



**REGULAR CITY COUNCIL MEETING MINUTES
MONDAY, APRIL 6, 2026, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD,
BEACHWOOD, OHIO 44122**

Called to order at 7:00 PM by Council President Danielle Shoykhet

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

1. Roll Call

Present - Ms. DeLong, Mr. Isaacson, Ms. Jacobs, Ms. Shoykhet, Mr. Smith,
Absent - Ms. Stern, Ms. Taylor

Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Ciuni, Police Chief
Grispino, Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Mr. Roenigk,
Mr. Rose, Ms. Rutkowski, Mr. Schroeder

2. Presentation regarding County Sewer Maintenance

Michael Dever, Director of Public Works for Cuyahoga County made presentation

3. Citizen's Remarks (City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)

(Please see Video Recording for full remarks:

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

Larry Coven

Mr. Coven made remarks

4. Reports

a. Mayor

Mayor Berns reported on FirstEnergy's planned upgrades to existing streetlamps, noting that anticipated start and completion dates have not yet been established. He also expressed his appreciation to the Community Services Department for organizing the recent Mayor's Breakfast event.

b. Council Members (non-agenda items)

Mr. Isaacson spoke regarding the proposed rezoning of 24700 Chagrin Boulevard and provided an overview of the rezoning process.

c. Department Directors

Mr. Arrietta reported that Tri Mor will be mobilizing on Greenlawn to complete tree lawn restoration and other remaining work associated with the sewer project.

Mr. Schroeder shared that pool passes are currently on sale and provided updates on upcoming events, including the Block Party registration, various Save-the-Date events, the Hometown Heroes Celebration on Monday, May 18th at 5:30 p.m., and the Gordon Gateway Dedication at City Hall on Tuesday, May 19th at 5:30 p.m.

Mr. Roenigk provided a Building Department update, noting the hiring of a new inspector and discussed the implementation of the citywide property maintenance program for both residential and commercial properties for the summer season.

Ms. Bieterman reported on Economic Development activities, including several new office openings.

Consent Agenda

Approval of Minutes:

Regular City Council Meeting held on March 9, 2026

Special City Council Meeting held on March 30, 2026

Ordinances

1. 2026-12

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

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

Voice Vote

On the Suspension:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

New Business (Regular Agenda)

Ordinances

1. 2026-13

An Ordinance determining to Proceed with the Improvement of Blossom Road between Certain Termini in the City of Beachwood by providing street lighting; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

2. 2026-14

An Ordinance determining to Proceed with the Improvement of George Zeiger Drive between Certain Termini in the City of Beachwood by providing street lighting; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

Resolutions

1. 2026-39

A Resolution authorizing Declarations of Intent under U.S. Treasury Regulations with respect to Reimbursements from Proceeds of Bonds, Notes or other Obligations of Temporary Advances made for Payments prior to Issuance, and Related Matters; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

2. 2026-40

A Resolution accepting a Certain Bid from RJ Kirkland Construction Co. Inc. for the Public Works Department Roof Replacement Project; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

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

Voice Vote

On the Adoption:

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

3. 2026-41

A Resolution accepting a Certain Bid from A&J Cement Contractors, Inc. for the 2026 Concrete Road Patch Program; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

4. 2026-42

A Resolution Authorizing the Mayor to issue a Purchase Order for Emergency Repairs to the Public Works Facility Roof and related Remediations Services; and declaring this to be an urgent measure

Moved by: A. Jacobs, Seconded by: A. Isaacson

Voice Vote

On the Suspension:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

5. 2026-43

A Resolution authorizing the Mayor to enter into an Agreement with Branden R. Burns, LLC to provide Pool Management Services for the 2026 and 2027 Seasons for the Beachwood Family Aquatic Center; and declaring this to be an urgent measure

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

Voice Vote

On the Suspension:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 5

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Executive Session Discussion regarding:

Executive Session discussion to consider

Moved by D. Shoykhet, seconded by P. Smith, at 8:02 P.M. to enter Executive Session.

ROLL CALL:

Yes: Ms. DeLong, Mr. Isaacson, Ms. Jacobs, Ms. Shoykhet, Mr. Smith

No: 0

Abstain: 0

Not Voting: 0

Back on the Record at 8:50 P.M.

Adjourn Executive Session at 8:50 P.M.

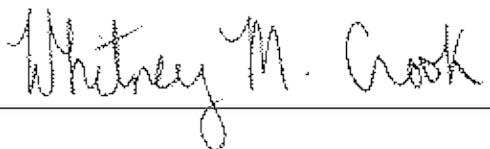
Any other matters coming before City Council

None

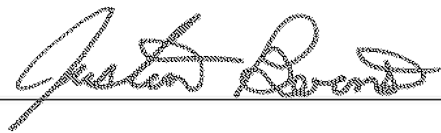
Adjournment

Adjourn to the next Regular City Council Meeting at 8:50 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Monday, April 20, 2026 at 7 PM in
Council Chambers. For all updates regarding Council Meetings, please visit:
www.BeachwoodOhio.com

Council Members: Danielle Shoykhet - Council President
Jillian DeLong – Council Vice-President
Alex Jacobs, Alec Isaacson, 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:

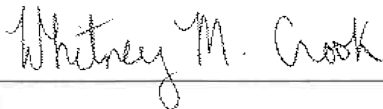
For Supplies and Services	April 6th, 2026	\$	62,572.80
GPD	Engineering Services	\$	13,665.00
Granicus	Invoice	\$	24,339.30
ICC Comm Development	Invoice	\$	18,000.00
Micheal Wildermuth	Plan Review Services	\$	1,937.50
Perspectus	Professional Services	\$	512.50
Roetzel	Legal Services	\$	2,978.50
Tactical Planning	Plan Review Services	\$	1,140.00

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 6th of April 2026 and presented to the Mayor.


Clerk

Approval: I have approved this legislation this 7th day of April 2026 and filed it with the Clerk.


Mayor

Summary of Engineering Invoices **April 13, 2026 Professional Service Ordinance**

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2026	2025	2024	
								ENCUMBRANCES			
2026119.00-2	3/13/2026	\$3,260.00	\$0.00	\$3,260.00	General			X			ok
2026119.02-1	3/13/2026	\$1,020.00	\$0.00	\$1,020.00	General			X			ok
2025119.11-6	3/13/2026	\$3,135.00	\$0.00	\$3,135.00	Capital				X		ok
2025119.06-9	3/13/2026	\$240.00	\$0.00	\$240.00	Capital				X		ok
2024119.04-17	3/13/2026	\$2,650.00	\$0.00	\$2,650.00	Capital					X	ok
2026119.90	3/13/2026	\$3,360.00	\$0.00	\$3,360.00	General			X			ok
			\$0.00	\$0.00							
			\$0.00	\$0.00							
			\$0.00	\$0.00							

Total To Pay	<u><u>\$13,665.00</u></u>
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Total Capital Fund	\$6,025.00
Total General Fund	\$7,640.00
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u><u>\$13,665.00</u></u>

RECEIVED

MAR 23 2026



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

Invoice

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

March 13, 2026

Invoice No: 2026119.00 - 2

Invoice Total	\$3,260.00
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Project 2026119.00 Beachwood - General Engineering
Professional Services from January 31, 2026 to February 27, 2026

Task 100 General Meeting Attendance

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Glass, Matthew	1.00	140.00	140.00	
Hyde, Michael	5.00	140.00	700.00	
Totals	6.00		840.00	
Total Labor				840.00
Total this Task				\$840.00

Task 200 General Engineering (Under \$2,500 Fee)

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Gaspar, David	1.00	140.00	140.00	
Glass, Matthew	3.00	140.00	420.00	
Design Engineer				
Bartlett, Margaret	10.00	120.00	1,200.00	
Villers, Alicia	2.00	120.00	240.00	
Totals	16.00		2,000.00	
Total Labor				2,000.00
Total this Task				\$2,000.00

Task 201 CWD - SWMRP app - Bryden Road

Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Gorog, Brian	3.00	140.00	420.00	
Totals	3.00		420.00	
Total Labor				420.00

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

DATE: 3-18-26
 P/O: 2026-00077

Project	2026119.00	Beachwood - General Engineering	Invoice	2
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Total this Task \$420.00

Total this Invoice \$3,260.00

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Outstanding Invoices

Number	Date	Balance
1	2/13/2026	1,525.00
Total		1,525.00

Billings to Date

	Current	Prior	Total
Labor	3,260.00	1,525.00	4,785.00
Totals	3,260.00	1,525.00	4,785.00

✓

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.00-1	2026119.00	01/30/26	BUILDING	\$1,525.00
03/13/26	2026119.00-2	2026119.00	02/27/26	BUILDING	\$3,260.00

\$4,785.00

RECEIVED

MAR 23 2026



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

Invoice

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

March 13, 2026

Invoice No: 2026119.02 - 1

Invoice Total	\$1,020.00
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Project 2026119.02 Beachwood - 2026 Road Program Assistance
Professional Services from January 31, 2026 to February 27, 2026

Task 001 Road Program Assistance as requested

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Glass, Matthew	3.00	140.00	420.00
Design Engineer			
Levis, Andrew	5.00	120.00	600.00
Totals	8.00		1,020.00
Total Labor			1,020.00
Total this Task			\$1,020.00
Total this Invoice			\$1,020.00

Billings to Date

	Current	Prior	Total
Labor	1,020.00	0.00	1,020.00
Totals	1,020.00	0.00	1,020.00

APPROVED FOR PAYMENT
 BY: C. Carretta
 DATE: 3-18-26
 P/O: 2026-00077

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/13/26	2026119.02-1	2026119.02	02/27/26	SERVICE	\$1,020.00

\$1,020.00



RECEIVED
MAR 23 2026

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

Invoice

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

March 13, 2026
 Invoice No: 2025119.11 - 6

Invoice Total	\$3,135.00
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Project 2025119.11 Beachwood - Park East Reconstruction
Professional Services from January 31, 2026 to February 27, 2026

Task 100 Design
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	5.00	165.00	825.00	
Sr. Project Manager				
Glass, Matthew	10.00	140.00	1,400.00	
Smith, Jason	6.50	140.00	910.00	
Totals	21.50		3,135.00	
Total Labor				3,135.00
Total this Task				\$3,135.00
Total this Invoice				<u>\$3,135.00</u> <i>1K</i>

Outstanding Invoices

Number	Date	Balance
5	2/13/2026	18,435.00
Total		18,435.00

SVC
 APPROVED FOR PAYMENT
 BY: *C. Cimetta*
 DATE: 3-18-26
 P/O: 2025-02334

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/10/25	2025119.11-1	2025119.11	09/26/25	SERVICE	\$1,784.25
11/14/25	2025119.11-2R	2025119.11	10/31/25	SERVICE	\$38,633.25
12/12/25	2025119.11-3	2025119.11	11/28/25	SERVICE	\$27,855.01
12/31/25	2025119.11-4	2025119.11	12/31/25	SERVICE	\$22,895.75
02/13/26	2025119.11-5	2025119.11	01/30/26	SERVICE	\$18,435.00
03/13/26	2025119.11-6	2025119.11	02/27/26	SERVICE	\$3,135.00

\$112,738.26

RECEIVED

MAR 23 2026



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

Invoice

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

March 13, 2026

Invoice No: 2025119.06 - 9

Invoice	\$240.00
Total	

Project 2025119.06 Beachwood - Timberlane - Green Phase2 - CA
 Checking shop drawings, pre-con, answer RFIs, and review schedule.
Professional Services from January 31, 2026 to February 27, 2026

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount
Design Engineer			
Villers, Alicia	2.00	120.00	240.00
Totals	2.00		240.00
Total Labor			240.00

Total this Task \$240.00

Billing Limits

	Current	Prior	To-Date
Total Billings	240.00	44,335.77	44,575.77
Limit			45,000.00
Remaining			424.23

Total this Invoice \$240.00

Outstanding Invoices

Number	Date	Balance
8	2/13/2026	360.00
Total		360.00

APPROVED FOR PAYMENT
 BY: [Signature]
 DATE: 3-16-26
 P/O: 2025-01385

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/06/25	2025119.06-1	2025119.06	05/30/25	SERVICE	\$9,478.38
07/11/25	2025119.06-2	2025119.06	06/27/25	SERVICE	\$4,237.00
08/06/25	2025119.06-3	2025119.06	07/25/25	SERVICE	\$9,079.38
09/12/25	2025119.06-4	2025119.06	08/29/25	SERVICE	\$11,371.13
10/10/25	2025119.06-5	2025119.06	09/26/25	SERVICE	\$6,766.63
11/14/25	2025119.06-6	2025119.06	10/31/25	SERVICE	\$2,215.50
12/12/25	2025119.06-7	2025119.06	11/28/25	SERVICE	\$827.75
02/13/26	2025119.06-8	2025119.06	01/30/26	SERVICE	\$360.00
03/13/26	2025119.06-9	2025119.06	02/27/26	SERVICE	\$240.00

\$44,575.77

RECEIVED

MAR 23 2026



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

Invoice

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

March 13, 2026

Invoice No: 2024119.04 - 17

Invoice Total	\$2,650.00
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Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from December 27, 2025 to February 27, 2026

Task	100	Pre-Design
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Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Glass, Matthew	6.00	140.00	840.00
Wojciechowski, Kevin	9.50	140.00	1,330.00
Design Engineer			
Watson, Tyler	4.00	120.00	480.00
Totals	19.50		2,650.00
Total Labor			2,650.00

Total this Task	\$2,650.00
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Billing Limits

	Current	Prior	To-Date
Total Billings	2,650.00	171,768.26	174,418.26 ✓
Limit			175,404.00
Remaining			985.74

Total this Invoice	\$2,650.00 ✓
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SVC
APPROVED FOR PAYMENT
BY: C. C. [Signature]
DATE: 3-18-26
P/O: 2025-00117

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	\$478.50
04/12/24	2024119.04-2R	2024119.04	03/29/24	SERVICE	\$3,568.50
05/10/24	2024119.04-3R	2024119.04	04/26/24	SERVICE	\$22,128.25
06/14/24	2024119.04-4	2024119.04	05/31/24	SERVICE	\$24,902.38
07/10/24	2024119.04-5	2024119.04	06/28/24	SERVICE	\$39,463.25
08/09/24	2024119.04-6	2024119.04	07/26/24	SERVICE	\$3,864.75
09/13/24	2024119.04-7	2024119.04	08/30/24	SERVICE	\$13,931.75
10/11/24	2024119.04-8	2024119.04	09/27/24	SERVICE	\$4,618.00
11/08/24	2024119.04-9	2024119.04	10/25/24	SERVICE	\$9,180.00
12/13/24	2024119.04-10	2024119.04	11/29/24	SERVICE	\$10,331.25
01/10/25	2024119.04-11	2024119.04	12/21/24	SERVICE	\$10,598.50
02/14/25	2024119.04-12	2024119.04	01/31/25	SERVICE	\$12,029.88
03/14/25	2024119.04-13	2024119.04	02/28/25	SERVICE	\$717.00
04/10/25	2024119.04-14	2024119.04	03/28/25	SERVICE	\$2,131.50
05/09/25	2024119.04-15	2024119.04	04/25/25	SERVICE	\$13,466.25
06/09/25	2024119.04-16	2024119.04	05/30/25	SERVICE	\$358.50
03/13/26	2024119.04-17	2024119.04	02/27/26	SERVICE	\$2,650.00

\$174,418.26

RECEIVED

MAR 23 2026



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

Invoice

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

March 13, 2026

Invoice No: 2026119.90 - 2

Invoice	\$3,360.00
Total	

Project 2026119.90 Beachwood - 2026 Traffic Services 2026

Letter Proposal

Max Not to Exceed \$36,000.00

Professional Services from January 31, 2026 to February 27, 2026

Task 051 February Traffic Services

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Westbrooks, Kevin	21.00	140.00	2,940.00
Design Engineer			
Tondra, Brandon	3.50	120.00	420.00
Totals	24.50		3,360.00
Total Labor			3,360.00
Total this Task			\$3,360.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,360.00	2,770.00	6,130.00
Limit			36,000.00
Remaining			29,870.00

Total this Invoice **\$3,360.00****Outstanding Invoices**

Number	Date	Balance
1	2/13/2026	2,770.00
Total		2,770.00

Pol
 APPROVED FOR PAYMENT
 BY: D.C. Reese
 DATE: 03-17-2026
 P/O: 2026-00175

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

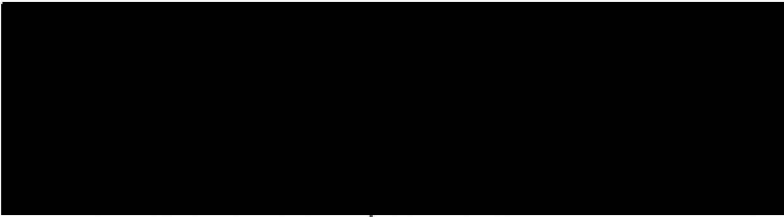
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/13/26	2026119.90-1	2026119.90	01/30/26	POLICE	\$2,770.00
03/13/26	2026119.90-1	2026119.90	02/27/26	POLICE	\$3,360.00

\$6,130.00



Invoice

Date	02/09/2026	Invoice #	224248
Terms	Net 30	Due Date	03/11/2026
P.O. Number:			



Bill To	Sold To
Accounts Payable Beachwood, OH City of Beachwood 25325 Fairmount Blvd Beachwood OH 44122 United States	Accounts Payable Beachwood, OH City of Beachwood 25325 Fairmount Blvd Beachwood OH 44122 United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Indexed Meeting/Event	03/01/2026	02/28/2027	0.00%	\$0.00	\$2,346.60
Remote Switching of Meeting/Event	03/01/2026	02/28/2027	0.00%	\$0.00	\$4,022.70
Avior™ 50	03/01/2026	02/28/2027	0.00%	\$0.00	\$19,470.00

Subtotal	\$25,839.30
Tax Total	\$0.00
Total	\$25,839.30
Amount Paid	\$1,500.00
Amount Due	\$24,339.30 USD

Notes:
Credit memo 25097 applied in the amount of \$1,500.00,
total amount due is \$24,339.30

For any questions about your invoice, please contact
us at AR@granicus.com or 1-800-314-0147

Thank you for your business



COMMUNITY
DEVELOPMENT
SOLUTIONS
Formerly General Code CMS LLC

Remit To:
P.O. Box 772511
Detroit MI 48277-2511

Invoice No: CMS0028294
Invoice Date: 2/1/2026
Due Date: 3/3/2026
Terms: Net 30
Customer No: BE3168
PO:

RECEIVED

MAR 20 2026

FINANCE DEPT

Bill To:

City of Beachwood
Mr. Craig Kaufman
25325 Fairmount Boulevard

Beachwood OH 44122

Laserfiche Support Renewal

Maintenance Start: 4/13/2026

Maintenance Ends: 4/12/2027

Qty	Item/Description:	Amount
1	LF Cloud Municipality Site Lic	\$18,000.00

Ok to Pay

APPROVED FOR PAYMENT

BY: Craig Kaufman IT Manager

DATE: _____

P/O: PO# 2026-00566 03/12/2026

Subtotal	\$18,000.00
EXEMPT	\$0.00
Payment/Credit:	\$0.00
Total Due	\$18,000.00

Invoice Questions: (800)836-8834 x212 * Fax(585)328-8189 accounting@generalcode.com

This invoice is subject to ICC CDS Terms & Conditions which are available at

<https://icc-cds.com/terms-conditions/>

We Appreciate your business!

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

2/1/2026

Lincoln R. Penell

Accounting Administrator

MHW
MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED
MAR 23 2026
FINANCE DEPT

March 5, 2026

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

Re: Building Department
INVOICE
Plan Review Services for February 2026

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

Plan Review for the month of February 2026..... \$1937.50
Cost Breakdown Sheet Attached

Total amount due.....\$1937.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT
BY: _____
DATE: 3-18-26
P/O: _____

All covered fund

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

		Feb. 2026 Beachwood Plan Review		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2602-1 2/20/2026	CBLDALT2026-08	Crush Fitness 24295 Chagrin	4.0 H	\$500.00
CB2603-1 2/19/2026	CBLDALT2026-14	FCSLA Tilts	3.5	\$437.50
CB2544-3 2/20/26	CBLDALT2026-6 (25-08998-3)	Green Place Apts – REV 2	2.0	\$250.00
CB2605-1 3/5/2026	BW 150226	Salazar FP	2.0	\$250.00
CB2606-1 3/5/2026	BW 150463	Victoria's Secret Arch. and Struct. Mods	4	\$500.00
		Total	15.5 H	\$1937.50

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

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

Invoice number 23507
Date 03/11/2026

Project **24135 CITY OF BEACHWOOD - CITY
HALL GLAZING REPLACEMENT**

Professional Services through 02/28/2026

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design/Design Development	5,250.00	100.00	5,250.00	5,250.00	0.00	0.00
Construction Documents	5,125.00	100.00	5,125.00	5,125.00	0.00	0.00
Bidding/Construction Phase Services	5,125.00	80.00	3,587.50	4,100.00	1,025.00	512.50
Subtotal	15,500.00	93.39	13,962.50	14,475.00	1,025.00	512.50
Total	15,500.00	93.39	13,962.50	14,475.00	1,025.00	512.50

Invoice total **512.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23387	02/09/2026	512.50		512.50			
23507	03/11/2026	512.50	512.50				
Total		1,025.00	512.50	512.50	0.00	0.00	0.00

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: February 25, 2026
Invoice Number: 1536644
Matter Number: 144096.0004
Method of Delivery: Email

Client: City Of Beachwood
Matter: Excess Routine Legal Services

For professional services rendered through January 31, 2026

Fees	740.00
Total Amount Due	\$740.00

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 3/19/2026
P/O: 2026-00196



ROETZEL

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

RECEIVED

MAR 23 2026

FINANCE DEPT

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: February 25, 2026
Invoice Number: 1536645
Matter Number: 144096.0005
Method of Delivery: Email

Client: City Of Beachwood
Matter: Special Legal Services

For professional services rendered through January 31, 2026

Fees	138.50
Total Amount Due	\$138.50

Please include Invoice Number or Matter Number with Remittance

Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 3/19/2026
P/O: 2026-00196

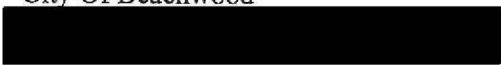
THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

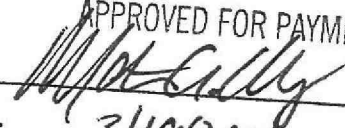
Invoice Date: February 25, 2026
Invoice Number: 1536646
Matter Number: 144096.0009
Method of Delivery: Email

Client: City Of Beachwood
Matter: 

For professional services rendered through January 31, 2026

Fees	35.00
Total Amount Due	\$35.00

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: 
DATE: 3/19/2026
P/O: 2026-00196



ROETZEL

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

RECEIVED

MAR 23 2026

FINANCE DEPT

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: February 25, 2026
Invoice Number: 1536647
Matter Number: 144096.0010
Method of Delivery: Email

Client: City Of Beachwood

Matter: [REDACTED]

For professional services rendered through January 31, 2026

Fees	165.00
Total Amount Due	\$165.00

Please include Invoice Number or Matter Number with Remittance

Please remit payment upon receipt

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 3/19/2026

P/O: 2026-00196

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com



ROETZEL

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

RECEIVED

MAR 23 2026

FINANCE DEPT

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: February 25, 2026
Invoice Number: 1536648
Matter Number: 144096.0011
Method of Delivery: Email

Client: City Of Beachwood

Matter: [REDACTED]

For professional services rendered through January 31, 2026

Fees

630.00

Total Amount Due

\$630.00

Please include Invoice Number or Matter Number with Remittance

Please remit payment upon receipt

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 3/19/2026

P/O: 2026-00196

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: February 25, 2026
Invoice Number: 1536649
Matter Number: 144096.0013
Method of Delivery: Email

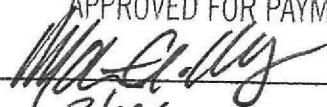
Client: City Of Beachwood
Matter: [REDACTED]

For professional services rendered through January 31, 2026

Fees 1,270.00

Total Amount Due \$1,270.00

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: 
DATE: 3/19/2026
P/O: 2026-00196

Tactical Planning, LLC

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

INVOICE

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

March 4, 2026

FED ID

P.O. 2025-02090

INV # BW-2602

For professional planning services rendered with regard to development of the former Fairmount Temple property in accordance with **P.O. 2025-02090** as follows:

Meetings with City Staff and Attorneys (2/10/26, 2/13/26, 2/17/26)

G. Smerigan	4.0 Hours	@	\$120.00 / hour	\$480.00
-------------	-----------	---	-----------------	----------

Coordination with TIF Attorney

G. Smerigan	2.0 Hours	@	\$120.00 / hour	\$240.00
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Meeting with School Representatives (2/11/26)

G. Smerigan	1.5 Hours	@	\$120.00 / hour	\$180.00
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Coordination with Development Team

G. Smerigan	2.0 Hours	@	\$120.00 / hour	\$240.00
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TOTAL DUE THIS INVOICE

\$1,140.00

Thank you,

APPROVED FOR PAYMENT

BY: _____

Approved: 3/4/2026

DATE: _____

P/O: _____



George Smerigan
Managing Member

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF BLOSSOM ROAD BETWEEN CERTAIN TERMINI IN THE CITY OF BEACHWOOD, OHIO BY PROVIDING STREET LIGHTING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, this Council adopted Resolution No. 2026-31 (the Resolution of Necessity) on March 9, 2026, declaring the necessity of making the improvement described in Section 1.

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

Section 1: It is determined to proceed with the improvement of certain properties in the City by improving Blossom Road from Timberlane Road to the southerly terminus of Blossom Road by providing street lighting for a period of five years with seven underground-fed, 100-watt high pressure sodium post top lamps.

Section 2: The improvement shall be made in accordance with the provisions of the Resolution of Necessity, and with the specifications and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3: The portion of the cost of the improvement to be assessed in accordance with the Resolution of Necessity shall be assessed in the manner and pursuant to the payment schedule set forth, and on the lots and lands described, in the Resolution of Necessity.

Section 4: The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

Section 5: The Clerk of Council shall deliver a certified copy of this Ordinance to the County Fiscal Officer within 15 days after its passage.

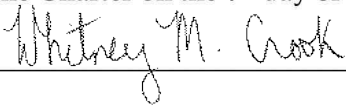
Section 6: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were held, in meetings open to the public, in compliance with the law.

Section 7: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety, or the efficient operation of the City, and for the further reason that the immediate provision of lighting of said Public Street is necessary for safer and more convenient travel upon said street.

ORDINANCE NO. 2026-13

Attest:

I hereby certify this legislation was duly adopted on the 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.


Clerk

Approval:

I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.


Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns Finance Chair Jillian Delong
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Street Lighting Blossom Lane and George Zeiger
DATE: March 10, 2026

With the passage of the Resolution of Necessity for Streetlights on Blossom Drive and George Zeiger Drive the next step is to proceed with the Improvement. The final step will be an ordinance to assess the property owners.

Once again, this process is necessary for the City to have a revenue source to pay for the streetlights on Blossom and George Zeiger. The cost each year is determined by dividing the appropriate invoice for city streetlights by the number of lights on each street including the electrical consumption fees.

With your approval I would like to place this ordinance on the next available Council agenda.

Please let me know if you have any questions.

Thank You.

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF GEORGE ZEIGER DRIVE BETWEEN CERTAIN TERMINI IN THE CITY OF BEACHWOOD, OHIO, BY PROVIDING STREET LIGHTING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, this Council has adopted Resolution No. 2026-32 on March 9, 2026 (the Resolution of Necessity), declaring the necessity of making the improvement described in Section 1;

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

Section 1. It is determined to proceed with the improvement of George Zeiger Drive from Cedar Road to Richmond Road by providing street lighting for a period of five years within underground-fed, shoe box on steel poles, 250-watt high pressure sodium lamps.

Section 2. The improvement shall be made in accordance with the provisions of the Resolution of Necessity, and with the specifications and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3. The portion of the cost of the improvement to be assessed in accordance with the Resolution of Necessity shall be assessed in the manner and pursuant to the payment schedule set forth, and on the lots and lands described, in the Resolution of Necessity.

Section 4. The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

Section 5. The Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor within 15 days after its passage.

Section 6. The improvement shall be made and provided in accordance with the ordinances of the City and shall be financed as provided in the Resolution of Necessity.

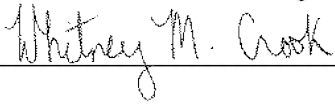
Section 7. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were held, in meetings open to the public, in compliance with the law.

Section 8. This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety, or the efficient operation of the City, and for the further reason that the immediate provision of lighting of said public street is necessary for safer and more convenient travel upon said street.

ORDINANCE NO. 2026-14

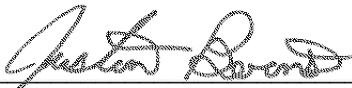
Attest:

I hereby certify this legislation was duly adopted on the 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.


Clerk

Approval:

I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.


Mayor

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns Finance Chair Jillian Delong
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Street Lighting Blossom Lane and George Zeiger
DATE: March 10, 2026

With the passage of the Resolution of Necessity for Streetlights on Blossom Drive and George Zeiger Drive the next step is to proceed with the Improvement. The final step will be an ordinance to assess the property owners.

Once again, this process is necessary for the City to have a revenue source to pay for the streetlights on Blossom and George Zeiger. The cost each year is determined by dividing the appropriate invoice for city streetlights by the number of lights on each street including the electrical consumption fees.

With your approval I would like to place this ordinance on the next available Council agenda.

Please let me know if you have any questions.

Thank You.

A RESOLUTION AUTHORIZING DECLARATIONS OF OFFICIAL INTENT UNDER U.S. TREASURY REGULATIONS WITH RESPECT TO REIMBURSEMENTS FROM PROCEEDS OF BONDS, NOTES OR OTHER OBLIGATIONS OF TEMPORARY ADVANCES MADE FOR PAYMENTS PRIOR TO ISSUANCE, AND RELATED MATTERS; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, United States Treasury Regulations §1.150-2 (the “Reimbursement Regulations”) prescribe conditions under which proceeds of bonds, notes or other obligations (“Bonds”) used to reimburse advances made for capital and certain expenditures (“Original Expenditures”) paid before the issuance of such Bonds will be deemed to be expended for purposes of the Internal Revenue Code of 1986, as amended (the “upon such reimbursement so that the proceeds so used will no longer be subject to requirements or restrictions under those sections of the Code”);

WHEREAS, certain provisions of the Reimbursement Regulations require that there be a Declaration of Official Intent not later than 60 days following payment of the Original Expenditures expected to be reimbursed from proceeds of Bonds, and that the reimbursement occur within certain prescribed time periods after an Original Expenditure is paid or after the property resulting from that Original Expenditure is placed in service; and

WHEREAS, this Council wishes to take steps to comply with the Reimbursement Regulations;

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

Section 1. Definitions. The following definitions apply to the terms used herein:

“Authorized Officer” means the Mayor or the Director of Finance or any person designated for the purpose by those officers.

“Declaration of Official Intent” means a declaration of intent, in the form and manner and time contemplated in the Reimbursement Regulations, that the advances for Original Expenditures referred to therein are reasonably expected to be reimbursed from the proceeds of Bonds to be issued after those Original Expenditures are paid.

“Reimbursement” or “reimburse” means the restoration to the City of money temporarily advanced from its other funds and spent for Original Expenditures before the issuance of the Bonds, evidenced in writing by an allocation on the books and records of the City that shows the use of the proceeds of the Bonds to restore the money advanced for the Original Expenditures. “Reimbursement” or “reimburse” generally does not include the refunding or retiring of Bonds previously issued and sold to, or borrowings from, unrelated entities.

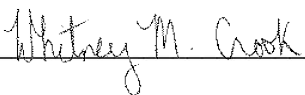
Section 2. Authorization and Requirement of Declarations of Official Intent. Each Authorized Officer is authorized: (a) to prepare and sign Declarations of Official Intent in substantially the form attached as Exhibit A with respect to Original Expenditures to which the Reimbursement Regulations apply to be made from money temporarily advanced and that is reasonably expected to be reimbursed (in accordance with applicable authorizations, policies and practices) from the proceeds of Bonds; (b) to make appropriate reimbursement and timely allocations from the proceeds of the Bonds to reimburse such Original Expenditures; and (c) to take any other actions as may be appropriate, all at the times and in the manner required under the Reimbursement Regulations, in order for the reimbursement to be treated as an expenditure of such proceeds for purposes of Sections 103 and 141 to 150 of the Code. No advance from any fund or account or order for payment may be made for Original Expenditures (other than expenditures excepted from such requirement under the Regulations) that are to be reimbursed subsequently from proceeds of Bonds unless a Declaration of Official Intent with respect thereto is made within the time required by the Reimbursement Regulations.

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

Section 4. This Resolution is declared to be an urgent measure necessary for the preservation of the public peace, health, safety, or the efficient operation of the City, and for the further reason that Original Expenditures to be reimbursed are immediately necessary for such preservation and the Reimbursement Regulations require timely Declarations of Official Intent in order to qualify such Original Expenditures for reimbursement from the proceeds of Reimbursement Bonds; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.


Clerk

Approval: I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.


Mayor

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

For Reimbursement of Expenditures from Bonds/Notes

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1. The undersigned, on behalf of the City of Beachwood, Ohio (the "Borrower"), declares that the Borrower reasonably expects that the capital and other expenditures described in paragraph 2 (the "Project") will be reimbursed with the proceeds of "bonds" (as defined in Section 150 of the Code). The maximum principal amount of bonds expected to be issued for the Project is \$_____.
2. Description of capital and other expenditures to be reimbursed. ***[Complete either the first option or the second option but do not use the second option unless the functional purpose of the fund or account is generally descriptive of the purpose of the expenditures.]***

Expenditures for (insert a general functional description of property, project, program or purpose):

[OR]

Expenditures initially made from and to be reimbursed to the fund or account entitled _____, the general functional purpose of which fund or account is _____

The undersigned has been authorized by the Borrower to make and sign this Declaration on behalf of the Borrower.

Date of Declaration:

_____, 20__

CITY OF BEACHWOOD, OHIO

By _____
(Signature)

(Type or print Name and Title)

Caution:

This Declaration of Official Intent will not be effective unless the bonds providing money for the reimbursement are issued and the reimbursement for the Project described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 18 months after the later of the date of the expenditure or the date the Project is placed in service, but in no event later than three years after the date of the expenditure.

EXHIBIT A

INSTRUCTIONS for DECLARATION OF OFFICIAL INTENT for Reimbursement From Tax-Exempt Bonds/Notes

PURPOSE

The form to which these instructions pertain is intended for use under Treasury Regulations §1.150-2 (the “Reimbursement Regulations”) in order that capital and certain other expenditures paid with moneys temporarily advanced from other funds that are reasonably expected to be reimbursed from proceeds of subsequently issued notes, bonds or other obligations (“Bonds”) may qualify for such reimbursement. Failure to comply can result in the inability for federal income tax purposes to treat proceeds of the Bonds used to reimburse the expenditures as spent for arbitrage/rebate purposes. With certain exceptions for qualified “preliminary expenditures” and certain de minimis expenditures, a Declaration of Official Intent must be made not later than 60 days after payment of any expenditure expected to be reimbursed from proceeds of Bonds. Declarations of Official Intent should not be made systematically for all expenditures or in exaggerated amounts regardless of actual expectations, but only when it is realistically expected that the expenditure will be reimbursed from the proceeds of Bonds. In general only capital expenditures can be reimbursed from the proceeds of Bonds. “Capital expenditures” include (subject to any more restrictive state law) any costs related to the acquisition or construction of land or interests in real estate, buildings, structures, additions thereto, or other permanent improvements, and restoration or betterments made to increase the value of property or substantially prolong its useful life, and machinery, equipment, furniture and fixtures or other property having a useful life of at least one year or such longer period as is required by applicable state law. Costs of issuance of the Bonds are capital expenditures. Certain other expenditures also qualify for reimbursement. The Regulations do not apply to, and this form is not needed in connection with, the use of proceeds of Bonds to finance expenditures paid on or after the date of issuance of the Bonds. This form also generally is not needed in connection with the issuance of Bonds to refinance external borrowings (taxable or tax-exempt).

INSTRUCTIONS

These instructions are based on the Reimbursement Regulations currently in effect. The references are to the particular paragraphs on the form of Declaration of Official Intent.

Paragraph 1. Insert the anticipated maximum principal amount of Bonds expected to be issued for the Project. The amount should include the maximum principal amount of all Bonds to be issued for the Project (i.e., Bonds for reimbursement of prior expenditures and Bonds to finance expenditures to be paid on or after the date of issuance of the Bonds). A Project includes any property, project, or program (e.g., highway capital improvement program, hospital equipment acquisition, or school building renovation).

Paragraph 2. The general description of the capital expenditures to be reimbursed may be set forth in one of two ways – either by a functional description of the property, project or program for which the expenditures are made –

Examples – “highway capital improvement program”; “street and bridge improvements”; “hospital equipment acquisition”; “school buildings renovation”;

or by identification of the fund or account from which the money will be advanced to pay the expenditures that will be reimbursed subsequently from Bonds, and a statement of the general functional purpose of that fund or account –

Example – “parks and recreation fund, the general functional purpose of which fund or account is recreational facility capital improvement program.”

The second option concerning identification and description of the fund can be used where the fund purpose, in effect, describes the generic purpose of the project, property or program, such as a waterworks improvement for which money is advanced from the water utility capital improvement fund. If the money is to be advanced from a general purpose fund such as the general fund or a capital improvements fund that is available for any type of capital improvement, use the first option by stating the generic function of the project, property or improvement.

501(c) Organizations. If the proceeds of the Bonds will be loaned to a 501(c)(3) organization, either the 501(c)(3) organization or the issuer of the Bonds may make the Declaration with respect to expenditures of the 501(c)(3) organization that are to be reimbursed.

A RESOLUTION ACCEPTING A CERTAIN BID FROM RJ KIRKLAND CONSTRUCTION CO. INC. FOR THE PUBLIC WORKS DEPARTMENT ROOF REPLACEMENT PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, five (5) bids were received and opened on March 13, 2026, for the Public Works Department Roof Replacement Project, pursuant to advertising for competitive bidding as required by law;

WHEREAS, the City's consultant, Perspectus Inc., reviewed the bids received and evaluated references for the lowest bidder;

WHEREAS, Perspectus Inc. has recommended acceptance of the bid submitted by RJ Kirkland Construction Co. Inc. as the lowest and best bid received, in the amount of Three Million One Hundred Thirty-Nine Thousand Seven Hundred Fifty-Five Dollars and No/Cents (\$3,139,755.00);

WHEREAS, the Director of Public Works and the City Engineer concur with said recommendation, noting that the project is budgeted at Four Million Dollars (\$4,000,000.00) and that the lowest bid received is within the approved budget; and

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 City's Consultant, Perspectus Inc., the City's Public Works Director and City Engineer, the bid of RJ Kirkland Construction Co. Inc, further outlined in the bid documents and specifications, 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 Public Works Department Roof Replacement Project, in an amount not to exceed Three Million One Hundred Thirty-Nine Thousand Seven Hundred Fifty-Five Dollars and No/Cents (\$3,139,755.00).

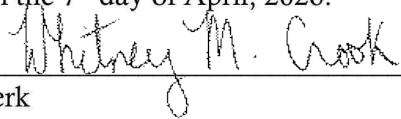
Section 2: The Mayor is authorized and directed to enter into a contract on behalf of the City of Beachwood, Ohio with said company in an amount not to exceed Three Million One Hundred Thirty-Nine Thousand Seven Hundred Fifty-Five Dollars and No/Cents (\$3,139,755.00).

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 that timely commencement of the Public Works Department Roof Replacement Project is required due to the extremely poor condition of the existing roof; 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 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.


Clerk

Approval:

I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.


Mayor

March 24, 2026

Whitney Crook
Clerk of Council/Civil Service Coordinator
City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Subject: Public Works Roof Replacement – Recommendation

Dear Ms. Crook:

Following the public bid opening at 1:00pm on Friday, March 13th for the **City of Beachwood Public Works Roof Replacement Project**, Perspectus Architecture has completed a detailed review of the lowest bids received and submits the following recommendation. The review included verification of bid completeness, responsiveness to the bidding requirements, acknowledgement of qualifications of bidder affidavit, and conformance with the contract documents.

Based on our evaluation, **RJ Kirkland Construction Co. Inc.** has submitted the **lowest and best, responsive and responsible bid** in the total sum amount of **\$3,139,755.00**.

Our review confirms that the bid submitted by RJ Kirkland Construction Co. Inc.:

- Is complete and properly executed
- Complies with the technical, administrative, and contractual requirements of the project manual and drawings
- Demonstrates the qualifications, experience, and capacity necessary to successfully perform the work

All other bids were reviewed and found to be higher in cost and less favorable when evaluated against the requirements of the bidding documents.

Based on the above, Perspectus Architecture recommends that the City of Beachwood Clerk of Courts and the Public Works Department support the award of the construction contract for the **City of Beachwood Public Works Roof Replacement Project** to **RJ Kirkland Construction Co. Inc.** for the bid amount of **\$3,139,755.00**, subject to the City of Beachwood's approval, execution of the contract, and receipt of all required bonds and insurance.

Please contact our office if additional information or clarification is required in support of this recommendation. If you have any questions, do not hesitate to reach out via phone (216) 377-3694, or email ssurm@perspectus.com.

Sincerely,



Scott R. Sturm, AIA, LEED AP BD+C
Senior Project Director

BID PROPOSAL

The undersigned, having full knowledge of the site, plans and specifications for the following improvements and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications, project completion dates, and accept the prices specified herein as full compensation for the work in this proposal. I further agree to comply with restrictions on daily working hours denoted herein for my company, including all my sub-contractors, and will abide with the time restrictions regarding when work will be performed at locations denoted herein.

PROJECT: Public Works Roof Replacement
 City of Beachwood

LCOATION: 23355 Mercantile Road
 Beachwood, Ohio 44122

BID

FROM: RJ Kirkland Construction Co. Inc.
 Firm Name

3280 Clark Rd., Perry, Ohio 44081
Business Address

INSTRUCTIONS:

1. Questions during bidding must be submitted in writing no later than , January 26th, 2026 at 4:00 PM EST via email to:
 Scott Sturm: ssurm@perspectus.com
 Email Subject Line: Public Works Roof Replacement Bid Question
 No Phone Calls.
2. Submit bids by January 30th, 2026 at 1:00 P.M. EST to:
 - a. Hardcopies to:
 City of Beachwood
 25325 Fairmount Boulevard
 Beachwood, Ohio 44122
3. The form of contract will be the AIA A101 Standard Form of Agreement between Owner and Contractor where the Basis of Payment is a Stipulated Sum – Latest Edition.
4. Bids are to be submitted on the bid form provided with all fields completed. Incomplete bids and bids not on the bid form will not be considered.
5. Bids are to be based on the bid documents. The bid documents consist of:
 - a. Bid Form
 - b. Drawings
 - c. Specifications
 - d. Addenda (if issued)

6. Insurance in accordance with the contract document requirements
7. The architect has submitted drawings and specifications to the local authorities for plan review. The City of Beachwood has waived all permit fees, but the successful bidder and their subcontractors will be responsible for the yearly City of Beachwood Contractor Registration fees. Bidders acknowledge that prior to submission of the bid they are aware of the requirements for obtaining permits and/or other necessary approvals by state and local agencies.

ITEM 1 - ACKNOWLEDGMENTS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design or Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the site, and has satisfied themselves as to the nature and extend of the work, and the general local conditions, including but not limited to the following:
 - a. Transportation
 - b. Rules, regulations, ordinances, and codes of the state, county, and municipality where the project is located.
 - c. Disposal of waste
 - d. Handling and storage of materials
 - e. Availability of labor
 - f. Type of equipment and facilities required.
 - g. The nature and effect of any business being conducted on the premises or adjacent thereto.
4. The Bidder understands that the Contract is subject to all provisions of, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 Wages and Hours on Public Works and the U.S. Department of Labor (Davis-Bacon Act) that the Bidder shall pay any wages increase in the locality during the term of the Contract.
5. The Bidder certifies that upon award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
6. The Bidder acknowledges that it read all of the Instructions to Bidders AIA A701 and understands and agrees to the terms and conditions stated in them.
7. The Bidder agrees to furnish any information requested by the City of Beachwood or the Architect/ Engineer to evaluate the responsibility of the Bidder including the City of Beachwood Bid Questionnaire.
8. Bidder acknowledges that by signing the Bid Form on the following Bidder's Signature and Ownership page that it is signing the actual bid and when submitted as part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.

ITEM 2 - ADDENDA

Provide list acknowledging the receipt of any addenda issued during the bid period

No.	Date
N/A	N/A

The undersigned Bidder proposes to perform all Work for the Contract in accordance with the proposed Contract Documents, for the following sum:

ITEM 3 - GENERAL CONSTRUCTION CONTRACT

BID SUB-TOTAL (The winning bid will be based on the Total Bid Sum, not individual phases.)

PHASE NO.1 – South portion of roof as indicated on the drawings \$ 983,231.00

PHASE NO.2 – Middle portion of roof as indicated on the drawings \$ 1,020,659.00

PHASE NO.3 – North portion of roof as indicated on the drawings \$ 850,432.00

SUBTOTAL OF BID (ALL PHASES): \$ 2,854,322.00

CONTINGENCY (Include Contingency amount to cover any unexpected expenses in the Base Bid below.)

Contingency: 10% of Bid Subtotal

SUBTOTAL OF CONTINGENCY: \$ 285,433.00

TOTAL BID SUM (Including Subtotal of Bid and Contingency Above):

ALL LABOR AND MATERIALS, for the sum of \$ 3,139,755.00

Sum in words: Three million one hundred thirty nine thousand seven hundred fifty five dollars and no/100
For the construction of the “Public Works Roof Replacement” in the City of Beachwood, OH.

ITEM 4 - SCHEDULE

BIDDER agrees that the Work will be substantially complete in accordance with the General Conditions within 135 calendar days from the Date of Commencement.

Bidder's Authorized Signature and Date:  3/13/20

Printed Name of Bidder's Authorized Signatory: Ronald J. Kirkland

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

SS:

COUNTY OF CUYAHOGA

Ronald j. Kirkland, being first duly sworn, deposes
(NAME)

and says that he/she is President for
(POSITION)

RJ Kirkland Construction Co., Inc. the party making the fore-
(COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Beachwood or any person interested in the proposed contract; and that all statements in said proposal or bid are true. .

AFFIANT 

Sworn to and subscribed before me, a Notary Public, on this 13 day of March, 2026.



KATHERINE LIGHTNER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
02-13-2030

NOTARY PUBLIC

Katherine Lightner

My commission expires Feb. 13, 2030

QUALIFICATIONS OF BIDDER AFFIDAVIT

(Bidders Must Complete This Section)

I, Ronald J. Kirkland, do hereby certify that
RJ Kirkland Construction Co., Inc. bidder of Contract For
Beachwood Public Works Roof Replacement Project

Is a responsible bidder by all items stated in Qualifications of Bidders as follows:

To be considered Responsible, a ***Bidder Must***:

1. Maintain a permanent place of business.
2. Have adequate equipment & experienced workers to do the work properly and expeditiously.
3. Have suitable financial status to meet obligations incident to the work
4. Have had experience on projects of similar character and magnitude.
5. Not to be in debt to the City of Beachwood or involved in litigation with the city.
6. Have been in the construction business for at least eight years under the above stated Company name performing this form of construction work.
7. Not have been disqualified from any public project by having been found to be not responsible.
8. Not have had a performance bond cancelled or had a claim paid or successfully adjudicated against the Bidder on a performance bond.
9. Not have been fined or had penalties imposed as a result of untimeliness in completing a project, except that if a Bidder voluntarily agreed to pay said fines and/or penalties, such cooperation may negate any disqualification this condition.
10. Not have been found in default of any material term or condition of any contract or failed to complete any project in accordance with contract requirements.
11. Not have been found to have violated any employment discrimination law.
12. Not have been found to have committed an unfair labor practice or any other labor law violation. (e.g., FLSA, FMLA).
13. Not have been found to have violated the workers compensation law and must be a complying employer under the Workers Compensation Laws of the State of Ohio.
14. Not have been found to have violated either State or Federal prevailing wage laws.
15. Not have been found to have committed more than one willful or repeated OSHA violation in the last five years.
16. Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity.
17. Shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
18. Have at least four satisfactory references from the most recently completed projects of similar size, scope and cost.
19. Currently employ, or have a reliable source for hiring, sufficiently qualified, skilled,

- safety trained workers to perform the project.
20. Not have a restriction imposed by another community on high level management personnel or superintendent preventing work privileges or involvement on a project.
 21. Not have had any professional licenses, permits, or certificates suspended or revoked.
 22. Not have been convicted of a criminal offense in connection with obtaining, attempting to obtain, and/or performing any public or private contract.
 23. Not have been convicted of a felony, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements under oath or by affidavit, tax evasion and receiving/selling stolen property.
 24. Not having filed for bankruptcy or financial reorganization within the last eight years.
 25. Not having been denied bonding by a surety/insurance company within the last eight years.
 26. Not having a claim against your bonding company within the last eight years.

Any of the above items requiring submission of information for clarification/explanation must be submitted with this document. Any false statement discovered by the City will disqualify Bidder from this Contract and be subject to making false statements on an Affidavit to obtain public work.



Sworn to and subscribed in my presence this 13 day of March, 2026.

Katherine Lightner
Notary Public



KATHERINE LIGHTNER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
02/13/2030

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or subcontractor. This affidavit must be submitted to the owner as part of the Contractor's bid documents.

BIDDER'S SIGNATURE AND OWNERSHIP

(Bidders must complete this page)

On acceptance of the proposal for said work Ronald J. Kirkland
does hereby bind RJ Kirkland Construction Co., Inc. this 12th day
of March, 2026 to enter into a written contract with the CITY OF BEACHWOOD
within thirty (30) days from date of notice of award.

Name of Bidder's Authorized Signatory: Ronald J. Kirkland

Title: President

Company Name: RJ Kirkland Construction Co., Inc.

Mailing Address: 3280 Clark Rd.

Perry, Ohio 44081

Telephone Number: 440-975-0880

E-Mail Address: jeff.heidnik@rjkco.com

Where Incorporated: Ohio

Federal Tax Identification Number: 20-06229224

Contact Person for Contract Processing: Jeff Heidnik

President's or CEO Name/ Title: Ronald J. Kirkland / President

Please print or type the following:

Name of Joint Venture Bidder's
Authorized Signatory: N/A

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

Contact Person for Contract Processing: _____

President's or CEO Name/ Title: _____

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

N/A

Bidder's Authorized Signature: _____  _____

--Remainder of page left blank intentionally--

List Of ALL Sub-Contractors & Suppliers

The Contractor shall list all Sub-Contractors & Material Suppliers they intend to use on this project, including their business address and business phone. Also, the type of work to be performed must be stated.

Name: RK HydroVac
Address: 322 Wyndam Way N. Piqua, Ohio 45356
Type of Work: Ballast Removal / Vacuum

Name: Comfort Systems USA
Address: 7401 First Place, Oakwood Village, Ohio 44146
Type of Work: HVAC

Name: M&C Construction LLC
Address: 1747 S. Raccoon Rd. Ste 2 Austintown, Ohio 44514
Type of Work: Roofing

Name: Metal Era
Address: 1600 Airport Rd. Waukesha, WI 53188
Type of Work: Edge, trim metal supplier

Name: SRS Building Products
Address: 7433 Clover Ave., Mentor , Ohio 44060
Type of Work: Roofing material supplier

Name: INTEK Construction Products
Address: 4591 Hinckley Industrial Parkway, Cleveland, Ohio 44109
Type of Work: Guard Rail and Roof Hatch Supplier

Name: Cotterman & Sons
Address: 8435 Madison Rd., Montville, Ohio 44064
Type of Work: Dumpster service, Porta-jon service, equipment rental

Name: Scaffco Scaffolding & Supply Co.
Address: 7661 Crile Rd., Painesville, Ohio 44077
Type of Work: Stair Tower

Name: Shardy Masonry
Address: 4976 Phillips Rice Rd., Courtland, Ohio 44410
Type of Work: Masonry Repair

Name: _____
Address: _____
Type of Work: _____

Bidder's Authorized Signature: 

List Of Experience

The Contractor shall list evidence of its experience on projects of similar size and complexity.

Project Name: Kent State Fine Arts Building

Address: 6000 Frank Ave., N. Canton, Ohio 44720

Owner Contact: Mike Wasowski Phone: 330-672-9600

Project Name: Avon Local Schools High School / Elementary School

Address: 37545 Detroit Rd., Avon, Ohio

Owner Contact: Bill Fishleigh Phone: 440-937-4680

Project Name: Youngstown State University Cushwa Hall

Address: 1 University Plaza, Youngstown, Ohio 44555

Owner Contact: Richard Feldmiller Phone: 330-941-3242

Project Name: City of Toledo Police Athletic League

Address: 1111 East Manhattan Blvd., Toledo, Ohio 43608

Owner Contact: Harold Hughes Phone: 734-347-7874

Project Name: Toledo Public Schools Scott Park Campus

Address: 2225 Nebraska Ave., Toledo, Ohio 43607

Owner Contact: Bob Mendenhall Phone: 419-461-1670

Project Name: Elyria Schools Early Childhood Village

Address: 42331 Griswold Rd., Elyria, Ohio 44035

Owner Contact: Ron Lewis Phone: 440-808-8520

Project Name: Warrensville DC Roof Replacement / MS Building State of Ohio

Address: 4325 S. Green Rd., Highland Hills, Ohio

Owner Contact: Ronald Kinse Phone: 614-940-5116

Bidder's Authorized Signature: 

QUESTIONNAIRE FOR BIDDER

The City of Beachwood adopted criteria to be used in reviewing bids to determine the “lowest and best” bidder. The criteria is contained elsewhere in the bid specifications. All bidders must complete this questionnaire in full so as to assist the City of Beachwood in reviewing all bids in accordance with the criteria. Failure to completely answer all questions in a thorough, accurate manner may lead to the rejection of the bid.

1. Have you ever done the same or similar work for the City of Beachwood for which you are presently bidding? If yes, state: No
 - a) Where and when the work was performed:

2. Have you ever performed the same or similar work for other governmental agencies? If so, state: Yes
 - a) Where and when the work was performed:
Cleveland Metro Parks - Manakiki Golf Course 2024
Willowick City Hall 2025
Summit County Metro Parks HQ, Akron 2024

3. Has your company performed similar work under any other name? If so, give names and dates when in use: No

4. Has any officer or owner of 50% or more of your company ever been convicted of a felony or any other crime of moral turpitude, e.g., perjury, fraud, bribery, or lesser included offence during the three years previous to the date of bids? If so, state: No
 - a) Name of person, date of birth, and social security number;
 - b) The nature of the crime.
 - c) The date of the conviction;
 - d) The jurisdiction in which he/she was convicted; and
 - e) List any aliases or other names used by the person.

5. How long has your company been in business? What experience or qualifications does it possess which would be of value to the City of Beachwood in performing this work?
37,000 sf of indoor storage, Roll-off dump truck, Telescopic Boom Crane, Approx \$2.5 M in company vehicles and equipment. 4 - 8 to 10 man install crews - 4 man repair crew.

6. Has your company or any individual employed by your company ever been cited for non-compliance with Federal, State, or local laws and regulations including equal opportunity, prevailing wage, etc.? if so, state: NO

a) Name and nature of violation; and
b) Date and place of violation. N/A

7. Where are your offices located?

3280 Clark Rd.
Perry, Ohio 44081

8. Does your firm have a "substantial presence" in the City? If so, please provide adequate documentation of same. Not at this time.

VERIFICATION

Ronald J. Kirkland, being first duly sworn according to the law, deposes and says that the foregoing answers are true to the best of his/her knowledge and belief.

Ronald J. Kirkland

Name

President

Title

RJ Kirkland Construction Co., Inc.

Company

SWORN TO BEFORE ME AND SUBSCRIBED in my presence this 13 day of

March, 20 26



KATHERINE LIGHTNER

NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
02/13/2030

Katherine Lightner
Notary Public

**CITY OF BEACHWOOD
BIDDER'S AFFIDAVIT
CITY INCOME TAX STATUS**

Office of the Finance
Director City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

To Whom It May Concern:

The undersigned certifies that the party to whom the contract award is being considered has previously performed services in the City of Beachwood and has an active income tax account.

-OR-

The undersigned certifies that the party to whom the contract award is being considered has not previously performed any services within the City of Beachwood and does not have an active income tax account with the City of Beachwood. The undersigned swears and affirms that if the contract award is received by the undersigned party, a Withholding and Business Registration form will be completed and filed with the Beachwood Tax Department **prior to** commencing any work in the City of Beachwood or receiving any payment from the contract. The undersigned also swears and affirms that the party to whom the contract award is given will correctly and completely comply with all income tax ordinances of the City of Beachwood for the duration of services performed within the City.

It is understood that this statement is required to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. This statement must be submitted to the Finance Director prior to any payment being made under the subject contract.

The Federal Identification Number (FID) for the bidder is 20-0629224.

FURTHER AFFIANT SAYETH NAUGHT.

RJ Kirkland Construction Co., Inc.

Name of Corporation



President



Secretary

SWORN TO BEFORE ME and subscribed in my presence this 13 day of March, 20 26.



KATHERINE LIGHTNER

NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
02/13/2030



Notary Public

CERTIFICATION OF PERSONAL PROPERTY TAX

State of Ohio) s.s.

County of Lake)

Before me, a Notary Public, in and for said County and State, personally
appeared Ronald J. Kirkland who, being duly sworn that he/she

(Name)

is the owner or an officer of RJ Kirkland Construction Co., Inc.

(Company)

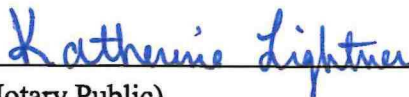
and having been awarded a public contract let by competitive bid, and that by this statement, says that
at this time neither he/she nor the corporation is charged with any delinquent personal property taxes
on the general list of personal property of any county, or that the attached hereto is a list of all
delinquent personal property taxes charged against him/her or the corporation.

RJ Kirkland Construction Co., Inc.

(Name of Company)

By: 

Sworn to before me and signed in my presence this 13 day of March, 2016.


(Notary Public)



KATHERINE LIGHTNER
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
02-13-2020

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a
certification of delinquent personal property tax by any successful prior to the execution of the contract
of a political subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this
statement shall be transmitted to the County Treasurer within thirty (30) days.

PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of

March 12, 2026, between the City of Beachwood, Ohio by and through the Mayor of the City of Beachwood, Ohio, (Hereinafter the Public Authority) and

RJ Kirkland Construction Co., Inc., (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds \$25,000.00 this project is hereby designated as a public improvement project and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115, and

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie. It is hereby agreed:

1. The Public Authority shall obtain the prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
2. That the contract between the Public Authority and the General Contractor and the contract between the General Contractor and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department of the project.
3. That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
4. That the Public Authority shall give notice to the General Contractor and the General Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the Public Authority shall appoint a prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the prevailing wage coordinator are incorporated herein:

- a. Set up and maintain files containing all contractors' and subcontractors' payroll reports.
 - b. Maintain a list of pay dates.
 - c. Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
 1. If the project exceeds four 4 months, all reports after the initial report (the initial report must be filed within two weeks) can be once a month.
 2. If the project is to last less than four months, all reports are to be filed weekly after the initial report.
 - d. Monitor compliance with the Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are complied with.
 - e. At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor - sworn to and notarized.
 - f. The coordinator is to report any noncompliance to the Director of the Department of Industrial Relations in writing.
6. The Public Authority shall notify the General Contractor and the General Contractor shall notify each subcontractor of the identity of the prevailing wage coordinator.
 7. That upon notice by the prevailing wage coordinator or the Dept. of Industrial Relations to the General Contractor of a failure by a contractor or subcontractor to comply with reporting requirements of Ohio Revised Code, Section 4115.071 (C), the General Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.
 8. That, upon notice to the Public Authority by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the Public Authority shall withhold any further payments to the General Contractor on this project.
 9. The General Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.
 10. The General Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and all subcontractors.

11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in O.R.C. Chapter 4115.

Date: 3/12/2026

RJ Kirkland Construction Co., Inc.
General Contractor


Authorized Signature

Date: _____

The City of Beachwood
Public Authority

Justin Berns, Mayor

RELEASE AND HOLD HARMLESS

(Prevailing Wages)

The undersigned, Ronald J. Kirkland, and the undersigned subcontractors who
(Bidder's Name)

shall be performing work on the project hereby jointly and severally agree to defend, indemnify and save harmless the City of Beachwood, Ohio, its officers, agents and employees from all fines, charges, penalties, claims, demands, well founded in law, by reason or noncompliance with Prevailing Wage Laws as set forth in Chapter 4115 of the Ohio Revised Code, and a sum sufficient to cover aforesaid charges or claims may be retained by the City from moneys due or to become due to the bidder under this contract, until such charges or claims have been discharged or satisfactorily secured.

Bidder's Signature: _____



Date: 3/12/2026

Subcontractors:

<u>To Be Determined</u>	_____	_____
Subcontractors Name	Signature	Date
_____	_____	_____
Subcontractors Name	Signature	Date
_____	_____	_____
Subcontractors Name	Signature	Date
_____	_____	_____
Subcontractors Name	Signature	Date
_____	_____	_____
Subcontractors Name	Signature	Date
_____	_____	_____
Subcontractors Name	Signature	Date

All Subcontractors providing materials/labor to the General Contractor must sign this form prior to their furnishing labor or material on this project and for full payment to General Contractor.

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 RJ Kirkland Construction Co., Inc. Company.


SIGNATURE

Ronald J. Kirkland
PRINTED NAME

President
TITLE

3/12/2026
DATE



BONDING INFORMATION

RJ Kirkland Construction Co., Inc. works with **Western Surety Company, 151 N. Franklin Street Chicago, Il. 60606** for our bonding needs, and has **Assured Partners of Ohio LLC., 3900 Kinross Lakes Parkway #300 Richfield, Ohio 44286** – Contact is **Chris Black -440-488-1748** as our agent.

We have a single project bonding limit of \$10M and an aggregate limit of \$20M.

RJ Kirkland Construction Co., Inc. has not had any bonding company claims or litigation in the last 2 years.



2026 Projects Under Contract

Dublin Kauffman School / Dublin Local Schools - \$2.2M
Spring start – August 1, 2026 completion

Scott Park / City of Toledo - \$225K
May start – June completion

Natural History Museum - \$250K
June start – July completion

OSU Polaris / Ohio State University - \$100K
New construction – June start – August completion

Aldi University Hts. / Aldi Inc. - \$245K
July start – September 1 completion

United States Coast Guard Fairport / USCG - \$10K
July start – July completion



Customer References

Panzica Construction 100% Self Performed
Cleveland Museum of Natural History - \$425,000.00 / EPDM Roof Replacement
POC: Mike Picciano
mikep@panzica.com
216-469-4805

Kleinfelder Engineering 100% Self Performed
Portage Count Record Center - \$625,350.00 / EPDM Re-Roof
POC: Matt Schlusser, RRO
mschlusser@kleinfelder.com
717-713-9126

Youngstown State University 100% Self Performed
Cushwa Hall & Salata Complex – \$2,300,000.00 / PVC Roof Replacements
YSU POC: Richard Feldmiller, P.E.
refeldmiller@ysu.edu
330-941-3242
330-720-3375

Prime AE
Tali Israeli
avital.israeli@primeeng.com
330-322-7819
330-752-6069

The University of Akron 100% Self Performed
Spanton Hall – \$246,200.00 / EPDM Roof Replacement
POC: Tiffany Gravlee, TC Architects 330867-1093
tgravlee@tcarchitects.com
U of A POC: Janis McCracken 330-972-5835 Capital Planning and Facilities Management
jmccrac@uakron.edu



Customer References Cont.

Avon Local Schools 75% Self Performed
High School & Heritage Elementary - \$2,064,500.00 / EPDM Roof Replacement / Re Roof
POC: Bill Fishleigh, Director of Operations
fishleighb@avoneagles.org
440-937-4680

AVG 100% Self Performed
Architectural Vision Group
Elyria Early Childhood Village - \$1,150,000.00 / TPO Roof Replacement
POC: Ron Lewis, PM
rlewis@avgl.com
440-808-8520
440-781-6093

Toledo Public Schools Scott Park Campus 100% Self Performed
\$6,058,977.00 / Roof Replacement
TPS POC: Bob Mendenhall 419-461-1670
Munger & Munger Kevin Young 419-260-5290 419-243-8141
kij@mungermunger.com

City of Toledo Police Athletic League 100% Self Performed
\$460,098.00 / Roof Replacement
G. Stephens On-Going Fall 2024
POC: Harold Hughes 734-347-7874
hhughes@gstephensinc.com



Kent State University 100% Self Performed
Cartwright Hall - \$433,060.00 EPDM Roof Replacement
POC: Mike Wasowski – Senior Project Manager
mwasowski@kent.edu
330-672-9600

Springfield LSD Health Clinic Roof Replacement 100% Self Performed
1470 South McCord Rd. Holland, OH 43528
\$202,354.00 / Roof Replacement
Springfield LSD POC: Dustin Hamilton 419-973-0191
Stough Architects POC: Lyndsey Stough 419-277-5393
lyndsey@stougharchitects.com

Indian Valley High School Roof Replacement 20% Self Performed
253 S. Walnut St. Gnadenhutten, OH 44629
\$1,661,192.00 / Roof Replacement
Indian Valley Schools POC: James McPeak 740-254-4334
Diversified Engineers POC: Brian Stull 330-364-1631
bstull@div-eng.com



Trade References

AAdvanced Building Products
Ron Holzman
3787 Green Rd.
Beachwood, OH 44122
330-840-9094
rwholzman@advanced.com

Willoughby Supply / SRS
POC: Patrick Romanini
7433 Clover Ave.
Mentor, OH 44060
440-679-0039
promanini@srsicorp.com

ABC Supply
POC: Mike Fetzer
9099 Tyler Blvd.
Mentor, OH 44060
440-255-9200
michael.fetzer@abcsupply.com

Reps of Ohio
POC: Fred Day
98 E. Mohawk Dr.
Malvern, OH 44644
330-801-4614
fred.day@repsofohio.com

Beacon Building Products / QXO
POC: Chris Yonish
2234 S. Arlington Rd.
Akron, OH 44319
330-203-6738
Chris.yonish@becn.com



RJK Roofing Solutions Key Holders & Emergency Contacts				
Name	Office #	Cell #	Email	Emergency Contact (Y/N)
Mike Lewis	440-975-0880	440-749-0110	mike.lewis@rjkco.com	Y
Corey Wareh	440-975-0880	440-261-2842	Corey.wareh@rjkco.com	Y
Javier Marquez	440-975-0880	440-669-2315	javier.marquez@rjkco.com	N
Luis Villalobos	440-975-0880	440-346-6339	Luis.villalobos@rjkco.com	N

Mike Lewis

General Manager, RJK Roofing Solutions

440-382-7639

| mike.lewis@rjkco.com

| Painesville, OH

Certifications

Carlisle Certification
Elevate (Firestone) Certification
Annual Manufacturer Recertification Training
OSHA10
Drug Free Workplace Training

Asbestos Abatement
Versico
Johns Manville
Duro Last
Fall Protection Training

Experience

RJ Kirkland Roofing Solutions
General Manager

Willoughby, OH

- With RJK from April 2018-Present
 - 25+ years of total roofing and construction experience
-

Projects Managed:

University of Toledo, Scott Park

Toledo, OH
2024

- New roofs on 11 buildings
- \$5,677,777 contract sum
- Reference: Kevin Young: (419) 243-8141

Youngstown State University

Youngstown, OH
2024

- New roofs on Salata Complex and Cushwa Hall
- \$1,973,865 contract sum
- Reference: Avital Israel: (614)-839-0250

Kent State University, Stark Fine Arts Campus

Kent, OH
2024

- New roof on 11 different areas of the campus
- \$1,728,014 contract sum
- Reference: Brian Miller (330) 434-4464

Luis Villalobos Tapia

Production Supervisor, RJK Roofing Solutions

440-637-7594	Luis.villalobos@rjkco.com	Perry, OH
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Certifications	Carlisle Certification	Asbestos Abatement
	Elevate Certification	Versico
	Annual Manufacturer Recertification Training	Johns Manville
	OSHA 10	Duro Last
	Drug Free Workplace Training	Fall Protection Certification

Experience

RJ Kirkland Roofing Solutions	Willoughby, OH
Production Supervisor	
- With RJK March 2024-Present 20+ years of total roofing and construction experience	

Projects Managed:

Kent State	Kent, OH 2024
- Stark Fine Arts Campus: New roofs on 11 different areas of the campus - Reference: Joy Graham (330) 672-9617	
Aramark	Cleveland, OH 2024
Reference: Steven Batchelor (708) 802-3889	
Department of Developmental Disabilities	Highland Hills, OH 2024
Reference: Paul Miller (440) 391-1416	

Javier Marquez Frausto

Production Supervisor, RJK Roofing Solutions

440-669-2315

| javier.marquez@rjkco.com

| Painesville, OH

Certifications

Carlisle Certification
Elevate (Firestone) Certification
Johns Manville
Duro Last
Fall Protection Training

Versico
OSHA10
Asbestos Abatement
Drug Free Workplace Training

Experience

RJ Kirkland Roofing Solutions

Willoughby, OH

Production Supervisor

- With RJK from February 2022-Present
- 20+ years of total roofing and construction experience

Projects Managed:

University of Toledo, Scott Park Campus

Toledo, OH
2024

- New roofs on 11 buildings
- \$5,697,777 contract sum
- Reference: Ericka Jordan: (419) 671-0001

Youngstown State University

Youngstown, OH
2024

- New roofs on the Salata Complex and Cushwa Hall
- \$1,973,865 contract sum
- Reference: Alan Miller: (330) 941-3193

Force Sports

Eastlake, OH
2024

- Reference: Gordan Meehl: (980) 210-5144



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2025

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
AssuredPartners of Ohio LLC, Richfield
3900 Kinross Lakes Parkway #300
Richfield OH 44286

License#: 954553
RJKCONS-01

CONTACT NAME: Amanda Browne	
PHONE (A/C, No, Ext): 330-895-6541	FAX (A/C, No): 440-356-2126
E-MAIL ADDRESS: amanda.browne@assuredpartners.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Cincinnati Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

NAIC #
10677

INSURED
RJ Kirkland Construction Company Inc
dba RJK Roofing Solutions
3280 Clark Rd.
Perry OH 44081

COVERAGES

CERTIFICATE NUMBER: 840790788

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		EPP0700413	11/28/2025	11/28/2026	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		EPP0700413	11/28/2025	11/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		EPP0700413	11/28/2025	11/28/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	EPP0700413	11/28/2025	11/28/2026	PER STATUTE ☒ OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Stored Materials Installation Floater Leased/Rented Equipment		EPP0700413	11/28/2025	11/28/2026	1,000,000 1,000,000 100,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners of Ohio LLC, Richfield		NAMED INSURED RJ Kirkland Construction Company Inc 3280 Clark Rd. Perry OH 44081
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following Provisions apply when required by written contract:

Additional Insured-

General Liability: Managers or Lessors of Premises; Lessor of Leased Equipment; State or Government Agencies; Mortgagee, Assignee or Receivers; License and Permits- Form GA233 09/20

Owners, Lessees or Contractors - Ongoing and Completed Operations- Form GA472 05/20

Auto Liability- Form AA288 01/24

Umbrella follows the underlying forms

Primary/Non-Contributory-

General Liability: Managers or Lessors of Premises; Lessor of Leased Equipment; State or Government Agencies; Mortgagee, Assignee or Receivers; License and Permits- Form GA233 09/20; Owners,

Lessees or Contractors - Ongoing and Completed Operations- Form GA472 05/20

Auto Liability- Form AA288 01/24

Waiver of Subrogation-

General Liability- Form GA233 09/20

Auto Liability- Form AA288 01/24

Umbrella follows the underlying forms



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
01430304

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

RJ KIRKLAND CONSTRUCTION COMPANY INC
RJK Roofing Solutions
3280 Clark Rd
Perry OH 44081-9311



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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RJ Kirkland Construction Company, Inc.
3280 Clark Road
Perry, OH 44081

OWNER:

(Name, legal status and address)

City of Beachwood
25325 Fairmount Boulevard
Cleveland, OH 44122

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

Mailing Address for Notices

151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10%

Ten Percent of the Total Amount Bid Plus All Add Alternates

PROJECT:

(Name, location or address, and Project number, if any)

Public Works Roof Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of March, 2026.

Katie Lightner
(Witness)

RJ Kirkland Construction Company, Inc.
(Principal) (Seal)

By: [Signature] President
(Title)

Western Surety Company
(Surety) (Seal)

By: [Signature]
(Title) Amy L. Caton, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

my L. Caton, Individually, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: RJ Kirkland Construction Company, Inc.

Obligee: City of Beachwood

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of February, 2026.



WESTERN SURETY COMPANY

Larry Kasten

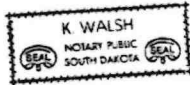
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 17th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/12/2025

Effective 04/02/2025

Expires 04/01/2026

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

WESTERN SURETY COMPANY

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

Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$2,175,361,957, liabilities in the amount of \$692,885,257, and surplus of at least \$1,482,476,700.

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

Judith L. French

Judith French, Director



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

	\$ 1,977,426,497
Bonds	14,281,828
Stocks	55,103,010
Cash, cash equivalents, and short-term investments	17,819,818
Investment income due and accrued	84,144,805
Premiums and considerations	(4,320,189)
Amounts recoverable from reinsurers	18,694,198
Net deferred tax asset	11,631,758
Receivable from parent, subsidiaries, and affiliates	580,232
Other assets	\$ 2,175,361,957
Total Assets	

LIABILITIES AND SURPLUS

	\$ 264,641,145
Losses	56,935,932
Loss adjustment expense	13,946,448
Commissions payable, contingent commissions and other similar charges	4,432,923
Taxes, license and fees (excluding federal and foreign income taxes)	711,402
Federal and foreign income taxes payable	339,078,542
Unearned premiums	6,415,557
Advance premiums	2,586,994
Ceded reinsurance premiums payable (net of ceding commissions)	3,710,405
Amounts withheld or retained by company for account of others	387,964
Provision for reinsurance	5,975
Payable to parent, subsidiaries and affiliates	31,970
Other liabilities	\$ 692,885,257
Total Liabilities	

Surplus Account:	\$ 4,000,000
Common stock	286,896,195
Gross paid in and contributed surplus	1,191,580,505
Unassigned funds	\$ 1,482,476,700
Surplus as regards policyholders	\$ 2,175,361,957
Total Liabilities and Capital	

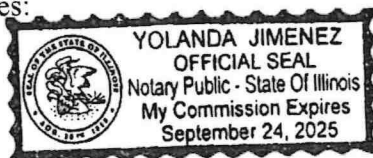
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

A RESOLUTION ACCEPTING A CERTAIN BID FROM A&J CEMENT CONTRACTORS, INC. FOR THE 2026 CONCRETE ROADS PATCH PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) bids were received by the Clerk on March 26, 2026, for the 2026 Concrete Roads Patch Program, pursuant to advertising for competitive bidding as required by law;

WHEREAS, the Public Works Director and City Engineer have recommended that Council accept the bid of A&J Cement Contractors Inc.

WHEREAS, the bid received from A&J Cement Contractors Inc. is determined to be an acceptable bid that is below the City Engineer's estimated cost of the project.

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

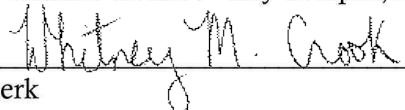
Section 1: Based upon the recommendation of the Public Works Director and the City Engineer, the bid of A&J Cement Contractors Inc., as further outlined on the Bid Specification Sheet, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein, is found to be an appropriate bid for the 2026 Concrete Roads Patch Program in an amount not to exceed Five Hundred Thousand Dollars and No/Cents (\$500,000.00).

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

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

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

Attest: I hereby certify this legislation was duly adopted on the 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.


Clerk

Approval: I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.


Mayor

MEMORANDUM

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

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

Date: March 26, 2026

Re: 2026 Concrete Roads Patch Program – Award Recommendation.

Bids were received and publicly opened on March 26, 2026, for this project. Three (3) bids were received and are listed below:

1. A & J Cement Contractors, Inc. = \$ 439,585.00 *
 2. TriMor Corporation Inc. = \$ 479,305.00
 3. Perk Company Inc. = \$ 587,676.00
- This total amount was corrected by the Engineer due to a math error. \$402,335 was read at the bid opening.

The budget for this project is \$500,000.

The scope of work is to replace concrete joints, slabs, and handicap ramps on Richmond Road between Harvard Road and Auburn Drive, including the portion of the entrance drive to Ahuja Hospital that is in the public right-of-way.

A & J Cement is a reputable contractor I have worked with on many previous projects in other municipalities. A & J has successfully completed projects for the City of Beachwood, but it has been several years since they have worked here.

It is our recommendation to award this project to A&J Cement Contractors Inc. for \$500,000, which is the project budget. The project was bid with unit prices, and these unit prices will be used to increase the quantities installed to reach the project budget. The intent of the project was to patch/replace as much of the concrete as allowed with the budget, and we recommend utilizing the entire budget to improve the roadway in front of Ahuja Hospital.

ADDENDUM NO. 1

MARCH 24, 2026

CITY OF BEACHWOOD

BID DOCUMENTS
FOR

2026 CONCRETE PATCH PROGRAM

BID OPEN DATE: THURSDAY, MARCH 26, 2026
@ 1:00 PM

ATTENTION BIDDERS:

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

Prepared by:
GPD Group



Matthew D. Glass, P.E.
Project Manager

Received by (Print) Carl Calabrese

Signature 

Company A-J Cement Contractors, Inc.

Date 3/24/26

A. Revised Bid Form

A revised bid form is provided herein to replace the originally issued bid form. The revised bid form adds prefilled values for lines 51 "Utility Adjustments Allowance) & 53 "Contingency".

-- End of Addendum No. 1 --

BID FORM

Mark Envelope: 2026 CONCRETE PATCH PROGRAM

To the Clerk:

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

NUMBER OF DAYS TO COMPLETE:

45
(NOT MORE THAN 45 CALENDAR DAYS)

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

\$ 402,335.00

UNIT PRICE CONTRACT

For the 2026 CONCRETE PATCH PROGRAM in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

LOCATION	REFERENCE #	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL COST
RICHMOND & AHUJA	1	202	PAVEMENT REMOVED, AS PER PLAN	300	SY	30.00	9,000.00
	2	202	WALK REMOVED, AS PER PLAN	650	SF	3.00	1,950.00
	3	202	CURB REMOVED	150	FT	10.00	1,500.00
	4	608	5" CONCRETE WALK CLASS QC MS, FIBER REINFORCED, AS PER PLAN	560	SF	14.00	7,840.00
	5	608	CURB RAMP, MS CONCRETE, AS PER PLAN	90	SF	25.00	2,250.00
	6	605	6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN	150	FT	20.00	3,000.00
	7	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	1	EACH	1,500.00	1,500.00
	8	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	1	EACH	1,000.00	1,000.00
	9	204	SUBGRADE COMPACTION	300	SY	2.00	600.00
	10	204	PROOF ROLLING	1	HOURL	300.00	300.00
	11	304	AGGREGATE BASE	50	CY	70.00	3,500.00
	12	451	10" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA	300	SY	170.00	51,000.00
	13	512	SEALING OF CONCRETE SURFACE, AS PER PLAN	3305	SF	1.00	3,305.00
	14	609	CURB, TYPE 2-A, CLASS QC MS, AS PER PLAN	150	FT	60.00	9,000.00
	15	632	DETECTOR LOOP	2	EACH	2,000.00	4,000.00
	16	653	TOPSOIL FURNISHED AND PLACED, 4 INCH	7	CY	30.00	210.00
	17	659	SEEDING AND MULCHING, CLASS 1	57	SY	10.00	570.00
	18	SPECIAL	MISCELLANEOUS METALS	100	LBS	2.00	200.00

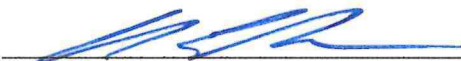
LOCATION	REFERENCE #	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL COST
RICHMOND & AHUJA	19	SPECIAL	CATCH BASIN CLEANING	1	EACH	300.00	300.00
RICHMOND & AHUJA Total							
SB RICHMOND LEFT TURN LANE	20	202	PAVEMENT REMOVED, AS PER PLAN	300	SY	30.00	9,000.00
	21	202	CURB REMOVED	245	FT	10.00	2,450.00
	22	608	5" CONCRETE WALK CLASS QC MS, FIBER REINFORCED, AS PER PLAN	0	SF	14.00	0
	23	608	CURB RAMP, MS CONCRETE, AS PER PLAN	0	SF	25.00	0
	24	605	6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN	245	FT	20.00	4,900.00
	25	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	0	EACH	1,500.00	0
	26	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	0	EACH	1,000.00	0
	27	204	SUBGRADE COMPACTION	300	SY	2.00	600.00
	28	204	PROOF ROLLING	1	HOURL	300.00	300.00
	29	304	AGGREGATE BASE	50	CY	70.00	3,500.00
	30	451	10" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA	300	SY	170.00	51,000.00
	31	512	SEALING OF CONCRETE SURFACE, AS PER PLAN	2520	SF	1.00	2,520.00
	32	609	CURB, TYPE 2-A, CLASS QC MS, AS PER PLAN	245	FT	60.00	14,700.00
	33	653	TOPSOIL FURNISHED AND PLACED, 4 INCH	6	CY	30.00	180.00
	34	659	SEEDING AND MULCHING, CLASS 1	55	SY	10.00	550.00
	35	SPECIAL	MISCELLANEOUS METALS	0	LBS	2.00	0
	36	SPECIAL	CATCH BASIN CLEANING	0	EACH	300.00	0
SB RICHMOND LEFT TURN LANE Total							
RICHMOND & EATON BLVD	37	202	PAVEMENT REMOVED, AS PER PLAN	650	SY	30.00	19,500.00
	38	202	CURB REMOVED	35	LF	10.00	350.00
	39	605	6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN	0	FT	20.00	0
	40	204	SUBGRADE COMPACTION	650	SY	2.00	1,300.00
	41	204	PROOF ROLLING	1	HOURL	300.00	300.00
	42	304	AGGREGATE BASE	110	CY	70.00	7,700.00

LOCATION	REFERENCE #	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT \$	TOTAL COST
RICHMOND & EATON BLVD	43	451	10" REINFORCED CONCRETE PAVEMENT, CLASS QC 1P WITH QC/QA	650	SY	170.00	110,500.00
	44	512	SEALING OF CONCRETE SURFACE, AS PER PLAN	5500	SF	1.00	5,500.00
	45	609	CURB, TYPE 2-A, CLASS QC MS, AS PER PLAN	35	FT	60.00	2,100.00
	46	653	TOPSOIL FURNISHED AND PLACED, 4 INCH	1	CY	30.00	30.00
	47	650	SEEDING AND MULCHING, CLASS 1	8	SY	10.00	80.00
	48	SPECIAL	CATCH BASIN CLEANING	0	EACH	300.00	0
RICHMOND & EATON BLVD Total							
MISCELLANEOUS	49	SPECIAL	PRECONSTRUCTION VIDEO	1	LUMP	2,000.00	2,000.00
	50	642	STRIPING	1	LUMP	4,000.00	4,000.00
	51	611	UTILITY ADJUSTMENTS ALLOWANCE	1	LUMP	\$5,000.00	\$5,000.00
	52	255	CONCRETE JOINT, REMOVE AND REPLACE, AS PER PLAN	150	SY	250.00	250.00
	53	SPECIAL	CONTINGENCY	1	LUMP	\$50,000.00	\$50,000.00
	54	614	MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LUMP	3,000.00	3,000.00
MISCELLANEOUS Total							
Bid Total							402,335.00

EXECUTED AT:

Euclid, Ohio THIS 26th DAY OF March, 2026

BY:


(SIGN IN INK)

TITLE:

Vice President
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

A + J Cement Contractors, Inc.
NAME

27900 Lakeland Blvd.
ADDRESS

Euclid, OH 44132
CITY, STATE & ZIP CODE

216-289-6600
PHONE

216-289-6636
FAX

ajcement1972@gmail.com
eMAIL

**Agreement Relative to Separate Consideration for
Incorporation of Tangible Personal Property**

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

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

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

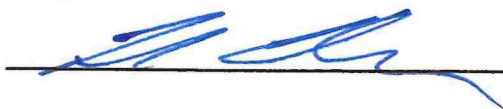
1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ 175,000.00

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

\$ 227,000

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



Signature of bidder



008 - 2025 Concrete
Patch Bid Form.xlsx

NON-COLLUSION AFFIDAVIT

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

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

Carl Calabrese being first duly sworn, deposes and says that John Calabrese residing at Chardon, Ohio and Carl Calabrese residing at Chardon, Ohio (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials quoted upon or the services performed under these specifications; that the said quotation is made without any connection or common interest in the profits with any other persons making any quotations or proposal for the said work; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature

Sworn to and subscribed in my presence this 25th day of March, 2026

(Notary Seal)

Notary Public



CATHERINE M RICE
Notary Public, State of Ohio
My Commission Expires
12/09/2028

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, Carl Calabrese, Vice President
(Name) (Owner, President, Etc.)
of A & J Cement Contractors, Inc. do hereby certify that this firm or person
is not delinquent in the filing and/or payment of
personal property taxes in Cuyahoga
(insert is or is not)
County.

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

Signed [Signature]

Name of Firm A & J Cement Contractors, Inc.

Address 27900 Lakeland Blvd.
Euclid, OH 44132

Telephone 216-289-6600

State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 25th day of March, 2026

(Notary Seal)



CATHERINE M RICE
Notary Public, State of Ohio
My Commission Expires
12/09/2028

Catherine M. Rice
Notary Public

Note: Statement Regarding Personal Property Taxes in Cuyahoga County.

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

**INFORMATION SHOWING QUALIFICATIONS
OF BIDDER**

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

John Calabrese 11149 Old State Rd

Carl Calabrese Chardon, OH 44024

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

Ohio

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

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

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

Dozers, Backhoes, Loaders, Excavators, Saws,

Drills, Trucks, and Trailers. All in Working

Condition.

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

(see attached experience record)

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

William F. Wildensheim, CPA

Hobe & Lucas, CPA, Inc.

216-524-8900, ext. 240

billw@hobe.com


Signature of Bidder

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. **Provide data for the last five (5) years.** Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project Name: Sidewalk repair/pedestrian safety program zone 4D

Description/Scope of Bidder's Concrete Repair

On this project you were a ☒ Prime Contractor OR ☐ Sub Contractor to _____

Total Project Cost: \$ 1,010,415.00 Your Contract or Subcontract Amount: \$ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: City of Mentor

Owner Contact: _____ Phone: () _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: David A. Swiger, P.E. Phone: (440) 974-5785

Your Bonding Company on this project (if any): RLI Insurance Company

Project Name: 2025 concrete program

Description/Scope of Bidder's Concrete repair

On this project you were a ☒ Prime Contractor OR ☐ Sub Contractor to _____

Total Project Cost: \$ 286,525.00 Your Contract or Subcontract Amount: \$ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: City of Lyndhurst

Owner Contact: _____ Phone: () _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: Jeffrey J. Filarski Phone: (440) 439-1999

Your Bonding Company on this project (if any): RLI Insurance Company

Project Name: 2025 Road Program Phase 2

Description/Scope of Bidder's Concrete Repair

On this project you were a ☒ Prime Contractor OR ☐ Sub Contractor to _____

Total Project Cost: \$ 233,785.00 Your Contract or Subcontract Amount: \$ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: Middleburg Heights

Owner Contact: _____ Phone: () _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: Kimberly R. Kerber Phone: (440) 886-4500 x117

Your Bonding Company on this project (if any): RLI Insurance Company

LISTING OF SUBCONTRACTORS

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

1. Name of Subcontractor: Traff Tech
Address: 7000 Hubbard Ave
City Cleveland State: OH Telephone: 216-361-8808
Description and/or Items of Work: Striping, Mt, Loop install
Amount: \$ 10,000.00 Percent (%) of Contract: 2.5%

2. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

3. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

4. Name of Subcontractor: _____
Address: _____
City _____ State: _____ Telephone: _____
Description and/or Items of Work: _____
Amount: \$ _____ Percent (%) of Contract: _____

Signature of Bidder: 
Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That A & J Cement Contractors, Inc. (hereinafter called the Principal) as Principal, and the Atlantic Specialty Insurance Company a corporation created and existing under the laws of the State of MN hereinafter called the Surety), as Surety, are held and firmly bound unto City of Beachwood 25325 Fairmount Boulevard, Beachwood, OH 44122 hereinafter called the Obligee), in the full and just sum of Ten Percent of Total Amount Bid Dollars (\$ 10% of bid), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 26th day of March 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 30 days to the Principal for 2026 Concrete Patch Program

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:

Kenny Lillian

PRINCIPAL:

A & J Cement Contractors, Inc.



Carl Calabrese
Vice President

SURETY:

Atlantic Specialty Insurance Company



Catherine M. Rice
Attorney-In-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Catherine M. Rice, James P. Love, John C. Love, Kathleen Anzells**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

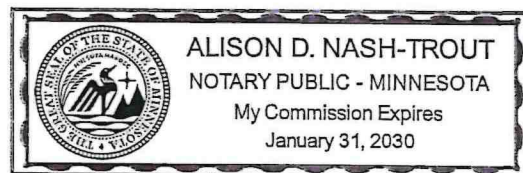
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of March, 2026

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary

Effective Date: June 30, 1999

Expiration Date: April 1, 2027

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

ATLANTIC SPECIALTY INSURANCE COMPANY

NAIC No. 27154

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-States Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



Atlantic Specialty Insurance Company

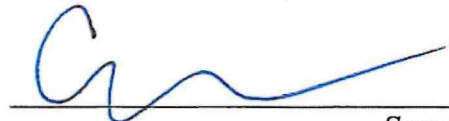
Period Ended 12/31/2025

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,885,455	Loss Reserves	\$ 1,403,740
Preferred Stocks	-	Loss Adjustment Expense Reserves	330,086
Common Stocks	934,259	Total Loss & LAE Reserves	1,733,826
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	866,171
Contract Loans	-	Total Reinsurance Liabilities	51,082
Derivatives	-	Commissions, Other Expenses, and Taxes due	83,583
Cash, Cash Equivalents & Short Term Investments	1,000,755	Derivatives	-
Other Investments	29,147	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	4,849,616	All Other Liabilities	1,357,715
Premiums and Considerations Due	361,651	Total Liabilities	4,092,377
Reinsurance Recoverable	34,446		
Receivable from Parent, Subsidiary or Affiliates	15,668	Capital and Surplus	
All Other Admitted Assets	93,238	Common Capital Stock	9,001
		Preferred Capital Stock	-
Total Admitted Assets	5,354,619	Surplus Notes	-
		Unassigned Surplus	682,458
		Other Including Gross Contributed	570,784
		Capital & Surplus	1,262,242
		Total Liabilities and C&S	5,354,619

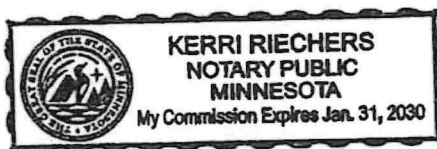
State of Minnesota
County of Hennepin

I, Sarah A. Kolar, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2025, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 5th day of March, 2026.

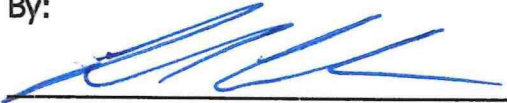

Notary Public



STATEMENT OF NON-DISCRIMINATION

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

By:



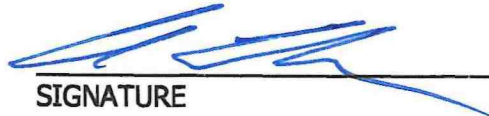
President/Official Representative

Date:

3/26/26

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 A+J Cement Contractors, Inc. Company.


SIGNATURE

Carl Calabrese
PRINTED NAME

Vice President
TITLE

3/26/26
DATE

A RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A PURCHASE ORDER FOR EMERGENCY REPAIRS TO THE PUBLIC WORKS FACILITY ROOF AND RELATED REMEDIATION SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, over the past several weeks, high winds caused a significant separation in the rubber roofing membrane on the west side of the Public Works building; and

WHEREAS, subsequent heavy rainfall resulted in substantial water intrusion and damage to the vacant office space located above the laborers' lunch area, which ultimately extended into the lunch area below; and

WHEREAS, the condition of the roof and resulting water damage constituted an emergency requiring immediate action to prevent further deterioration of the facility and to protect the health and safety of employees and public property and equipment; and

WHEREAS, ServiceMaster was engaged to remove damaged ceiling tiles and carpeting, complete the necessary roof repairs, and sanitize the affected second-floor space; and

WHEREAS, due to the urgent nature of the repairs and remediation, the work was initiated prior to formal legislative authorization and needs to be completed as soon as possible; and

WHEREAS, it is necessary to retroactively authorize and approve the issuance of a purchase order for said emergency services in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

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

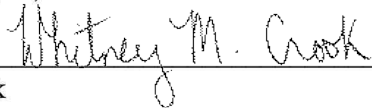
Section 1: Based upon the reasons set forth in the recitals of this Resolution, the Mayor and Finance Director are hereby authorized and directed to issue a purchase order to ServiceMaster for emergency roof repairs and remediation services at the Public Works facility in an amount not to exceed Forty Thousand Dollars and No/Cents (\$40,000.00). This authorization is retroactive and ratifies the actions taken to address the emergency repairs.

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, and the efficient operation of the City, wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2026-42

Attest: I hereby certify this legislation was duly adopted on the 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.


Clerk

Approval: I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.


Mayor

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FROM: Chris Arrietta, Public Works Director

DATE: March 25, 2026

RE: Council Agenda Item: Public Works - Emergency Work

Over the past several weeks, high winds caused a significant separation in the rubber roofing membrane on the west side of the Public Works building. Subsequent heavy rainfall resulted in substantial water damage to the vacant office space located above the laborers' lunch area. The damage from the second floor eventually extended into the lunch area below.

Service Master was contracted to remove damaged ceiling tiles and carpeting, complete the necessary roof repairs, and sanitize the affected second-floor space. The cost for these services was not to exceed \$40,000.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRANDEN R. BURNS, LLC TO PROVIDE POOL MANAGEMENT SERVICES FOR THE 2026 AND 2027 SEASONS FOR THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood has contracted pool management services through Branden R. Burns, LLC for the past three years; and

WHEREAS, the current Pool Manager, Sarah Tobin, has demonstrated outstanding performance, fostering a unified and collaborative environment among aquatics staff and pool members; and

WHEREAS, the management of the Family Aquatic Center requires coordination of schedules and daily operations for more than 70 lifeguards at a complex facility, and such responsibilities have been handled with professionalism and strong leadership; and

WHEREAS, Branden R. Burns, LLC has consistently ensured proper pool operations, including maintaining pool chemistry and promptly addressing operational issues; and

WHEREAS, based upon the success of the program and the recommendation of the Community Services Director, it is in the best interest of the City to continue these services for the 2026 and 2027 seasons.

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

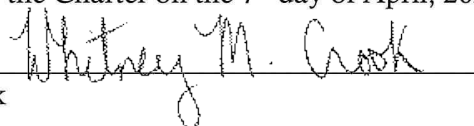
Section 1: Based upon the recommendation of the Community Services Director, the Mayor is hereby authorized to enter into an agreement with Branden R. Burns, LLC for Pool Management services for the 2026 and 2027 seasons at the Beachwood, Ohio Family Aquatic Center, as set forth in the agreement for services, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, or safety, or the efficient operation of the City, and for the further reason that these management services must be in place for the 2026 season; wherefore, this Ordinance 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 6th day of April, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 7th day of April, 2026.

Clerk



Approval: I have approved this legislation this 7th day of April, 2026 and filed it with the Clerk.

Mayor





Interoffice Memo

Date: 3/19/26

To: Mayor Berns

From: Derek Schroeder *DS*

RE: Pool Management Agreement 2026 and 2027

For the past three years, we have contracted pool management services through Branden R. Burns, LLC. The current pool manager, Sarah Tobin, has done an outstanding job, fostering a unified and collaborative environment among both the aquatics staff and pool members.

Managing this facility is particularly challenging, requiring the coordination of schedules and daily operations for more than 70 lifeguards at a complex pool. Despite these demands, Sarah has consistently demonstrated strong leadership and professionalism. She has effectively maintained pool chemistry and promptly addressed any operational issues that arise.

Based on her performance and the overall success of the program, I strongly recommend that we continue our agreement with Branden R. Burns, LLC for the 2026 and 2027 seasons.

This agreement, between Branden R Burns LLC., (hereafter known as BB) and The City of Beachwood, (hereinafter known as CITY), is to provide for the management by BB of the CITY's swimming pool(s) located in Beachwood, Ohio in accordance with the specifications, conditions and terms set forth hereinafter.

EFFECTIVE DATE OF THIS CONTRACT

BB management service will be provided from the date of signing, through the date of 11/1/2027. The normal swim season being:

5/23/2026-9/7/2026

5/29/2027-9/6/2027

Additional Extended dates available at additional fee.

PRE-SEASON INSPECTION

BB will, as reasonably as possible, make a complete pre-season inspection and evaluation of CITY'S facility. BB will advise CITY of any missing or broken equipment, and if any repairs deemed necessary to maintain swimming pool at the standards of the local health department.

Normal HOURS OF OPERATION

M-F 6:15a-8p

Sat & Sun 9a-7:30p

Reduced Hours:

While school is in session.

Closed M-Weds

Th & Fri 6:15a-8:30a, 4p-8p

Sat & Sun 9a-7:30p

Labor Day Open normal hours

***Dates will change per year based off Beachwood City Schools Schedule**

Guard staff will be scheduled to meet the demand of the facility. CITY is to provide lifeguards needed to provide effective surveillance during operations. BB is only responsible for management of CITY lifeguards. BB will provide an on-site manager as well as provide management support, training, and safety/skill audits. Lifeguards, even though CITY employees, will be required to attend mandatory monthly in-service training. If BB determines CITY staff are unqualified to work, they will be removed from the schedule and BB will notify CITY.

HOURS AND EXPENSES INCLUDED IN THIS CONTRACT

This contract includes a total of 800 manager hours at \$39.75 per hour. Any hours more than 800 manager Hrs., requested by CITY will be provided at the rate of \$41 per hour. BB will make regular reports to CITY as to the total number of manager hours that have been used each pay period as the timesheets are calculated. Reports will be made available to CITY. CITY agrees to alert BB to any discrepancies within five (5) business days of receipt of these reports.

Any hours under 750 hours will be rebated to the CITY at a rate of \$10 for each hour not utilized. Any rebate or adjustment will be made to CITY by twenty-one days past close.

This contract includes a management fee of \$1,635 and is **NON-refundable**.

2026: \$33,435

2027: \$34,439 (3.0%)

Payment Schedule

The total hours of scheduled staffing and expenses proposed results in total fees of \$33,435 for 2026. Payment is due in 4 equal payments of \$8,358.75. Payments are due April 01, May 01, June 01, and July 01. Any hours under 750 manager hours will be rebated to the CITY at a rate of \$10 for each hour. Any rebate or adjustment will be made twenty-one days after the conclusion of the season, due by/or before October 30. Any add on opportunities or consulting fees may be added at agreement of CITY and BB. Additional years will increase per above schedule.

SCHEDULE REQUESTS BY OWNER

Any requested change in the schedule by CITY due to any foreseen and unforeseen circumstances will be charged to CITY at a rate of \$41.00 per hour once the budgeted hours have been exceeded. Any additional hours requested beginning August 11th through September will be invoiced at an additional rate equivalent to \$41.00 per hour. Examples include but not limited to: CITY requested schedule changes or school district schedule changes. Please note that adding additional staff/hours is subject to change and is dependent on availability.

ADDITIONAL STAFF DUE TO SAFETY CONCERNS

If at any time staff must be added to meet the State or County requirement for bather load or meet BB's safety standards (as deemed by management) the CITY will be notified. If this situation should occur, additional staff will be added to the schedule.

SPECIAL HOURS

Full Season is June 4th - August 14. Facility will be closed after Memorial Day until Saturday June 4. Facility will go to reduced hours August 14 until Labor Day. May adjust due to Beachwood City School schedule.

INCLEMENT WEATHER

BB shall close the pool due to inclement weather, or if the air temperature at outdoor facilities is less than 65 degrees. If staff hears thunder or sees lightning the facility must be cleared of swimmers for a minimum of 30 minutes from the last sound of thunder or last flash of lightning. Patrons will be cleared from the pool for safety reasons during any rainstorm if visibility of the pool bottom is obscured. **SWIM BREAKS**

General swimming breaks are 10 minutes on the hour, adults 18 & older as well as infants carried with an adult may continue to swim.

Operating Supplies

CITY will provide the following supplies for staff and management use:

- Testing reagents as required by Health Department
- Supplies to clean tile area
- Refill for the First Aid Kit
 - Band-Aids
 - Gauze Pads
 - Tape
 - Rolled gauze
 - Antibacterial wipes
 - Latex or Non-latex first aid gloves
 - Eye protectors
 - Triangular bandage
 - Biohazard bag and labels
- Exposure Control Plan as required by OSHA
- Material Data Safety Sheets as required by OSHA
- County Board of Health Record Sheet
- Pool vacuum head, pole, and hose
- Pool brush
- Garden hose with spray nozzle
- Broom and dustpan
- Ring buoy with heaving line
- Shepard's Crook with straight pole
- 12' straight pole
- CPR mask for each lifeguard on duty
- Fanny pack for each lifeguard on duty
- Eyewash Station
- Shade at lifeguard station(s) per OSHA regulations
- Trash receptacle
- Water Test Kit as required by State and/or County Health Departments
- Safety line with adequate safety floats and hooks
- First Aid Kit Container
- One rescue tube for each lifeguard on duty
- One Fanny Pack for each lifeguard on duty

- Danger Pool Closed sign
- Emergency Phone sign
- Spa Caution Sign (if applicable)
- Spine Board with three straps (Board must be in good repair with no splinters or holes)
- Thermometer for each pool
- Facility Cleaning Supplies

PERSONNEL

BB will provide the management staff for the facility to the best of our ability during all normal pool hours as specified in this contract. All required lifeguards will be certified in accordance with the rules and codes specified by the State of Ohio and hired by CITY. The BB pool manager position will be filled by Sarah Tobin.

Management Staff will perform the following services in respect to daily operation:

1. Test the pool water periodically to ensure proper chemical balance per the standards of the local Health Department.
2. Enforce all rules and regulations posted by CITY and BB. CITY will provide copies of their rules and regulations prior to pool opening for the season.
3. Maintain and keep records required by the local Health Department.
4. Maintain any additional reasonable records required and supplied by CITY.
5. Schedule all staff for the facility utilizing designated scheduling software.
6. CITY agrees to provide a safe working environment for managers, guards, and other BB employees free from the threat of harm or bodily injury.
7. CITY agrees to maintain adequate number of lifeguards to ensure patron surveillance and safety.

BB agrees to the following conditions concerning personnel:

1. BB will work with the CITY in selection of pool manager. CITY will have the right to make suggestions and recommendations to BB; however, final decision shall be made by BB.
2. BB will work within CITY HR protocols to discharge any incompetent, uncooperative or otherwise unqualified employee. BB must make fair and just decisions concerning dismissal of its' employees. If for any reason this paragraph is enforced, the employee being discharged will not work more than week after BB receives the request for discharge.
3. BB shall be responsible for the payment of wages, taxes, etc., to all said management employees and for the maintenance of Worker's Compensation and Unemployment Insurance.
4. If is deemed necessary as the season progresses to add additional personnel, this will be determined by agreement between CITY and BB. BB may adjust personnel as is necessary daily per bather load, time of year or day, available staff, etc. BB will consult CITY in all scheduling matters.
5. If during the term of this contact the federal or state governments impose required benefits for seasonal employees BB will notify CITY of the increase and the CITY agrees to pay an additional amount not to exceed 3% of the total contract price. If the required benefit amount will increase the contract by more than 3% BB reserves the right to renegotiate this contract.
6. If at any time during the term of this contract the federal, state, or local government impose legislation that will increase employee labor costs, BB has the right to charge CITY additionally for these costs. BB will notify CITY if this should occur. This increase will be calculated by BB and payable by CITY in addition to the installments listed. Examples include but are not limited to minimum wage increases, employee benefit increases, and/or employee benefit tax increases.
7. BB will provide a manager who shall oversee supervising CITY personnel. The manager will

coordinate and discuss any problems or questions that arise between BB and CITY. Manager shall be available to meet with CITY or CITY liaison weekly. Branden Burns, OWNER, will be available by phone daily. Branden Burns, OWNER, shall make physical inspections of the pool and facility a minimum of four (4) times per month throughout the swim season to determine if the pool is being operated in a clean, safe, healthy, and sanitary manner.

KEYS

CITY shall supply sufficient complete sets of all necessary keys to the pool for BB's use. If a lockbox installed at the pool, it is the property of BB, and is to be used by BB employees only. CITY shall supply sufficient sets of all necessary keys if the locks are changed on the facility.

MANDATORY SAFETY STANDARDS

CITY agrees and acknowledge that it is CITY'S responsibility to operate the pool(s) within the established safety standards outlined by the State and County Health Departments. CITY must maintain records and be compliant in accordance with the State of Ohio Commercial Swimming Pool Code and the Virginia Graeme Baker Safety Act. Compliance relates to but is not limited to safety warning signs, depth markers, safety equipment, and electrical codes. Cost for work and equipment to bring pool(s) safety standard to an acceptable level is the responsibility of the CITY.

INSURANCE

BB will carry Liability insurance and add the City of Beachwood as an additional insured on said policy . A copy of the Certificate of Insurance showing the CITY as an additional insured shall be provided to CITY at the time this contract is executed. CITY shall add BB as an additional insured on the CITY's insurance policy and also similarly provide BB with a copy of the Certificate of Insurance showing BB as an additional insured at the time this contract is executed. All BB employees will be covered by Workers' Compensation and Unemployment Insurance. CITY is to carry fire, tornado, and other necessary insurance.

PHONE USAGE

CITY shall be responsible for providing an operational telephone, which is accessible to BB lifeguards at pool site. This is mandatory for safety reasons and required by the State of Ohio code for swimming pools. This phone must be capable of calling 9-1-1. It must also receive incoming calls for notification to the staff of possible weather danger. If you are not presently using a pay phone, and during this contract, switch to a pay phone, additional charges will be incurred based on governmental surcharges.

BB will not be liable for any phone calls to any phone exchange requiring a surcharge for its use (i.e. 900, 976, long distance, or any dial around service). CITY must take responsibility for contacting the telephone company to block the availability of those non-essential services.

If CITY chooses to utilize a cellular phone, BB will not be responsible for charges to cell phone.

MISCELLANEOUS

- CITY agrees to allow BB to display City of Beachwood as client on BPM website.
- CITY agrees to communicate any comments, suggestions, or complaints concerning the pool, pool staff or management service directly to BB.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT

This agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended

except in writing, signed by both parties hereto. This Agreement shall be binding upon and endure to the benefit of the CITY and BB and to their respective successors and assigns.

There are no representations, warranties or Agreements between the parties hereto concerning the transaction contemplated by this Agreement except as herein set forth.

CITY'S RIGHT TO TERMINATE

CITY may terminate this agreement for cause if BB fails to fulfill its material obligations and responsibilities under this Agreement on five (5) business days written notice to BB. BB, however, shall have five (5) business days from the date of the notice to cure default. Upon termination of this agreement, an accounting of costs incurred by BB to the date of the termination shall be mutually determined and any excess funds paid by CITY shall be immediately refunded. If CITY is found to owe payment at the time of termination that payment will become immediately due.

CATASTROPIC EVENT OR POOL FAILURE

In the event the pool is inoperable due to pool failure or act of God including but not limited to a pandemic the contract will pause. Any payments yet to be made will be paused and an accounting of all expenses incurred will be conducted by BPM. Hours paid for and not utilized due to the closing of the pool will be rebated after year-to-date expenses are paid and OWNER will not be responsible for the remainder of the seasons billing. CITY shall pay a one-time \$500 fee to help cover administrative costs incurred by BB during this process.

Branden Burns:

City of Beachwood Representative:

Signature Date

Signature Date

Print Name Date

Print Name Date