

# CITY OF *Beachwood*

Beachwood City Council Organizational Meeting  
Monday, January 5, 2026, 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. **Ceremonial Administration of the Oath of Office by the Honorable Francine B. Goldberg, Judge to:**  
Mayor Justin Berns
3. **Ceremonial Administration of the Oath of Office by Paul Jacobs to:**  
Councilwoman Alex Jacobs
4. **Ceremonial Administration of the Oath of Office by Noah Isaacson to:**  
Councilman Alec Isaacson
5. **Ceremonial Administration of the Oath of Office by Hedy Rapaport to:**  
Councilman Pete Smith
6. **Motion to Elect President of Council**  
Administration of Oath of Office to President of Council by Mayor Berns
7. **Motion to Elect Vice President of Council**  
Administration of the Oath of Office to Vice President by Council President
8. **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)**
9. Reports
  - a. Mayor
  - b. Council Member (non-agenda items)
  - c. Department Directors

## **Consent Agenda**

### **Approval of Minutes**

Regular City Council Meeting held on December 15, 2025

### **Ordinances**

1. **2026-1**

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. **2026-1**

A Resolution re-appointing the Law Firm of Roetzel & Andress LPA and Attorney R. Todd Hunt, Esq. as Law Director for the City of Beachwood; and declaring this to be an urgent measure

2. **2026-2**

A Resolution re-appointing Harvey S. Rose as Auditor for the City of Beachwood; and declaring this to be an urgent measure

3. **2026-3**

A Resolution re-appointing Nathalie E. Supler as Assistant Law Director for the City of Beachwood; and declaring this to be an urgent measure

4. **2026-4**

A Resolution re-appointing Matthew A. Kurz as Assistant Law Director for the City of Beachwood; and declaring this to be an urgent measure

5. **2026-5**

A Resolution re-appointing Whitney M. Crook, MMC, OCPM as Clerk of Council for the City of Beachwood; and declaring this to be an urgent measure

6. **2026-6**

A Resolution re-appointing Veronica Muth as Assistant Clerk of Council for the City of Beachwood; and declaring this to be an urgent measure

### **Administration of the Oath of Office by Council President to:**

R. Todd Hunt, Law Director  
Harvey S. Rose, Audit Director  
Nathalie E. Supler, Assistant Law Director  
Matthew A. Kurz, Assistant Law Director  
Whitney M. Crook, Clerk of Council

**Consent Agenda (continued)**

**7. 2026-7**

A Resolution confirming the re-appointment of Brian Roenigk as Building Commissioner for the City of Beachwood; and declaring this to be an urgent measure

**8. 2026-8**

A Resolution confirming the re-appointment of Derek Schroeder as Community Services Director for the City of Beachwood; and declaring this to be an urgent measure

**9. 2026-9**

A Resolution confirming the re-appointment of Catherine Bieterman as Director of Economic Development for the City of Beachwood; and declaring this to be an urgent measure

**10. 2026-10**

A Resolution confirming the re-appointment of Larry A. Heiser as Finance Director for the City of Beachwood; and declaring this to be an urgent measure

**11. 2026-11**

A Resolution confirming the re-appointment of Chris Arrietta as Public Works Director for the City of Beachwood; and declaring this to be an urgent measure

**Administration of the Oath of Office by Mayor Berns to:**

Daniel Grispino, Chief of Police  
Steve Holtzman, Fire Chief  
Brian Roenigk, Building Commissioner  
Derek Schroeder, Community Service Director  
Catherine Bieterman, Economic Development Director  
Larry A. Heiser, Finance Director  
Chris Arrietta, Public Works Director

**New Business (Regular Agenda)**

**Resolutions**

**1. 2026-12**

A Resolution accepting the Second Amendment to the Declaration of Restrictions for Pavilion Shopping Center; and declaring this to be an urgent measure

**2. 2026-13**

A Resolution accepting a Certain Bid from JAB Supply Corporation for Ready-Mix Concrete for 2026; and declaring this to be an urgent measure

**3. 2026-14**

A Resolution authorizing the Purchase of Pool Pumps for the City of Beachwood; waiving competitive bidding; and declaring this to be an urgent measure

**New Business (Regular Agenda continued)**

**4. 2026-15**

A Resolution authorizing the Mayor to purchase three (3) 2026 Ford Explorer Police Interceptor Vehicles for the Police Department from Montrose Auto Group, to accept the quotation from Hall Public Safety Co. for the upfitting of the three (3) vehicles, to accept a quotation from Classic Designs for the Installation of Graphics on the Vehicles, waiving competitive bidding; and declaring this to be an urgent measure

**Reception to follow City Council Meeting in the City Hall Atrium**

**Any other matters coming before City Council**

**Adjournment**

**Next Regular Council Meeting will be held on: Tuesday, January 20, 2026 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Jillian DeLong, Alec Isaacson,  
Alex Jacobs, Danielle Shoykhet, Peter L. Smith  
Ali B. Stern, June E. Taylor  
Clerk of Council: Whitney M. Crook, MMC, OCPM**

# CITY OF *Beachwood*

**REGULAR CITY COUNCIL MEETING MINUTES  
MONDAY, DECEMBER 15, 2025, 7:00 PM  
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,  
25325 FAIRMOUNT BOULEYARD,  
BEACHWOOD, OHIO 44122**

Called to order at 7:01 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

Absent - Ms. Taylor

Others Present - Mayor Berns, Mr. Arrietta, Police Chief Grispingo, Mr. Heiser, Fire  
Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk, Mr. Rose, Ms. Rutkowski,  
Mr. Schroeder, Mr. Smerigan, Ms. Turick

2. Reports

**a. Mayor**

Mayor Berns thanked the Public Works Department employees for their work during the recent inclement weather. He then offered remarks recognizing the contributions of outgoing City Councilman Josh Mintz and acknowledged the service of outgoing Board and Commission members whose terms have expired. Mayor Berns also recognized Council President Isaacson, whose term as Council President has expired and who will continue to serve on Council.

**b. Council Members (non-agenda items)**

Council President Isaacson reflected on the accomplishments of the past year and expressed appreciation for the collective efforts of Council and the Administration.

**c. Department Directors**

Mr. Arrietta thanked the Mayor for his remarks recognizing the Public Works employees and their snow removal efforts. He also announced that the deadline for *Plows for Hunger* has been extended through December 22, 2025, and stated that he looks forward to additional donations. Mr. Arrietta then thanked Mr. Mintz for his service as Public Works Committee Chair and acknowledged his contributions.

Mr. Rose took his time during remarks to also thank Council President Issaacson and Mr. Mintz for their contributions as President and Councilmember.

3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) 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.

## Consent Agenda

Approval of Minutes:

**Committee of the Whole Meeting held on December 1, 2025**

**Regular City Council Meeting held on December 1, 2025**

## Ordinances

### 1. 2025-48

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 replacement of pool pumps and drain line at the Beachwood Aquatic Center per BCO 121.09 and ORC 7.16

2. A Motion authorizing the Clerk of Council to advertise for Bids for the Installation of a new roof at the Beachwood Public Works per BCO 121.09 and ORC 7.16

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

### Voice Vote

### On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

### Voice Vote

### On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

**New Business (Regular Agenda)**

**Ordinances**

**1. 2025-49**

An Ordinance Amending Beachwood Codified Ordinance Section 121.01 titled "Rules of Procedure" and Beachwood Codified Ordinance Section 121.12 titled "Standing Committees of Council; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**2. 2025-50**

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2025 (January 1, 2025 to December 31, 2025, inclusive); and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**3. 2025-51**

An Ordinance declaring Certain Property used by the Public Works Department as Surplus Property no longer needed for a Public Use and authorizing its sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Resolutions**

**1. 2025-80**

A Resolution authorizing the Mayor to accept a Quotation from Ports Petroleum Co., Inc. for the purchase of Petroleum or the City of Beachwood; and declaring this to be an urgent measure

Ms. Shoykhet will recuse herself due to a professional relationship

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

**Voice Vote**

**On the Suspension:**

Yes: 5  
No: 0  
Abstain: 0  
Not Voting: 1  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 5  
No: 0  
Abstain: 0  
Not Voting: 1  
MOTION ADOPTED

**2. 2025-81**

A Resolution authorizing the Mayor to renew an Agreement with Veritone, Inc. for Redaction Software Services for the City of Beachwood; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**3. 2025-82**

A Resolution accepting a Proposal for the purchase of Copier Equipment for the City of Beachwood; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Voice Vote**

**On the Adoption:**

Yes: 6  
No: 0  
Abstain: 0  
Not Voting: 0  
MOTION ADOPTED

**Correspondence**

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

No objection

**Recognition of Service – Council and Boards & Commissions:**  
Mayor Berns and City Council will honor **Councilman Joshua Mintz**  
for his distinguished service to the City of Beachwood.

Mayor Berns and City Council will also recognize **Alwyn Chao, Rochelle Hecht, and Natalie Keyerleber**, who have served on the City's Stormwater Commission and Planning & Zoning Commission for their commitment and contributions to the community.

Eric Synenberg  
Mr. Synenberg made remarks

Rochelle Hecht  
Ms. Hecht made remarks

Josh Mintz  
Mr. Mintz made remarks

**Reception to follow City Council Meeting in the City Hall Atrium**

### **Adjournment**

Adjourn to the next Regular City Council Meeting at 7:53 PM

Approved:

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Clerk

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Mayor

Next Regular Council Meeting will be held on: Monday, January 5, 2026 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:  
[www.BeachwoodOhio.com](http://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**

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:

<b>For Supplies and Services</b>	<b>January 5th, 2026</b>	<b>\$</b>	<b>37,878.53</b>
JustFOIA-MCCI	Law Invoice	\$	7,965.03
Roetzel	Legal Services	\$	29,038.50
Michael Wildermuth	Plan Review Services	\$	875.00

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 5th of January 2026 and presented to the Mayor.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6th day of January 2026 and filed it with the Clerk.

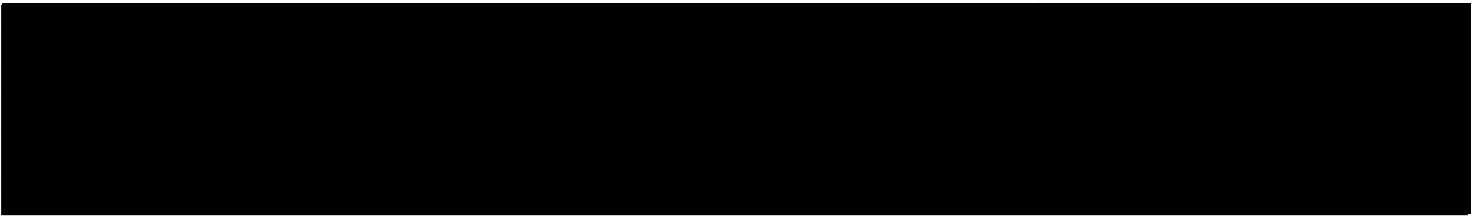
\_\_\_\_\_  
Mayor

<b>Bill To:</b> City of Beachwood Attention: Accounts Payable Attn: Accounts Payable Beachwood, OH 44122	<b>Invoice Number</b>	FINANCE DEPT RN26293
	<b>Invoice Date</b>	12/9/2025
	<b>PO Number</b>	
	<b>Payment Terms</b>	Net 30
	<b>Customer ID</b>	BEACHWDOH01
	<b>End Customer ID</b>	CityofBeachwoodOH

**Reference:** Annual Billing for 2026-2027

JustFOIA Pro Renewal Coverage Period: 2/20 - 2/19

Description	Extended Amount
Subscription (JF)	
<b>Product Group Total</b>	\$7,965.04
Subtotal	\$7,965.03
Downpayment Applied	-\$0.00
Sales Tax	\$0.00
Total Due	\$7,965.03



3717 Apalachee Parkway, Suite 201  
 Tallahassee, FL 32311

*Law*  
 APPROVED FOR PAYMENT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

P/O: \_\_\_\_\_

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]

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For Professional Services Rendered

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CITY OF BEACHWOOD  
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PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE  
Invoice: 1525297  
Client/Matter: 144096.0003  
Billing Atty: RTH  
November 25, 2025

**Re: ROUTINE LEGAL SERVICES**

Invoice Total

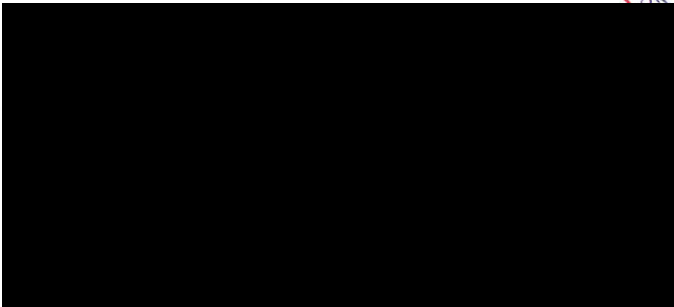
\$ 11,055.00

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



BY: [Signature]  
DATE: 12/1/25  
P/O: [Signature]  
APPROVED FOR PAYMENT  
20166

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NUMBER ON REMITTANCE

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Client/Matter: 144096.0005  
Billing Atty: RTH  
November 25, 2025

Re: SPECIAL LEGAL SERVICES

Invoice Total

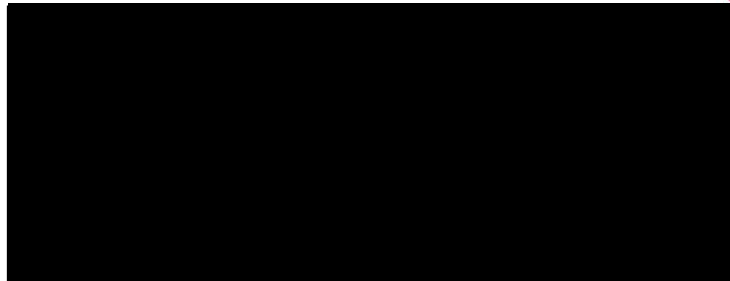
\$ 201.00

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BY: [Signature]  
DATE: 12/4/2025  
P/O: [Signature]  
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1525298-00166

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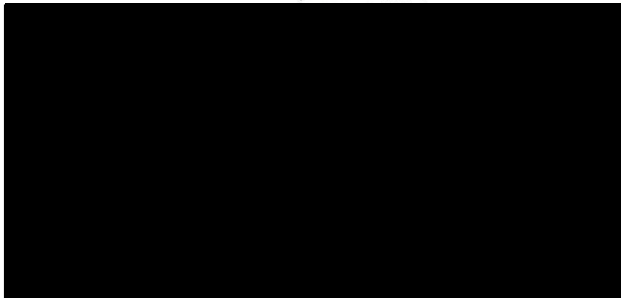
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NUMBER ON REMITTANCE  
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Client/Matter: 144096.0010  
Billing Atty: RTH  
November 25, 2025

Re: [REDACTED]

Invoice Total \$ 102.00

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P/O: 2025-00166  
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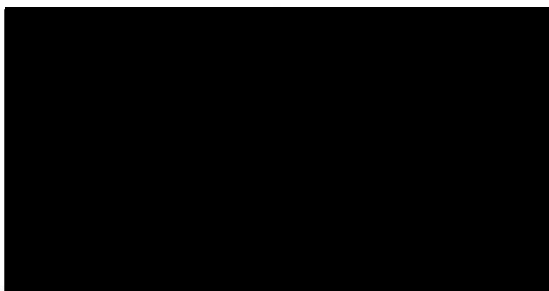
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Client/Matter: 144096.0011  
Billing Atty: RTH  
November 25, 2025



Invoice Total \$ 1,215.50

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Client/Matter: 144096.0012  
Billing Atty: RTH  
November 25, 2025

Re: [REDACTED]

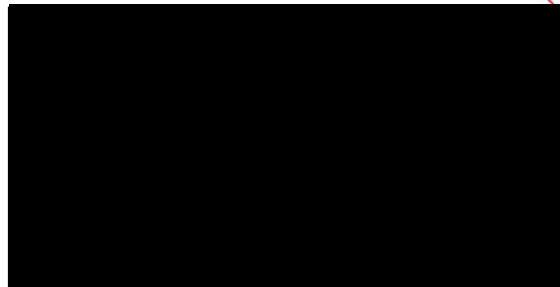
Invoice Total

\$ 2,680.00

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BY: *[Signature]*  
DATE: 12/4/2025  
P/O: 2025-00166  
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NUMBER ON REMITTANCE

Invoice: 1527688  
Client/Matter: 144096.0003  
Billing Atty: RTH  
December 5, 2025

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 7,507.50

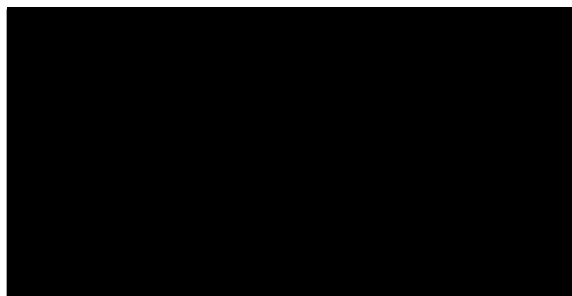
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For Professional Services Rendered

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

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE

Invoice: 1527689  
Client/Matter: 144096.0004  
Billing Atty: RTH  
December 5, 2025

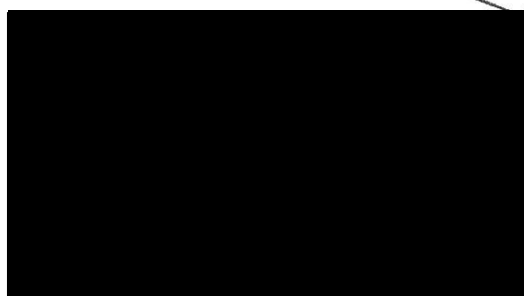
Re: EXCESS ROUTINE LEGAL SERVICES

Invoice Total \$ 390.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

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



BY:  APPROVED FOR PAYMENT  
DATE: 12/19/2025  
P/O: 2025-00166

You can process payments online at [www.ralaw.com/about#online\\_payment\\_center](http://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

DEC 09 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: 1527690  
Client/Matter: 144096.0010  
Billing Atty: RTH  
December 5, 2025

Re: 

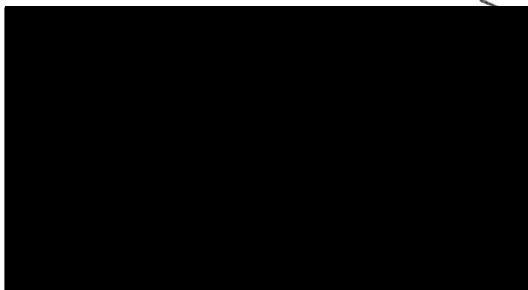
Invoice Total

\$ 229.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,  
EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

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



BY:  APPROVED FOR PAYMENT  
DATE: 12/19/2025  
P/O: 2025-00166

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RECEIVED

DEC 09 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]

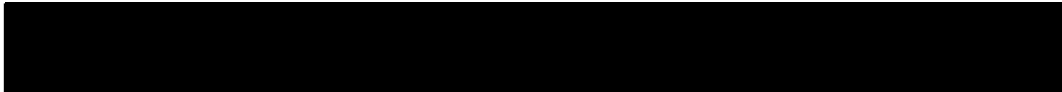
**REMITTANCE PAGE**

For Professional Services Rendered

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

PLEASE INDICATE INVOICE  
NUMBER ON REMITTANCE

Invoice: 1527691  
Client/Matter: 144096.0011  
Billing Atty: RTH  
December 5, 2025



Invoice Total

\$ 67.00

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: 12/19/2025  
I/O: 2025-00166

**Please Note New Wiring Instructions**

Wire/ACH Instructions:  
PNC Bank, NA  
1 Cascade Plaza  
Akron, OH 44308

ACH/Wire Routing Number 041000124  
Account Number 4130090751

You can process payments online at [www.ralaw.com/about#online\\_payment\\_center](http://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

DEC 09 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: 1527692  
Client/Matter: 144096.0012  
Billing Atty: RTH  
December 5, 2025

Re: 

Invoice Total

\$ 4,388.50

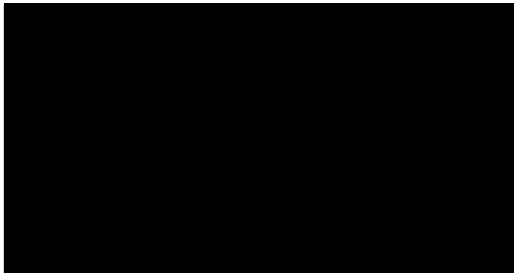
GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT [ramail@ralaw.com](mailto:ramail@ralaw.com)

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

BY:  APPROVED FOR PAYMENT  
DATE: 12/9/2025  
P/O: 2025-00166



You can process payments online at [www.ralaw.com/about#online\\_payment\\_center](http://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.

DEC 09 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: 1527693  
Client/Matter: 144096.0013  
Billing Atty: RTH  
December 5, 2025

Re: [REDACTED]

Invoice Total

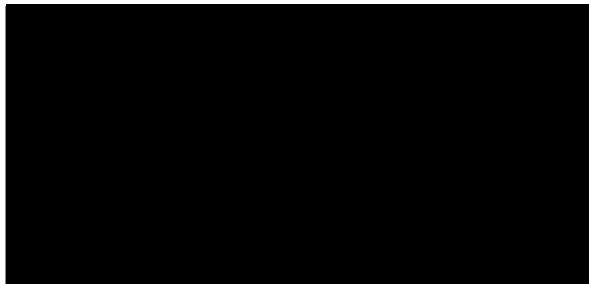
\$ 1,202.50

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] APPROVED FOR PAYMENT  
DATE: 12/19/2025  
P/O: 2025-02166



You can process payments online at [www.ralaw.com/about#online\\_payment\\_center](http://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.



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED  
DEC 05 2025  
FINANCE DEPT

November 4, 2025

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

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


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

Plan Review for the month of November 2025.....	<u>\$875.00</u>
Cost Breakdown Sheet Attached	
<b>Total amount due.....</b>	<b><u>\$875.00</u></b>

Respectfully,

*Michael H. Wildermuth*

Michael H. Wildermuth, AIA  
Master Plans Examiner

**APPROVED FOR PAYMENT**  
 BY:   
 DATE: 12.3.25  
 P/O: \_\_\_\_\_

783 Deposit \$375  
101 General \$500

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

Nov. 2025 Beachwood Plan Review				
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2541-PH 11/17/2025	2025-14303	BASF WHSE FNDTN Phased	3.0 H	\$375.00
CB2542-1 11/17/2025	2025-08694	Active Day - .23294 Comm Pk FA	2.0 H	\$250.00
CB2543-1 11/24/2025	2025-08869	Pointe East T2 27500 Cedar FP	2.0 H	\$250.00
		<b>Total</b>	<b>7.0 H</b>	<b>\$875.00</b>

INTRODUCED BY:

RESOLUTION NO. 2026-1

A RESOLUTION RE-APPOINTING THE LAW FIRM OF ROETZEL & ANDRESS LPA AND ATTORNEY R. TODD HUNT AS LAW DIRECTOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5(3)(F)(1), and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director; and

WHEREAS, the Law Director and Assistant Law Director(s) play a vital role in providing legal advice and representation to the City and ensuring compliance with all legal and administrative requirements; and

WHEREAS, Council desires to re-engage the firm of Roetzel & Andress LPA and Attorney R. Todd Hunt as Law Director for the City of Beachwood, Ohio. Mr. Hunt possesses the necessary experience, knowledge, and qualifications to fulfill the duties of Law Director in accordance with the Charter and applicable laws.

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

Section 1: The law firm of Roetzel & Andress LPA and Attorney R. Todd Hunt are hereby re-appointed as Law Director for the City of Beachwood in accordance with Articles III and V of the Charter for a term through the next Organizational Meeting of Council in 2027 to perform all the duties of the Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

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 the employment provided herein is needed for the continued and proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**AGREEMENT BETWEEN**  
**CITY OF BEACHWOOD, OHIO**

**AND**

**THE LAW FIRM OF ROETZEL & ANDRESS LPA**

**FOR**

**LAW DIRECTOR SERVICES AND SPECIAL LEGAL SERVICES**

This Agreement is for legal services between the City of Beachwood, an Ohio municipal corporation (“City”), and the law firm of Roetzel & Andress, LPA (“Roetzel”), **effective January 6, 2026** (each, a “Party,” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, pursuant to Article V, Section 2 of the City Charter, on April 18, 2024, the City of Beachwood Council adopted Ordinance No. 2024-50 appointing the law firm of Roetzel & Andress, LPA to serve as the City’s Law Director and approving R. Todd Hunt, a shareholder at the law firm, to be the attorney in the position of Law Director for the City and for he and the law firm to perform routine legal services and special legal services on an as-needed basis;

**WHEREAS**, the Agreement that was entered into by the Parties, pursuant to City Council Ordinance No. 2024-50, became effective on May 1, 2024, and was to expire upon the City Council’s annual Organizational Meeting on January 6, 2025 but it was extended by Council Ordinance No. 2024-85 under the same terms and to expire upon the City Council’s annual Organizational Meeting in January 2026;

**WHEREAS**, pursuant to Council Ordinance No. 2026-\_\_, the Parties propose to enter into the within Agreement.

**NOW, THEREFORE**, intending to be bound by this Agreement, the Parties agree as follows:

1. **Appointment Confirmation.** Pursuant to formal action by the City Council through Ordinance No. 2026-\_\_, the law firm of Roetzel & Andress, LPA and its shareholder attorney, R. Todd Hunt, have been duly reappointed as the City’s Law Director effective January 6, 2026.
2. **Term.** The term of this Agreement shall commence on January 6, 2026, and shall be for a term which runs through the Council’s annual Organizational Meeting in 2027, as provided for in Article III, Section 2 of the City Charter. However, either Party may terminate this Agreement upon providing thirty (30) days’ written notice of its intent to terminate to the other Party.

3. **Employment Status.** R. Todd Hunt and all other attorneys employed by Roetzel who provide legal services to the City shall not be employees of the City and the provision of professional legal services shall be solely pursuant to the provisions of this Agreement.
4. **Routine Legal Services.** Except as otherwise provided herein, R. Todd Hunt and Roetzel agree to provide the following Routine Legal Services at the rates provided herein:
  - (a) Attending all regular and special Council meetings, except as otherwise directed by the Council, and Council Committee meetings, as requested;
  - (b) Attending City board and commission meetings to provide legal advice, upon the request of the Mayor or Chair of the board or commission;
  - (c) Drafting ordinances and resolutions upon request of Councilmembers and/or the Mayor;
  - (d) Researching and drafting legal memoranda as requested by the Council or the Mayor;
  - (e) Providing legal advice to City officials on a daily basis, as necessary;
  - (f) Responding to inquiries to and from the City;
  - (g) Attending meetings and discussions with City, County, State and Federal officials and other governmental officials that are unrelated to “Litigation” and “Special Legal Services”, as defined below; and
  - (h) Reviewing and approving contracts, ordinances, resolutions, and any other written documents, as requested by the Council, the Mayor, or Directors. This shall not encompass significant revision or any required extensive drafting of such documents.
5. **Special Legal Services.** The following types of work shall not be “Routine Legal Services” but shall be treated as “Special Legal Services” subject to the rates set forth in Paragraph 8 of this Agreement:
  - (a) Personnel matters that involve investigations and/or pre-disciplinary conferences or union employee matters;
  - (b) Labor union negotiations;
  - (c) Revisions to the City’s personnel policy manual or similar such documents;
  - (d) Applications before the Planning and Zoning Commission that require extensive legal review, including review of or drafting of documents, such

as easements or deed restrictions, bonds or guarantees, or homeowners' association documents, and acting as an advocate for a position before the Commission;

- (e) Drafting and/or negotiation of substantial or specialized contracts/agreements and extensive drafting or re-drafting of significant new provisions or revisions/amendments to the Codified Ordinances or the Charter;
- (f) Real estate development project reviews and tax incentives/financing matters related thereto; significant real estate transactions; and
- (g) Large public records request reviews, etc.

6. **Compensation for Routine Legal Services.** R. Todd Hunt shall perform Routine Legal Services for the City at an hourly rate of \$300 per hour.

For "Excess Routine Legal Services", which includes hours worked by other attorneys other than R. Todd Hunt and paralegals at Roetzel, the rates shall be \$300 per hour for shareholders (partners) and \$250 per hour for associates. Paralegal time shall be charged at the rate of \$120 per hour.

7. **Litigation.** "Litigation" is defined as all work performed in preparing or conducting pleadings, discovery or any motion practice, and attendance at hearings, trials, oral arguments, or other events before judges, juries, magistrates, arbitrators, mediators, or court staff members, and all post-judgment/decision activities, including all appellate work. "Litigation" also includes all work performed in response to Ohio Revised Code Chapter 2506 appeals and proceedings before administrative agencies bodies such as the OCRC, EEOC, and other agencies or bodies, other than those of the City. "Litigation" shall not include routine services regarding workers compensation matters (e.g., an evaluation of a claim or conference with the City's TPA) but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court. All rates for Litigation shall be \$350 per hour for partners/shareholders and \$260 per hour for associate attorneys, unless the City and Roetzel agree to a higher rate depending upon the complexity of the Litigation. For Litigation, paralegals of Roetzel shall be charged at the rate of \$130 per hour.

8. **Special Legal Services.** Subject to agreement between Roetzel and the Council or Mayor, Roetzel may undertake "Special Legal Services", other than Litigation, which are outside the scope of Routine Legal Services on an hourly basis or, if agreed to by the Parties, a flat fee. For Special Legal Services that are billed on an hourly basis, Roetzel will charge \$350 per hour for partners/shareholders, \$260 per hour for associates, and \$130 per hour for paralegals, unless higher rates are agreed upon by Roetzel and the Council.

Unless a different method is directed by the Council President and/or Mayor, Roetzel will generate letters containing a brief description of Special Legal Services matters under this Section 8, which the Council President and/or Mayor may sign for purposes of acknowledging the billing arrangements and rates for such matters.

9. **Billing.** Roetzel will bill the City monthly for all Routine Services, Litigation and Special Legal Services, which billings shall set forth the date the services were rendered, the attorney performing such services, a brief description of the services provided, and the time spent for each service entry by tenth of an hour increments.

10. **Miscellaneous Provisions.**

(a) **Expenses.** Roetzel shall also be reimbursed for out-of-pocket expenses incurred by it or its personnel in connection with providing the services included in this Agreement, including, but not by way of limitation, charges for court/administrative agency filings, depositions, expert witness fees, computer-assisted research, photocopies, messenger/delivery services, mileage at the current IRS rate, and any long-distance travel expenses, including meals and lodging associated with long distance travel. Roetzel will not charge for mileage to and from the City of Beachwood.

(b) **Presence at City Hall.** R. Todd Hunt will be present at City Hall an average of ten (10) to fifteen (15) hours per week.

(c) **Applicable Laws.** Roetzel shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of this Agreement.

(d) **Notices.** All notices and other communications hereunder shall be in writing and will be deemed to have been duly given if delivered by hand, electronic mail, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to City of Beachwood:

City of Beachwood  
25325 Fairmount Boulevard  
Beachwood, OH 44122  
Email: law-web@Beachwoodohio.com

If to Roetzel & Andress, LPA:

Roetzel & Andress LPA  
c/o R. Todd Hunt, Esq.  
1375 East Ninth Street, 10<sup>th</sup> Floor  
Cleveland, OH 44114  
Email: [rthunt@ralaw.com](mailto:rthunt@ralaw.com)

- (e) **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- (f) **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (g) **Parties in Interest.** This Agreement is enforceable only by the City and Roetzel. The terms of this Agreement are not a contract or assurance regarding compensation, employment, or benefit of any kind to any of Roetzel's personnel assigned to the City's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- (h) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- (i) **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized persons of the Parties hereto.
- (j) **Findings for Recovery.** 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. Persons or entities contracting with a political subdivision, including the City of Beachwood, must certify that an unresolved finding for recovery has not been issued against the persons or entities. Roetzel & Andress, LPA certifies herein that no unresolved finding for recovery has been issued against it and attached is a completed Findings for Recovery Certification.

**The Parties have executed this Agreement as of the date first appearing above.**

**ROETZEL & ANDRESS LPA**

By: \_\_\_\_\_  
R. Todd Hunt, Shareholder

**CITY OF BEACHWOOD, OHIO**

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

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

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

**FISCAL OFFICER'S CERTIFICATE**

As the chief fiscal officer of the City of Beachwood, Ohio, I certify that the money required to meet this Agreement has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

\_\_\_\_\_  
Date

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

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

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

Approved as to form:

\_\_\_\_\_  
Nathalie E. Supler, Assistant Law Director  
Matthew A. Kurz, Assistant Law Director  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
216-595-5462

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 no unresolved finding for recovery has been issued against Roetzel & Andress, LPA.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

INTRODUCED BY:

RESOLUTION NO. 2026-2

A RESOLUTION RE-APPOINTING HARVEY S. ROSE AS AUDITOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article V, Section 4(1) of the Charter provides that Council shall appoint the Auditor; and

WHEREAS, the Auditor plays a vital role in ensuring the proper administration, accuracy, and integrity of the City's financial records and operations; and

WHEREAS, Council desires to appoint a qualified and experienced individual to serve as Auditor to ensure continuity, accountability, and the effective administration of the City's auditing functions; and

WHEREAS, Harvey S. Rose possesses the necessary experience, knowledge, and qualifications to fulfill the duties of Audit Director in accordance with the Charter and applicable laws.

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

Section 1: Harvey S. Rose is hereby re-appointed Auditor for the City of Beachwood in accordance with Article V, Section 4(1) of the Charter for a term not beyond the next Organizational Meeting of Council to perform all the duties of the Auditor as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

Section 2: Mr. Rose's employment shall remain subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of the Ordinance and Policy, Mr. Rose's employment shall continue to be subject to the authority of Council to appoint the Auditor pursuant to Article V, Section 4(1) of the Charter.

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 public peace, health, safety, or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuing proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

A RESOLUTION RE-APPOINTING NATHALIE E. SUPLER AS ASSISTANT LAW DIRECTOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5, Paragraph 3 (F)(1) and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director and any Assistant Law Director(s); and

WHEREAS, the Law Director and Assistant Law Director(s) play a vital role in providing legal advice and representation to the City and ensuring compliance with all legal and administrative requirements; and

WHEREAS, Council desires to appoint a qualified and experienced individual to serve as Assistant Law Director to ensure continuity and effective administration of the City's legal operations; and

WHEREAS, Nathalie E. Supler possesses the necessary experience, knowledge, and qualifications to fulfill the duties of Assistant Law Director in accordance with the Charter and applicable laws.

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

Section 1: Nathalie E. Supler is hereby re-appointed full-time Assistant Law Director for the City of Beachwood in accordance with Articles III and V of the Charter for a term not beyond the next Organizational Meeting of Council, to perform all the duties of the Assistant Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio. As Ms. Supler will be a full-time employee of the City, the provisions of Section 123.01 of the Beachwood Codified Ordinances are hereby waived as to Ms. Supler for so long as she is employed by the City as a full-time Assistant Law Director.

Section 2: Ms. Supler's employment shall remain subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Supler's employment shall continue to be subject to the authority of Council to appoint the Law Director and Assistant Law Director pursuant to Article III, Section 5, Paragraph 3 (F) and Article V, Section 2 of the Charter.

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 public peace, health, safety, or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

A RESOLUTION RE-APPOINTING MATTHEW A. KURZ AS ASSISTANT LAW DIRECTOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 5, Paragraph 3 (F)(1) and Article V, Section 2 of the Charter provide that the Council shall appoint the Law Director and any Assistant Law Director(s); and

WHEREAS, the Law Director and Assistant Law Director(s) play a vital role in providing legal advice and representation to the City and ensuring compliance with all legal and administrative requirements; and

WHEREAS, Council desires to appoint a qualified and experienced individual to serve as Assistant Law Director to ensure continuity and effective administration of the City's legal operations; and

WHEREAS, Matthew A. Kurz possesses the necessary experience, knowledge, and qualifications to fulfill the duties of Assistant Law Director in accordance with the Charter and applicable laws.

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

Section 1: Matthew A. Kurz is hereby re-appointed full-time Assistant Law Director for the City of Beachwood in accordance with Articles III and V of the Charter for a term not beyond the next Organizational Meeting of Council, to perform all the duties of the Assistant Law Director as required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio. As Mr. Kurz will be a full-time employee of the City, the provisions of Section 123.01 of the Beachwood Codified Ordinances are hereby waived as to Mr. Kurz for so long as he is employed by the City as a full-time Assistant Law Director.

Section 2: Mr. Kurz employment shall remain subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Mr. Kurz employment shall continue to be subject to the authority of Council to appoint the Law Director and Assistant Law Director pursuant to Article III, Section 5, Paragraph 3 (F) and Article V, Section 2 of the Charter.

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 public peace, health, safety, or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

A RESOLUTION RE-APPOINTING WHITNEY M. CROOK, MMC, OCPM AS CLERK OF COUNCIL FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 4 of the Charter and BCO Section 121.12 provide that the Council shall appoint the Clerk of Council and any Assistant Clerk(s) of Council; and

WHEREAS, the Clerk of Council plays a vital role in maintaining the official records of the City, facilitating Council proceedings, and ensuring compliance with all legal and administrative requirements; and

WHEREAS, Council desires to appoint a qualified and experienced individual to serve as Clerk of Council to ensure continuity and the effective administration of Council operations; and

WHEREAS, Whitney M. Crook possesses the necessary experience, knowledge, and qualifications to fulfill the duties of Clerk of Council in accordance with the Charter and Codified Ordinances.

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

Section 1: Whitney M. Crook is hereby re-appointed Clerk of Council of the City of Beachwood in accordance with Article III, Section 4 of the Charter and BCO Section 121.12 for a term not to extend beyond the next Organizational Meeting of Council to perform all of the duties of Clerk of Council required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

Section 2: Ms. Crook’s employment shall remain subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Crook’s employment shall continue to be subject to the authority of Council to appoint the Clerk of Council and any Assistant Clerk(s) of Council pursuant to Article III, Section 4 of the Charter and BCO Section 121.12

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 public peace, health, safety, or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuing proper operation of an essential Department of the City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

RESOLUTION NO. 2026-6

A RESOLUTION RE-APPOINTING VERONICA MUTH AS ASSISTANT CLERK OF COUNCIL FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article III, Section 4 of the Charter and BCO Section 121.12 provides that Council shall appoint the Clerk of Council and any Assistant Clerk(s) of Council;

WHEREAS, the Clerk and Assistant Clerk(s) of Council play a vital role in supporting operations, maintaining official records, and facilitating communication and compliance with legal and administrative requirements;

WHEREAS, Council desires to appoint a qualified and experienced individual to serve as Assistant Clerk of Council in connection with Planning and Zoning Commission duties to ensure continuity and effective administration; and

WHEREAS, Veronica Muth currently serves as Secretary of the Planning and Zoning Commission and possesses the experience, knowledge, and qualifications necessary to fulfill the duties associated with that role and as an Assistant Clerk of Council.

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

Section 1: Veronica Muth is hereby re-appointed Assistant Clerk of Council of the City of Beachwood in accordance with Article III, Section 4 of the Charter and BCO Section 121.12 for a term not to extend beyond the next Organizational Meeting of Council to perform all of the duties of Assistant Clerk of Council required by the Charter and laws of the City of Beachwood and the laws of the State of Ohio.

Section 2: Ms. Muth's employment shall remain subject to all of the provisions of the Administrative Salary Ordinance and Personnel Policy Manual, provided, however, that notwithstanding any other provision of that Ordinance and Policy, Ms. Muth's employment shall continue to be subject to the authority of Council to appoint the Clerk of Council and any Assistant Clerk(s) of Council pursuant to Article III, Section 4 of the Charter and BCO Section 121.12

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 public peace, health, safety, or the efficient operation of the City; and for the further reason that the employment provided herein is needed for the continued proper operation of City government; wherefore, this Resolution shall be in full force and effect immediately upon its enactment and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

RESOLUTION NO. 2026-7

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF BRIAN ROENIGK AS BUILDING COMMISSIONER FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article IV, Section 4(7) of the Charter, the Mayor has re-appointed Brian Roenigk as Building Commissioner and has requested that Council confirm said re-appointment; and

WHEREAS, the appointment of qualified and capable Department Directors is essential to the efficient administration and operation of City government; and

WHEREAS, Council desires to confirm the Mayor's re-appointment to ensure continuity of leadership and the effective delivery of municipal services.

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

Section 1: The re-appointment by the Mayor of Brian Roenigk as Building Commissioner for the City of Beachwood is hereby confirmed for a term not to exceed the Mayor's term of office.

Section 2: The employment of said Department Director shall be subject to all applicable provisions of the Administrative Salary Ordinance and the Personnel Policy Manual; provided, however, that notwithstanding any other provision thereof, such employment shall remain subject to the authority of the Mayor to appoint and remove Department Directors pursuant to Article IV, Section 4(7) of the Charter of the City of Beachwood.

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 public peace, health, safety, or efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuing proper operation of an essential Department of the City government; 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

RESOLUTION NO. 2026-8

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF DEREK SCHROEDER AS COMMUNITY SERVICES DIRECTOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article IV, Section 4(7) of the Charter, the Mayor has re-appointed Derek Schroeder as Community Services Director and has requested that Council confirm said appointment; and

WHEREAS, the appointment of qualified and capable Department Directors is essential to the efficient administration and operation of City government; and

WHEREAS, Council desires to confirm the Mayor's re-appointment to ensure continuity of leadership and the effective delivery of municipal services.

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

Section 1: The re-appointment by the Mayor of Derek Schroeder as the Community Services Director for the City of Beachwood is hereby confirmed for a term not to exceed the Mayor's term of office.

Section 2: The employment of said Department Director shall be subject to all applicable provisions of the Administrative Salary Ordinance and the Personnel Policy Manual; provided, however, that notwithstanding any other provision thereof, such employment shall remain subject to the authority of the Mayor to appoint and remove Department Directors pursuant to Article IV, Section 4(7) of the Charter of the City of Beachwood.

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 public peace, health, safety, or efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuing proper operation of an essential Department of the City government; 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

RESOLUTION NO. 2026-9

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF CATHERINE BIETERMAN AS DIRECTOR OF ECONOMIC DEVELOPMENT FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article IV, Section 4, Paragraph 7 of the Charter Codified Ordinance Section 136.02, the Mayor has re-appointed Catherine Bieterman as Director of Economic Development and has requested that Council confirm said re-appointment;

WHEREAS, the appointment of qualified and capable Department Directors is essential to the efficient administration and operation of City government; and

WHEREAS, Council desires to confirm the Mayor's re-appointment of Catherine Bieterman as Director of Economic Development to ensure continuity of leadership and the effective delivery of municipal services.

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

Section 1: The re-appointment by the Mayor of Catherine Bieterman as Director of Economic Development for the City of Beachwood is hereby confirmed for a term not to exceed the Mayor's term of office.

Section 2: The employment of said Director of Economic Development shall be subject to all applicable provisions of the Administrative Salary Ordinance and the Personnel Policy Manual; provided, however, that notwithstanding any other provision thereof, such employment shall remain subject to the authority of the Mayor to appoint and remove Department Directors pursuant to Article IV, Section 4, Paragraph 7 of the Charter of the City of Beachwood.

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 public peace, health, safety, or efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuous and proper operation of an essential Department of the City government; 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

RESOLUTION NO. 2026-10

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF LARRY A. HEISER AS FINANCE DIRECTOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article IV, Section 4(7) of the Charter, the Mayor has re-appointed Larry A. Heiser as Finance Director and has requested that Council confirm said appointment; and

WHEREAS, the appointment of qualified and capable Department Directors is essential to the efficient administration and operation of City government; and

WHEREAS, Council desires to confirm the Mayor's re-appointment to ensure continuity of leadership and the effective delivery of municipal services.

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

Section 1: The re-appointment by the Mayor of Larry A. Heiser as Finance Director for the City of Beachwood is hereby confirmed for a term not to exceed the Mayor's term of office.

Section 2: The re-employment of said Department Director shall be subject to all applicable provisions of the Administrative Salary Ordinance and the Personnel Policy Manual; provided, however, that notwithstanding any other provision thereof, such employment shall remain subject to the authority of the Mayor to appoint and remove Department Directors pursuant to Article IV, Section 4(7) of the Charter of the City of Beachwood.

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 public peace, health, safety, or efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuing proper operation of an essential Department of the City government; 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

INTRODUCED BY:

RESOLUTION NO. 2026-11

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF CHRIS ARRIETTA AS PUBLIC WORKS DIRECTOR FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Article IV, Section 4(7) of the Charter, the Mayor has re-appointed Chris Arrietta as Public Works Director and has requested that Council confirm said re-appointment; and

WHEREAS, the appointment of qualified and capable Department Directors is essential to the efficient administration and operation of City government; and

WHEREAS, Council desires to confirm the Mayor's re-appointment to ensure continuity of leadership and the effective delivery of municipal services.

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

Section 1: The re-appointment by the Mayor of Chris Arrietta as Public Works Director for the City of Beachwood is hereby confirmed for a term not to exceed the Mayor's term of office.

Section 2: The employment of said Department Director shall be subject to all applicable provisions of the Administrative Salary Ordinance and the Personnel Policy Manual; provided, however, that notwithstanding any other provision thereof, such employment shall remain subject to the authority of the Mayor to appoint and remove Department Directors pursuant to Article IV, Section 4(7) of the Charter of the City of Beachwood.

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 public peace, health, safety, or efficient operation of the City; and for the further reason that the employment provided herein is needed for the continuing proper operation of an essential Department of the City government; 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**TO: MAYOR JUSTIN BERNS AND BEACHWOOD CITY COUNCIL**

**DATE: 12/30/25**

**SUBJECT: A RESOLUTION AUTHORIZING THE CITY TO ACKNOWLEDGE AN AMENDMENT TO THE DECLARATION OF RESTRICTIONS AT PAVILION SHOPPING CENTER**

---

This Resolution will provide for the execution of an acknowledgement and agree to a second amendment to the Declaration of Restrictions between property owners of Pavilion Shopping Center including Fitzpatrick Enterprises, SMB LLC and Riser Foods Company with the owner of Pavilion Shopping Center.

**History:** Pavilion Properties Co executed that certain declaration of restrictions, dated October 21, 1991, recorded in Volume 92-5678, page 45 of the Cuyahoga County Ohio Recorders Office. The restriction was established when it was an enclosed mall, when the City approved the reconfiguration of the center, the old restrictions and stipulations related to the mall became null and void. The only time restriction that remains in place is on the operation of the grocery store and it was treated separately. The time restriction on the grocery store runs until 2030. The City has no current regulation that would prohibit an earlier start for the business and the old deed restriction is now obsolete and will not be enforced. Therefore the only time restrictions that the City considers to be in effect applies to the operations of the grocery store.

**Recommendations:** This recommendation from the City Economic Development Office, with support from the City Planner, is to proceed with this legislation through the City Council's normal legislative process to allow the property owner to make this amendment to the declaration for support of a new retail tenant within this shopping center.

INTRODUCED BY:

RESOLUTION NO. 2026-12

A RESOLUTION ACCEPTING THE SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PAVILION SHOPPING CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Pavilion Properties Company executed that certain Declaration of Restrictions, dated October 21, 1991, and recorded in Volume 92-5678, Page 45 of the Cuyahoga County Records (the "Declaration"), in connection with Pavilion Shopping Center in the City of Beachwood;

WHEREAS, the Declaration was established and approved by Council as a condition of a rezoning for a grocery store to be a permitted use on the property in 1991 when Pavilion Shopping Center was an enclosed mall but the City subsequently approved a reconfiguration of the Center, rendering most of the original Declaration's restrictions and stipulations null and void;

WHEREAS, the only deed restriction remaining in effect relates to the operation of the hours of operation of a grocery store, which restriction terminates in 2030, and the City has no current ordinances that would prohibit an earlier start for the retail businesses in the Center;

WHEREAS, the property owners, which include Fitzpatrick Enterprises, SMB LLC, and Riser Foods Company, have requested to amend the Declaration to support a new retail tenant at Pavilion Shopping Center through a Second Amendment to the Declaration of Restrictions (the "Second Amendment"); and

WHEREAS, the City has reviewed the Second Amendment and desires to execute an acknowledgement of and agree to the Second Amendment to support the continued redevelopment and tenant occupancy of Pavilion Shopping Center.

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

Section 1: City Council hereby accepts and acknowledges the Second Amendment to the Declaration of Restrictions for Pavilion Shopping Center, which is attached hereto and fully incorporated herein as Exhibit "A".

Section 2: The Mayor is authorized and directed to execute any documents necessary to acknowledge and consent to the Second Amendment on behalf of the City.

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 public peace, health, safety, or efficient operation of the City; and for the further reason that the Second Amendment needs to be executed timely and provided to the property owner for recording for the continued viability of the retail Center without delay; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-12

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_

Mayor

Exhibit "A"

**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIONS**

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS (“Second Amendment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between BMA BEACHWOOD LLC, a Delaware limited liability company (“BMA”), FITZPATRICK ENTERPRISES OF OHIO LLC (“FEO”), and RISER FOODS COMPANY, a Delaware corporation (“Riser”).

WITNESSETH:

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

WHEREAS,

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

WHEREAS, BMA, FEO and Riser wish to amend the use restrictions set forth Section 3 of the Declaration; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, BMA, FEO and Riser, for themselves, their successors and assigns, hereby amend the Declaration as follows:

1. Restrictions on Hours. Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

The hours of operation of all retail stores in the Shopping Mall shall not exceed the hours of 5:00 A.M. to 12:00 A.M., except for (i) restaurants; and (ii) the right of Riser to operate during Restricted Hours as provided in the Declaration.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictions as of the date set forth above.

**BMA BEACHWOOD LLC,**  
a Delaware limited liability company  
By: MCO Beachwood LLC, its Sole Member  
By: Marquee Capital LLC, its Manager  
By: Berengaria GW, LLC, its Sole Member

By: \_\_\_\_\_  
Jay Peirick, President

**ACKNOWLEDGEMENT**

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

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jay Peirick, the President, of Berengaria GW, LLC, the Sole Member, of Marquee Capital LLC, the Manager of MCO Beachwood LLC, the Sole Member of BMA BEACHWOOD LLC, a Delaware limited liability company, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

FITZPATRICK ENTERPRISES OF OHIO LLC

By: [Signature]  
Printed: Scott J Fitzpatrick  
Title: PARTNER

ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Stark, ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Scott Fitzpatrick, the Partner, of FITZPATRICK ENTERPRISES OF OHIO LLC, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this 26<sup>th</sup> day of November, 2025.



REBECCA M. EUBANK  
Notary Public, State of Ohio  
My Commission Expires  
December 3, 2029

[Signature]  
Notary Public  
My Commission Expires: 12/3/29

**RISER FOODS COMPANY**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_, of Riser Foods Company, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Read, Acknowledged and Agreed to by:

City Council of Beachwood, Ohio

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

**SECOND AMENDMENT TO  
DECLARATION OF RESTRICTIONS**

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS (“Second Amendment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between BMA BEACHWOOD LLC, a Delaware limited liability company (“BMA”), FITZPATRICK ENTERPRISES OF OHIO LLC and SMB LLC (collectively “FEO & SMB”), and RISER FOODS COMPANY, a Delaware corporation (“Riser”).

WITNESSETH:

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

WHEREAS,

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

WHEREAS, BMA, FEO & SMB and Riser wish to amend the use restrictions set forth Section 3 of the Declaration; and

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

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

1. Restrictions on Hours. Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

The hours of operation of all retail stores in the Shopping Mall shall not exceed the hours of 5:00 A.M. to 12:00 A.M., except for (i) restaurants; and (ii) the right of Riser to operate during Restricted Hours as provided in the Declaration.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictions as of the date set forth above.

**BMA BEACHWOOD LLC,**  
a Delaware limited liability company  
By: MCO Beachwood LLC, its Sole Member  
By: Marquee Capital LLC, its Manager  
By: Berengaria GW, LLC, its Sole Member

By: \_\_\_\_\_  
Jay Peirick, President

**ACKNOWLEDGEMENT**

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

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jay Peirick, the President, of Berengaria GW, LLC, the Sole Member, of Marquee Capital LLC, the Manager of MCO Beachwood LLC, the Sole Member of BMA BEACHWOOD LLC, a Delaware limited liability company, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**FITZPATRICK ENTERPRISES OF OHIO LLC**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_, of FITZPATRICK ENTERPRISES OF OHIO LLC, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SMB LLC**

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

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

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

**ACKNOWLEDGEMENT**

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

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_,  
the \_\_\_\_\_, of SMB LLC, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RISER FOODS COMPANY**

By: Christina Morascyzk DJM  
Printed: Christina Morascyzk  
Title: Vice President

**ACKNOWLEDGEMENT**

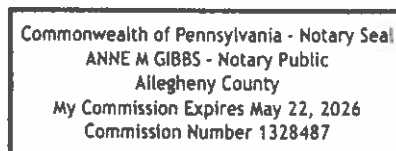
STATE/COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY, ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Christina Morascyzk, the Vice President of Riser Foods Company, for and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this 10th day of December, 2025.

Anne M. Gibbs  
Notary Public  
My Commission Expires: May 22, 2026



Read, Acknowledged and Agreed to by:

City Council of Beachwood, Ohio

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

**BEACHWOOD SERVICE DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO:** Justin Berns

**FR:** Chris Arrietta, Public Works Director

**DT:** December 16, 2025

**RE:** Council Agenda Item: Ready - Mix Concrete Contract

---

Mayor,

Bids were received for the ready-mix concrete contract, and JAB Supply Corporation was determined to be the lowest and best bidder. JAB Supply Corporation successfully provided concrete to the City in 2025, and staff recommends continuing with this vendor for 2026. The bid documents are attached for your review. Please feel free to contact me if you have any questions regarding this agenda item.

INTRODUCED BY:

RESOLUTION NO. 2026-13

A RESOLUTION ACCEPTING A CERTAIN BID FROM JAB SUPPLY CORPORATION FOR READY-MIX CONCRETE FOR 2026; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, two (2) bids were received by the Clerk on December 4, 2025, for the supplying of ready-mix concrete to the City for 2026, pursuant to advertising for competitive bidding as required by law;

WHEREAS, the bid of JAB Supply Corporation was the lowest and best bid received; and

WHEREAS, the Public Works Director has recommended that Council accept the bid of JAB Supply Corporation.

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 bid of JAB Supply 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 the lowest and best bid received for ready-mix concrete for 2026 in the amount not to exceed One Hundred Thirty Thousand Dollars and No/Cents (\$130,000.00).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said company in an amount not to exceed One Hundred Thirty Thousand Dollars and No/Cents (\$130,000.00).

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

Section 4: This 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 concrete 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**CONTRACT WITH JAB SUPPLY CORPORATION FOR THE PURCHASE OF READY-MIX CONCRETE FOR 2026**

---

This Contract is entered into by and between JAB Supply Corporation, 30155 Euclid Avenue, Wickliffe, Ohio 44092 ("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 **November 3, 2025**, advertised for bids for the work and/or services, hereinafter described, on **November 20, 2025 and November 27, 2025** which bids were due on or before **1:00 P.M. on Thursday, December 4, 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 **January 5, 2026**, at which time Council adopted **Resolution No. 2026-** 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 Ready-Mix Concrete for 2026 with the Contractor, in an amount not to exceed One-Hundred Thirty Thousand Dollars and No Cents (\$130,000.00).

2. The Contractor shall provide labor and materials for the concrete, labor, and equipment for delivery 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) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. 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 Ready-Mix Concrete for 2026 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.

JAB Supply 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 JAB Supply Corporation

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# City of Beachwood

## BID OPENING

**DAY/DATE:** 12 / 4 / 2025    **TIME:** 1:00 P.M.    **LOCATION HELD:** Conference Room A  
*month/day/year*

**FOR (ITEM OR PROJECT):** **BIDDERS FOR 2026 READY MIX CONCRETE**

**PERSON OPENING BIDS:** Whitney Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> (Properly Executed & Signed)	<u>NON-COLLUSION AFFIDAVIT</u> (Properly Executed)	<u>BID AMOUNT</u>
_____	_____ <i>[Signature]</i>	_____ <i>[Signature]</i>	\$ _____
JAB Supply Corp.	_____ ✓	_____ ✓ (check)	\$ MIN class C 153,050 MS concrete 174,050
Contractors Choice	_____ ✓	_____ ✓ (check)	\$ FAST SET 184,050 LSM 100 811/yard
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

CITY OF  
*Beachwood*  
BID SPECIFICATION SHEET  
READY MIX CONCRETE

**Vendor Information**

Vendor Name: Jab Supply Corp. Contact Person: Pat Kral  
Email: csm.jabsupply@gmail.com Phone #: 216-789-4972

**CONCRETE - 7 yard load (minimum) (Weekday rate - Monday to Friday)**

- |                            |                  |                      |
|----------------------------|------------------|----------------------|
| 1.) Class C - Concrete     | \$ <u>153.50</u> | per yard - delivered |
| 2.) MS Concrete - Medium   | \$ <u>174.50</u> | per yard - delivered |
| 3.) FS Concrete - Fast Set | \$ <u>184.50</u> | per yard - delivered |
| 4.) LSM100                 | \$ <u>91.00</u>  | per yard - delivered |

**CONCRETE - Less than 7 yard load (Weekday rate - Monday to Friday)**

- |                            |                  |                      |
|----------------------------|------------------|----------------------|
| 1.) Class C - Concrete     | \$ <u>163.50</u> | per yard - delivered |
| 2.) MS Concrete - Medium   | \$ <u>184.50</u> | per yard - delivered |
| 3.) FS Concrete - Fast Set | \$ <u>194.50</u> | per yard - delivered |
| 4.) LSM100                 | \$ <u>102.00</u> | per yard - delivered |

**CONCRETE - 7 yard load (minimum) (Weekend rate - Saturday to Sunday)**

- |                            |                  |                      |
|----------------------------|------------------|----------------------|
| 1.) Class C - Concrete     | \$ <u>163.50</u> | per yard - delivered |
| 2.) MS Concrete - Medium   | \$ <u>184.50</u> | per yard - delivered |
| 3.) FS Concrete - Fast Set | \$ <u>194.50</u> | per yard - delivered |
| 4.) LSM100                 | \$ <u>102.00</u> | per yard - delivered |

**CONCRETE - Less than 7 yard load (Weekend rate -Saturday to Sunday)**

- |                            |                  |                      |
|----------------------------|------------------|----------------------|
| 1.) Class C - Concrete     | \$ <u>173.50</u> | per yard - delivered |
| 2.) MS Concrete - Medium   | \$ <u>194.50</u> | per yard - delivered |
| 3.) FS Concrete - Fast Set | \$ <u>204.50</u> | per yard - delivered |
| 4.) LSM100                 | \$ <u>112.00</u> | per yard - delivered |

CITY OF  
*Beachwood*  
 BID SPECIFICATION SHEET  
**ADDITIVES**

**Vendor Information**

Vendor Name: Jab Supply Corp. Contact Person: Pat Kral  
 Email: csm.jabsupply@gmail.com Phone #: 216-789-4972

Fibermesh (1.5#)	\$ <u>8.25</u>	per yard - delivered
Calcium 25# Bag	\$ <u>12.50</u>	delivered
Non-Chloride ACC (1%)	\$ <u>6.25</u>	per yard - delivered
Non-Chloride ACC (2%)	\$ <u>12.25</u>	per yard - delivered
Superplasticizer - 64 oz.	\$ <u>8.25</u>	per yard - delivered
Mid Range WR (6 oz.)	\$ <u>4.25</u>	per yard - delivered
Water Reducer	\$ <u>4.25</u>	per yard - delivered
Hi Early	\$ <u>22.00</u>	per yard - delivered
Retarder	\$ <u>4.25</u>	per yard - delivered
Heated Material	\$ <u>8.00</u>	per yard - delivered
Demurrage	\$ <u>120.00</u>	per hour
Additional Stops	\$ <u>100.00</u>	per stop
Plant Opening After Hours Cost	\$ <u>100.00</u>	
Fuel Charge	\$ <u>25.00</u>	

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY.

75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE.  
 THE BIDS WILL BE EVALUATED ACCORDINGLY.

BID AWARD WILL BE FOR A PERIOD OF TWO (2) YEARS.

## 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 City Hall Front Desk, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1:00 P.M. local time, on Thursday, December 4, 2025** for the work designated below (the "Work"). The bids will be publicly opened immediately thereafter and read in Conference Room A.

### 2026 Ready-Mix Concrete

Each bid must contain the following:

- The full name and names of the party or parties; and
- Fully Executed Non Collusion Affidavit; and
- 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
- 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; and
- 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
- Evidence of Workers' Compensation coverage.

The bid check or bid bond 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. A Performance Bond in the amount or anticipated amount of the contract shall be provided prior to the Contract Execution.

If the bidder is a Minority Business Enterprise or a Women's Business Enterprise, please provide a Certification Letter with the Bid Documents.

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. Please contact the Clerk of Council via email at [Whitney.Crook@BeachwoodOhio.com](mailto:Whitney.Crook@BeachwoodOhio.com) to obtain these documents. Questions must be submitted in writing via email to the Clerk of Council.

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 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: November 3, 2025**

**To be published in the Sun News: November 20, 2025 and November 27, 2025**

**NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in and executed by the vendor. If the contract 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 )  
 ) SS  
COUNTY OF CUYAHOGA )

Julie Belich being first duly  
sworn, deposes and says that JAB Supply Corp residing at  
30155 Euclid Ave, Wickliffe OH 44092  
(is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; 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: Julie A. Belich

Sworn to and subscribed in my presence this 2nd day of December, 202 5

(Notary Seal)



ELIZABETH ANNE SIDLEY  
Notary Public, State of Ohio  
My Commission Expires  
November 13, 2027

Elizabeth Anne Sidley  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	FAX (A/C, No): 507-446-4664
	INSURERS AFFORDING COVERAGE	
INSURED JAB SUPPLY CORPORATION 30155 EUCLID AVE WICKLIFFE, OH 44092-1654	INSURER A: FEDERATED RESERVE INSURANCE COMPANY	NAIC # 16024
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	1852554	03/01/2025	03/01/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS & COM/OP ACC	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1852554	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	1852556	03/01/2025	03/01/2026	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	WORKERS-COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1852554	03/01/2025	03/01/2026	PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) OH**

<b>CERTIFICATE HOLDER</b> CITY OF BEACHWOOD 25325 FAIRMOUNT BLVD BEACHWOOD, OH 44122-2253	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



**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](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01727755

Period Specified Below  
07/01/2025 to 07/01/2026

JAB SUPPLY CORPORATION  
30155 EUCLID AVE  
WICKLIFFE OH 44092-1654



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

*Stephanie McCloud*

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.

CITY OF  
*Beachwood*  
 BID SPECIFICATION SHEET  
 READY MIX CONCRETE

**Vendor Information**

Vendor Name: Contractors Choice Ready Mix Contact Person: Scott Brua  
 Email: Scottb@ccrm.biz Phone #: 216-239-3000

**CONCRETE - 7 yard load (minimum) (Weekday rate - Monday to Friday)**

- 1.) Class C - Concrete \$ 169.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 176.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 198.00 per yard - delivered
- 4.) LSM100 \$ 100.00 per yard - delivered

**CONCRETE - Less than 7 yard load (Weekday rate - Monday to Friday)**

- 1.) Class C - Concrete \$ 184.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 191.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 213.00 per yard - delivered
- 4.) LSM100 \$ 115.00 per yard - delivered

**CONCRETE - 7-yard load (minimum) (Weekend rate - Saturday to Sunday)**

- 1.) Class C - Concrete \$ 179.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 186.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 208.00 per yard - delivered
- 4.) LSM100 \$ 110.00 per yard - delivered

Saturday to 12:00pm  
 Sunday will be charged  
 Plant opening.

**CONCRETE - Less than 7 yard load (Weekend rate - Saturday to Sunday)**

- 1.) Class C - Concrete \$ 194.00 per yard - delivered
- 2.) MS Concrete - Medium \$ 201.00 per yard - delivered
- 3.) FS Concrete - Fast Set \$ 223.00 per yard - delivered
- 4.) LSM100 \$ 125.00 per yard - delivered

Saturday to 12:00pm  
 Sunday will be charged  
 Plant opening.

CITY OF  
*Beachwood*  
 BID SPECIFICATION SHEET  
 ADDITIVES

**Vendor Information**

Vendor Name: Contractors Choice Ready Mix Contact Person: Scott Brua  
 Email: Scottb@CCRM.biz Phone #: 216-239-3000

Fibermesh (1.5#)	\$ <u>9.00</u>	per yard - delivered
Calcium 25# Bag	\$ <u>15.00</u>	delivered
Non-Chloride ACC (1%)	\$ <u>6.25</u>	per yard - delivered
Non-Chloride ACC (2%)	\$ <u>12.50</u>	per yard - delivered
Superplasticizer - 64 oz.	\$ <u>4.50</u>	per yard - delivered
Mid Range WR (6 oz.)	\$ <u>N/A</u>	per yard - delivered
Water Reducer	\$ <u>2.50</u>	per yard - delivered
Hi Early	\$ <u>6.00</u>	per yard - delivered
Retarder	\$ <u>3.00</u>	per yard - delivered
Heated Material	\$ <u>6.00</u>	per yard - delivered
Demurrage	\$ <u>120.00</u>	per hour
Additional Stops	\$ <u>50.00</u>	per stop
Plant Opening After Hours Cost	\$ <u>1250.00/HR.</u>	4 hr MIN
Fuel Charge	\$ <u>20.00</u>	

DELIVERIES TO BE MADE AS REQUIRED WITH 24 HOUR NOTICE PRIOR TO DELIVERY.

75% OF THE CITY'S CONCRETE USAGE IS REGULAR CLASS C CONCRETE.  
 THE BIDS WILL BE EVALUATED ACCORDINGLY.

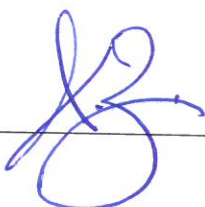
BID AWARD WILL BE FOR A PERIOD OF TWO (2) YEARS.

**NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in and executed by the vendor. If the contract 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.

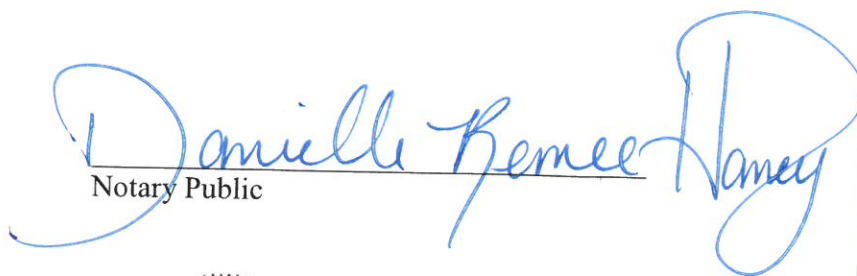
STATE OF OHIO )  
 ) SS  
COUNTY OF Cuyahoga )

David Zupancic being first duly sworn, deposes and says that Contractors choice Ready mix llc, residing at 7535 Granger road, Building 2, Suite 2, valley view OH 44125 (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; 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:  \_\_\_\_\_

Sworn to and subscribed in my presence this 3<sup>rd</sup> day of December, 202 5

(Notary Seal)

  
Notary Public



DANIELLE RENEE HANEY  
Notary Public, State of Ohio  
My Commission Expires  
February 9, 2027



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Todd Associates 22901 Millcreek Blvd Suite 160 Highland Hills OH 44122		<b>CONTACT NAME:</b> Cindy Verhagen <b>PHONE (A/C, No, Ext):</b> (440) 461-1101 <b>E-MAIL ADDRESS:</b> cindy.verhagen@aleragroup.com <b>FAX (A/C, No):</b> (440) 446-0192	
<b>INSURED</b> Contractors Choice Ready Mix LLC 5225 Warner Road Garfield Heights OH 44125		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Acuity A Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 14184	

**COVERAGES**      **CERTIFICATE NUMBER:** 25-26 Masters      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ohio Employers Liability			ZY7449	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZY7449	02/10/2025	02/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ZY7449	02/10/2025	02/10/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  For information Purposes only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**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](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
80143534

Contractors Choice Ready Mix, LLC  
5339 Canal Rd  
Garfield Heights OH 44125-4808

Period Specified Below  
07/01/2025 to 07/01/2026



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

*Stephanie McCloud*

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.

# MEMORANDUM

To: Justin Berns, Mayor  
Chris Arrietta, Director of Public Works

From: Joseph R. Ciuni P.E. P.S.  
City Engineer

Date: December 22, 2025

**Re: Pool Pumps – Purchased by City**

GPD Group provided the City with specification for 4 priority pumps to replace in 2026. Attached are 2 quotes from Manufacturer’s reps who sell the specified pumps. The City received a 3<sup>rd</sup> quote, but it was later withdrawn (also attached).

The lead time on these pumps is 10 to 12 weeks, therefore they need to be ordered asap, if we want to install them before the pool opens.

The total amount of the lowest quote is \$60,542. The budget for improvements to the pool pumps and pump house is \$250,000 and this quote will keep us within budget.

We hereby recommend Henry P. Thompson Company as the lowest and best bid, at \$60,542.00, with a delivery date of 12 weeks from date of the purchase order.

INTRODUCED BY:

RESOLUTION NO. 2026-14

A RESOLUTION AUTHORIZING THE PURCHASE OF POOL PUMPS FOR THE CITY OF BEACHWOOD; WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City operates and maintains municipal pool facilities that require reliable and properly functioning pump equipment to ensure safe and efficient operation;

WHEREAS, the engineering firm GPD Group has provided the City with specifications for four (4) priority pool pumps that need to be replaced in 2026;

WHEREAS, the City contacted several companies for quotations, and received responses from only two (2) certified manufacturers' representatives, with the lowest and best quote totaling Sixty Thousand Five Hundred Forty-Two Dollars and No/Cents (\$60,542.00) from Henry P. Thompson Company, LLC;

WHEREAS, the lead time on these pumps is approximately ten (10) to twelve (12) weeks, and timely procurement is necessary to ensure installation before the pool season opens;

WHEREAS, the budget for improvements to the pool pumps and pump house is Two Hundred Fifty Thousand Dollars (\$250,000.00), and this purchase will remain within that budgeted amount

WHEREAS, Council finds that waiving competitive bidding for the purchase of the specified pool pumps is in the best interest of the City due to time constraints and the reasons stated above; and

WHEREAS, the installation of the pumps will be competitively bid following a duly noticed advertising period and will be presented to Council for review and approval at a later date.

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

Section 1: Council hereby authorizes the Mayor to purchase the specified pool pumps from Henry P. Thompson Company, LLC in an amount not to exceed Sixty Thousand Five Hundred Forty-Two Dollars and No/Cents (\$60,542.00), as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein.

Section 2: Competitive bidding for the purchase of the pool pumps is hereby waived due to time constraints and the reasons stated above.

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 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 project may move forward at the earliest time possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-14

Attest: I hereby certify this legislation was duly adopted on the 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_

Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026 and filed it with the Clerk.

\_\_\_\_\_

Mayor

**Fw: Beachwood Pool Pump Proposal**

**From** Joseph R. Ciuni <Joseph.Ciuni@beachwoodohio.com>

**Date** Tue 12/16/2025 10:41 AM

**To** Chris Arrietta <Chris.Arrietta@beachwoodohio.com>; Tim Tremaglio <Tim.Tremaglio@beachwoodohio.com>; Mike Rider <Mike.Rider@beachwoodohio.com>

Henry P Thompson removed \$3,00 form their quote (for start-up services). They are down to \$60,542.

Joe

**From:** Chris Kushner <ckushner@hpthompson.com>

**Sent:** Tuesday, December 16, 2025 10:35 AM

**To:** Joseph R. Ciuni <Joseph.Ciuni@beachwoodohio.com>

**Subject:** RE: Beachwood Pool Pump Proposal

Joe,

If start up services are not required from Henry P. Thompson Co. you can remove \$750 from the cost of each pump, for a total of \$3,000 for Four (4) pumps.

Thank You.



**Chris Kushner**

[ckushner@hpthompson.com](mailto:ckushner@hpthompson.com)

M: (614) 512-1054

D: (513) 248-3222

**Engineer Sales**

1046 Techne Center Drive

Milford, OH 45150

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

*Handwritten calculation:*  
\$ 63,542.00  
- 3,000.00  
-----  
\$ 60,542.00

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**From:** Joseph R. Ciuni <Joseph.Ciuni@beachwoodohio.com>

**Sent:** Tuesday, December 16, 2025 8:05 AM

**To:** Chris Kushner <ckushner@hpthompson.com>

**Subject:** Re: Beachwood Pool Pump Proposal

Beachwood Pool Pump Proposal

From Chris Kushner <ckushner@hpthompson.com>
Date Mon 12/15/2025 11:00 PM
To Joseph R. Ciuni <Joseph.Ciuni@beachwoodohio.com>

4 attachments (2 MB)

SKM\_C360i25121214380.pdf; Quote # 121525CM-1 - Tech Documents.pdf; Beachwood Pool Pump Replacements.pdf; Beachwood Pool Pumps Grundfos Information.pdf;

Joe,

Attached to this e mail is information to replace the Pool Pumps you mentioned in your initial e-mail. You advised you would like to replace PP-1,2,8,and 10. Pumps 1,2,and 8 are Grundfos Pumps and Pump 10 is a Griswold Pump. I have been advised that the old Griswold model has been replaced with the Model 850 by Griswold. The model 850 has the same dimensions and hydraulics as the previous Griswold model. Prices for each of these are listed below, and are again listed on the Beachwood Pool Pump Replacements attached document. Each pump price does include freight and start up service for initial start up of the pumps when they are ready to be put into service for the season. The anticipated delivery time frame for these pumps is 12 weeks. If these need to be in service in late May an order should be sent in sooner than later.

Please let me know if you have any questions or concerns.

PP-1 and 2 \$16,999.00 each
PP-8 \$19,883.00
PP-10 \$9,661.00

\$ 35,542.00

Thank You.



Chris Kushner
ckushner@hpthompson.com
M: (614) 512-1054
D: (513) 248-3222
Engineer Sales
1046 Techne Center Drive

Milford, OH 45150
www.hpthompson.com

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**From:** Chris Kushner <ckushner@hpthompson.com>  
**Sent:** Thursday, December 18, 2025 7:33 AM  
**To:** Joseph R. Ciuni <Joseph.Ciuni@beachwoodohio.com>  
**Subject:** RE: Beachwood Pool Pump Proposal

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

Joe,

I was informed that the new prices take effect on Jan 1, but projects that have been quoted before that can have **pricing held until the end of January**. Prices quoted will be good until the end of January. Delivery is still anticipated to be **12 weeks** after receipt of order.

Have a Merry Christmas. Hopefully I will hear from you shortly after the Council meeting.

Thank You.

**Chris Kushner**

[ckushner@hpthompson.com](mailto:ckushner@hpthompson.com)

M: (614) 512-1054

D: (513) 248-3222



The  
**Henry P. Thompson**  
Company Est. 1910

**Engineer Sales**

1046 Techne Center Drive

Milford, OH 45150

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


UFT Company

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**From:** Joseph R. Ciuni <Joseph.Ciuni@beachwoodohio.com>  
**Sent:** Thursday, December 18, 2025 7:07 AM  
**To:** Chris Kushner <ckushner@hpthompson.com>  
**Subject:** Re: Beachwood Pool Pump Proposal

Sorry I did not tell you the date of the Council meeting. It will be on Jan. 5th. So, if there will be Page 80 of 98

*City of Beachwood*  
**INTEROFFICE MEMORANDUM**

TO: Mayor Justin Berns  
FROM: Chief Daniel Grispino   
DATE: December 12, 2025  
SUBJECT: 2026 Patrol Vehicle Purchase

Approved 12/15/2025



---

The police department is requesting to replace a total of three (3) patrol vehicles in the patrol fleet. The three vehicles that we are looking to replace are marked police units 1223, 1224, and 1226. All three vehicles are Ford Police Interceptors that were manufactured in 2022. Unit 1223 has a total of 63368 miles and has a total of 9640 run hours on the engine. Unit 1224 has a total of 54118 miles and a total of 9799 hours of run time on the engine. Unit 1226 has a total of 59264 miles, and an engine run time of 11296 hours. Replacing these vehicles will help improve operational efficiency, reduce long-term maintenance costs, and ensure the safety of the officers that rely on them for their daily tasks.

We have obtained a total of three (3) quotes as required and those quotes are attached. We obtained the quotes from Montrose Ford, Statewide Ford, and Bob Gillingham Ford. Montrose Ford had the lowest bid of \$ 44,059.00 for each vehicle with a total of \$ 132,177.00 for all three vehicles. Statewide Ford had the second lowest bid of \$ 44,578.90 for each vehicle with a total of \$ 133,736.70 for all three vehicles. The highest bid was from Bob Gillingham Ford with a price of \$ 44,750.00 for each with a total of \$134,295.00 for all three vehicles. Statewide Ford has the state bid for the Ford Police Interceptors, but Montrose Ford came in \$ 519.90 under the state bid price for each vehicle. The total saving of purchasing all three vehicles from Montrose Ford would be \$ 1559.70.

Hall Public Safety provided a quote of \$ 18,746.32 to upfit each vehicle for a total cost of \$56,238.98 to complete the upfitting of all three vehicles. Hall Public Safety is a preferred vendor of the City of Beachwood, and they have been upfitting and providing maintenance to the police fleet for many years, and we request to waive competitive bidding for those reasons.

Classic Designs provided a quotation of \$ 1225.00 to create and install the graphics for each of the new vehicles. The total cost for the graphics of all three vehicles is \$ 3,675.00. Classic Designs is currently changing the graphics on the entire fleet of police vehicles, and we request that they also be selected to install the graphics on the newly purchased vehicles.

The total cost for the three 2026 Ford Police Interceptors, the upfitting of the three vehicles and the installation of the graphics for the three vehicles is \$ 192,090.98. The quotations from the three Ford dealerships, the quotation from Hall Public Safety and the quotation from Classic Designs are attached to

this correspondence for review. If you have any questions or need any information concerning this matter, please contact me at any time.

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE THREE (3) 2026 FORD EXPLORER POLICE INTERCEPTOR VEHICLES FOR THE POLICE DEPARTMENT FROM MONTROSE AUTO GROUP, TO ACCEPT A QUOTATION FROM HALL PUBLIC SAFETY CO. FOR THE UPFITTING OF THE THREE (3) VEHICLES, TO ACCEPT A QUOTATION FROM CLASSIC DESIGNS FOR THE INSTALLATION OF GRAPHICS ON THE VEHICLES, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Council has previously authorized the Mayor to purchase vehicles and related equipment utilizing pricing established through the State of Ohio's competitively bid cooperative purchasing contracts, and further finds that the quotations presented for the purchase of the vehicles, upfitting, and graphics are below the pricing available under the State of Ohio's competitively bid contracts, resulting in cost savings to the City and rendering additional competitive bidding unnecessary;

WHEREAS, the Chief of Police has recommended the purchase of three (3) 2026 Ford Explorer Police Interceptor vehicles from Montrose Auto Group at a unit price of \$44,059.00 each, for a total amount not to exceed One Hundred Thirty-Two Thousand One Hundred Seventy-Seven Dollars (\$132,177.00);

WHEREAS, the City has received a quotation from Hall Public Safety Co. for the upfitting of the three (3) vehicles in a total amount not to exceed Fifty-Six Thousand Two Hundred Thirty-Eight Dollars and Ninety-Eight Cents (\$56,238.98);

WHEREAS, the City has received a quotation from Classic Designs for the design and installation of vehicle graphics in an amount not to exceed Three Thousand Six Hundred Seventy-Five Dollars (\$3,675.00);

WHEREAS, the total cost for the purchase of the vehicles, upfitting, and graphics is in an amount not to exceed One Hundred Ninety-Two Thousand Ninety Dollars and Ninety-Eight Cents (\$192,090.98); and

WHEREAS, Council finds that acceptance of the foregoing quotations is in the best interest of the City and that the pricing obtained is more favorable than that available through competitive bidding or State contract bid pricing.

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

Section 1: The Mayor is hereby authorized to purchase three (3) 2026 Ford Explorer Police Interceptor vehicles for the Police Department from Montrose Auto Group in a total cost not to exceed One Hundred Thirty-Two Thousand One Hundred Seventy-Seven Dollars (\$132,177.00).

Section 2: The Mayor is further authorized to accept the quotation from Hall Public Safety Co. for the upfitting of said three vehicles in an amount not to exceed Fifty-Six Thousand Two Hundred Thirty-Eight Dollars and Ninety-Eight Cents (\$56,238.98) and to accept the quotation from Classic Designs for vehicle graphics in an amount not to exceed Three Thousand Six Hundred Seventy-Five Dollars (\$3,675.00).

Section 3: For the reason that the pricing for the vehicles, upfitting, and graphics is below the pricing available under the State of Ohio's competitively bid contracts, competitive bidding requirements are hereby waived.

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

Section 5: This 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 it is necessary to purchase these vehicles at the earliest time to ensure the continuing efficient and safe operations of the Police Department; 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 5<sup>th</sup> day of January, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 6<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 6<sup>th</sup> day of January, 2026, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

Item # 1-1

Order No: [Redacted]

BEACHWOOD PD

FIN# QF168

K8A 4DR AWD POLICE  
.119" WHEELBASE  
**PLEASE SELECT YOUR CAR COLOR ON PAGE 2**  
9 CLTH BKTS/VNL R  
W EBONY

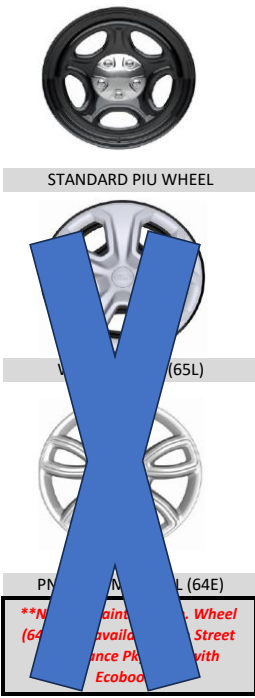
500A EQUIP GRP  
.AM/FM STEREO W/SYNC  
99B .3.3L V6 GAS Flex Fuel  
44U .10-SP AUTO  
425 50 STATE EMISS  
55F KEYLESS - 4 FOB (*now STD equip*)  
**PLUS ALL ITEMS IN GREEN ON PAGE 2**

The items to the left are how the car was quoted and that is this price below. Any additional options added will increase this price.

STATE CONTRACT VEHICLE Subtotal \$ 43,010.00

FORD FACTORY VSO (Vehicle Special Order) LIGHTING (used for all other color combinations other than RED/BLUE)			

CHOOSING ANY ITEMS BELOW WILL INCREASE THE ABOVE SUBTOTAL



		DEALER	\$	TYPE YES OR NO
#1-2	TITLE FEE	DEALER	\$ -	INCLUDED
#1-3	TEMP TAGS	DEALER	\$ 20.00	
#1-3	ADDITIONAL SET OF KEYS (comes with 4 already)	DEALER	\$ 285.00	
#1-4	WHEEL COVER (grey hubcaps)	65L	\$ 70.00	
#1-5	3.3L V6 HYBRID	99W/44B	\$ -	
#1-6	3.0L EcoBoost	99C/44U	\$ 2,850.00	
#1-7	INSIDE REAR DOOR LOCKS INOP	68G	\$ 80.00	YES
#1-8	INSIDE REAR DOOR HANDLES INOP	INC IN 68G	\$ -	INCLUDED
#1-9	HIDDEN DOOR PLUNGER/REAR INOP	52P	\$ 160.00	
#1-10	HEATED MIRRORS	STANDARD	\$ -	INCLUDED
#1-11	CARPET	16C	\$ 150.00	
#1-12	RED/WHT DOME IN CARGO	STANDARD	\$ -	INCLUDED
#1-14	KEYLESS ENTRY (4 FOBS) W/O KEYPAD (DEDUCT)	STANDARD	\$ -	INCLUDED
#1-15	REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 60.00	
#1-16	GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	REQUIRED	\$ 350.00	YES
#1-17	HITCH	STANDARD	\$ -	INCLUDED
#1-18	SYNC	STANDARD	\$ -	INCLUDED
#1-19	REAR LIGHT - BLUE/BLUE (RED/BLUE IS STD)	66C & VSO	\$ 460.00	
#1-20	BACKUP CAMERA	STANDARD	\$ -	INCLUDED
#1-21	STREET APPEARANCE (FIRE, DB OR UNMARKED)	65U,64E,FW (RMV SPOT)	\$ 610.00	
<b>**NOTE** Street Appearance package includes Carpet Floor, full non-police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel (64E) and no spotlight. (n/a with Ecoboost motor)</b>				
#1-25	5YR 100K \$0 DED PREMIUM CARE EXT WARRANTY	DEALER	\$ 3,000.00	
#1-26	5YR 150K \$0 DED PREMIUM CARE EXT WARRANTY	DEALER	\$ 4,600.00	
#1-27	1ST ROW WEATHERTECH LINERS	DEALER	\$ 150.00	
<b>**NOTE** Extended Warranties are through Ford and are also available in many configurations. This Extended Warranties I use are the Premium Care (3,000 + Covered Components)</b>				
#1-23	DELIVERY CHARGE	0	\$ -	\$ 150.00

BEACHWOOD PD  
Attn: O'MALLEY  
  
Derek Powers  
Fleet Director  
Cell # is (419) 606-5659  
dpowers@gomontrose.com

TOTAL OF UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 43,590.00
LINE TO BEAT STATE CONTRACT PRICING HELD BY STATEWIDE FORD	\$ (1.00)
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD NOT LISTED ABOVE (IF REQUESTED)	\$ -
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS BELOW	\$ 470.00
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS	\$ -
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	\$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 44,059.00
3 unit/s requested	\$ 132,177.00

QUOTED 12/3/2025  
ORDERED

ACCEPTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

**These items below can be added to the build - Select what you need, or ask Salesman if you have questions**

CODE	DESCRIPTION	PRICE	TYPE YES OR NO
153	License Plate Bracket - Front	\$ -	YES
18D	Global Lock / Unlock feature	\$ -	YES
51T	Spot Lamp - LED Bulb, Driver Only (Whelen)	\$ 420.00	YES
59B	Keyed Alike – 1284x	\$ 50.00	YES
17A	Aux Air Conditioning (STD IN 2025)	INCLUDED	INCLUDED
19K	H8 AGM Battery (STD IN 2025)	INCLUDED	INCLUDED
19V	Rear Camera On-Demand (STD IN 2025)	INCLUDED	INCLUDED
43D	Dark Car Feature (STD IN 2025)	INCLUDED	INCLUDED
47A	Police Engine Idle Feature (STD IN 2025)	INCLUDED	INCLUDED
55B	BLIS - Blind Spot Monitor w/ x Traffic Alt (STD IN 2025)	INCLUDED	INCLUDED
68B	Police Perimeter Alert (STD IN 2025)	INCLUDED	INCLUDED
76P	Pre-Collision Assist w/ Ped. Detection (STD IN 2025)	INCLUDED	INCLUDED
76R	Reverse Sensing System (STD IN 2025)	INCLUDED	INCLUDED
86T	Tail Lamp / Police Housing Only (STD IIN 2025)	INCLUDED	INCLUDED
87P	Power Passenger Seat (STD IN 2025'S)	INCLUDED	INCLUDED
61B	OBD - II Split Connector (N/A IN 2025'S)	N/A	N/A
85S	Rear Center Seat Delete (N/A IN 2025'S)	N/A	N/A
87R	Rear View Camera (mirror display) (N/A IN 2025'S)	N/A	N/A
593	PER. ANTI-THEFT	N/A	N/A
<b>COLOR CHOICE</b>			
YZ	OXFORD WHITE	\$ -	3

**BOB GILLINGHAM FORD**

8383 Brookpark Road  
 Parma, OH 44129  
 216-398-1300

**QUOTATION**

**CITY OF BEACHWOOD**

23355 Mercantile Road  
 Beachwood, OH 44122  
 216-292-1913

**December 5, 2025**

Mark Decress  
 440-829-5719

[mark.decess@beachwoodohio.com](mailto:mark.decess@beachwoodohio.com)

QUANTITY	FORD CODE	ITEM	PRICE	PER	EXTENDED
3	K8A	2026 EXPLORER POLICE INTERCEPTOR	44,750.00	each	134,250.00
	500A	Police Interceptor Utility			
	99B	3.3L V6 Gas Motor			
	44U	10 Speed Transmission			
	YZ	Oxford White			
	96	Cloth Seats Front, Vinyl Rear			
	68G	Rear Door Controls Inoperable (locks, handles, windows)			
	59B	Keyed Alike 1284X (Code B)			
	153	Front License Plate Bracket			
	51T	Spot Lamp-LED Bulb, Driver Only (Whelen)			
18D	Global Lock / Unlock				
3		Title	15.00	each	45.00
<b>TOTAL</b>					<b>134,295.00</b>

Pricing is based on ordering the units. Pricing good for 30 days. No charge for delivery to you.

FIN CODE QF168

**IF YOU NEED A TEMP TAG: ADD \$23.00 EACH.**

George Bode  
 Fleet Manager  
 216-325-1519 Office  
 440-521-0635 cell  
[george@bobgford.com](mailto:george@bobgford.com)

## STATEWIDE FORD – 2026 Ford Police Interceptor Utility (Fleet Sales)

*Purpose-built for law enforcement • Quote-ready Excel mailer*

***State Of Ohio Contract Number RSI031795***

QTY	Description	Code	Unit Price	Total
3	Ford Interceptor SUV (Police Special) – Full Size, 4 Door, V6, AWD	K8A	\$43,010.00	\$129,030.00
<b>STANDARD EQUIPMENT:</b>				
<b>MECHANICAL</b>				
• AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces				
• Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds				
• Lithium-Ion Battery Pack				
• Manual Police Pursuit Mode (Steering Wheel Switch Execution)				
• Brakes – Police calibrated high-performance regenerative braking system				
• 4-Wheel heavy-duty disc w/ heavy-duty front and rear calipers				
• Brake Rotors – large mass for high thermal capacity and calipers with large swept area				
• Electric Power-Assist Steering (EPAS) – Heavy-Duty				
• DC/DC converter – 220-Amp (in lieu of alternator)				
• H8 AGM Battery (Standard; 850 CCA/92-amp)				
• Cooling System – Heavy-duty, large high volume radiator; Engine oil cooler; Transmission oil cooler				
• Engine Idle Hour Meter; Engine Hour Meter				
• Powertrain mounts – Heavy-Duty				
• Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks (includes Class III Trailer Tow Lighting)				
• Wheels — Heavy-duty steel, vented with center cap; Full size spare tire w/TPMS				
<b>INTERIOR FEATURES</b>				
• Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area				
• Column Shifter				
• Seats — Front – Police grade cloth – 6-way power-adjustable with power lumbar; seatback foam designed to accommodate a				
• Built-in steel intrusion plates in both front-seatbacks				
• 2nd Row – Police grade vinyl for easy cleaning				
• Flooring – Heavy-Duty vinyl for durability and easy cleaning				

	<ul style="list-style-type: none"> <li>• Speedometer – Certified Calibration (digital readout + analog gauge)</li> </ul>
	<b>POLICE UPFIT FRIENDLY</b>
	<ul style="list-style-type: none"> <li>• Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)</li> </ul>
	<ul style="list-style-type: none"> <li>• Console mounting plate</li> </ul>
	<ul style="list-style-type: none"> <li>• Dash pass-thru opening for aftermarket wiring</li> </ul>
	<ul style="list-style-type: none"> <li>• Headliner – Easy to service</li> </ul>
	<ul style="list-style-type: none"> <li>• Integrated LED police flashers (available)</li> </ul>
	<b>TECHNOLOGY</b>
	<ul style="list-style-type: none"> <li>• 12.1" Integrated Computer Screen (Available; includes 12.1" touchscreen display in center stack and allows for operation of</li> </ul>
	<ul style="list-style-type: none"> <li>• Police Perimeter Alert (available; detects and analyzes motion in ~270° radius on sides and back of vehicle)</li> </ul>
	<ul style="list-style-type: none"> <li>• Rear Camera On-Demand</li> </ul>
	<ul style="list-style-type: none"> <li>• Rear Auxiliary Liftgate Lights (available; Red/Blue LED lights beneath liftgate glass)</li> </ul>
	<ul style="list-style-type: none"> <li>• Rear Spoiler Traffic Warning Lights (LED) – Fully integrated; provides red/blue/amber directional lighting – fully programmable</li> </ul>
	<ul style="list-style-type: none"> <li>• Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning &amp; Automatic Emergency Braking; unique</li> </ul>
	<ul style="list-style-type: none"> <li>• BLIS® – Blind Spot Monitoring with Cross-traffic Alert</li> </ul>
	<ul style="list-style-type: none"> <li>• Bluetooth® Interface – Hands-free voice command support</li> </ul>
	<b>SAFETY / SECURITY HIGHLIGHTS</b>
	<ul style="list-style-type: none"> <li>• 75-mph Rear-impact Crash Tested (requires full-size spare tire secured in factory location)</li> </ul>
	<ul style="list-style-type: none"> <li>• AdvanceTrac® w/RSC® (Roll Stability Control®) police-tuned sensors integrated with ABS</li> </ul>
	<ul style="list-style-type: none"> <li>• Ballistic Door Panels (available; NIJ certified Type III/IV and additional special-threat rounds)</li> </ul>
	<ul style="list-style-type: none"> <li>• Exterior Key Locks – Driver, passenger and liftgate</li> </ul>
	<ul style="list-style-type: none"> <li>• Simple Fleet Key (no microchip, easy to replace, 4 keys)</li> </ul>
	<ul style="list-style-type: none"> <li>• Police Engine Idle feature</li> </ul>
	<b>WARRANTY</b>
	<ul style="list-style-type: none"> <li>• 3 Year / 36,000 Miles Bumper / Bumper</li> </ul>
	<ul style="list-style-type: none"> <li>• 8 Year / 100,000 Miles Hybrid Unique Components</li> </ul>

OPTIONAL EQUIPMENT					
Qty	Item	Code	Price Each	Total	
	45-Day Tags	Temp	\$20.00	\$0.00	
	Additional Set of Keys w/ FOB (Electronic Keyless Entry)	KFOB	\$285.00	\$0.00	
	Wheel Covers	65L	\$70.00	\$0.00	
	Engine Upgrade: Hybrid Engine 3.3L V6	99W	\$0.00	\$0.00	
	Engine Upgrade: 3.0L V6 EcoBoost	99C	\$2,850.00	\$0.00	
3	Inside Rear Door Locks, Handles, and Window Switches Disabled	68G	\$80.00	\$240.00	
3	Front Red/White Dome Light Between Driver And Passenger Seat	DOME	\$450.00	\$1,350.00	
	Carpet Option	16C	\$150.00	\$0.00	
	Perimeter Anti-Theft Alarm w/ Remote Start	RSTART	\$1,000.00	\$0.00	
	Rear Console Plate	85R	\$60.00	\$0.00	
	Grille LED Lights, Siren & Speaker Pre-Wiring	18X	\$350.00	\$0.00	
	Rear Light Solution (Blue/Blue Cargo Area)	66C	\$460.00	\$0.00	
	Street Appearance Package	65U	\$610.00	\$0.00	
1242	Roundtrip Delivery Miles Per Vehicle, Measured From Statewide Ford To The Customer And Returning To Statewide Ford. (Enter Total Miles In The "QTY" Line)	Delivery	\$0.45	\$1,676.70	
	Delayed Delivery / Storage	Daily	\$20.00	\$0.00	
	Ready for the Road	67H	\$4,050.00	\$0.00	
	Ready for Patrol	67Z	\$15,999.00	\$0.00	
	Ultimate Wiring Package	67U	\$640.00	\$0.00	
	Police Wire Harness Connector Kit - Front/Rear	67V	\$200.00	\$0.00	
	Engine Block Heater	41H	\$190.00	\$0.00	
3	License Plate Bracket - Front	153	\$10.00	\$30.00	
	Front Warning Auxiliary Light	21L	\$580.00	\$0.00	
	Rear Auxiliary Liftgate Lights	43A	\$400.00	\$0.00	
	Rear Quarter Glass Side Marker Lights	63L	\$580.00	\$0.00	

	Rear Spoiler Traffic Warning Lights	96T	\$1,500.00	\$0.00
	Side Marker LED - Sideview Mirrors	63B	\$490.00	\$0.00
	Deflector Plate	76D	\$340.00	\$0.00
	12.1 in. Integrated Computer Screen	47E	\$3,700.00	\$0.00
	Hidden Door-Lock Plunger w/Rear-door controls inoperable	52P	\$160.00	\$0.00
3	Global Lock / Unlock feature	18D	\$0.00	\$0.00
	Keyed Alike – 1435x	59E	\$50.00	\$0.00
3	Keyed Alike – 1284x	59B	\$50.00	\$150.00
	Keyed Alike – 0135x	59D	\$50.00	\$0.00
	Keyed Alike – 0576x	59F	\$50.00	\$0.00
	Keyed Alike – 1111x	59J	\$50.00	\$0.00
	Keyed Alike – 1294x	59C	\$50.00	\$0.00
	Keyed Alike – 0151x	59G	\$50.00	\$0.00
	Ballistic Door Panels (LVL III+) – Driver Front Door Only	90D	\$1,590.00	\$0.00
	Ballistic Door Panels (LVL III+) – Driver & Pass Front Doors	90E	\$3,170.00	\$0.00
	Ballistic Door Panels (LVL IV+) – Driver Front Door Only	90F	\$2,420.00	\$0.00
	Ballistic Door Panels (LVL IV+) – Driver & Pass Front Doors	90G	\$4,830.00	\$0.00
	Rear Bumper Step Pad	16P	\$100.00	\$0.00
	Badge Delete	16D	\$0.00	\$0.00
	Noise Suppression Bonds (Ground Straps)	60R	\$100.00	\$0.00
	18 inch Painted Aluminum Wheels	64E	\$475.00	\$0.00
	5 Year 100,000 Mile Premium Care Warranty With \$100.00 Deductible	ESP2	\$3,160.00	\$0.00
	<b>Exterior Colors</b>			\$0.00
3	Oxford White	YZ	\$0.00	\$0.00
	Agate Black	UM	\$0.00	\$0.00





**Hall Public Safety Upfitters**

2002 Midway Dr.  
Twinsburg, Ohio 44087  
3304251626  
Hallpublicsafety.com

Remit to/Mailing Address  
12400 Beechlawn Ave. N.E.  
Alliance, Ohio 44601

Customer

**Beachwood Police Department**

25325 Fairmount Blvd  
Beachwood, OH 44122

Estimate Date : December 03, 2025

Expiration Date : January 30, 2026

Ship To

23355 Mercantile Rd  
Beachwood, OH 44122

Project : 2026 Ford PIU X 3 - SCE

Sales rep : Caleb Hall

#	Item & Description	Qty	Rate	Amount
1	Car 23, 24, 26	1.00	0.00	0.00
2	RADIO SPEAKER IN HEADLINER!!!!!!!!!!!!!!  IT DEPARTMENT SUPPLYING MDT MONITOR AND PC	1.00	0.00	0.00
3	SCE SKU : SCE ****The below stated estimate includes pricing equivalent to or less than Ohio Cooperative Purchasing and/or ODOT purchasing program. Any product that is not listed under these programs is calculated according to the program specification. MMA7607****	1.00 EA	0.00	0.00
4	1 car- direct swap over- will require new bumper and console and exterior lights re-use all interior lights, mdt, camera radio front cage rear cage gun racks etc.	1.00	0.00	0.00
5	Will re-use from old cars- front cage, rear cage, plastic seat, gun rack, radar, mobile radio, MDT, camera, pre emp, printer.	1.00	0.00	0.00
6	Setina Aluminum Push Bumper with 4 ION TRIO LED lights for SUV'S SKU : PB450L4D-SUV	3.00 EA	895.20	2,685.60
7	Whelen 54" Legacy DUO WeCanX Lightbar- Blue with white front and amber rear SKU : EB2SP3B (possibly re-use 2 lightbars)	3.00 EA	2,930.69	8,792.07
8	Whelen Lightbar Mounted V2V SYNC Module SKU : CLB2V	3.00 EA	225.06	675.18
9	Whelen Lightbar Mount Kit for 20-22 Utility Interceptor SKU : MKEZ105	3.00 EA	60.76	182.28
10	Whelen Cencom Core Amplifier Control Module SKU : C399	2.00 EA	857.46	1,714.92
11	Whelen Siren Amplifier for CORE with One Speaker, Includes Mounting Bracket for 20-25 Ford Police Interceptor Utility SKU : CHWLF29	3.00 EA	459.42	1,378.26

#	Item & Description	Qty	Rate	Amount
12	Whelen Scanport Installation Kit for C399 For 23-24 Chevy Silverado 1500 PPV, 23-24 Ford Super Duty, 24 F-150, 24 Chevy Tahoe, 25 Utility Interceptor SKU : C399SP	3.00 EA	38.44	115.32
13	Whelen Core controller 8 push buttons, 4 position slide switch, 7 position rotary knob and traffic advisor buttons SKU : CCTL6	2.00 EA	287.06	574.12
14	Whelen WeCanX 16 Output Expansion Module SKU : CEM16	2.00 EA	177.32	354.64
15	Whelen compact 100 Watt Composite Speaker SKU : SA315U	3.00 EA	249.86	749.58
16	Whelen SA315 Mount Kit for 25 Utility Interceptor Driver Side SKU : SAK75D	3.00 EA	31.62	94.86
17	Whelen WeCanX Tracer Duo 3-Lamp Housing, "L" Bracket (4 required) Purchased Separately SKU : TCRWX3 B/W B/W B/W Lower side lights	6.00 EA	479.88	2,879.28
18	Whelen Primary DUO Lighthouse Includes lamp Driver, Blue/White SKU : TCRWXPE	6.00 EA	35.34	212.04
19	Whelen Secondary DUO Lighthouse ,Blue/White SKU : TCRWXSE	12.00 EA	35.34	424.08
20	Whelen 1 "L" Bracket and Hardware for Tracer SKU : TCRLBKT	24.00 EA	9.30	223.20
21	Whelen ION T-Series Linear DUO Blue/White SKU : TLI2E undergate	6.00 EA	120.90	725.40
22	Sound Off Taillight Flasher for 16-22 Utility Interceptor SKU : ETTFUT-16 tail light	3.00 EA	101.75	305.25
23	Whelen ION Duo Red/Blue SKU : I2J rear window and rear side windows (only use blue)	12.00 EA	124.62	1,495.44
24	Whelen ION T-Series Linear DUO Blue/White SKU : TLI2E tailgate	6.00 EA	120.90	725.40
25	Havis Vehicle Specific Console for 2025 Utility Interceptor SKU : C-VS-1012-INUT-2	3.00 EA	552.50	1,657.50
26	Havis 1 Piece Equipment Bracket for Motorola APX2500/4500 (R) SKU : C-EB30-APR-1P	3.00 EA	26.40	79.20
27	Havis 1 piece equipment bracket for Whelen Carbide SKU : C-EB40-CCS-1P	3.00 EA	29.60	88.80
28	Havis 1 piece equipment bracket for Motorola CDM750, 1250,1150 (R) SKU : C-EB25-CDR-1P	3.00 EA	26.40	79.20

#	Item & Description	Qty	Rate	Amount
29	Havis Internal Adjustable Dual Cup Holder SKU : CUP2-1001	3.00 EA	53.60	160.80
30	Havis large pad flip arm rest SKU : C-ARM-103	3.00 EA	145.60	436.80
31	Havis mic clip bracket SKU : C-MCB	6.00 EA	15.20	91.20
32	Havis Charge Guard battery saver/timer SKU : CG-X	3.00 EA	85.60	256.80
33	Westin Tablet & Keyboard Mount w/ Two Telescoping Posts and Universal Display Bracket SKU : 500-0006	2.00 EA	458.66	917.32
34	Able 2 Accessory Triplet outlet SKU : 14.0553	3.00 EA	32.63	97.89
35	Whelen 6" round dome light, red/white SKU : 60CREGCS rear area and officer area	6.00 EA	156.24	937.44
36	Whelen 3' Round LED compartment light, white SKU : 3SC0CDCR	3.00 EA	58.28	174.84
37	Magnetic Mic SKU : MMSU-1	6.00 EA	37.95	227.70
38	Two way radio antenna and cable SKU : Antenna	6.00 EA	125.00	750.00
39	Labor - Mobile SKU : Labor - Mobile Remove needed equipment from old cruiser to be used for new cruiser.	3.00	750.00	2,250.00
40	Labor - Mobile SKU : Labor - Mobile Install lightbar, console, mobile radios and antennas, siren/light controller, 6 corner LED kit, push bumper, grill lights, rear side window lights, rear deck lights, MDT system, new multi camera system, front partition with gun rack, rear partition, and misc. other items, wire in and test.	3.00	4,500.00	13,500.00
41	Misc. wires SKU : Misc. wires Misc. wires, connectors and supplies	3.00 EA	450.00	1,350.00
42	Data control harness and cables SKU : Data control	3.00 EA	175.00	525.00
43	MNJ 6 In 1 Sharkfin Antenna 2XLTE SKU : MNJ14223478	3.00 EA	290.00	870.00
44	Setina Cargo Box, Lift Top with Combination Lock, Base Sliding with Combination Lock for 20-25 Utility Interceptor SKU : TK0243ITU20	3.00 EA	1,615.20	4,845.60
45	Setina cargo radio tray SKU : TPA9289	3.00 EA	311.99	935.97
			Sub Total	54,538.98

Shipping charge

1,700.00

**Total**

**\$56,238.98**

### Notes

Thank you for your business !!

### Terms & Conditions

Estimate is good for 30 days

# Classic Designs

25057 Broadway Ave, Oakwood Village, OH 44146  
Ph 440-786-7515

# Quote

DATE 12/8/2025  
Quotation # 20251208  
Customer ID

Quotation For:  
Chief: Dan Grispingo  
Beachwood Police Dept.  
2700 Richmond Rd.  
Beachwood, OH 44122

Quotation valid until:  
Prepared by:

Comments or Special Instructions: None

**4 NEW EXPLORERS**

2025-2026

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
MARC					Due on receipt
QUANTITY	DESCRIPTION		UNIT PRICE	TAXABLE?	AMOUNT
4	Install new decals printed on 3M IJ180 CV3 vinyl with 3M 8518 gloss overlaminates. Lettering and patches to be cut or printed from 3M IJ 680CR reflective vinyl and 3M 680CR cut reflective vinyl. White reflective chevrons on rear of tailgate.		1,225.00		4,900.00

**THANK YOU FOR YOUR BUSINESS!**

Order Confirmed by: \_\_\_\_\_

Signature

Printed Name

Date

SUBTOTAL	\$ 4,900.00
TAX RATE	8.00%
SALES TAX	-
OTHER	-
<b>TOTAL</b>	<b>\$ 4,900.00</b>

- 1.1 The Contract will not be made until an Order Confirmation has been issued by the Seller.
- 1.2 The Contract is subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions and all previous oral or written representations made by the Seller, but subject to the provisions of Condition 1.3.
- 1.3 No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and Seller.
- 1.4 The Buyer must ensure that the terms of the Quotation and any applicable specification are complete and accurate. If the Buyer wishes to amend any aspect of the information the Buyer has given it must contact the Seller immediately. The Seller will use reasonable endeavors to implement any such amendment which the Buyer requests. The Seller cannot guarantee that it will be able to do so after the

amendment which the Buyer requests, the Seller cannot guarantee that it will be able to do so after the Order confirmation has been issued. If such amendment changes any other aspect of the Quotation (for example the price) and the Seller is able and willing to amend it, then the Seller will send the Buyer a new Order Confirmation.

1.5 All Quotations are, unless agreed otherwise in writing, valid for 30 days only or until earlier acceptance by the Buyer after which time they may be altered by the Seller without giving notice to the Buyer.