik Phone: 440-350-2090

Spring Road Reconstruction

Description: Pavement R&R
 Prime X Subcontractor _____
 Owner: Village Of Brooklyn Heights
 Engineer: Chagrin Valley Engineering

Date Completed: 9/2023

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$1,469,685.62 Contract Amount: \$1,475,525.00
 Contact: Jennifer Zoldak Phone: 216-749-4300
 Contact: Jennifer Zoldak Phone: 440-439-1999

South Prospect St Reconstruction

Description: Pavement R&R, Storm/Sanitary Sewer R&R
 Prime X Subcontractor _____
 Owner: City of Medina
 Engineer: City of Medina

Date Completed: 8/2023

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$1,403,682.49 Contract Amount: \$1,423,953.00
 Contact: Patrick Patton Phone: 330-722-9034
 Contact: Patrick Patton Phone: 330-722-9034

Cleveland Enterprise Park Phase 1

Description: Pavement R&R, Curb & Gutter
 Prime X Subcontractor _____
 Owner: Village of Highland Hills

Date Completed: 12/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$465,749.17 Contract Amount: \$478,958.00
 Contact: Susan Hamilton Phone: 216-731-6255

Solon 2022 Annual Concrete Repair Program

Description: Pavement R&R
 Prime X Subcontractor _____
 Owner: City of Solon
 Engineer: City of Solon

Date Completed: 11/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$1,427,110.85 Contract Amount: \$1,483,080.00
 Contact: Dan Driscoll Phone: 440-248-1155
 Contact: Dan Driscoll Phone: 440-248-1155

Bethany Lane Improvements

Description: Pavement and Storm Structure R&R
 Prime X Subcontractor _____
 Owner: Hinckley Township
 Engineer: Lewis Land Professionals

Date Completed: 11/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$465,749.17 Contract Amount: \$478,958.00
 Contact: Mike Behary Phone: 330-278-4181
 Contact: David Lewis Phone: 330-335-8232

Valley Brook (TH357) Reconstruction - 2022

Description: Pavement R&R, Curb & Gutter
 Prime X Subcontractor _____
 Owner: Hinckley Township
 Engineer: Medina County Engineers

Date Completed: 11/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$465,749.17 Contract Amount: \$478,958.00
 Contact: Mike Behary Phone: 330-225-2276
 Contact: Angie Sullivan Phone: 330-764-8780

Prior Park & Brook Park Roads Reconstruction

Description: Pavement R&R/Storm Sewer R&R
 Prime X Subcontractor _____
 Owner: City of Cuyahoga Falls
 Engineer: City of Cuyahoga Falls

Date Completed: 10/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$499,700.68 Contract Amount: \$497,657.50
 Contact: Tony Demasi Phone: 330-971-8180
 Contact: Tony Demasi Phone: 330-971-8180

Paula Drive Rehabilitation Phase 1

Description: Pavement R&R/Storm Sewer R&R
 Prime X Subcontractor _____
 Owner: Middleburg Heights
 Engineer: Mackay Engineering

Date Completed: 10/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$817,779.26 Contract Amount: \$933,975.00
 Contact: Brittany Jablonski Phone: 440-886-4500
 Contact: Brittany Jablonski Phone: 440-886-4500

Commodore Cove Watermain Replacement

Description: Watermain Remove and Replace
 Prime X Subcontractor _____
 Owner: Village of Reminderville
 Engineer: OHM Advisors

Date Completed: 8/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$658,668.43 Contract Amount: \$593,377.00
 Contact: Thomas Tucker Phone: 330-913-1080
 Contact: Thomas Tucker Phone: 330-913-1080

Coventry Drive Reconstruction

Description: Pavement R&R, Utility R&R
 Prime X Subcontractor _____
 Owner: Village of Northfield
 Engineer: Village of Northfield

Date Completed: 9/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$917,637.74 Contract Amount: \$928,724.50
 Contact: Daniel Collins Phone: 330-423-6122
 Contact: Daniel Collins Phone: 330-423-6122

2022 Residential Collectors Repair and Replacement

Description: Pavement R&R
 Prime X Subcontractor _____
 Owner: City of Streetsboro
 Engineer: GPD Group

Date Completed: 9/2022

Bonding Company: Fidelity & Deposit Company of Maryland
 Project Cost: \$689,059.38 Contract Amount: \$858,514.00
 Contact: Justin Czekaj Phone: 330-422-2093
 Contact: Matthew Glass Phone: 330-572-3509

Commerce Park Sanitary Sewer

Description: Sanitary Sewer Installation
Prime X Subcontractor _____
Owner: City of Norton
Engineer: GPD Group

Date Completed: 7/2022
Bonding Company: Fidelity & Deposit Company of Maryland
Project Cost: \$247,109.94 Contract Amount: \$243,440.00
Contact: Robert Fowler Phone: 330-825-7815
Contact: Joshua Slagle Phone: 330-572-3515

Lorain Water Distribution Center Parking Lot

Description: Pavement Repair and Replace
Prime X Subcontractor _____
Owner: City of Lorain
Engineer: City of Lorain

Date Completed: 7/2022
Bonding Company: Fidelity & Deposit Company of Maryland
Project Cost: \$588,880.20 Contract Amount: \$243,823.00
Contact: Adam Pellegrini Phone: 440-204-2003
Contact: Adam Pellegrini Phone: 440-204-2003

ODOT 210491 US422 Slope Slide Repair

Description: Slope Repair
Prime X Subcontractor _____
Owner: ODOT
Engineer: ODOT

Date Completed: 7/2022
Bonding Company: Fidelity & Deposit Company of Maryland
Project Cost: \$270,686.58 Contract Amount: \$283,932.50
Contact: Julie Meyer Phone: 216-584-2160
Contact: Tom Wisniewski Phone: 440-570-3422

SUM- Cleveland Massillon Road (PID 103293)

Description: Road Widening, Roundabout Installation, Waterline/Sanitary Sewer
Prime X Subcontractor _____
Owner: City of Fairlawn
Engineer: AECOM

Date Completed: 7/2022
Bonding Company: Fidelity & Deposit Company of Maryland
Project Cost: \$9,238,810.43 Contract Amount: \$8,133,955.56
Contact: Ernie Staten Phone: 330-668-9500
Contact: Jeff Noble Phone: 330-836-9111

Hampshire Farms Underground Utilities

Description: Underground Utilities
Prime X Subcontractor _____
Owner: Lorain County Commissioners
Engineer: MG Civil Design

Date Completed: 2/2022
Bonding Company: Fidelity & Deposit Company of Maryland
Project Cost: \$1,223,619.00 Contract Amount: \$993,193.00
Contact: Shaun Duffala Phone: 440-329-5586
Contact: Daniel Barcikowski Phone: 216-408-6074

REFERENCE SHEET

Company Name:

TRI MOR CORPORATION

Tax ID # 34-1343671

Business Address:

8530 North Boyle Parkway
Twinsburg, OH 44087

Phone:

330-963-3101

Fax:

330-963-3097

Year of Incorporation

1981

CORPORATE OFFICERS

Neille Vitale
Martin Schlessel
Jason Morris
John R. Morris, III

CEO, Secretary and CFO
President
Vice-President
Treasurer

Contact Regarding Invoice Payments:

Natalie Bernard

Accounts Payable: 330-963-3101 ext. 116 Email: trimorap@trimor.com

BANK REFERENCE

First National Bank
55 Public Square Suite 1460
Cleveland, Ohio 44113

Account #95067906
Contact: Lisa M. Shutack
Phone: 216-331-1893

CREDIT REFERENCES

Shelly Materials
Attn: Gail Green
8920 Grand Canyon Blvd
Twinsburg, OH 44087
Phone: 330-405-5182
Fax: 330-425-3270

Medina Supply
Attn: Catherine Wolfe
2301 Progress St
Dover, OH 44622
Phone: 330-365-5489
Fax: 330-343-2899

HD Supply
Attn: Jana Wallace
10655 Royalton Rd
North Royalton, OH 44133
Phone: 440-230-9704
Fax: 440-237-2054

Sales Volume for Tri Mor Corporation: \$23,000,000

SURETY/BONDING REFERENCE

The Fedeli Group
5005 Rockside Road
Fifth Floor
Independence, OH 44131

Kevin Keller
Senior Vice President
Phone: 216-643-6978
KKeller@thefedeligroup.com

LISTING OF SUBCONTRACTORS

The undersigned offers the following information relative to the subcontractors or related or affiliated companies it intends to employ on this contract if such is awarded. The items and specific amounts of work assigned to each listed subcontract shall also be outlined. Duplicate this sheet as needed.

1. Name of Subcontractor: Trafftech, Inc.
Address: 7000 Hubbard Ave.
City Cleveland State: OH Telephone: 216-361-8808
Description and/or Items of Work: Pavement Markings

Amount: \$ 4,384.00 Percent (%) of Contract: 1.16%

2. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____

Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder: 
Bidder: _____

By: Neille Vitale Title: CEO

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, That we, the undersigned Tri Mor Corporation
8530 North Boyle Parkway, Twinsburg, OH 44087

(Name and Address)

as Principal and Fidelity & Deposit Company of Maryland as Surety, are hereby held and firmly bound

unto City of Beachwood

_____ as Obligee in the penal sum of the dollar amount of

the bid submitted by the Principal to the Obligee on June 12, 2025.
to undertake the Project known as:

2025 Concrete Patch Program

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars (\$_____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and material furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 12th day of June, 2025.

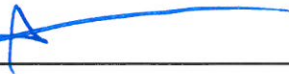
PRINCIPAL:

SURETY:

Tri Mor Corporation

Fidelity & Deposit Company of Maryland

BY:



BY:



Attorney-In-Fact Jill LaBondano

TITLE:

Neille Vitale, CEO

Surety Company Address:

1299 Zurich Way
Schaumburg, IL 60196
P-800-382-2150
F-410-528-2585
ralph.perinne@zurichna.com

Surety Agent's Address:

The Fedeli Group
5005 Rockside Rd., Suite 500
Independence, OH 44131
P-216-328-8080
F-216-328-8081
sbrickman@thefedeligroup.com

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Scott LIPTAK, Sara STARKEY, Kevin S. KELLER, Sharon BRICKMAN, Melanie BLANKENBURG, Jill LABONDANO of Independence, Ohio**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of March, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 12th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of June, 2025



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/12/2025

Effective 04/02/2025

Expires 04/01/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines	Workers Compensation
Boiler & Machinery	
Burglary & Theft	
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Multiple Peril - Commercial	
Multiple Peril - Homeowners	
Other Liability	
Surety	

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$248,444,067, liabilities in the amount of \$45,108,495, and surplus of at least \$203,335,572.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2024

ASSETS

Bonds.....	\$ 181,162,758
Stocks	18,212,825
Cash and Short-Term Investments	2,411,982
Reinsurance Recoverable	20,361,515
Federal Income Tax Recoverable.....	10,150
Other Accounts Receivable	26,284,837
TOTAL ADMITTED ASSETS.....	<u>\$ 248,444,067</u>

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 103,295
Ceded Reinsurance Premiums Payable	45,005,200
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	<u>\$ 45,108,495</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	<u>198,335,572</u>
Surplus as regards Policyholders	203,335,572
TOTAL.....	<u>\$ 248,444,067</u>

Securities carried at \$78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be \$236,552,538 and surplus as regards policyholders \$191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

Signed by:
Laura J. Lazarczyk
-2024-08-01 12:11:04-

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2025.

Katherine R. Schultz
Notary Public



FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto _____ in the penal sum of _____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, _____, enter into a contract with _____, which said contract is made a part of this bond the same as though set forth herein;

Now, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT whereas, the CITY OF BEACHWOOD, OHIO
State of Ohio awarded to _____
(Name of Contractor)

a _____, hereinafter designated as the
(Corporation, Partnership or Individual)
"Principal" a Contract Agreement, a copy of which is hereto attached and made part hereof for
the construction of: _____

Whereas, said Principal is required under the terms of said Contract to furnish a bond in
connection with said Contract Agreement, providing that if said Principal, or any of his or its
subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or
teams used in, upon, for or about the performance of the Work contracted to be done, or for
any Work or labor done thereon of any kind, the Surety on this bond will pay the same to the
extend hereinafter set forth;

NOW THEREFORE, we the Principal and _____ as Surety, are held
and firmly bound unto the CITY OF BEACHWOOD in the penal sum of
_____ DOLLARS (\$_____) lawful money of the
United States, for the payment of which sum well and truly to be made we bind ourselves, our
heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, has or its heirs
executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions,
or other supplies or teams used in upon or about the performance of the Work contracted to
be done or for any labor thereon of any kind, as required by the provisions of all laws of the
State of Ohio to secure the payment of claims of persons employed by contractors upon public
works, and the claim of persons who furnish materials, supplies, teams, implements, or
machinery used or consumed by such contractors in the performance of such work, and
provided that the persons, companies, or corporations so furnishing said materials, provisions,
or other supplies, teams, appliances or power used in, upon, for or about the performance of
the Work contracted to be executed or performed, or any person, company or corporation
renting or hiring teams or implements or machinery or power for or contributing to said Work
to be done, or any person who performs Work or labor upon the same of any person who
supplies both Work and materials therefore, shall have complied with provisions of said laws,
then Surety shall pay the same in or to an amount not exceeding the amount hereinabove set
forth, and will also pay in case suit is brought upon this bond, such reasonable attorney's fee,
as shall be fixed by the Court, awarded and taxed as in the laws of the State of Ohio provided.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under said laws, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement, or to the Work to be performed there under, or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the Specifications.

WITNESS OUR SIGNATURES this ____ day of _____ A.D., 2025

Principal

Surety

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The following certificates are required pursuant to Ohio's Campaign Finance Reform law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporation, or business trust that has been awarded a contract by the City of Beachwood.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with R.C. 3517.13 has been achieved.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood may enter into a contract for goods and/or services with _____ . The undersigned authorized representative of _____ certifies on behalf of _____ that all of the following persons, if applicable, are in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven years of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and _____.

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood may enter into a contract for goods and/or services with _____ ("Company"), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and Company.

ON BEHALF OF COMPANY:

DATE SIGNED:

Note: This form is to be used by a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

STATEMENT OF NON-DISCRIMINATION

Tri Mor Corp. (Company Name) does not discriminate in the workplace based on because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

By:



President/Official Representative
Neille Vitale, CEO

Date:

6/12/2025



March 24, 2025

DIANA HUSTON,
Payroll Administrator
TRI MOR COPORATION
8530 N BOYLE PARKWAY
TWINSBURG, OH 44087

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: March 24, 2025 - September 24, 2025

Dear DIANA HUSTON:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues TRI MOR COPORATION a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for TRI MOR COPORATION to maintain certification status, TRI MOR COPORATION must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which TRI MOR COPORATION has agreed.

Sincerely,

Monica L. Womack
Chief



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00882701

Period Specified Below
07/01/2024 to 07/01/2025

TRI-MOR CORPORATION INC
TRI-MOR CORPORATION
8530 N BOYLE PKWY
TWINSBURG OH 44087-2267



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

**CONTRACT BETWEEN THE CITY OF BEACHWOOD AND CONTRACTOR COMPANY
FOR THE "2025 CONCRETE PATCH PROGRAM" PROJECT**

This CONTRACT is by and between _____ COMPANY, located at _____ ("CONTRACTOR"), and the CITY OF BEACHWOOD, OHIO a municipal corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("CITY");

WITNESSETH:

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on _____ advertised for bids for the work and/or services hereinafter described on _____ and on _____ which bids were due on or before _____ o'clock P.M. on _____, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on _____, at which time Council adopted Ordinance No. _____ approving the bid of the CONTRACTOR ("BID") to be the lowest and best BID and awarding this Contract; and

WHEREAS, the CONTRACTOR expressly represents as a condition precedent to the validity and effect of this Contract, the execution hereof by the CONTRACTOR constitutes its affidavit that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of labor and materials BID upon and to be awarded and performed herein, and was proposed without any connection or common interest in the profits with any undisclosed persons or entity submitting any proposal for the same and that the Contract proposal is in all respects fair and without collusion or fraud; that no employee or official of the CITY is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio including, but not limited to the prevailing wage requirements of ORC 4113; and that the CONTRACTOR shall in no way engage or participate in any form of discrimination on this job.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CONTRACTOR and the CITY agree as follows:

SECTION 1. SCOPE OF WORK

CONTRACTOR shall furnish, deliver, provide and fully pay for all labor, materials, tools and equipment and all related services as may be necessary or required to perform in a good and workmanlike manner and to fully complete the **2025 CONCRETE PATCH PROGRAM** ("Project") for the City of Beachwood, in compliance with the plans and specifications on file with the Clerk of Council of the City of Beachwood, which are incorporated herein by reference.

The work shall commence within ten (10) working days from the date of Notice of Authorization to Proceed and be completed within **45 calendar days** of the Notice of Authorization to Proceed. No sub-contracting and no deviation shall be allowed with respect to changes in scope of work or in costs or in any other respect, unless prior administrative approval in the form of a written Change Order is obtained in advance from the City and is executed by the City Engineer, the Service Director and Finance

Director acting within their authority, absent emergency circumstances jeopardizing the public health, safety or welfare in which event the City can waive this requirement.

All work by the CONTRACTOR shall be performed in accordance with this CONTRACT, the plans and specifications on file with the Clerk of Council of the City of Beachwood, and the BID. The plans and specifications and the BID are specifically incorporated herein as part of this CONTRACT. CONTRACTOR agrees to provide work in accordance with the plans and specifications and the BID. In the event of any conflict between the plans and specifications and the BID, the plans and specifications shall control. In the event of inconsistencies within or between parts of this CONTRACT, or between the plans and specifications and applicable standards, codes, and ordinances, CONTRACTOR shall (i) provide the better quality or greater quantity of work or (ii) comply with the more stringent requirement.

Prevailing wages are applicable to this CONTRACT. CONTRACTOR shall comply with Chapter 4115 of the Ohio Revised Code (Wages and Hours on Public Works). CONTRACTOR is responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this CONTRACT.

SECTION 2. CONTRACT PRICE

CITY shall pay the CONTRACTOR for the performance of this Contract, subject to any additions or deductions approved in accordance with the preceding paragraph, the amount submitted by the CONTRACTOR and accepted by the CITY, to wit _____ (\$ _____) and agreed to by _____ (CONTRACTOR) for the Project on which this Contract is based and pursuant to the Purchase Order issued by the Director of Finance.

All payments shall be made by the Director of Finance of the CITY as progress, retainage or final payments become due upon written and signed acceptance and direction to pay issued by the City's Engineer.

SECTION 3. INDEMNIFICATION

The CONTRACTOR shall indemnify and save the CITY and each and all of its public officials and employees harmless from any and all suits, liens, claims, actions or causes of actions arising out of the performance of this Contract asserted by an individual and/or any entity. Claims to be indemnified shall include, but not be limited to, claims of negligence or any other tort, Contract or any claim of breach thereof, any claim arising out of or based upon any alleged violation of federal, state or local law, statute or ordinance. The CONTRACTOR shall, at his or its own expense, defend the CITY and its officials in all litigation and indemnify the CITY and/or its Law Director and/or the CITY'S insurance carrier for all attorney's fees incurred, judgments and/or awards of damages, court costs and any other expenses arising out of such litigation or claims, whether or not such claim has any validity in fact.

The CONTRACTOR shall take out and maintain during the life of the Contract, such public Liability (Bodily Injury and Property Damage) Insurance as shall protect CONTRACTOR and any subcontractors performing work covered by the Contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the

Contract, whether such operation be by itself or by anyone directly or indirectly employed by either of them. The CONTRACTOR shall maintain coverage of the types and in the amounts as specified below. The policy shall name the City as an additional insured and the City shall be a certificate holder. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance listing the City as an additional insured.

The amounts of such coverage shall be as follows:

BODILY INJURY LIABILITY

EACH PERSON \$1,000,000.

EACH ACCIDENT \$2,000,000.

PROPERTY DAMAGE LIABILITY

EACH ACCIDENT \$1,000,000.

Such insurance shall remain in full force and effect during the life of the contract. The Owner shall receive thirty (30) days prior written notice of policy cancellation.

SECTION 4. WARRANTY

The CONTRACTOR warrants: that it is the sole entity or individual directly or indirectly interested in compensation for the delivery of the labor and materials BID upon, awarded and performed under this Contract; that no subcontractor shall perform any part of this Contract without notice in advance to the City Engineer, and any objection thereto shall be presented first to the Mayor, and then to the Council for resolution; that the proposal made upon which this Contract is based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that the Contract is, on the part of the CONTRACTOR in all respects fair and without collusion or fraud; that no employee or official of the City of Beachwood is directly or indirectly interested therein; that the CONTRACTOR in the performance of this Contract will not violate any laws applicable in the State of Ohio; that the CONTRACTOR will in no way engage in or participate in any form of discrimination.

SECTION 5. COMPLIANCE WITH LAW

The CONTRACTOR shall comply with all laws applicable in the City of Beachwood or the State of Ohio including, but not limited to the prevailing wage requirements of the Beachwood Codified Ordinances, Section 168.20; CONTRACTOR shall not engage or participate in any form of discrimination on the Project.

SECTION 6. COMPONENT PARTS OF CONTRACT

This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage, the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

SECTION 7. DISPUTES

In the event of dispute, the CONTRACTOR first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

SECTION 8. PURCHASE ORDER

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 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 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.

SECTION 9. 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.

SECTION 10. EXECUTION OF CONTRACT

This Contract was executed on behalf of the CONTRACTOR by _____, as authorized by corporate resolution to be furnished on request, and by Justin Berns, Mayor of the City of Beachwood, Ohio, as authorized by the Council of the City of Beachwood, Ohio. This Contract may be executed by electronic mail or facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

SECTION 11. ENTIRE CONTRACT

This is the entire Contract between the parties and shall not be altered except in writing signed by both parties, or except for any changes which the City Engineer is authorized to make in the scope of the project pursuant to the implied and express authority set forth in the Contract. All provisions of this Contract are to be interpreted according to the laws of or applicable to the State of Ohio, and made effective in Beachwood, Ohio.

IN WITNESS WHEREOF, the Parties have executed this Contract the day and year first written below.

_____ **COMPANY**

CITY OF BEACHWOOD

By: _____

By: _____
Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

City Law Department
R. Todd Hunt, Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
(216) 595-5464

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 Tri Mor Corporation Company.



SIGNATURE

Neille Vitale

PRINTED NAME

CEO

TITLE

6/12/2025

DATE



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Vitale, Neille**
Organization: **Tri Mor Corporation**
Date: **6/11/2025 4:20:30 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Industrial Hydraulics, Mr. Ron Baisden	108 S. 2nd St.
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001
Total Deliverance Ministries	105 Spears Court
Vitaoe, John	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CLEVELAND

AFFIDAVIT OF (SUB ORIGINAL) CONTRACTOR

_____, Ohio, _____ 2006

STATE OF OHIO, _____ COUNTY, ss:

being first duly sworn, says that he is

_____, President _____ of _____ the

Sub }
Original } contractor having a contract with _____
the _____for _____ situated
on or around or in front of the following described property: _____

whereof _____ was the owner, part owner or lessee.

Affiant further says that the following shows the names of every sub-contractor in the employ of said
_____ giving the amount, if any, which is due, or to become due, to them, or any of
them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.**NOTE:** This statement must be accompanied by a similar sworn statement signed by each of the
sub-contractors listed below.**SUB-CONTRACTORS**

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every person furnishing machinery, material
or fuel to _____ giving the amount,
if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date
hereof, under said contracts.**MATERIAL MEN**

NAME	TRADE	Amount due or to become due for work and material furnished to date hereof.

Said affiant further says that the following shows the names of every unpaid laborer in the employ of
_____ furnishing labor under said contract, giving the amount, if any,
which is due, or to become due for labor done to date hereof:

Note: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full".
If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

NAME	HOURS	Amount due or to become due for labor furnished to date hereof.	

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done, or machinery, material or fuel furnished to the date hereof, to _____ is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____ Ohio, this _____ day of _____ A.D., 2006.

Notary Public

CERTIFICATE OF MATERIAL MEN

_____ Ohio, _____ 2006

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for _____

_____ situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

NAME	Machinery, materials or fuel and nature of the same.	Commenced Furnishing	Amount due or to become due to date hereof.

**Affidavit of Compliance
PREVAILING WAGES**

I, _____
(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the following period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____ 2006.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Type of Contract _____
Amount of Contract _____

In accordance with the provisions of the above name contract between the Owner and the Contractor, the following names surety:

on the Payment Bond of the following name Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 2006

(Affix corporate
seal here)

(Name of Surety Company)

(Signature of Authorized Representative)

TITLE _____

CONTRACT WITH TRI-MOR CORPORATION FOR THE 2025 CONCRETE PATCH PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

This Contract is entered into by and between TRI-MOR CORPORATION, 8530 North Boyle Parkway, Twinsburg, Ohio 44087 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **May 5, 2025**, advertised for bids for the work and/or services, hereinafter described, on **May 29, 2025 and June 5, 2025** which bids were due on or before **1:00 o'clock P.M. on Thursday, June 12, 2025**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **July 14, 2025**, at which time Council adopted **Resolution No. 2025-** approving the bid of the Contractor to be the lowest and best bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Public Works Director and City Engineer, and as approved by City Council, the Mayor is authorized to enter into this Contract for the 2025 Concrete Patch Program with the Contractor, in an amount not to exceed Three Hundred Seventy-Seven Thousand Eight Hundred Fifty-Three Dollars and No/Cents (\$377,853.00).

2. The Contractor shall provide labor and materials for the 2025 Concrete Patch Program as submitted in its bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a five (5) day 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. 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 shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the 2025 Concrete Patch Program 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. 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 services provided under this Contract, and whether involving employee claims or third-party claims.

8. 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.

9. This Contract consists of this instrument and the component parts attached hereto, all of which are incorporated herein as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage in accordance with the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

10. It shall be the responsibility of Contractor 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 Contractor 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. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

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

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

14. 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.

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

TRI-MOR CORPORATION

CITY OF BEACHWOOD

By:_____

By:_____

Title:_____

Justin Berns, Mayor

Date:_____

Date:_____

Approved as to form:

R. Todd Hunt
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: _____

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 TRI-MOR CORPORATION

SIGNATURE

PRINTED NAME

TITLE

DATE

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: June 17, 2025

RE: Council Agenda Item: RFQ Selection for the Chagrin Resurfacing Project (PID 123485)

The Public Works Staff has completed the review of the submittals by Ohio Department of Transportation (ODOT), pre-qualified engineering firms for the above referenced project. Based on our scoring, we have selected Osborn Engineering as the firm to provide the design services for the City of Beachwood.

Once approved, we will schedule a Fee Proposal Submittal and a General Scope Meeting with ODOT to further discuss the details of the project. The goal is to complete the design in late 2025 and early 2026 with construction starting in 2026 and 2027.

Attached for your review is the proposal from Osborn Engineering. With your permission, I would like to place this on the next Council agenda. Please let me know if you have any questions in regards to the proposal or the project.

INTRODUCED BY:

RESOLUTION NO. 2025-37

A RESOLUTION SELECTING OSBORN ENGINEERING PURSUANT TO A REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN SERVICES FOR THE CHAGRIN BOULEVARD RESURFACING PROJECT (PID #123485); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Public Works Department conducted a qualifications-based selection process in accordance with the Ohio Department of Transportation (ODOT) requirements to evaluate pre-qualified engineering firms for the Chagrin Boulevard Resurfacing Project (PID 123485);

WHEREAS, based on the scoring and evaluation of submittals, the Public Works Director recommends the selection of Osborn Engineering as the most qualified firm to provide design services for the Project;

WHEREAS, the City of Beachwood will proceed to schedule a Fee Proposal Submittal from Osborn Engineering and a General Scope Meeting with ODOT following this selection, with the goal of completing the design in late 2025 or early 2026 and construction beginning in 2026 or 2027.

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

Section 1: Council hereby accepts the recommended selection by the Public Works Director of Osborn Engineering for design services for the Chagrin Boulevard Resurfacing Project (PID 123485) in accordance with ODOT requirements.

Section 2: The Mayor is hereby authorized to take all steps necessary to finalize the engagement of Osborn Engineering for the design phase of this Project.

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

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that the design work must begin promptly to meet ODOT timelines for construction in 2026 or 2027; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 14th day of July, 2025, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 15th day of July, 2025.

Clerk

Approval: I have approved this legislation this 15th day of July, 2025, and filed it with the Clerk.

Mayor

May 12, 2025



Whitney Crook
Beachwood City Hall
25325 Fairmount Blvd
Beachwood, Ohio 44122

Re: City of Beachwood – Chagrin Boulevard Resurfacing RFQ - (PID 123485)

To whom it may concern:

Osborn Engineering is pleased to submit our qualifications for the City of Beachwood – Chagrin Boulevard Resurfacing Project (PID 123485). Our team is comprised of Osborn Engineering as the lead firm providing overall project management and engineering design services, ECS Surveying as surveying subconsultant, Intertek- PSI for geotechnical work, and HZW Environmental for environmental documents.

The City of Beachwood will be able to rely on Osborn, a multi-discipline engineering firm with over 132 years of experience, for a wide variety of municipal and governmental related design services. From past to present, our track record shows that we work well with cities, counties, state agencies, and contractors for the successful completion of our project.

In the following pages you will find our firm history, representative projects, list of key employees with resumes, references and a brief description of our design approach.

We are familiar with the new requirements for federally funded projects directives regarding design consultant and owners' representative selection. We are confident we can serve the city if selected as the engineer of record for this project. We do understand that if the city chooses to use the city engineer as the Engineer of Record, they will need to also select a qualified firm to serve as the owners' representative. The owners' representative requirement is a relatively new directive, and we are currently serving in this role on three separate projects for three cities. We feel we have worked very well with the city engineer in these cities and can do this also for the City of Beachwood.

The Osborn Engineering Team would like to stress that we recognize the value of this contract, both to the individual firms on our Team and to the City. We understand the high level of service that the city expects, and we pledge our continued commitment to provide all our available resources to deliver outstanding results.

We appreciate the opportunity to submit our qualifications and look forward to discussing any questions you may have.

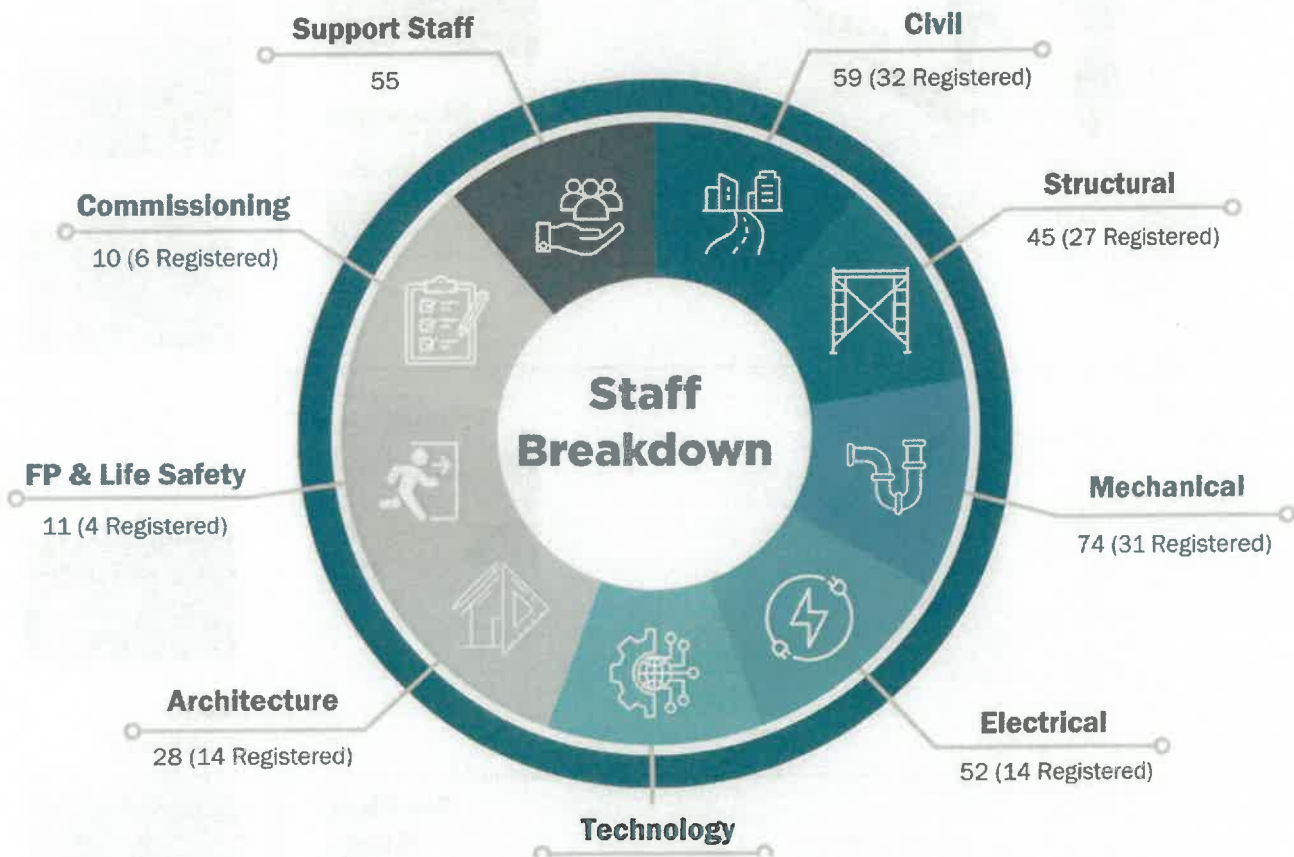
Thank you for your consideration.

OSBORN ENGINEERING


Dan Gerson, PE, PS | Director of Municipal Engineering
dgerson@osborn-eng.com

SERVICES PROVIDED | EQUIPMENT & FACILITIES

Osborn is a fully integrated multi-disciplined design firm that uses a specialized team approach to engineering projects. These teams are comprised of a staff of over 350 professionals that provide designs for all phases of a wide range of projects. Osborn has specialists in civil, structural, mechanical, electrical, plumbing, fire protection, life safety, technology, lighting design, sports fields, **transportation and municipal engineering**, as well as commissioning. As an employee-owned firm, each Osborn employee is committed to education and advancement, ensuring that every project is completed with a sense of pride. Osborn's strength lies with its people. We are innovative thinkers, ready to creatively overcome challenges and push the boundaries of design. **Our mission is to design for your success.**



Osborn Engineering is fully committed to training our staff with the latest computer applications and staying abreast of changing technologies. Some of these technologies include **Adobe Creative Suite | AutoCAD Civil 3D | Revit | Microstation | I Auditor | EPANET | WaterCAD | Navisworks | Cybernet (Haestad Methods)**. For water main system hydraulic modeling, we currently use both the U.S. Bentley's WaterCAD software that pairs with AutoCAD Civil 3D. WaterCAD water distribution modeling software was used on numerous project to verify water main size/pressure for public and private water distribution networks.

SENIOR LEADERSHIP

Douglas S. Lancashire, PE
CEO | President
Years with Firm: 34
Years of Experience: 34
BSME - Georgia Institute of Technology



Scott A. Vura, PE, LEED AP
CFO | Executive VP,
Director of Infrastructure
Years with Firm: 27
Years of Experience: 30
BSCE - The Ohio State University



Jennifer Stull, CPSM
VP, Director of Business Development
Years with Firm: 25
Years of Experience: 25
BSA - Heidelberg University
MBA - Myers University



Aaron Lobas, PE, SE
VP, Director of Great Lakes
Years with Firm: 11
Years of Experience: 26
BSCE & MS - Cleveland State University



Todd Brandt, NCARB, ICC, LEED AP
VP, Director of Architecture
Years with Firm: 5
Years of Experience: 29
BA Architecture & Master of Architecture - Washington University



BOARD OF DIRECTORS



Gary F. Hribar
Chairman of the Board
Years with Firm: 12
Years of Experience: 42
BSCE - Ohio University

PROJECT EXPERIENCE

City of Akron - East Market Street Redevelopment at Goodyear | Akron, OH

Osborn provided engineering services for the rehabilitation of approximately 2,700' of pavement, curb and sidewalk on East Market Street from the Kelly Avenue Bridge to 124' past Fulton Street in Akron.

The project was a design-build streetscape project for the City of Akron along with IRG the private developer of the Goodyear HQ. The project took concept plans developed by another engineering firm, corrected and further developed the plans to be consistent with the vision of the Architect. The project consisted of adjusting the profiles to match the building thresholds to make the adjacent building ADA compliant, new curbs, waterline replacement, drainage, pavement, added a dedicated bike lane, LED lighting and signals. Decorative concrete was utilized to enhance the sidewalk in areas and to highlight road-way intersections and crosswalks.

The project had a fast track design and review process in order to complete the first phase in a timely manner. Much coordination was needed to be performed between the CM, developer, several city departments, utility companies and the transits agency.

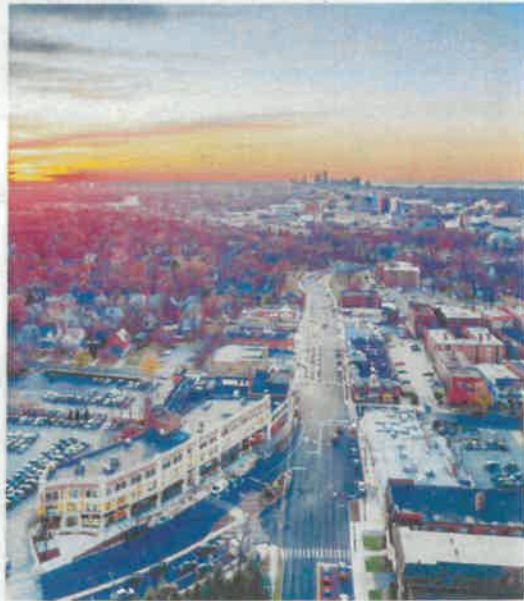
City of Cleveland - MLK Drive Rehabilitation | Cleveland, OH

Osborn was the lead design engineer for the rehabilitation of Martin Luther King Jr. Drive from Kinsman Road to Shaker Boulevard in the City of Cleveland. The project length was approximately one mile. Work included the rehabilitation and/or repair of the existing pavement, new sidewalks, new curbs, new curb ramps and landings, new driveway aprons, new roadway drainage, traffic signal upgrades, new pavement markings and signing, and maintenance of traffic.

City of Cleveland Heights - Cedar-Fairmount Avenue Streetscape | Cleveland Heights, OH

The City of Cleveland Heights embarked upon a streetscape improvement for the Cedar-Fairmount Core District project area that is defined on the west by the intersection of Euclid Heights Boulevard and Cedar Roads and on the east by the intersection of Norfolk and Cedar Roads. The project was bounded to the north by the sidewalk areas along Cedar Road and the necessary portions of Lennox and Surrey Roads' sidewalks to tie into existing conditions extending north from Cedar, and the south boundary included the sidewalk areas along Cedar Road and the southern side of Fairmount Boulevard between Cedar Road and the drive entrance to the City's parking lot.

Osborn performed a topographic, utility and existing condition survey of the study area. City Architecture team developed a comprehensive streetscape design that complements the character of the Cedar-Fairmount District, celebrates this historically important commercial corridor, and strengthens the community with an infrastructure project that provides greater neighborhood identity.



Osborn coordinated their efforts not only with the City of Cleveland Heights, but also ODOT as the review agent and the City of Cleveland due to the multi-purpose path terminating at the corporation limits. The project team assisted the City of Cleveland Heights in preparing a bid package to be used for the public bidding process.

ODOT PREQUALIFICATIONS

ODOT Prequalifications			
Basic Traffic Signal Design	✓		
Bicycle Facilities and Enhancement Design	✓		
Bridge Design Level 1	✓		
Bridge Design Level 2	✓		
Bridge Inspection Level 1	✓		
Construction Engineer Level 1	✓		
Construction Engineer Level 2	✓		
Construction Management Firm	✓	✓	
Cost Accounting - Unlimited	✓		
Environmental Documentation Preparation CE			✓
Geotechnical Drilling Inspection Services		✓	
Geotechnical Engineering Services		✓	
Geotechnical Field Exploration Services		✓	
Geotechnical Testing Laboratory		✓	
Highway Lighting Design	✓		
Highway Lighting Design - Limited	✓		
Interchange Operations / Modification / Justification Study (IOS/IMS/IJS)	✓		
Regulated Materials Review		✓	
Roadway Design - Complex	✓		
Roadway Design - Non-Complex	✓		
Safety Study	✓		
Traffic Signal System Design	✓		

PROJECT MANAGER & KEY STAFF



Dan Gerson, PE, PS

Project Manager | 32 Years of Experience



Education

BS Civil Engineering,
Cleveland State
University

Registrations

Professional Engineer
(OH PE.69404)

Professional Surveyor
(OH PS.8137)

Dan has worked in civil engineering for over 32 years and is a Professional Engineer and Surveyor in the State of Ohio. He has a broad range of skills from site engineering and design in commercial, municipal and residential clients to land surveying. Dan has been involved in a broad spectrum of projects ranging from studies and reports to final construction plans and specifications. His background includes a wide variety of site improvement, stormwater management and municipal engineering projects.

Relevant Experience

- City Engineer, Seven Hills, Ohio
- City of Middleburg Heights - Smith Road Resurfacing
- City of Sandusky - Columbus Avenue Reconstruction
- City of Independence - Logano Dr. Reconstruction
- City of Middleburg Heights - Southland Redevelopment - Smith Road Rehabilitation



Dennis Albrecht, PE

Principal In Charge | 33 Years of Experience



Education

BS Civil Engineering,
Cleveland State
University | IBTTA
Leadership Academy

Registrations

Professional Engineer
(OH PE.60544)

Certified Claims
Specialist – State of
Ohio (Constr Contracts)

Dennis is a veteran project manager and administrator who has experience in a wide variety of state and municipal transportation, roadway, water, sewer, traffic, and safety projects. Dennis is experienced with the ODOT design development process and approvals and is sensitive to the needs and concerns of the local communities and all project stakeholders.

Relevant Experience

- City of Middleburg Heights - Smith Road Resurfacing
- City of Middleburg Heights - Smith Road Rehabilitation
- City of Sandusky - Columbus Ave Reconstruction
- City of Cleveland - E. 131st Street Rehabilitation: Miles Ave to Union Ave
- City of Cleveland - East 66th Street Reconstruction



Jason McKenney PE

Environmental Engineer | 22 Years of Experience



Education

BS, Environmental Science, University of Idaho

Hocking College, Associate Degree of Applied Science, 1999, Fish and Wildlife Management

Jason's primary tactical, technical, and administrative project lead responsibilities consist of project budgeting, proposals, client debriefs, project billing, and regulatory compliance. In addition, Jason performs biocriteria and ecological studies, preliminary ecological assessments, and wetland delineations using the United States Army Corps of Engineers' methodology and Ohio Environmental Protection Agency's (OEPA's) assessment protocol. Jason prepares and coordinates Corps' Section 404 and OEPA Section 401 permits for disturbed and non-disturbed sites as well as provides site planning and remediation assistance. Jason develops, implements, and monitors private wetland/stream mitigation areas and Interagency Review Team (IRT) approved mitigation banks.

Relevant Experience

- LOR-Black River Bikeway Phase 4C PID 89361
- Geauga County FSMF PID 102180

Chase Sommers, PS

Surveyor
6 Years Experience

Education

BS Surveying and Mapping, University of Akron



Registrations

Professional Surveyor (PS 8883)

Relevant Experience

Chase provides project planning and implementation, project scoping and budgeting, and quality assurance/quality control. He plays a key role in overseeing the review process for all boundary related projects and provides expertise in the areas of corridor surveying and mapping, boundary surveying, ALTA/NSPS Land Title Surveys, topographical surveys, subdivision design, construction layout and staking, and legal description preparation.

Pankajaa Gautam

Geotech Engineer
3 Years Experience

Education

Youngstown State University, BSCE 2022



Relevant Projects

- Main Water Transmission, Eastlake, OH
- Mines Road SE Widening, Warren, OH
- 7 Hills Pavement Investigation, 7-Hills, OH
- Bailey Road Resurfacing, Cuyahoga Falls, OH

PROJECT APPROACH

Design Approach

We are pleased to offer our professional design approach for this improvement. The project includes the resurfacing of approximately 12,000 feet of Chagrin Boulevard in the City of Beachwood and the Village of Highland Hills, Ohio. The project is a highly traveled road that runs generally east/west direction and ranges approximately 48 – 64 feet in width depending on the location along the project route.

Osborn Engineering will provide Preliminary Engineering documents through Final Construction documents for roadway resurfacing, maintenance of traffic, ADA curb ramp updates and other associated design related needs. We've partnered with ECS Surveying for field survey base mapping and control for the project, Intertek – PSI for geotechnical data for the project and HZW for environmental documentation.

As this project is a relatively large resurfacing project, we feel that submission of 3 stage submittals for the project would be needed to keep the project on track. As such we have recommended that Stage 1, 2, and 3 be submitted separately for the design submittal, with the final submittal being final tracings to the City of Beachwood and ODOT.

Initial Review

From an initial review of the road resurfacing there appears to be about 40 curb ramps along the route. Of the 40 curb ramps we anticipate that 30 will need to be reconstructed. The road surface appears to be in fair condition. There are a number of locations that will require full depth repair and curb replacement.

Site Walk

We will perform a detailed walkthrough of the project limits. The walkthrough will be used to identify curb ramps that will need to be rebuilt due to deficiency. These curb ramps will be identified as needed to be reconstructed and as such will not require verification of their specific in-place deficiencies but instead will need survey data of the surrounding location to be able to be designed in accordance with ADA compliance. In addition to identifying curb ramps that are deficient, the walk through will also identify curb ramps that are correct and do not require rebuild. These ramps will be surveyed and shown as correct.

During the site walkthrough we will identify curb repair locations, potential base repair locations based on visual pavement deterioration and finally a visual verification of catch basins that may require reconstruction instead of a standard casting adjustment during construction.

This early walkthrough allows the design to focus on needed repairs and allows the plans to better identify work to be performed and this translates into a more accurate engineers estimate and details.

Environmental

The Osborn Environmental team lead by HZW will focus on preparing an Ecological Survey, an RMR Screening and a Cultural Resources record check as required for a C1 Level Ecological Environmental Document per OSOT guidance. If needed HZW will assist or perform any public involvement activities associated with this project.