



**Beachwood City Council Meeting  
Monday, May 18, 2026, 7:00 PM  
at Beachwood City Hall, Council Chambers,  
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

**Agenda**

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

1. Roll Call
2. 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)**)
3. Reports
  - a. Mayor
  - b. Council Member (non-agenda items)
  - c. Department Directors

**Consent Agenda**

**Approval of Minutes**

Regular City Council Meeting held on May 4, 2026

**Ordinances**

1. **2026-20**

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

2. **2026-21**

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

## **Old Business (Regular Agenda)**

### **Ordinances**

1. **2026-16**

An Ordinance Expanding and Modifying the Terms and Tax Exemptions of the Commerce Park Community Reinvestment Area; and declaring this to be an urgent measure

**Placed on First Reading: April 20, 2026**

**Placed on Second Reading: May 4, 2026**

## **New Business (Regular Agenda)**

### **Ordinances**

1. **2026-22**

An Ordinance Amending Appropriations for Current Expenditures and Other Expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2026 (January 1, 2026 to December 31, 2026, inclusive); and declaring this to be an urgent measure

2. **2026-23**

An Ordinance creating Beachwood Codified Ordinance Chapter 407 titled "Automated Speed and Traffic Enforcement Program"; and declaring this to be an urgent measure

### **Resolutions**

1. **2026-54**

A Resolution authorizing the Mayor to enter into a Processing Services Agreement with Sitestream, LLC for Automated Traffic Enforcement Equipment and Related Services; and declaring this to be an urgent measure

2. **2026-55**

A Resolution Approving an Increase to the Sanitary and Storm Sewer County Maintenance Fee; and declaring this to be an urgent measure

3. **2026-56**

A Resolution Accepting a Certain Bid from Geauga Highway Company for the 2026 Asphalt Road Program; and declaring this to be an urgent measure

4. **2026-57**

A Resolution authorizing the Mayor to enter into a Lease Agreement with Millenium Control Systems, LLC to Occupy Certain Space within the City-owned building located at 23456 Mercantile Road, Beachwood, Ohio; and declaring this to be an urgent measure



**Any other matters coming before City Council**

**Adjournment**

**Next Regular Council Meeting will be held on: Monday, June 15, 2026 at 7:00 PM in Council Chambers. For all updates regarding Council Meetings, please visit: [www.BeachwoodOhio.com](http://www.BeachwoodOhio.com)**

**Council Members: Danielle Shoykhet – President**

**Jillian DeLong – Vice-President**

**Alec Isaacson, Alex Jacobs, Peter L. Smith**

**Ali B. Stern, June E. Taylor**

**Clerk of Council: Whitney M. Crook, MMC, OCPM**



**REGULAR CITY COUNCIL MEETING MINUTES  
MONDAY, MAY 4, 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, Ms. Stern, Ms. Taylor

Absent - None

Others Present - Mayor Berns, Mr. Arrietta, Ms. Bieterman, Mr. Heiser, Fire Chief Holtzman, Mr. Hunt, Mr. Lombardi, Deputy Chief Resek, Mr. Rose, Mr. Schroeder

**2. Oath of Office administered by Mayor Berns to:**

Fire Captain David Peterson

Fire Lieutenant Benjamin Welsh

**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>)

Members of the public addressed Council regarding the proposed rezoning of 24700 Chagrin Boulevard and the proposed rezoning of three properties on Edgewood Road.

**4. Reports**

**a. Mayor**

Mayor Berns spoke out the full calendar of events happening in the month of May and thanked Community Services Director for the hard work planning and delivering these events for the residents. He encouraged everyone to visit the City's homepage and check the calendar for full details of these and other upcoming activities.

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

Ms. Stern reminded everyone about election day on Tuesday, May 5<sup>th</sup>.

Mr. Isaacson spoke about the Holi celebration that he recently attended that was sponsored by the Beachwood High School Affinity Group.

**c. Department Directors**

Mr. Arrietta spoke about the passage of the City's food recycling program 2-year milestone.

Mr. Schroeder reminded everyone that pool passes are on sale now and stated that pool passes can be purchased on the BFAC on May 16<sup>th</sup> and 17<sup>th</sup> as an option for residents who can't make it to City Hall during the week. He also mentioned Cookout with the Cops on May 13<sup>th</sup> at the Playground 4:30-6:30 pm.

Ms. Bieterman gave an Economic Development update.

Mr. Lombardi gave an update on the City website Agenda Center outage.

Fire Chief Holtzman stated that the Fire Department will be conducting maintenance inspections and hydrant flushing in the next couple of weeks.

**Consent Agenda**

Approval of Minutes:

**Committee of the Whole Meeting held on April 20, 2026**

**Regular City Council Meeting held on April 20, 2026**

**Safety & Public Health Committee Meeting held on April 27, 2026**

**Ordinances**

**1. 2026-18**

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

**Motions**

1. A Motion authorizing the Clerk of Council to advertise for Bids for the Replacement of Pool Pumps and other Pump House Improvements at the Beachwood Family Aquatic Center per BCO 121.09 and ORC 7.16

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

**Voice Vote**

**On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**Voice Vote**

**On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

## **Old Business (Regular Agenda)**

### **Ordinances**

#### **1. 2025-36 **AMENDED****

An Ordinance Rezoning 24700 Chagrin Boulevard, Beachwood, Ohio 44122 (PPN #742-25-010) from U-7A General Office to U-9 Motor Service District

**Placed on First Reading and Referred to the Planning and Zoning Commission: October 20, 2025**

**Referred back from the Planning & Zoning Commission: Favorable Recommendation  
December 11, 2025**

**Placed on Second Reading and Referred to a Public Hearing: January 20, 2026**

**Public Hearing held on: February 17, 2026**

**Placed on Third and Final Reading: May 4, 2026**

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

#### **Voice Vote**

#### **On the Adoption:**

Yes: 0

No: 7

Abstain: 0

Not Voting: 0

**MOTION FAILED NOT  
ADOPTED**

#### **2. 2026-16**

An Ordinance Expanding and Modifying the Terms and Tax Exemptions of the Commerce Park Community Reinvestment Area; and declaring this to be an urgent measure

**Placed on First Reading: April 20, 2026**

**Placed on Second Reading: May 4, 2026**

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

#### **Voice Vote**

#### **On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**PLACED ON 2<sup>nd</sup> READING**

## **New Business (Regular Agenda)**

### **Ordinances**

#### **1. 2026-19**

An Ordinance Rezoning 2547 Edgewood Drive (PPN# 741-08-034) 2555 Edgewood Drive, (PPN# 741-08-036) and 2561 Edgewood Drive (PPN# 741-08-037), from U-1 Single Family Residential District to U-5 Public and Institutional District

**Placed on First Reading and Referred to Planning & Zoning Commission: May 4, 2026**

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

#### **Voice Vote**

#### **On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**PLACED ON 1<sup>ST</sup> READING**

**REFERRED TO THE PLANNING  
& ZONING COMMISSION**

### **Resolutions**

#### **1. 2026-50**

A Resolution accepting a Quotation from Pro Track and Tennis Inc. for the Tennis Courts Improvement Project; and declaring this to be an urgent measure

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

#### **Voice Vote**

#### **On the Suspension:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

#### **Voice Vote**

#### **On the Adoption:**

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

**MOTION ADOPTED**

**2. 2026-51**

A Resolution Authorizing the Mayor to accept a Quotation from Advizex for the Purchase of Aruba Wi-Fi 7 Access Points; and declaring this to be an urgent measure

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

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**3. 2026-52**

A Resolution Authorizing the Mayor to accept a Quotation from Cable Communications, Inc. for the Installation of Aruba Wi-Fi 7 Access Points; and declaring this to be an urgent measure

Moved by: A. Jacobs, Seconded by: J. Taylor

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**4. 2026-53**

A Resolution terminating the Tax Increment Financing (TIF) Exemption and associated Service Payment Agreement for the property located at 25435 Harvard Road within the City of Beachwood, Ohio; authorizing the Release of City and School District Interests; and declaring this to be an urgent measure

Moved by: D. Shoykhet, Seconded by: P. Smith

**Voice Vote**

**On the Suspension:**

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

**Voice Vote**

**On the Adoption:**

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

**Any other matters coming before City Council**

None

**Adjournment**

Adjourn to the next Regular City Council Meeting at 8:01 PM

Approved:

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Clerk

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Mayor

Next Regular Council Meeting will be held on: Monday, May 18, 2026 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please [visit:](http://www.BeachwoodOhio.com)  
[www.BeachwoodOhio.com](http://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:

| <b>For Supplies and Services</b> | <b>May 18th , 2026</b> | <b>\$</b> | <b>108,924.00</b> |
|----------------------------------|------------------------|-----------|-------------------|
| Code Consultation                | Plan Review Services   | \$        | 1,125.00          |
| GPD                              | Engineering Services   | \$        | 79,345.00         |
| ICC Community Development Sol.   | Invoice                | \$        | 7,080.00          |
| Roetzel                          | Legal Services         | \$        | 21,374.00         |

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 18th of May 2026 and presented to the Mayor.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19th day of May 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED  
MAY 04 2026  
FINANCE DEPT

May 1, 2026

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

**RE: Building Department Plan Review**

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of April 2026 \$1,125.00  
(See attached sheet for breakdown)

**Total amount due**

One Thousand One Hundred Twenty-five Dollars **\$1,125.00**

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



Paul Kowalczyk  
Combination Examiner #CE-0000798

**APPROVED FOR PAYMENT**  
CV: \_\_\_\_\_  
DATE: 5-4-26  
P/O: 2026-00082

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood  
Plan Examination Services  
April 2026 Invoice**

| Beachwood<br>Plan Review<br>No.: | PK Plan<br>Review<br>No.: | Project:                                                                                                        | Time:             | Charge:           |
|----------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| 154106                           | BW26-11<br>4/2/26         | Beachwood Endodontics<br>3690 Orange Place, Suite 455<br>Interior Alterations                                   | 2 hours           | \$250.00          |
| 2025-00887                       | BW25-07.7<br>4/7/26       | Cleveland Clinic NI East Side Hub<br>3050 Science Park Drive<br>Interior Alterations – <b>Bulletin 16</b>       | 30 min.           | \$62.50           |
| 2025-09257                       | BW26-12<br>4/8/26         | Lifescance Health<br>25101 Chagrin Boulevard<br>Fire Sprinkler System alterations                               | 30 min.           | \$62.50           |
| 2025-09257                       | BW26-13<br>4/12/26        | Lifescance Health<br>25101 Chagrin Boulevard<br>Fire Alarm System alterations                                   | 1 hour            | \$125.00          |
| CBLDFA-<br>2026-11               | BW26-14<br>4/14/26        | Murray Regan<br>25550 Chagrin Blvd., Suite 210<br>Fire Alarm System alterations                                 | 1 hour            | \$125.00          |
| 155797                           | BW26-15<br>4/18/26        | Security Desk Mandel JCC<br>26001 South Woodland Road<br>Security Desk                                          | 1 hour<br>30 min. | \$187.50          |
| 146418                           | BW26-16<br>4/18/26        | U.S. Foot & Ankle Specialists<br>3733 Park East Drive, Suite 260<br>Fire Alarm System Alterations               | 1 hour            | \$125.00          |
| 2025-00887                       | BW25-07.8<br>4/21/26      | Cleveland Clinic NI East Side Hub<br>3050 Science Park Drive<br>Interior Alterations – <b>Bulletin 18</b>       | 30 min.           | \$62.50           |
| 2024-07794                       | BW24-37.1<br>4/24/26      | Advanced Behavioral Therapy<br>23645 Mercantile – Suite B<br>Interior Alterations – <b>Plan Review Response</b> | 1 hour            | \$125.00          |
| <b>Total:</b>                    |                           |                                                                                                                 |                   | <b>\$1,125.00</b> |

Paul Kowalczyk  
Combination Examiner #CE-000798

# Summary of Engineering Invoices

May 18, 2026 Professional Service Ordinance

| Invoice #     | Invoice Date | Original Amount | Adjustment | Payment Amount | Fund    | Billed | Out | 2026         | 2025 | 2024 |
|---------------|--------------|-----------------|------------|----------------|---------|--------|-----|--------------|------|------|
|               |              |                 |            |                |         |        |     | ENCUMBRANCES |      |      |
| 2026119.00-3  | 4/10/2026    | \$2,260.00      | \$0.00     | \$2,260.00     | General |        |     | X            |      |      |
| 2025119.11-7  | 4/10/2026    | \$37,665.00     | \$0.00     | \$37,665.00    | Capital |        |     |              | X    |      |
| 2026119.03-1  | 4/10/2026    | \$23,903.50     | \$0.00     | \$23,903.50    | Capital |        |     | X            |      |      |
| 2026119.02-2  | 4/10/2026    | \$10,736.50     | \$0.00     | \$10,736.50    | Capital |        |     | X            |      |      |
| 2025119.06-10 | 4/10/2026    | \$240.00        | \$0.00     | \$240.00       | General |        |     |              | X    |      |
| 2024119.04-18 | 4/10/2026    | \$960.00        | \$0.00     | \$960.00       | Capital |        |     |              |      | X    |
| 2021119.91-53 | 4/30/2026    | \$1,820.00      | \$0.00     | \$1,820.00     | Capital |        |     |              |      | X    |
| 2026119.90-4  | 4/30/2026    | \$1,760.00      | \$0.00     | \$1,760.00     | General |        |     | X            |      |      |

|              |                    |
|--------------|--------------------|
| Total To Pay | <u>\$79,345.00</u> |
|--------------|--------------------|

|                           |                    |
|---------------------------|--------------------|
| Total Capital Fund        | \$75,085.00        |
| Total General Fund        | \$4,260.00         |
| Total Deposits            | \$0.00             |
| Total Street Const. Mant. | \$0.00             |
| Less: Billable Charges    | \$0.00             |
| Net Paid by City:         | <u>\$79,345.00</u> |



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

**Invoice**  
**RECEIVED**

MAY 01 2026

FINANCE DEPT

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

April 10, 2026

Invoice No: 2026119.00 - 3

|                      |                   |
|----------------------|-------------------|
| <b>Invoice Total</b> | <b>\$2,260.00</b> |
|----------------------|-------------------|

Project 2026119.00 Beachwood - General Engineering  
**Professional Services from February 28, 2026 to March 27, 2026**

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

**Professional Personnel**

|                     | Hours | Rate   | Amount          |
|---------------------|-------|--------|-----------------|
| Sr. Project Manager |       |        |                 |
| Gasper, David       | 5.00  | 140.00 | 700.00          |
| Glass, Matthew      | 9.00  | 140.00 | 1,260.00        |
| Design Engineer     |       |        |                 |
| Bartlett, Margaret  | 2.50  | 120.00 | 300.00          |
| Totals              | 16.50 |        | 2,260.00        |
| <b>Total Labor</b>  |       |        | <b>2,260.00</b> |

**Total this Task \$2,260.00**

**Total this Invoice \$2,260.00 ✓**

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 1            | 2/13/2026 | 1,525.00        |
| 2            | 3/13/2026 | 3,260.00        |
| <b>Total</b> |           | <b>4,785.00</b> |

**Billings to Date**

|               | Current         | Prior           | Total           |
|---------------|-----------------|-----------------|-----------------|
| Labor         | 2,260.00        | 4,785.00        | 7,045.00        |
| <b>Totals</b> | <b>2,260.00</b> | <b>4,785.00</b> | <b>7,045.00</b> |

SVC  
APPROVED FOR PAYMENT  
BY: C. C. Carter  
DATE: 4-23-26  
P/O: 2026-00077

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>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    |
| 04/10/26 | 2026119.00-3 | 2026119.00 | 03/27/26         | BUILDING  | \$2,260.00    |

\$7,045.00



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

**Invoice**  
**RECEIVED**  
**MAY 01 2026**

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

April 10, 2026  
 Invoice No: 2025119.11 - 7  
**FINANCE DEPT**

|                      |                    |
|----------------------|--------------------|
| <b>Invoice Total</b> | <b>\$37,665.00</b> |
|----------------------|--------------------|

Project 2025119.11 Beachwood - Park East Reconstruction  
Professional Services from February 28, 2026 to March 27, 2026

Task 100 Design  
**Professional Personnel**

|                     | Hours | Rate   | Amount           |
|---------------------|-------|--------|------------------|
| Project Principal   |       |        |                  |
| Hobbs, Michael      | 4.00  | 165.00 | 660.00           |
| Sr. Project Manager |       |        |                  |
| Gasper, David       | 13.00 | 140.00 | 1,820.00         |
| Glass, Matthew      | 6.00  | 140.00 | 840.00           |
| Milliron, Larry     | 48.00 | 140.00 | 6,720.00         |
| Smith, Jason        | 19.00 | 140.00 | 2,660.00         |
| Sr. Engineer        |       |        |                  |
| Stonitsch, Erik     | .50   | 130.00 | 65.00            |
| Totals              | 90.50 |        | 12,765.00        |
| <b>Total Labor</b>  |       |        | <b>12,765.00</b> |

**Consultants**

|                             |                            |                |                    |
|-----------------------------|----------------------------|----------------|--------------------|
| Consultant Reimbursable Exp |                            |                |                    |
| 11/12/2025                  | Stephen Hovancsek & Assoc. | Prof. Services | 24,900.00          |
|                             | <b>Total Consultants</b>   |                | <b>24,900.00</b>   |
|                             | <b>Total this Task</b>     |                | <b>\$37,665.00</b> |

**Total this Invoice** **\$37,665.00**

**Outstanding Invoices**

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 5            | 2/13/2026 | 18,435.00        |
| 6            | 3/13/2026 | 3,135.00         |
| <b>Total</b> |           | <b>21,570.00</b> |

*SVC*  
**APPROVED FOR PAYMENT**  
 BY: C. Caritta  
 DATE: 4-23-26  
 P/O: 2025-02334

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>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    |
| 04/10/26 | 2025119.11-7  | 2025119.11 | 03/27/26         | SERVICE   | \$37,665.00   |

\$150,403.26





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

**Invoice**  
**RECEIVED**

MAY 01 2026

FINANCE DEPT

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

April 10, 2026

Invoice No: 2026119.03 - 1

**Invoice Total \$23,903.50**

Project 2026119.03 Beachwood - Bryden San & Storm Sewer Improvements Ph#1  
**Professional Services from February 28, 2026 to March 27, 2026**

Task 001 Design  
**Professional Personnel**

|                        | Hours  | Rate   | Amount             |
|------------------------|--------|--------|--------------------|
| Sr. Project Manager    |        |        |                    |
| Glass, Matthew         | 9.00   | 140.00 | 1,260.00           |
| Smith, Jason           | 4.00   | 140.00 | 560.00             |
| Wojciechowski, Kevin   | 8.00   | 140.00 | 1,120.00           |
| Design Engineer        |        |        |                    |
| Getz, Collin           | 6.00   | 120.00 | 720.00             |
| Watson, Tyler          | 64.00  | 120.00 | 7,680.00           |
| Eng./Arch. Intern/Coop |        |        |                    |
| DeLuca, Gianna         | 34.00  | 65.00  | 2,210.00           |
| Totals                 | 125.00 |        | 13,550.00          |
| <b>Total Labor</b>     |        |        | <b>13,550.00</b>   |
| <b>Total this Task</b> |        |        | <b>\$13,550.00</b> |

Task 071 Survey & Base Mapping  
**Professional Personnel**

|                            | Hours | Rate   | Amount   |
|----------------------------|-------|--------|----------|
| Office Survey Technician 3 |       |        |          |
| Arnold, Casey              | 2.00  | 109.50 | 219.00   |
| Field Survey Technician 2  |       |        |          |
| Brooks, Adam               | 11.00 | 113.00 | 1,243.00 |
| Office Survey Technician 2 |       |        |          |
| Ryan, Adam                 | 2.00  | 93.00  | 186.00   |
| Field Survey Technician 1  |       |        |          |
| Gregory, Timothy           | 3.00  | 97.50  | 292.50   |
| Project Aid/Clerical       |       |        |          |
| DuBose, Amanda             | 1.50  | 62.00  | 93.00    |

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

**APPROVED FOR PAYMENT**  
 DATE: 4-23-26  
 P/O: 2026-00734

|                               |            |                                         |                           |                    |
|-------------------------------|------------|-----------------------------------------|---------------------------|--------------------|
| Project                       | 2026119.03 | Beachwood - Bryden San & Stm Sewer Impr | Invoice                   | 1                  |
| Eng./Arch. Intern/Coop        |            |                                         |                           |                    |
| Szpak, Katie                  |            | 11.00                                   | 65.00                     | 715.00             |
| Totals                        |            | 30.50                                   |                           | 2,748.50           |
| <b>Total Labor</b>            |            |                                         |                           | <b>2,748.50</b>    |
|                               |            |                                         | <b>Total this Task</b>    | <b>\$2,748.50</b>  |
| Task                          | 800        | Geotech Engineering                     |                           |                    |
| <b>Professional Personnel</b> |            |                                         |                           |                    |
|                               |            | <b>Hours</b>                            | <b>Rate</b>               | <b>Amount</b>      |
| Project Principal             |            |                                         |                           |                    |
| Channels, Delbert             |            | 1.00                                    | 165.00                    | 165.00             |
| Design Engineer               |            |                                         |                           |                    |
| Channels, Timothy             |            | 23.00                                   | 120.00                    | 2,760.00           |
| Totals                        |            | 24.00                                   |                           | 2,925.00           |
| <b>Total Labor</b>            |            |                                         |                           | <b>2,925.00</b>    |
|                               |            |                                         | <b>Total this Task</b>    | <b>\$2,925.00</b>  |
| Task                          | 840        | Geotech Drilling                        |                           |                    |
| <b>Fee</b>                    |            |                                         |                           |                    |
| Total Fee                     |            | 12,000.00                               |                           |                    |
| Percent Complete              | 26.50      | Total Earned                            |                           | 3,180.00           |
|                               |            | Previous Fee Billing                    |                           | 0.00               |
|                               |            | Current Fee Billing                     |                           | 3,180.00           |
|                               |            | <b>Total Fee</b>                        |                           | <b>3,180.00</b>    |
|                               |            |                                         | <b>Total this Task</b>    | <b>\$3,180.00</b>  |
| Task                          | 979        | Private Utility Locating                |                           |                    |
| <b>Professional Personnel</b> |            |                                         |                           |                    |
|                               |            | <b>Hours</b>                            | <b>Rate</b>               | <b>Amount</b>      |
| Field Survey Technician 2     |            |                                         |                           |                    |
| Liddle, David                 |            | 10.00                                   | 113.00                    | 1,130.00           |
| Survey Project Manager        |            |                                         |                           |                    |
| Ledrich, Timothy              |            | 2.00                                    | 140.00                    | 280.00             |
| Staff Designer                |            |                                         |                           |                    |
| Jones, Nash                   |            | 1.00                                    | 90.00                     | 90.00              |
| Totals                        |            | 13.00                                   |                           | 1,500.00           |
| <b>Total Labor</b>            |            |                                         |                           | <b>1,500.00</b>    |
|                               |            |                                         | <b>Total this Task</b>    | <b>\$1,500.00</b>  |
| <b>Billing Limits</b>         |            | <b>Current</b>                          | <b>Prior</b>              | <b>To-Date</b>     |
| Total Billings                |            | 23,903.50                               | 0.00                      | 23,903.50          |
| Limit                         |            |                                         |                           | 590,643.00         |
| Remaining                     |            |                                         |                           | 566,739.50         |
|                               |            |                                         | <b>Total this Invoice</b> | <b>\$23,903.50</b> |

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 04/10/26 | 2026119.03-1 | 2026119.03 | 03/27/26         | SERVICE   | \$23,903.50   |

\$23,903.50



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

**Invoice**  
**RECEIVED**

MAY 01 2026

**FINANCE DEPT**

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

April 10, 2026  
 Invoice No:

2026119.02 - 2

**Invoice Total \$10,736.50**

Project 2026119.02 Beachwood - 2026 Road Program Assistance  
**Professional Services from February 28, 2026 to March 27, 2026**

Task 001 Road Program Assistance as requested  
**Professional Personnel**

|                                               | Hours | Rate   | Amount           |
|-----------------------------------------------|-------|--------|------------------|
| Field Survey Technician 3<br>Quincel, Donald  | 4.00  | 129.50 | 518.00           |
| Office Survey Technician 3<br>Arnold, Casey   | 8.00  | 109.50 | 876.00           |
| Field Survey Technician 2<br>Brooks, Adam     | 16.00 | 113.00 | 1,808.00         |
| Office Survey Technician 2<br>Ryan, Adam      | 3.00  | 93.00  | 279.00           |
| Field Survey Technician 1<br>Gregory, Timothy | 3.00  | 97.50  | 292.50           |
| Sr. Project Manager<br>Glass, Matthew         | 23.00 | 140.00 | 3,220.00         |
| Design Engineer<br>Levis, Andrew              | 7.00  | 120.00 | 840.00           |
| Wingerter, Megan                              | 5.00  | 120.00 | 600.00           |
| Survey Project Manager<br>Treat, Adam         | 1.00  | 140.00 | 140.00           |
| Staff Designer<br>Jones, Nash                 | 23.00 | 90.00  | 2,070.00         |
| Project Aid/Clerical<br>DuBose, Amanda        | 1.50  | 62.00  | 93.00            |
| Totals                                        | 94.50 |        | 10,736.50        |
| <b>Total Labor</b>                            |       |        | <b>10,736.50</b> |

**APPROVED FOR PAYMENT**  
 BY: C. Quincel  
 DATE: 4-27-26  
 P/O: \_\_\_\_\_

**Total this Task \$10,736.50**  
**Total this Invoice \$10,736.50** ✓

|         |            |                                          |         |   |
|---------|------------|------------------------------------------|---------|---|
| Project | 2026119.02 | Beachwood - 2026 Road Program Assistance | Invoice | 2 |
|---------|------------|------------------------------------------|---------|---|

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 1            | 3/13/2026 | 1,020.00        |
| <b>Total</b> |           | <b>1,020.00</b> |

**Billings to Date**

|               | Current          | Prior           | Total            |
|---------------|------------------|-----------------|------------------|
| Labor         | 10,736.50        | 1,020.00        | 11,756.50        |
| <b>Totals</b> | <b>10,736.50</b> | <b>1,020.00</b> | <b>11,756.50</b> |

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 03/13/26 | 2026119.02-1 | 2026119.02 | 02/27/26         | SERVICE   | \$1,020.00    |
| 04/10/26 | 2026119.02-2 | 2026119.02 | 03/27/26         | SERVICE   | \$10,736.50   |

\$11,756.50



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

**Invoice**  
**RECEIVED**

MAY 01 2026

**FINANCE DEPT**

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

April 10, 2026

Invoice No: 2025119.06 - 10

|                      |                 |
|----------------------|-----------------|
| <b>Invoice Total</b> | <b>\$240.00</b> |
|----------------------|-----------------|

Project 2025119.06 Beachwood - Timberlane - Green Phase2 - CA  
 Checking shop drawings, pre-con, answer RFIs, and review schedule.  
Professional Services from February 28, 2026 to March 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        |
| <b>Total Labor</b> |       |        | <b>240.00</b> |

**Total this Task \$240.00**

| Billing Limits            | Current | Prior     | To-Date         |
|---------------------------|---------|-----------|-----------------|
| Total Billings            | 240.00  | 44,575.77 | 44,815.77       |
| Limit                     |         |           | 45,000.00       |
| Remaining                 |         |           | 184.23          |
| <b>Total this Invoice</b> |         |           | <b>\$240.00</b> |

**Outstanding Invoices**

| Number       | Date      | Balance       |
|--------------|-----------|---------------|
| 8            | 2/13/2026 | 360.00        |
| 9            | 3/13/2026 | 240.00        |
| <b>Total</b> |           | <b>600.00</b> |

APPROVED FOR PAYMENT  
 BY: C. Smith  
 DATE: 4-23-26  
 P/O: 2025-01385

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>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      |
| 04/10/26 | 2025119.06-10 | 2025119.06 | 03/27/26         | SERVICE   | \$240.00      |

\$44,815.77





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

Invoice

RECEIVED

MAY 01

FINANCE DEPT

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

April 10, 2026

Invoice No:

2024119.04 - 18

|               |          |
|---------------|----------|
| Invoice Total | \$960.00 |
|---------------|----------|

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from February 28, 2026 to March 27, 2026

Task 100 Pre-Design

Professional Personnel

|                 | Hours | Rate   | Amount   |
|-----------------|-------|--------|----------|
| Design Engineer |       |        |          |
| Watson, Tyler   | 8.00  | 120.00 | 960.00   |
| Totals          | 8.00  |        | 960.00   |
| Total Labor     |       |        | 960.00   |
| Total this Task |       |        | \$960.00 |

Billing Limits

|                | Current | Prior      | To-Date    |
|----------------|---------|------------|------------|
| Total Billings | 960.00  | 174,418.26 | 175,378.26 |
| Limit          |         |            | 175,404.00 |
| Remaining      |         |            | 25.74      |

Total this Invoice \$960.00

Outstanding Invoices

| Number | Date      | Balance  |
|--------|-----------|----------|
| 17     | 3/13/2026 | 2,650.00 |
| Total  |           | 2,650.00 |

SVC  
APPROVED FOR PAYMENT  
BY: C. Crista  
DATE: 4-23-26  
P/O: 2026-00077

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>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    |
| 04/10/26 | 2024119.04-18 | 2024119.04 | 03/27/26         | SERVICE   | \$960.00      |

\$175,378.26



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

RECEIVED

MAY 04 2026

FINANCE DEPT

Invoice

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

April 30, 2026

Invoice No: 2026119.90 - 4

Invoice Total \$1,760.00

Project 2026119.90 Beachwood - 2026 Traffic Services 2026  
Letter Proposal  
Max Not to Exceed \$36,000.00

**Professional Services from March 28, 2026 to April 24, 2026**

Task 053 April Traffic Services  
**Professional Personnel**

|                        | Hours | Rate   | Amount            |
|------------------------|-------|--------|-------------------|
| Sr. Project Manager    |       |        |                   |
| Ferrell, Brett         | 3.00  | 140.00 | 420.00            |
| Westbrooks, Kevin      | 7.00  | 140.00 | 980.00            |
| Design Engineer        |       |        |                   |
| Tondra, Brandon        | 3.00  | 120.00 | 360.00            |
| Totals                 | 13.00 |        | 1,760.00          |
| <b>Total Labor</b>     |       |        | <b>1,760.00</b>   |
| <b>Total this Task</b> |       |        | <b>\$1,760.00</b> |

| Billing Limits | Current  | Prior    | To-Date   |
|----------------|----------|----------|-----------|
| Total Billings | 1,760.00 | 9,270.00 | 11,030.00 |
| Limit          |          |          | 36,000.00 |
| Remaining      |          |          | 24,970.00 |

Total this Invoice \$1,760.00

**Outstanding Invoices**

| Number       | Date      | Balance         |
|--------------|-----------|-----------------|
| 1            | 2/13/2026 | 2,770.00        |
| 3            | 4/10/2026 | 3,140.00        |
| <b>Total</b> |           | <b>5,910.00</b> |

APPROVED FOR PAYMENT  
BY: D.C. RESER  
DATE: 05-01-2026  
P/O: 2026-00175

## GPD Associates Invoices

### BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #        | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST |
|----------|--------------|------------|------------------|-----------|---------------|
| 02/13/26 | 2026119.90-1 | 2026119.90 | 01/30/26         | POLICE    | \$2,770.00    |
| 03/13/26 | 2026119.90-2 | 2026119.90 | 02/27/26         | POLICE    | \$3,360.00    |
| 04/10/26 | 2026119.90-3 | 2026119.90 | 03/27/26         | POLICE    | \$3,140.00    |
| 04/30/26 | 2026119.90-4 | 2026119.90 | 04/24/26         | POLICE    | \$1,760.00    |

\$11,030.00



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

RECEIVED  
MAY 04 2026  
FINANCE DEPT

Invoice

City of Beachwood  
Attn: Chief Kelly Stillman  
kelly.stillman@beachwoodohio.com  
2700 Richmond Road  
Beachwood, OH 44122

April 30, 2026  
Invoice No: 2021119.91 - 53

Invoice **\$1,820.00**  
Total

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640  
Letter Proposal Approve \$30,908.00  
Max Not to Exceed \$310,101.00

Professional Services from March 28, 2026 to April 24, 2026

Task 056 Plan Development Additional

**Professional Personnel**

|                        | Hours | Rate   | Amount   |                   |
|------------------------|-------|--------|----------|-------------------|
| Sr. Project Manager    |       |        |          |                   |
| Westbrooks, Kevin      | 12.00 | 140.00 | 1,680.00 |                   |
| Totals                 | 12.00 |        | 1,680.00 |                   |
| <b>Total Labor</b>     |       |        |          | <b>1,680.00</b>   |
| <b>Total this Task</b> |       |        |          | <b>\$1,680.00</b> |

Task 057 Design Mod 2

**Professional Personnel**

|                        | Hours | Rate   | Amount |                 |
|------------------------|-------|--------|--------|-----------------|
| Sr. Project Manager    |       |        |        |                 |
| Goetz, Kristy          | 1.00  | 140.00 | 140.00 |                 |
| Totals                 | 1.00  |        | 140.00 |                 |
| <b>Total Labor</b>     |       |        |        | <b>140.00</b>   |
| <b>Total this Task</b> |       |        |        | <b>\$140.00</b> |

**Billing Limits**

|                | Current  | Prior      | To-Date      |
|----------------|----------|------------|--------------|
| Total Billings | 1,820.00 | 254,407.79 | 256,227.79 ✓ |
| Limit          |          |            | 310,101.00   |
| Remaining      |          |            | 53,873.21    |

**Total this Invoice** **\$1,820.00** ✓

**Outstanding Invoices**

| Number | Date      | Balance  |
|--------|-----------|----------|
| 51     | 2/13/2026 | 3,931.50 |

APPROVED FOR PAYMENT

BY: J.C. [Signature]

DATE: 05-01-2026

P/O: 2023-01448

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

|         |              |                                   |                 |    |
|---------|--------------|-----------------------------------|-----------------|----|
| Project | 2021119.91   | Beachwood - Richmond Road Signals | Invoice         | 53 |
|         | 52           | 4/10/2026                         | 345.00          |    |
|         | <b>Total</b> |                                   | <b>4,276.50</b> |    |

# GPD Associates Invoices

## BILLING SUMMARY INPUT WORKSHEET

| INV DATE | INV #         | PROJ NO.   | ServiceThru Date | DEPT CHGD | TOTAL<br>COST       |
|----------|---------------|------------|------------------|-----------|---------------------|
| 04/02/21 | 2021119.91-1  | 2021119.91 | 03/26/21         | POLICE    | \$598.50            |
| 05/07/21 | 2021119.91-2  | 2021119.91 | 04/30/21         | POLICE    | \$467.50            |
| 06/04/21 | 2021119.91-3  | 2021119.91 | 05/28/21         | POLICE    | \$4,718.50          |
| 07/01/21 | 2021119.91-4  | 2021119.91 | 06/25/21         | POLICE    | \$12,051.00         |
| 08/10/21 | 2021119.91-5  | 2021119.91 | 07/30/21         | POLICE    | \$9,089.50          |
| 09/03/21 | 2021119.91-6  | 2021119.91 | 08/27/21         | POLICE    | \$1,410.50          |
| 10/06/21 | 2021119.91-7  | 2021119.91 | 09/24/21         | POLICE    | \$17,038.00         |
| 11/05/21 | 2021119.91-8  | 2021119.91 | 10/29/21         | POLICE    | \$961.14            |
| 12/02/21 | 2021119.91-9  | 2021119.91 | 11/26/21         | POLICE    | \$5,049.50          |
| 01/14/22 | 2021119.91-10 | 2021119.91 | 12/31/21         | POLICE    | \$834.50            |
| 02/03/22 | 2021119.91-11 | 2021119.91 | 01/28/22         | POLICE    | \$957.00            |
| 03/04/22 | 2021119.91-12 | 2021119.91 | 02/25/22         | POLICE    | \$561.00            |
| 03/31/22 | 2021119.91-13 | 2021119.91 | 03/25/22         | POLICE    | \$2,267.00          |
| 05/06/22 | 2021119.91-14 | 2021119.91 | 04/29/22         | POLICE    | \$1,278.50          |
| 06/07/22 | 2021119.91-15 | 2021119.91 | 05/27/22         | POLICE    | \$670.00            |
| 07/06/22 | 2021119.91-16 | 2021119.91 | 06/24/22         | POLICE    | \$846.00            |
| 08/12/22 | 2021119.91-17 | 2021119.91 | 07/29/22         | POLICE    | \$14,696.75         |
| 09/02/22 | 2021119.91-18 | 2021119.91 | 08/26/22         | POLICE    | \$11,670.00         |
| 10/14/22 | 2021119.91-19 | 2021119.91 | 09/30/22         | POLICE    | \$3,349.00          |
| 11/11/22 | 2021119.91-20 | 2021119.91 | 10/28/22         | POLICE    | \$444.00            |
| 02/10/23 | 2021119.91-21 | 2021119.91 | 01/27/23         | POLICE    | \$1,320.00          |
| 03/10/23 | 2021119.91-22 | 2021119.91 | 02/24/23         | POLICE    | \$1,342.88          |
| 05/12/23 | 2021119.91-23 | 2021119.91 | 04/28/23         | POLICE    | \$240.00            |
| 06/08/23 | 2021119.91-24 | 2021119.91 | 05/26/23         | POLICE    | \$862.88            |
| 07/14/23 | 2021119.91-25 | 2021119.91 | 06/30/23         | POLICE    | \$2,229.00          |
| 08/11/23 | 2021119.91-26 | 2021119.91 | 07/28/23         | POLICE    | \$201.50            |
| 08/30/23 | 2021119.91-27 | 2021119.91 | 08/25/23         | POLICE    | \$10,355.00         |
| 10/13/23 | 2021119.91-28 | 2021119.91 | 09/29/23         | POLICE    | \$1,060.00          |
| 11/10/23 | 2021119.91-29 | 2021119.91 | 10/27/23         | POLICE    | \$1,500.00          |
| 12/08/23 | 2021119.91-30 | 2021119.91 | 11/24/23         | POLICE    | \$1,603.00          |
| 12/31/23 | 2021119.91-31 | 2021119.91 | 12/31/23         | POLICE    | \$14,894.50         |
| 02/09/24 | 2021119.91-32 | 2021119.91 | 01/26/24         | POLICE    | \$19,921.00         |
| 03/08/24 | 2021119.91-33 | 2021119.91 | 02/23/24         | POLICE    | \$35,822.88         |
| 04/12/24 | 2021119.91-34 | 2021119.91 | 03/29/24         | POLICE    | \$11,131.00         |
| 05/10/24 | 2021119.91-35 | 2021119.91 | 04/26/24         | POLICE    | \$1,906.50          |
| 06/09/24 | 2021119.91-36 | 2021119.91 | 05/31/24         | POLICE    | \$8,361.13          |
| 07/12/24 | 2021119.91-37 | 2021119.91 | 06/28/24         | POLICE    | \$9,093.50          |
| 09/13/24 | 2021119.91-38 | 2021119.91 | 08/30/24         | POLICE    | \$922.50            |
| 12/13/24 | 2022119.91-39 | 2021119.91 | 11/29/24         | POLICE    | \$8,386.25          |
| 01/10/25 | 2022119.91-40 | 2021119.91 | 12/21/24         | POLICE    | \$4,652.13          |
| 02/14/25 | 2021119.91-41 | 2021119.91 | 01/31/25         | POLICE    | \$7,181.50          |
| 03/14/25 | 2021119.91-42 | 2021119.91 | 02/28/25         | POLICE    | \$2,953.00          |
| 04/03/25 | 2021119.91-43 | 2021119.91 | 03/28/25         | POLICE    | \$1,775.00          |
| 05/06/25 | 2021119.91-44 | 2021119.91 | 04/25/25         | POLICE    | \$3,035.00          |
| 06/08/25 | 2021119.91-45 | 2021119.91 | 05/30/25         | POLICE    | \$2,460.00          |
| 07/05/25 | 2021119.91-46 | 2021119.91 | 06/27/25         | POLICE    | \$650.25            |
| 09/04/25 | 2021119.91-47 | 2021119.91 | 08/29/25         | POLICE    | \$474.50            |
| 11/05/25 | 2021119.91-48 | 2021119.91 | 10/31/25         | POLICE    | \$5,731.50          |
| 12/12/25 | 2021119.91-49 | 2021119.91 | 11/28/25         | POLICE    | \$553.50            |
| 12/31/25 | 2021119.91-50 | 2021119.91 | 12/31/25         | POLICE    | \$553.50            |
| 02/13/26 | 2021119.91-51 | 2021119.91 | 01/30/26         | POLICE    | \$3,931.50          |
| 04/10/26 | 2021119.91-52 | 2021119.91 | 03/27/26         | POLICE    | \$345.00            |
| 04/30/26 | 2021119.91-53 | 2021119.91 | 04/24/26         | POLICE    | \$1,820.00          |
|          |               |            |                  |           | <u>\$256,227.79</u> |





COMMUNITY  
DEVELOPMENT  
SOLUTIONS  
Formerly General Code CMS LLC

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

Invoice No: CMS0028468  
Invoice Date: 3/22/2026  
Due Date: 3/22/2026  
Terms: On Receipt  
Customer No: BE3168  
PO:

RECEIVED

APR 22 2026

FINANCE DEPT

Bill To:

City of Beachwood  
Mr. Craig Kaufman  
25325 Fairmount Boulevard

Beachwood OH 44122

**Municipity Support Renewal**

Maintenance Start: 3/10/2026  
Maintenance Ends: 3/9/2027

| Qty | Item/Description:                | Amount     |
|-----|----------------------------------|------------|
| 1   | Municipity 5 Annual Support (SAA | \$6,480.00 |
| 3   | Municipity Mobile                | \$600.00   |

APPROVED FOR PAYMENT

BY: 

DATE: 4-22-26

P/O: 2026-00966

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

Subtotal \$7,080.00  
EXEMPT \$0.00  
Payment/Credit: \$0.00  
Total Due \$7,080.00

Approved  
  
Finance Director

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.

3/22/2026



Accounting Administrator





**ROETZEL**

ROETZEL & ANDRESS, A LEGAL PROFESSIONAL ASSOCIATION

RECEIVED

MAY 04 2026

FINANCE DEPT

City Of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

City Of Beachwood  
Whitney.Crook@Beachwoodohio.Com

Invoice Date: April 22, 2026  
Invoice Number: 1544292  
Matter Number: 144096.0013  
Method of Delivery: Email

Client: City Of Beachwood

Matter: [REDACTED]

For professional services rendered through March 31, 2026

Fees 5,635.00

**Total Amount Due** 5,635.00

Please include Invoice Number or Matter Number with Remittance

Please remit payment upon receipt

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 4/30/2026

P/O: 2026-00196

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com



**ROETZEL**

ROETZEL & ADDRESS, A LEGAL PROFESSIONAL ASSOCIATION

RECEIVED

MAY 04 2026

FINANCE DEPT

City Of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

City Of Beachwood  
Whitney.Crook@Beachwoodohio.Com

Invoice Date: April 22, 2026  
Invoice Number: 1544293  
Matter Number: 144096.0011  
Method of Delivery: Email

Client: City Of Beachwood

Matter: [REDACTED]

For professional services rendered through March 31, 2026

|                         |                   |
|-------------------------|-------------------|
| Fees                    | 1,470.00          |
| <b>Total Amount Due</b> | <b>\$1,470.00</b> |

Please include Invoice Number or Matter Number with Remittance

Please remit payment upon receipt

APPROVED FOR PAYMENT  
BY: [Signature]  
DATE: 4/30/2026  
P/O: 2026-00196

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED

MAY 04 2026

FINANCE DEPT



City Of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

City Of Beachwood  
Whitney.Crook@Beachwoodohio.Com

Invoice Date: April 22, 2026  
Invoice Number: 1544294  
Matter Number: 144096.0010  
Method of Delivery: Email

Client: City Of Beachwood  
Matter: [REDACTED]

For professional services rendered through March 31, 2026

|                         |                 |
|-------------------------|-----------------|
| Fees                    | 104.00          |
| <b>Total Amount Due</b> | <b>\$104.00</b> |

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

APPROVED FOR PAYMENT  
BY: [Signature]  
DATE: 4/30/2026  
P/O: 2026-00196

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

RECEIVED

MAY 04 2026

FINANCE DEPT



City Of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

City Of Beachwood  
Whitney.Crook@Beachwoodohio.Com

Invoice Date: April 22, 2026  
Invoice Number: 1544295  
Matter Number: 144096.0005  
Method of Delivery: Email

Client: City Of Beachwood  
Matter: Special Legal Services

For professional services rendered through March 31, 2026

|                         |                   |
|-------------------------|-------------------|
| Fees                    | 1,120.00          |
| <b>Total Amount Due</b> | <b>\$1,120.00</b> |

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

APPROVED FOR PAYMENT  
BY: [Signature]  
DATE: 4/30/2026  
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: April 22, 2026  
Invoice Number: 1544296  
Matter Number: 144096.0004  
Method of Delivery: Email

Client: City Of Beachwood  
Matter: Excess Routine Legal Services

For professional services rendered through March 31, 2026

|                         |                 |
|-------------------------|-----------------|
| Fees                    | 625.00          |
| <b>Total Amount Due</b> | <b>\$625.00</b> |

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

APPROVED FOR PAYMENT  
BY: [Signature]  
DATE: 4/30/2026  
P/O: 2026-00176



RECEIVED  
MAY 04 2026  
FINANCE DEPT

City Of Beachwood  
25325 Fairmount Blvd.  
Beachwood, OH 44122

City Of Beachwood  
Whitney.Crook@Beachwoodohio.Com

Invoice Date: April 22, 2026  
Invoice Number: 1544297  
Matter Number: 144096.0003  
Method of Delivery: Email

Client: City Of Beachwood  
Matter: Routine Legal Services

For professional services rendered through March 31, 2026

|                         |                    |
|-------------------------|--------------------|
| Fees                    | 12,420.00          |
| <b>Total Amount Due</b> | <b>\$12,420.00</b> |

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

APPROVED FOR PAYMENT  
BY: [Signature]  
DATE: 9/30/2025  
P/O: 2026-00196

THIS IS A CONFIDENTIAL ATTORNEY|CLIENT COMMUNICATION

ralaw.com

INTRODUCED BY:

ORDINANCE NO. 2026-21

AN ORDINANCE DECLARING CERTAIN PROPERTY USED BY THE PUBLIC WORKS DEPARTMENT AS SURPLUS PROPERTY NO LONGER NEEDED FOR A PUBLIC USE AND AUTHORIZING ITS SALE ON GOVDEALS, INC. IN ACCORDANCE WITH CODIFIED ORDINANCE SECTION 131.03(a); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Finance Director has determined that certain property as outlined in the attached memo is no longer needed for use in the City; and

WHEREAS, the Mayor is authorized to sell surplus property through an Internet Auction Listing Service pursuant to BCO Section 131.03(a)(2)(C)(1); and

WHEREAS, the Finance Director recommends the disposal and sale of the property through GovDeals, Inc.

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

Section 1: In accordance with BCO Section 131.03(a) and based upon the recommendation of the Finance Director, the Mayor has determined that certain property as outlined in the memorandum to the Mayor, which is attached hereto and incorporated herein as Exhibit “A”, is surplus property no longer needed for a public use. Furthermore, Council hereby authorizes the Mayor to sell the surplus property through the Internet Auction Listing Service, GovDeals, Inc.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the sale and disposal of certain property as outlined may be facilitated as soon as possible; 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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

---

Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

---

Mayor



**CITY OF BEACHWOOD  
FINANCE DEPARTMENT  
INTER-OFFICE COMMUNICATION**

---

**TO:** Mayor Justin Berns; Director Chris Arrietta, Finance Chair Jillian Delong  
**FROM:** Larry Heiser, Finance Director *LAH*  
**DATE:** May 6, 2026  
**SUBJECT:** Govdeals items

The Public Works Department has indicated that the following items are outdated, no longer in service, and should be sold through GovDeals. I am asking permission to sell the following on Govdeals.

- 1) 2007 Ford Ranger vin 1FTYR15E47PA97501 milage 51,950
- 2) 2014 Ford Interceptor vin 1FM5K8AR4FGB62107 milage 91,833
- 3) 1996 Ford 1920 AP 4139 Tractor 1965 hours

All 3 are aged and the 2007 Ranger has rust

With your approval, I would like to place it on the next available agenda for Council approval.

Please call or email if you have any questions.



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

**DATE: 4/8/2026**

**SUBJECT: RESOLUTION TO SUPPORT THE MODIFICATION AND EXPANSION OF THE CITY'S COMMUNITY REINVESTMENT AREA (CRA)**

---

This resolution supports the expansion and modification of terms and tax exemptions of the original Commerce Park Community Reinvestment Area CRA.

**History:** Beachwood City Council pursuant to Ordinance No. 2018-36, established the original Community Reinvestment Area for commercial and residential properties within Commerce Park and Chagrin Boulevard to Richmond Road. Then later, through Ordinance No. 2020-113, amended that CRA to include all commercial parcels within the City of Beachwood. Both of these CRA areas are defined by *Exhibit A*. At that time, City Council also authorized legislation to enter into a School Compensation Agreement supporting shared revenue with the Board of Education, Ordinance 2020-114.

**Project Details:** This new legislation modifies and expands the existing CRA district to support continued commercial and industrial investment within The Chagrin Highlands property and the City Beachwood. An expanded CRA is necessary to stimulate property appreciation, support incremental increases in property value within key sites, and reposition The Chagrin Highlands and the City as a more competitive option for both regional and national site selection decisions. It provides an impactful tool within our Economic Development toolkit which may be strategically used to move projects from conception into construction within underutilized, blighted and challenged redevelopment sites, positioning key areas for greater growth in property value and the creation of new job growth. This expanded CRA will support greater growth overall in our tax-base long-term.

**Modifications:** The legislation supports the expansion of the terms of the CRA, increasing from a 50% exemption to a 75% exemption, as allowed for municipalities by Ohio Revised Code section 3735.671 and amended by HB 33, effective April 2023. Our existing School Compensation Agreement set by Ordinance of City Council remains in effect, under which the City shares 50/50 with Board of Education payroll taxes for new employees in the defined CRA area by legislation for an aggregate exceeding \$1,500,000 of new employee payroll and limited to the loss of property taxes to the Board of Education. An additional change within the legislation removes the CRA for new residential construction.

**Recommendations:** My recommendation is to proceed with this legislation approving the expansion and modification for the purposes of Economic Development, fostering growth in our tax base long-term, new job creation, business attraction/expansion and supporting commercial growth within key site opportunities. The recommendation is further supported as it meets the objectives of the Commerce Park Revitalization Study, the City's Economic Development Action Plan and action items defined for Economic Development within the City's Master Plan.

INTRODUCED BY:

ORDINANCE NO. 2026-16

AN ORDINANCE EXPANDING AND MODIFYING THE TERMS AND TAX EXEMPTIONS OF THE COMMERCE PARK COMMUNITY REINVESTMENT AREA; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the General Assembly of the State of Ohio, by the enactment of Ohio Revised Code Sections 3735.65 et seq. (the “Community Reinvestment Area Program”), has heretofore authorized municipal corporations to designate Community Reinvestment Areas within the State in order to provide incentives for new residential, commercial or industrial development and/or rehabilitation in such areas, by making available property tax exemption for such new development or rehabilitation;

WHEREAS, pursuant to the Community Reinvestment Area Program, this Council, on January 23, 2018 passed its Ordinance No. 2018-36 (the “Original CRA Ordinance”), in which it approved the designation of the geographic area described in the Original CRA Ordinance and found that the construction of new structures in areas located within the City, as described and depicted in the Original CRA Ordinance and known as the Commerce Park Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities within the Commerce Park Community Reinvestment Area and the City of Beachwood as a whole;

WHEREAS, this Council, on October 20, 2020 passed its Ordinance No. 2020-113 (the “Amendment”, and together with the Original CRA Ordinance, the “CRA Ordinance”), amending the Original CRA Ordinance to allow for the addition of parcels;

WHEREAS, the City has performed an updated housing study (the “Housing Study”) for the Commerce Park Community Reinvestment Area;

WHEREAS, due to market conditions, the parcels comprising the Commerce Park Community Reinvestment Area continue to lack investment in new residential housing, housing repairs and new commercial investment in older underutilized residential and commercial buildings;

WHEREAS, this Council now desires to amend the Commerce Park Community Reinvestment Area and expand it in order to grant tax abatements to encourage economic stability, maintain real property values and generate new employment opportunities;

WHEREAS, the Council of the City of Beachwood also desires to modify the tax exemption, pursuant to Ohio Revised Code Sections 3735.65 to 3735.70;

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

Section 1: Pursuant to ORC Section 3735.66, the Commerce Park Community Reinvestment Area and the CRA Ordinance is hereby amended to include the expanded area described and depicted in Exhibit “A”, a copy of which is attached hereto and incorporated herein. Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Expanded Community Reinvestment Area will be eligible for exemptions under this Program.

Section 2: All properties identified in Exhibit “A” as being within the designated Expanded Community Reinvestment Area are eligible for this incentive. This proposal is a public/private

partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Beachwood intends to undertake supporting public improvements in the designated area.

Section 3: Section 4 of the CRA Ordinance shall be amended and restated to read as follows:

Within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3735.67. The results of the negotiation as approved by this Council will be set forth in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671.

For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods:

- a. Ten (10) years for the remodeling of every residential dwelling unit containing not more than two (2) housing units with a minimum investment of Twenty-Five Thousand Dollars and No/Cents (\$25,000.00), and with such exemption being ~~fifty twenty-five~~ percent (~~2550~~%) for each of the ten (10) years.
- b. Up to, and including, fifteen (15) years, and up to, and including, seventy five percent (75%) for the remodeling of existing commercial and industrial facilities, with a minimum investment of Two Hundred Fifty Thousand Dollars and No/Cents (\$250,000.00) for commercial and Five Hundred Thousand Dollars and No/Cents (\$500,000.00) for industrial with the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.
- c. Up to, and including, fifteen (15) years, and up to, and including seventy five percent (75%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

Upon expiration of any incentive described in this Section, parcels receiving such incentive will be subject to property taxation calculated on the assessed value of all land and improvements on that parcel.

Section 4: Section 6 of the CRA Ordinance shall be amended to read as follows:

To administer and implement the provisions of this Ordinance, the City of Beachwood, Economic Development Director is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 5: Section 7 of the CRA Ordinance shall be amended to read as follows:

A Tax Incentive Review Council has been established pursuant to ORC Section 5709.85 to review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 6: Except as amended hereby, the CRA Ordinance shall remain in full force and effect.

Section 7: This Council further hereby authorizes and directs the Mayor, the Clerk of Council, the Law Director, the Auditor, the Housing Officer, or other appropriate officers of the City to prepare and sign all agreements and instruments, to publish or deliver all required notices, submit all required petitions, and take any other actions as may be appropriate to implement this Ordinance. All previous actions taken by such officers are hereby ratified.

Section 8: 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 in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 9: This Ordinance 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 this Ordinance must be enacted for the benefit of economic development and to alleviate the severe housing shortage the City is currently experiencing; wherefore, this Ordinance shall take effect and be in force immediately upon its adoption and approval by the Mayor.

ORDINANCE NO. 2026-16

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

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this \_\_\_\_ day of \_\_\_\_\_, 2026, and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**Placed on First Reading: April 20, 2026**



**CITY OF BEACHWOOD  
FINANCE DEPARTMENT  
INTER-OFFICE COMMUNICATION**

---

**TO:** Mayor Justin Berns, Finance Chair Jillian DeLong  
**FROM:** Larry Heiser, Finance Director *LH*  
**DATE:** May 14, 2026  
**SUBJECT:** First Budget Amendment

The Fire Department budget 101-231 (other) needs to be increased by \$133,055 for the purchase of the new Station alerting system.

The Economic Development Department (Wages) needs to be increased for the extra pay in 2026 by \$7000.

The Human Resources Department (Wages) needs to be increased for the extra pay in 2026 by \$5,500.

Increase Council Budget (other) by \$32,000 for a new recording system and microphones for conference room A.

Please call or email if you have any questions.

INTRODUCED BY:

ORDINANCE NO. 2026-22

AN ORDINANCE AMENDING APPROPRIATIONS FOR CURRENT EXPENDITURES AND OTHER EXPENSES OF THE CITY OF BEACHWOOD, STATE OF OHIO, FOR THE FISCAL YEAR 2026, JANUARY 1, 2026, TO DECEMBER 31, 2026, INCLUSIVE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council approved Ordinance No. 2025-40 on November 17, 2025, authorizing appropriations for current expenditures and other expenses of the City of Beachwood, State of Ohio, for the Fiscal Year 2026, January 1, 2026 to December 31, 2026, inclusive;

WHEREAS, at this time, it is necessary to amend certain appropriations to provide for current expenditures and other expenses of the City of Beachwood for the fiscal year ending December 31, 2026.

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

Section 1: Based upon the recommendation of the Finance Director, the City's appropriations, as authorized in Ordinance Number 2025-40 are hereby amended to reflect the increases and/or decreases set out in the attached appropriations, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that it is necessary to amend the appropriation of sums and transfer funds to provide for the current expenses and other expenditures of the said City of Beachwood for the fiscal year ending December 31, 2026; 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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor



City of Beachwood  
2026 Appropriations **Exhibit "A"**

| General Fund                    | Department                               | Wages & Benefits |               | Other                | Total |
|---------------------------------|------------------------------------------|------------------|---------------|----------------------|-------|
|                                 |                                          |                  |               |                      |       |
|                                 | 101 Council                              | \$ 287,300       | \$ 128,000    | \$ 415,300           |       |
|                                 | 121 Mayor                                | \$ 705,800       | \$ 256,000    | \$ 961,800           |       |
|                                 | 122 Economic Development                 | \$ 217,100       | \$ 448,000    | \$ 665,100           |       |
|                                 | 123 Human Resources                      | \$ 176,200       | \$ 37,500     | \$ 213,700           |       |
|                                 | 131 Finance Department                   | \$ 1,707,400     | \$ 6,014,000  | \$ 7,721,400         |       |
|                                 | 141 Law Department                       | \$ 464,800       | \$ 617,200    | \$ 1,082,000         |       |
|                                 | 221 Police                               | \$ 13,336,800    | \$ 1,745,000  | \$ 15,081,800        |       |
|                                 | 231 Fire                                 | \$ 10,447,800    | \$ 809,755    | \$ 11,257,555        |       |
|                                 | 341 Public Works                         | \$ 8,261,000     | \$ 4,553,700  | \$ 12,814,700        |       |
|                                 | 511 Community Services                   | \$ 1,444,200     | \$ 711,600    | \$ 2,155,800         |       |
|                                 | 512 Camps                                | \$ 567,800       | \$ 208,500    | \$ 776,300           |       |
|                                 | 531 Pools and Parks                      | \$ 461,000       | \$ 523,800    | \$ 984,800           |       |
|                                 | 611 Building                             | \$ 1,228,600     | \$ 297,100    | \$ 1,525,700         |       |
|                                 | <b>General Fund</b>                      |                  |               | <b>\$ 55,655,955</b> |       |
| <b>Revolving Loan Fund</b>      | 102 Revolving Loan Fund                  |                  | \$ 340,000    | \$ 340,000           |       |
|                                 | <b>Total General Fund</b>                |                  |               | <b>\$ 55,995,955</b> |       |
| <b>Special Revenue Fund</b>     | <b>Fund #</b>                            |                  |               |                      |       |
|                                 | 211 Street Construction Maint. & Repair  | \$ -             | \$ 600,000    | \$ 600,000           |       |
|                                 | 212 State Highway                        | \$ -             | \$ 150,000    | \$ 150,000           |       |
|                                 | 231 Mayor's Court Improvement            | \$ -             | \$ 35,000     | \$ 35,000            |       |
|                                 | 241 Federal Equitable Sharing            | \$ -             | \$ 275,000    | \$ 275,000           |       |
|                                 | 243 Law Enforcement Trust                | \$ -             | \$ 50,000     | \$ 50,000            |       |
|                                 | 251 Barkwood                             | \$ -             | \$ 5,000      | \$ 5,000             |       |
|                                 | 261 Blossom Lane Street Lights           | \$ -             | \$ 2,600      | \$ 2,600             |       |
|                                 | 262 George Zieger Drive Street Lights    | \$ -             | \$ 35,000     | \$ 35,000            |       |
|                                 | 271 One Ohio Opioid                      | \$ -             | \$ 75,000     | \$ 75,000            |       |
|                                 | 282 NOPEC Grant Fund                     | \$ -             | \$ -          | \$ -                 |       |
|                                 | 283 ESID Fund                            | \$ -             | \$ 144,320    | \$ 144,320           |       |
|                                 | 291 Eaton TIF Fund                       | \$ -             | \$ 9,000,000  | \$ 9,000,000         |       |
|                                 | 292 Omnova TIF Fund                      | \$ -             | \$ 189,900    | \$ 189,900           |       |
|                                 | <b>Total Special Revenue Fund</b>        |                  |               | <b>\$ 10,561,820</b> |       |
| <b>Debt Service Fund</b>        | <b>Fund #</b>                            |                  |               |                      |       |
|                                 | 331 General Bond Retirement              |                  | \$ 910,000    | \$ 910,000           |       |
|                                 | <b>Total Debt Service Fund</b>           |                  |               | <b>\$ 910,000</b>    |       |
| <b>Capital Improvement Fund</b> | <b>Fund #</b>                            |                  |               |                      |       |
|                                 | 441 Capital Improvement                  |                  | \$ 7,000,000  | \$ 7,000,000         |       |
|                                 | <b>Total Capital Improvement</b>         |                  |               | <b>\$ 7,000,000</b>  |       |
| <b>Internal Service Fund</b>    | <b>Fund #</b>                            |                  |               |                      |       |
|                                 | 501 Workers' Compensation Self Insurance |                  | \$ 150,000    | \$ 150,000           |       |
|                                 | <b>Total Internal Service Fund</b>       |                  |               | <b>\$ 150,000</b>    |       |
| <b>Trust and Agency Funds</b>   | <b>Fund #</b>                            |                  |               |                      |       |
|                                 | 782 Commercial Permit Tax                |                  | \$ 26,000     | \$ 26,000            |       |
|                                 | 783 Deposit Fund                         |                  | \$ 125,000    | \$ 125,000           |       |
|                                 | 784 Police Pension Fund                  |                  | \$ 950,000    | \$ 950,000           |       |
|                                 | 785 Zone Income Taxes                    |                  | \$ 13,000,000 | \$ 13,000,000        |       |
|                                 | 786 Unclaimed Monies                     |                  | \$ 8,500      | \$ 8,500             |       |
|                                 | <b>Total Trust and Agency Funds</b>      |                  |               | <b>\$ 14,109,500</b> |       |
|                                 | <b>TOTAL 2025 APPROPRIATIONS</b>         |                  |               | <b>\$ 88,727,275</b> |       |

Prepared LAH 10 22 25

LAH 05 5 26

GF: Increased Fire Budget (other) by \$133,055, HR Budget (wages) by \$5,500 and Economic Development Budget (wages) by \$7,000

CITY OF BEACHWOOD  
2026

| FUND                                      | UNENCUMBERED<br>JAN. 1, 2026<br>BALANCE | GEN. PROP.<br>TAX | LOCAL GOV'T   | AMENDED<br>OTHER<br>SOURCES | TOTAL          | 2026<br>APPROPRIATION | VARIANCE      | 2026 Estimated revenue |
|-------------------------------------------|-----------------------------------------|-------------------|---------------|-----------------------------|----------------|-----------------------|---------------|------------------------|
| General Fund (101)                        | \$20,156,921                            | \$ 448,410        | \$ 185,539.79 | \$ 48,547,050               | \$ 69,337,921  | \$ 55,655,955         | \$ 13,681,966 | \$ 49,181,000          |
| Revolving Loan Fund (102)                 | \$340,000                               |                   |               | \$ -                        | \$ 340,000     | \$ 340,000            | \$ -          | \$ -                   |
| General Bond Retirement (331)             | \$256,641                               | \$ 448,410        |               | \$ 301,590                  | \$ 1,006,641   | \$ 910,000            | \$ 96,641     | \$ 750,000             |
| Police Pension (784)                      | \$305,583                               | \$ 896,820        |               | \$ (68,852)                 | \$ 1,133,551   | \$ 950,000            | \$ 183,551    | \$ 827,968             |
| St. Const. Maint. & Repair (211)          | \$3,547,310                             |                   |               | \$ 745,000                  | \$ 4,292,310   | \$ 600,000            | \$ 3,692,310  | \$ 745,000             |
| State Highway (212)                       | \$472,010                               |                   |               | \$ 60,000                   | \$ 532,010     | \$ 150,000            | \$ 382,010    | \$ 60,000              |
| Mayor's Ct. Improvement (231)             | \$39,491                                |                   |               | \$ 6,000                    | \$ 45,491      | \$ 35,000             | \$ 10,491     | \$ 6,000               |
| Federal Equitable Sharing (241)           | \$352,887                               |                   |               | \$ 12,000                   | \$ 364,887     | \$ 275,000            | \$ 89,887     | \$ 12,000              |
| Law Enforcement Trust (243)               | \$28,600                                |                   |               | \$ 30,000                   | \$ 58,600      | \$ 50,000             | \$ 8,600      | \$ 30,000              |
| Barkwood (251)                            | \$5,127                                 |                   |               | \$ 500                      | \$ 5,627       | \$ 5,000              | \$ 627        | \$ 500                 |
| Blossom Street Lights (261)               | \$2,277                                 |                   |               | \$ 2,500                    | \$ 4,777       | \$ 2,600              | \$ 2,177      | \$ 2,500               |
| Zeiger Drive Street Lights (262)          | \$49,747                                |                   |               | \$ 10,000                   | \$ 59,747      | \$ 35,000             | \$ 24,747     | \$ 10,000              |
| One Ohio Opioid Fund (271)                | \$79,265                                |                   |               | \$ 4,950                    | \$ 84,215      | \$ 75,000             | \$ 9,215      | \$ 4,950               |
| ARPA Fund (281)                           | \$0                                     |                   |               | \$ -                        | \$ -           | \$ -                  | \$ -          | \$ -                   |
| NOPEC Grant Fund (282)                    | \$0                                     |                   |               |                             | \$ -           | \$ -                  | 0             |                        |
| ESID Fund (283)                           | \$0                                     |                   |               | \$ 144,320                  | \$ 144,320     | \$ 144,320            | 0             | \$ 144,320             |
| Eaton TIF Fund (291)                      | \$6,164,532                             |                   |               | \$ 4,200,000                | \$ 10,364,532  | \$ 9,000,000          | \$ 1,364,532  | \$ 4,200,000           |
| OMNOVA TIF Fund (292)                     | \$0                                     |                   |               | \$ 189,900                  | \$ 189,900     | \$ 189,900            | \$ 0          | \$ 189,900             |
| Commercial Permit Fund (782)              | \$124                                   |                   |               | \$ 30,000                   | \$ 30,124      | \$ 26,000             | \$ 4,124      | \$ 30,000              |
| Deposits Fund (783)                       | \$182,182                               |                   |               | \$ 75,000                   | \$ 257,182     | \$ 125,000            | \$ 132,182    | \$ 75,000              |
| Zone Income Taxes (785)                   | \$0                                     |                   |               | \$ 13,000,000               | \$ 13,000,000  | \$ 13,000,000         | 0             | \$ 13,000,000          |
| Unclaimed Monies (786)                    | \$7,456                                 |                   |               | \$ 2,500                    | \$ 9,956       | \$ 8,500              | \$ 1,456      | \$ 2,500               |
| Workers Compensation Self Insurance (501) | \$1,500,000                             |                   |               | \$ 160,000                  | \$ 1,660,000   | \$ 150,000            | \$ 1,510,000  | \$ 160,000             |
| Capital Improvement Fund (441)            | \$4,237,477                             |                   |               | \$ 3,500,000                | \$ 7,737,477   | \$ 7,000,000          | \$ 737,477    | \$ 3,500,000           |
| Total - All Funds                         | \$37,727,631                            | \$ 1,793,640      | \$ 185,540    | \$ 70,952,459               | \$ 110,659,269 | \$ 88,727,275         | \$ 21,931,994 | \$ 72,931,638          |

LAH 10 22 2025 : 01 26 2026 05 05 26

INTRODUCED BY:

ORDINANCE NO: 2026-23

AN ORDINANCE CREATING BEACHWOOD CODIFIED ORDINANCE CHAPTER 407 TITLED “AUTOMATED SPEED AND TRAFFIC ENFORCEMENT PROGRAM”; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, data and traffic studies have established that automated enforcement of speed limits and traffic laws is an effective deterrent to reducing motorist violations and will increase motorist and pedestrian safety within the City of Beachwood;

WHEREAS, the City has conducted camera monitoring and traffic evaluations at various locations within the municipality in order to assess traffic patterns, speeding concerns, and roadway safety conditions;

WHEREAS, Council deems it in the best interest of the City and its residents to exercise municipal home rule authority to establish an Automated Speed and Traffic Enforcement Program and to preempt the provisions of Ohio Revised Code Section 4511.095; and

WHEREAS, Council further finds it appropriate and in the interest of fairness and public awareness to implement an initial thirty (30) day warning period during which warning notices, rather than civil fines, will be issued to motorists identified through the Automated Speed and Traffic Enforcement Program and to publicize advance notice of the Program through various social media.

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

Section 1: Chapter 407 captioned “Automated Speed and Traffic Enforcement Program” of the Codified Ordinances of the City of Beachwood is hereby established to read and provide as fully set forth in **Exhibit “A”** which is attached hereto and fully incorporated by reference herein.

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

Section 3: This Ordinance is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason that immediate implementation of the automated speed and traffic enforcement program is necessary to promote roadway and pedestrian safety and to facilitate enforcement pursuant to Beachwood Codified Ordinance Chapter 407; 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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

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Clerk

Approval:

I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

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Mayor

## **EXHIBIT "A"**

### CHAPTER 407.

#### Automated Speed and Traffic Enforcement Program

- 407.01 Definitions.
- 407.02 General provisions.
- 407.03 Civil offense.
- 407.04 Notice of violation.
- 407.05 Rights of those ticketed.
- 407.06 Civil penalties.
- 407.07 Contesting tickets.
- 407.08 Calibration.
- 407.09 Signs.
- 407.10 Collection of civil penalty.

#### 407.01 DEFINITIONS.

As used in this Chapter, words and phrases are defined as follows:

- (a) "Traffic control enforcement program" is a program intended to reduce speeding and traffic ordinance or code violations using a traffic control enforcement system.
- (b) "Traffic control enforcement system" is a system with one or more sensors working in conjunction with a traffic law photo-monitoring device to produce recorded images of motor vehicles in violation of traffic ordinances or codes.
- (c) "Prosecuting Attorney" means the person appointed by Beachwood City Council to litigate cases in the Shaker Heights Municipal Court.
- (d) "Vehicle Owner" shall mean a "registered owner" as such term is hereafter defined in this Section 407.01.
- (e) "Motor Vehicle" has the same definition as in City of Beachwood Codified Ordinance Section 402.21, as amended from time to time.
- (f) "Motor Vehicle Leasing Dealer" has the same meaning as in Section 4517.01 of the Ohio Revised Code.
- (g) "Motor Vehicle Renting Dealer" has the same meaning as in Section 4549.65 of the Ohio Revised Code.
- (h) "Recorded Images" means images recorded by a traffic control enforcement system traffic law photo-monitoring device that show, on at least one image or on a portion of the videotape, the rear of a motor vehicle and the letters and numerals on the rear license plate of the vehicle, on any of the following:

- (1) Two or more photographs; or
- (2) Two or more microphotographs; or
- (3) Two or more electronic images; or
- (4) Two or more digital images; or
- (5) Videotape or video recording.

(i) "Date of issuance of notice of violation" shall be the date printed on the notice of violation immediately prior to its mailing.

(j) "Traffic Law Photo-monitoring Device" means an electronic system consisting of photographic, video or electronic camera and a means of sensing the presence of a motor vehicle that produces recorded images.

(k) "Traffic Law Violation" means either of the following:

(1) A violation of Section 4511.12 of the Revised Code based on the failure to comply with Section 4511.13 of the Revised Code or a substantially equivalent municipal ordinance that occurs at an intersection due to failure to obey a traffic signal;

(2) A violation of Section 4511.21 or 4511.211 of the Revised Code or City of Beachwood Ordinance Section 434.03 due to failure to observe the applicable speed limit.

(l) "Registered Owner" means all of the following:

(1) Any person or entity identified by the Ohio bureau of motor vehicles or any other state motor vehicle registration bureau, department, or office as the owner of a motor vehicle;

(2) The lessee of a motor vehicle under a lease of six (6) months or longer;

(3) The renter of a motor vehicle pursuant to a written rental agreement with a motor vehicle renting dealer.

(m) "System Location" means the approach to an intersection or area of roadway toward which a traffic law photo-monitoring device is directed and is in operation.

(n) "Law Enforcement Officer" means a sheriff, marshal, deputy marshal, police officer of a police department of any municipal corporation, police constable of any township, or police officer of a township or joint police district, who is employed or an auxiliary of the City of Beachwood.

(o) "Ticket" or "notice of violation" means any traffic ticket, citation, summons, violation, notice of violation, notice, or other ticket issued in response to an alleged traffic law violation detected by a traffic law photo monitoring device, that represents a civil violation.

(p) "Chapter" refers to Chapter 407 of the Codified Ordinances of the City of Beachwood and includes and encompasses each of the codified ordinances set forth therein as amended.

#### 407.02 GENERAL PROVISIONS.

(a) Notwithstanding any other provision of the traffic code ordinances of the City of Beachwood, the City hereby adopts a civil enforcement program for traffic control enforcement system violations as outlined in this Chapter. This program imposes monetary liability on the registered owner of a vehicle for failure of an operator thereof to strictly comply with the traffic signals and/or the posted speed limit in school zones or streets or highways within the City of Beachwood. The imposition of liability under this Chapter shall not be deemed a conviction for any purpose and shall not be made part of the operating record of any person upon whom the liability is imposed.

(b) The Chief of Police, or his or her designee, shall be responsible for administering the traffic control enforcement program. Specifically, the Chief of Police, or his or her designee shall be empowered to deploy and operate the traffic control enforcement system within the City of Beachwood.

(c) Any citation for a traffic control enforcement system violation pursuant to this section, known as a "notice of violation" shall:

(1) Be approved by a law enforcement officer of the City of Beachwood Police Department who shall:

A. Examine evidence of an alleged violation recorded by the traffic control enforcement system to determine whether an infraction has occurred, and

B. Determine whether the recorded images in connection with an alleged violation shows an infraction, contains a date and time of the alleged violation, shows the letters and numerals on the vehicle's license plate and shows the state in which the license plate was issued.

(2) Be forwarded by first-class mail or personal service to the registered owner.

(3) Clearly state the manner in which the violation may be appealed.

(4) Comply with the applicable requirements of state law.

#### 407.03 CIVIL OFFENSE.

(a) The vehicle owner shall be liable for a penalty imposed pursuant to this section if such vehicle is operated at a speed in excess of those set forth in Section 434.03 of these Codified Ordinances or Ohio Revised Code Section 4511.21 as each may be amended from time to time.

(b) The vehicle owner shall be liable for a penalty imposed pursuant to this section if such vehicle is operated in violation of Section 4511.12 of the Revised Code based on the failure to comply with Section 4511.13 of the Revised Code or a substantially equivalent municipal ordinance that occurs at an intersection due to failure to obey a traffic signal.

(c) A traffic law violation for which a ticket is issued by the City pursuant to Chapter 407 is a civil violation.

(d) Exception for emergency or public safety vehicles:

The provisions of this chapter shall not apply to emergency vehicles or public safety vehicles when those vehicles are responding to emergency or call for emergency service.

#### 407.04 NOTICE OF VIOLATION.

(a) The City or its designee shall process such a Ticket for a civil violation and shall send the Ticket by ordinary mail to any Registered Owner of the motor vehicle that is the subject of the Traffic Law Violation. The City or its designee shall ensure that the Ticket contains all of the following:

- (1) The name and address of the Registered Owner;
  - (2) The letters and numerals appearing on the license plate issued to the motor vehicle;
  - (3) The Traffic Law Violation charged;
  - (4) The date, time, and location of the Traffic Law Violation;
  - (5) A copy of the images recorded by the Law Enforcement Officer who used the Traffic Law Enforcement Device to record the violation;
  - (6) The name and badge number of the Law Enforcement Officer who approved the Traffic Law Enforcement Device to record the violation;
  - (7) The amount of the civil penalty imposed, the date by which the civil penalty is required to be paid, and the address to which the payment is to be sent and/or other means of payment;
  - (8) A statement signed by a Law Enforcement Officer indicating that, based on an inspection of Recorded Images, the motor vehicle was involved in a Traffic Law Violation, and that the Recorded Images are prima facie evidence of that Traffic Law Violation, the statement may be signed electronically;
  - (9) Information advising of the options prescribed in Section 407.05, specifically to include the time, place, and manner to contest a violation, and the procedure for disclaiming liability by submitting an affidavit as prescribed in Section 407.05; and
  - (10) A warning that failure to exercise one of the options prescribed in Section 407.05 is deemed to be an admission of liability and waiver of the opportunity to contest the violation.
- (b) The City or its designee shall send the Ticket by ordinary mail not later than thirty (30) days after the date of the alleged Traffic Law Violation.
- (c) The City or its designee may elect to send, by ordinary mail not later than thirty (30) days after the date of the alleged Traffic Law Violation, a warning notice in lieu of a Ticket under this Chapter.
- (d) Except as provided under Section 407.05 of this Chapter, the City of Beachwood or its designee may not mail a notice of violation to a person who is not the registered owner.
- (e) It is prima facie evidence that the person registered as the owner of the vehicle with the Ohio Bureau of Motor Vehicles (or with any other applicable state vehicle registration office) was operating the vehicle at the time of the offense set out in Section 407.03 of this Chapter. This evidence and presumption may be rebutted in accordance with Section 407.05 or 407.07 of this Chapter of the Codified Ordinances of the City of Beachwood.



(f) Nothing in this Section shall be construed to limit the liability of an owner of a vehicle for any violation of Section 407.03.

#### 407.05 RIGHTS OF THOSE TICKETED.

(a) A person or entity who receives a Ticket for a Traffic Law Violation sent in compliance with this chapter shall elect to do one of the following within thirty (30) days after receipt of the Ticket:

(1) In accordance with instructions on the Ticket, pay the civil penalty, thereby failing to contest liability and waiving the opportunity to contest the violation; or

(2) Contest liability for the Ticket in accordance with this Chapter; or

(3) The Registered Owner may provide the City Police Department with one of the following affidavits or requisite notification:

A. An affidavit executed by the Registered Owner stating that another person was operating the vehicle of the Registered Owner at the time of the violation, identifying that person as a Designated Party who shall be held liable for the violation, and containing at a minimum the name and address of the Designated Party; or

B. An affidavit executed by the Registered Owner stating that at the time of the violation, the motor vehicle or the license plates issued to the motor vehicle were stolen and therefore were in the care, custody, or control of some person or entity to whom the Registered Owner did not grant permission to use the motor vehicle. In order to demonstrate that the motor vehicle or the license plates were stolen prior to the Traffic Law Violation and therefore were not under the control or possession of the Registered Owner at the time of the violation, the Registered Owner shall submit proof that a report about the stolen motor vehicle or license plates was filed with the appropriate law enforcement agency prior to the Traffic Law Violation or within forty-eight (48) hours after the Traffic Law Violation occurred; or

C. If the Registered Owner is a corporate entity, an affidavit, sworn to or affirmed by an agent of the corporate entity, that provides the name and address of the employee who was operating the motor vehicle at the time of the Traffic Law Violation and who is the Designated Party; or

D. If the Registered Owner is a Motor Vehicle Leasing Dealer or a Motor Vehicle Renting Dealer, written notification of the name and address of the lessee or renter of the motor vehicle at the time of the Traffic Law Violation and who is the Designated Party. Neither the Motor Vehicle Leasing Dealer nor the Motor Vehicle Renting Dealer shall pay such a Ticket and subsequently attempt to collect a fee or assess the lessee or renter for any payment of such a Ticket made on behalf of the lessee or renter.

(b) When the City Police Department receives an affidavit or notification described in this Section 407.05 from a Registered Owner, the City or its designee may proceed to send a Ticket that confirms with the requirements of this section to the Designated Party. The City shall send the Ticket to the Designated Party by regular mail not later than twenty-one (21) days after receipt of the affidavit or notice.

(c) A Registered Owner shall not be responsible for a Traffic Law Violation if, within thirty (30) days after the date of mailing of the Ticket, the Registered Owner furnishes either an affidavit or the

notification specified in subsection (b) above, to the City Police Department and one of the following conditions is met:

(1) Under this Section 407.05, within thirty (30) days after receipt of a Ticket to the Designated Party, the Designated Party either accepts liability for the Traffic Law Violation by paying the civil penalty or fails to contest liability for the Ticket in accordance with Section 407.05;

(2) Under Section 407.05, the Registered Owner submits an affidavit that is supported by a stolen vehicle or stolen license plate report filed with an appropriate law enforcement agency.

(3) Under Section 407.05, if it is determined that a valid Motor Vehicle Leasing Dealer or Motor Vehicle Renting Dealer received a Ticket for an alleged Traffic Law Violation detected by a Traffic Law Enforcement Device, the dealer will not be held liable for a Ticket issued for a motor vehicle that was in the care, custody, or control of a lessee or renter at the time of the alleged violation.

#### 407.06 CIVIL PENALTIES.

(a) Unless the driver of a motor vehicle received a citation from a police officer at the time of the violation, or unless an exception or defense to liability set forth in Section 407.05 applies, the owner or responsible party for the motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a Traffic Law Enforcement Device while being operated in violation of this Chapter.

(b) The civil penalty under this chapter shall be the following:

(1)

| Miles per Hour Over Speed Limit | Amount of Penalty |
|---------------------------------|-------------------|
| 10-19                           | \$155.00          |
| 20-29                           | \$200.00          |
| 30 or more                      | \$300.00          |

(2)

| Miles Per Hour Over Speed Limit Within a School Zone |          |
|------------------------------------------------------|----------|
| 6-10                                                 | \$200.00 |
| 11-19                                                | \$250.00 |

|            |          |
|------------|----------|
| 20 or more | \$300.00 |
|------------|----------|

(3)

|                                |          |
|--------------------------------|----------|
| Failure to Obey Traffic Signal | \$155.00 |
|--------------------------------|----------|

(c) The failure to respond to a notice of violation in a timely fashion as set forth in this Chapter shall constitute a waiver of the right to contest liability for the violation under this Chapter.

(d) Persons who choose to pay the civil penalty without appearing before the Shaker Heights Municipal Court as set forth in Codified Ordinance Section 407.07 may do so in the manner indicated on the notice of violation.

(e) A violation for which a civil penalty is imposed under this chapter is not a moving violation for the purpose of assessing points under Ohio Revised Code Section 4507.021 for misdemeanor moving traffic offenses and may not be recorded on the driving record of the owner or operator of the motor vehicle and shall not be reported to Bureau of Motor Vehicles, nor shall such a violation be recorded on the driving record of the owner or operator of the vehicle involved in the violation.

#### 407.07 CONTESTING TICKETS.

(a) When a person or entity named in a Ticket for a civil violation elects to contest a Ticket, the person or entity shall request a hearing in the Shaker Heights Municipal Court by completing and filing a form as prescribed by the Shaker Heights Municipal Court, in the time frame required.

(b) The Shaker Heights Municipal Court shall set the matter for a pretrial and/or hearing pursuant to its Local Rules, the Ohio Rules of Civil Procedure, and Ohio Rules of Superintendence, as the Court deems appropriate. The Prosecuting Attorney shall litigate the case to a conclusion. The Court may extend the time period in which a hearing must be conducted upon its own motion, or either a request for additional time or waiver of time limits by the person or entity who requested the hearing. Notice of the hearing shall be provided by the Shaker Heights Municipal Court. The Shaker Heights Municipal Court shall determine whether a preponderance of the evidence establishes that a Traffic Law Violation alleged in the Ticket did in fact occur and that the person or entity requesting the hearing is the person who was operating the vehicle at the time of the Traffic Law Violation.

(c) (1) If the Shaker Heights Municipal Court finds that the person or entity named in the Ticket was not the person who was operating the vehicle at the time of the violation or receives evidence identifying a Designated Party, the Court shall provide to City or its designee, within five (5) days of the hearing, a copy of any evidence substantiating the identity of the Designated Party.

(2) Upon receipt of evidence of the identity of the Designated Party, City or its designee may issue a Ticket to the Designated Party. The City shall ensure that a Ticket issued under this section conforms with this Chapter. The City or its designee shall send the Ticket by regular mail not later than twenty-one (21) days after receipt of the evidence from the Court of the identity of the Designated Party.

(d) If a Designated Party, who is issued a Ticket under this Chapter, contests the Ticket by filing a written request for a hearing and does so not later than thirty (30) days after the receipt of the Ticket, the City shall require the Registered Owner of the motor vehicle to also attend the hearing. If at the hearing involving the Designated Party the Shaker Heights Municipal Court cannot determine the identity of the operator of the vehicle at the time of the violation, the Registered Owner shall be liable for the violation. The Shaker Heights Municipal Court shall then issue a decision imposing liability for the violation on the Registered Owner and submit it to the City or its designee and to the Registered Owner. If the Designated Party, also is a Registered Owner of the vehicle, liability for the violation shall follow the order of Registered Owners as listed on the title to the vehicle.

(e) The Shaker Heights Municipal Court shall determine whether a preponderance of evidence establishes that a traffic law violation occurred and the person requesting the hearing is the party operating the vehicle at the time of the violation. The Shaker Heights Municipal Court may advise the person or entity on the day of the hearing of its decision.

(1) If the Shaker Heights Municipal Court finds by a preponderance of the evidence that the alleged traffic law violation did in fact occur and that the person or entity named in the notice of violation is the person who was operating the vehicle at the time of the violation, the Court shall issue a journal entry imposing liability for the violation upon the individual or entity and submit it to the City of Beachwood or its designee and the person or entity named in the notice of violation.

(2) If the Shaker Heights Municipal Court finds by a preponderance of the evidence that the alleged traffic law violation did not occur or did in fact occur but the person or entity named in the notice of violation is not the person who was operating the vehicle at the time of the violation, the Court shall issue a journal entry finding that the individual or entity is not liable for the violation and submit it to the City of Beachwood or its designee and the person or entity named in the notice of violation.

(3) If the person who requested the hearing or a representative of the entity that requested the hearing fails to appear at the hearing, the Shaker Heights Municipal Court shall determine that the person or entity is liable for the violation. In such a case, the hearing officer shall issue a journal entry imposing liability for the violation upon the individual or entity and submit it to the City of Beachwood or its designee and the person or entity named in the notice of violation.

(f) If the registered owner or designated party chooses to contest the notice of violation, the Shaker Heights Municipal Court may consider any of the following as an affirmative defense to a violation upon the defense being established by a preponderance of the evidence by the registered owner or responsible party:

(1) That the motor vehicle or license plates of the motor vehicle were stolen before the violation occurred and were not under control or possession of the registered owner at the time of the traffic law violation. In order to demonstrate that the motor vehicle or license plates were stolen before the traffic law violation occurred and were not under the control or possession of the registered owner at the time of the traffic law violation, the owner must submit proof that a police report about the stolen motor vehicle or license plates was filed prior to the traffic law violation or within forty-eight (48) hours after the traffic law violation occurred.

(2) That the motor vehicle was under the custody and/or control of another person at the time of the violation. In order to establish this, the owner or responsible person must provide the name and address of the person who had custody and/or control of the motor vehicle at the time of the traffic law violation.

(3) That this section is unenforceable because the recorded image is not legible enough to determine the information needed.

(4) Evidence, other than that adduced pursuant to Section 407.07 (e)(1), that the registered owner or person named in the notice of violation was not operating the motor vehicle at the time of the violation. To satisfy the evidentiary burden under this subsection, the owner or person named in the notice of violation shall provide to the Shaker Heights Municipal Court evidence showing the identity of the person who was operating the motor vehicle at the time of the traffic law violation, including, but not limited to, the operator's name and current address, and any other evidence the Shaker Heights Municipal Court deems pertinent.

(5) That the motor vehicle operator was yielding the right-of-way to an emergency vehicle in accordance with Ohio law, or to a funeral procession.

(6) That the vehicle passed through the intersection in order to yield the right-of-way to either of the following: (i) a public safety vehicle or coroner's vehicle in accordance with section 4511.45 of the Ohio Revised Code; or (ii) a funeral procession in accordance with Section 4511.451 of the Ohio Revised Code.

(7) At the time and place of the alleged traffic law violation, the traffic control signal was not operating properly or the traffic law photo-monitoring device was not in proper position and the recorded image is not of sufficient legibility to enable an accurate determination of the information necessary to impose liability.

(8) That under consideration of the totality of the circumstances the person or entity named in the notice of violation is not liable.

(g) If the Shaker Heights Municipal Court finds that the person or entity named in the notice of violation was not operating the motor vehicle at the time of the violation or receives evidence under Section 407.07(e)(4) identifying the designated party, the Shaker Heights Municipal Court shall provide it to the City of Beachwood or its designee within five (5) calendar days, along with a copy of any evidence substantiating who was operating the motor vehicle at the time of the traffic law violation.

(1) Upon receipt of evidence of the responsible party pursuant to this Chapter or pursuant to Section 407.05, the City of Beachwood or its designee may issue a notice of violation, with the name and address of the designated party and the information required by Section 407.04 of this Chapter, to the person that the evidence indicates was operating the motor vehicle at the time of the violation.

(2) A notice of violation issued under this Section 407.07(g), shall be sent by the City of Beachwood or its designee by ordinary mail no later than twenty-one (21) business days after the receipt of the evidence from the Shaker Heights Municipal Court. The content of a notice of violation issued under this subsection shall be the same as set forth in subsection (a) of Section 407.04 of this Chapter.

(3) If a Designated Party who was issued a notice of violation under Section 407.07(e) hereof contests the ticket by filing a written request for an administrative hearing to review the notice of violation not later than thirty (30) days after receipt of the notice of violation, the City of Beachwood shall require the registered owner of the motor vehicle also to attend the hearing. If at the hearing involving the designated party the hearing officer cannot determine the identity of the operator of the vehicle at the time of the violation, the registered owner is liable for the violation. The hearing officer then shall issue a written decision imposing liability for the violation on the registered owner and submit it to the local authority or its designee and to the registered owner. If the designated

party also is a registered owner of the vehicle, liability for the violation shall follow the order of registered owners as listed on the title to the vehicle.

(h) A person who is named in a notice of violation for a civil violation may assert a testimonial privilege in accordance with division (D) of Section 2407.02 of the Ohio Revised Code.

(i) A person or entity found liable for a Ticket may appeal the decision rendered by the Shaker Heights Municipal Court in accordance with Ohio law.

(j) No decision rendered under this Section, and no admission of liability under this Chapter is admissible as evidence in any other judicial proceeding in this state, except as is provided in Section 407.10 herein below.

#### 407.08 CALIBRATION.

(a) Upon request, each manufacturer of a traffic law photo-monitoring device shall promptly provide to the City the maintenance records of any such device used in the City.

(b) Commencing upon the initial installation of related traffic law photo monitoring devices, and not later than the last day of January of each subsequent year, the manufacturer of any traffic law photo-monitoring device used by the City shall provide to the City a certificate of proper operation that attests to the accuracy of the device.

(c) The City shall test the accuracy of each such traffic law photo-monitoring device with an independent, certified speed measuring device or some other commonly accepted method prior to its use at each System Location.

#### 407.09 SIGNS.

The City or its designee shall erect signs on every highway, which is not a freeway, that is part of the state highway system and that enters into the City and at each fixed system location. The signs shall inform inbound traffic that the City utilizes traffic law photo-monitoring devices to enforce traffic laws. The signs shall be erected within the first three hundred feet of the boundary of the City and any fixed system location or, if the signs cannot be located within the first three hundred feet of the boundary of the City or a fixed system location, as close to that distance as possible, in accordance with Ohio Revised Code Chapter 4511.094.

#### 407.10 COLLECTION OF CIVIL PENALTY.

(a) In the event that the Registered Owner or Designated Party fails to take any action set forth in this Chapter or fails to satisfy any liability determined by the Shaker Heights Municipal Court for the penalties established under this Chapter and the time to appeal such decision has passed without the filing of an appeal, the City may request and/or receive a judgment from the Shaker Heights Municipal Court against the Owner or Designated Party for the amount owed under this Chapter, plus any applicable post judgment interest.

(b) If a judgment for a civil penalty under this Chapter is not satisfied, the City may seek payment on the judgment amount, together with any applicable interest thereon, in any manner authorized by law. In addition to any penalties authorized by this Chapter in relation to the

commission of a Traffic Law Violation thereof and post-judgment interest warranted pursuant to law, a person liable for the penalties established under this Chapter may be assessed any costs incurred by the City in the collection of the judgment, including but not limited to court filing fees and costs in conjunction with any collection proceedings as well as any collection and attorney's fees incurred by the City. The amount of any collection or attorney's fees shall not exceed thirty-five percent (35%) of the penalty for which the Owner or Designated Party is liable for the Traffic Law Violation(s) in question pursuant to this Chapter.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROCESSING SERVICES AGREEMENT WITH SITESTREAM, LLC FOR AUTOMATED TRAFFIC ENFORCEMENT EQUIPMENT AND RELATED SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Sitestream, LLC has proposed to provide automated traffic enforcement equipment, violation processing services, citation administration support, reporting services, and related program administration services to the City of Beachwood; and

WHEREAS, the proposed Processing Services Agreement includes the installation, operation, and maintenance of speed enforcement equipment, processing of violation data, issuance of citations, online access to violation information, reporting functions, and related support services; and

WHEREAS, the proposed Agreement further establishes the respective obligations of Sitestream, LLC and the City regarding equipment operation, data processing, payment administration, maintenance responsibilities, insurance requirements, indemnification obligations, and other operational terms necessary for the administration of the services contemplated therein; and

WHEREAS, Council has determined that it is in the best interest of the City to authorize the Mayor to enter into the proposed Processing Services Agreement with Sitestream, LLC.

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

Section 1: The Mayor is hereby authorized to enter into a Processing Services Agreement with Sitestream, LLC for automated traffic enforcement equipment and related processing services, including equipment installation, maintenance, violation processing, citation administration support, reporting services, and related program administration services, as set forth in the Processing Services Agreement, 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 the services contemplated by the Agreement are necessary to facilitate the timely implementation and operation of the City's traffic enforcement initiatives; 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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

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Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

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Mayor



**Processing Services Agreement**

This Processing Services Agreement (the "Agreement") is between Sitestream, LLC, a Massachusetts limited liability company with a primary business address at 900 Cummings Center 324-S, Beverly, MA 01915 ("Sitestream") and the City of Beachwood, Ohio with a primary address at 25325 Fairmount Boulevard, Beachwood, OH 44122 ("Customer"), effective as of \_\_\_\_\_, 2026 ("Effective Date").

**WHEREAS**, Customer is engaging Sitestream to provide the services described in Section 1 of this Agreement (the "Services") to facilitate the detection, issuance, and processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program");

**WHEREAS**, as part of the Services, Sitestream agrees to provide the equipment described in this Agreement ("Equipment") and access to certain software (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Citation").

**NOW, THEREFORE**, the parties mutually agree as follows:

**1. Scope of Services**

(a) **Equipment:** Sitestream shall install, operate, and maintain speed enforcement cameras (each a "Camera") in accordance with Sitestream's standard installation and maintenance practices. The Cameras provided under this Section 1(a) will include automated enforcement devices and manually operated enforcement devices. For purposes of this Agreement, "Equipment" means all Cameras provided by Sitestream and any associated hardware or equipment, including any property provided by Sitestream, and may include handheld speed enforcement devices which shall be subject to additional terms provided in Exhibit A hereto. The initial Equipment provided by Sitestream to Customer and the location of stationary Cameras is set forth in Exhibit B hereto. The number and location of stationary Cameras and the number of handheld speed enforcement devices may be increased, decreased or relocated through mutual written consent by Customer and Sitestream.

(b) **Camera Installation; Camera Poles.** Sitestream will install Cameras on property provided by Sitestream. Subject to the additional terms and conditions set forth in Exhibit C, if requested by Customer, Sitestream will also install fixed Cameras on Customer owned or controlled poles (each a "Camera Pole") at enforcement locations mutually agreed by Sitestream and Customer based upon community safety considerations.

(c) **System Operation:** Sitestream will make the System available for use by Customer pursuant to the license granted in Exhibit D attached to this Agreement. Sitestream shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 10(b). The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported

web browsers. Throughout the Term, reasonable technical assistance will be made available by telephone at no charge to Customer with the exception of all state and nationally recognized holidays.

(d) **System Updates and Repairs:** Sitestream will endeavor to provide software updates to the System as they become generally available, provided that Sitestream has no obligation to update or modify the System in any way. Any System repairs, upgrades, or modifications which, in the reasonable opinion of Sitestream, are required as a result of neglect or misuse by Customer, including without limitation a repair arising from the use of software other than software provided by Sitestream, shall be made at the expense of Customer. Upgrades to the System that are requested by Customer shall be made at the sole expense of Customer. Any other upgrades, repairs, or modifications made to the System at Sitestream's election will be made at the sole expense of Sitestream.

(e) **Offloading:** Subject to Customer's performance under Section 2(d), Sitestream will offload the images, videos, and other data collected by the Equipment ("Equipment Data") using the cellular connectivity provided by Sitestream or Wi-Fi connectivity provided by Customer and upload the Equipment Data to the System.

(f) **Processing:** Sitestream will use the System to process Equipment Data for the purpose of identifying violations of the Program that are detected by the Equipment (each a "Violation"). Sitestream will correlate Equipment Data with motor vehicle records and assemble images and data for each Violation into an electronic package accessible through the System for Customer to review in accordance with Section 2(c) (each a "Violation Package"). Sitestream will use commercially reasonable efforts to complete these activities within ten (10) days of the date the Violation occurred.

(g) **Issuing Citations:** Within five (5) days of approval of a Violation by Customer pursuant to Section 2(c), Sitestream shall issue a Citation, including images and data of the violation, to the registered owner of the vehicle identified in the Violation Package by first class mail and provide proof-of-mailing. The System shall allow the registered owner(s) to review the images and data related to the Citation online. If a registered owner disputes responsibility for a Violation and identifies a different violator in a manner agreed by Customer, then Sitestream will reissue the Citation to that different violator within five (5) days after such identification. For purposes of this Agreement, "Violator" means the registered owner, or, if the registered owner has identified another person as the violator, the person identified by the registered owner. With respect to any Citation that is not paid or contested within thirty (30) days of mailing of the Citation, Sitestream may send additional notices, including notice of penalties for late payment, in a form mutually agreed upon by the parties (each a "Subsequent Notice").

(h) **Payment Methods:** Each Citation will specify the amount of the fine owed by the Violator (the "Fine"). The Citation will provide the Violator the opportunity to pay the Fine directly to the Court, or if requested by the Court, through an online web portal hosted by Sitestream. The "Court" means the Shaker Heights Municipal Court. For Fines collected by Sitestream (including any late penalties or other applicable fees), to the extent permitted by applicable law, Sitestream may pass through to Violators a convenience fee for processing Fines paid by debit or credit card ("Convenience Fee"). Customer shall have no obligation for the payment of any Convenience Fees. In the event the Court permits Sitestream to collect Fees, and a Violator's failure to pay a Fine renders the Fine a collectible debt under state law or local ordinance (hereinafter a "Debt"), Customer agrees that Sitestream may take reasonable steps to

recover such Debt and any associated late fees in accordance with the applicable laws and procedures for the collection of debts in Customer's jurisdiction.

(i) **Project Manager:** Sitestream will designate one Sitestream employee as Customer's principal contact at Sitestream ("Sitestream Project Manager").

(j) **Customer Personnel Training:** On days and at times agreed by the parties, Sitestream will provide training to Customer personnel designated by Customer with respect to accessing and using the System. Sitestream may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

(k) **Deposit of Fines:** If the Court requests that Sitestream collect Fines, Sitestream will collect Fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. Sitestream will place such amounts in a separate account with a banking institution ("Master Account"). The Master Account shall be established in a manner which permits funds to be swept to a Customer-designated bank account by Sitestream..

(l) **Storage of Data:** Sitestream will store all Violation data for one (1) year after payment or final adjudication of such Violation or such other period as required by applicable law. Customer shall have reasonable access to the Violation data during the storage period.

(m) **Reports:** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Citations issued and paid, the aggregate amounts paid by Violators, the number of contested Citations, and such other data as reasonably requested by Customer.

(n) **Public Awareness:** Sitestream shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sitestream shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

(o) **Equipment Maintenance and Repair:** Sitestream shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligence of Customer or Customer personnel. Sitestream shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. Sitestream will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.

## **2. Customer Obligations**

(a) **Project Manager.** Customer will designate one Customer employee as Sitestream's principal contact at Customer ("Customer Project Manager").

(b) **Cooperation:** Customer will cooperate with Sitestream during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement. To the extent required by the applicable data provider, Customer will provide written authorization (in a form reasonably acceptable to Customer) for Sitestream to perform motor vehicle ownership inquiries on behalf of Customer.

(c) **Review of Violations:** Customer will provide designated personnel of Customer's Police Department to carefully review each Violation Package to determine whether: (i) the Violation is approved, and the corresponding Violation can be mailed; or (ii) the Violation is rejected. If the Violation is rejected, Customer Project Manager will report to Sitestream the basis for the rejection. Customer is solely responsible for determining which Violations identified in Violation Packages are issued as Citations.

(d) **Upload of Equipment Data:** Customer shall ensure that Equipment Data is available for Sitestream to offload as provided in Section 1(e) on the same day that the Equipment Data is captured by the Cameras.

(e) **Collections:** Customer must take collections action against those Violators that fail to pay or contest a Citation within ninety (90) days from the date the Citation was issued or reasonably cooperate with Sitestream retaining a third-party collections agency or law firm to recover the fines, including collections costs and expenses, in accordance with Section 1(h).

(f) **System Use:** Use of the System by Customer is subject to the license and restrictions set forth in Exhibit C attached to this Agreement.

(g) **Safeteen Program:**

- (i) **Safeteen Revenue:** In consideration of Customer's participation in the Safeteen program and subject to Customer's compliance with Section 2(g), every six (6) months from the date the first Camera is activated into 'live' status, Sitestream will pay Customer one percent (1%) of the total Fees paid to Sitestream during the preceding six-month period ("Safeteen Revenue"). Sitestream's obligation to pay Safeteen Revenue to Customer shall cease upon termination or expiration of this Agreement, or upon Customer's failure to cure a breach of Section 2(g) within thirty (30) days as provided in Section 2(g)(iv).
- (ii) Customer must spend all Safeteen Revenue solely and directly in furtherance of promoting and enabling students in the school districts within Customer's territory to participate in drivers' education programs and driving lessons (the "Objective"). For the avoidance of doubt, the Objective is intended to reduce the financial burden of students seeking or receiving drivers' education, and use of Safeteen Revenue in a manner that solely benefits the providers of drivers' education programs, such as increasing their compensation, is not considered use in furtherance of the Objective.
- (iii) Customer must keep accurate and updated records of all costs, expenses, and transactions that are paid with Safeteen Revenue. Customer will provide copies of such records to Sitestream promptly upon Sitestream's request, or, absent any request, at least once per calendar year during the Term. Such records must be sufficiently detailed as to enable

Sitestream to reasonably determine whether the Safeteen Revenue was used in furtherance of the Objective.

- (iv) Any use of Safeteen Revenue for any purpose other than the Objective will be considered a material breach of this Section 2(g), and determination of whether Safeteen Revenue is properly used in furtherance of the Objective is solely within Sitestream's discretion. In the event Sitestream reasonably determines that Customer has used any or all of the Safeteen Revenue for any purpose other than to further the Objective, Sitestream will notify Customer of the improper expenditures and total amount of Safeteen Revenue that was determined to have been misused ("Misused Safeteen Revenue"), and Customer will have thirty (30) days after receiving such notice to either: (1) justify its spending and successfully change Sitestream's determination that the Safeteen Revenue was misused; (2) re-allocate the amount of Misused Safeteen Revenue towards expenses that are pre-approved by Sitestream in writing; or (3) reimburse Sitestream for the amount of Misused Safeteen Revenue identified in Sitestream's notice of misuse.

### **3. Term**

(a) **Term:** The Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term, the Agreement may automatically renew for two (2) two-year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term") unless either party provides a written notice to terminate not later than ninety (90) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to a renewal pricing increase based on National US Consumer Price Increases over the prevailing contract period, not to exceed 6%, which shall be mutually agreed upon by the parties no less than one hundred and twenty (120) days prior to the expiration of the then-current Initial Term or Renewal Term.

(b) **Termination by Either Party:** This Agreement may be terminated at any time by the mutual written agreement of Sitestream and Customer. Either party may also terminate this Agreement for cause if: (i) the other party has breached its obligations under this Agreement; (ii) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems; or (iii) any court of competent jurisdiction rules that the Equipment, the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Citations. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (ii) or (iii) above, Sitestream or Customer may suspend the Services immediately upon the effective date of such amendment or ruling, as applicable.

(c) **Termination by Customer:** Customer may terminate this Agreement at its convenience by giving Sitestream not less than one hundred and twenty (120) days' prior written notice. If Customer terminates this Agreement for convenience, Customer shall pay Sitestream a fee of \$500 per Camera for each month that remains in the Initial Term as of the Effective Date of Termination (the "Termination Fee"). There is

no Termination Fee if Customer terminates the Agreement after 36 months of the Initial Term or during any Renewal Term. Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.

(d) **Effect of Termination:** On the termination date (if this Agreement is terminated for convenience pursuant to Section 3(c)) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1(l) (Storage of Violation Data), 3(d) (Effect of Termination), 4(a) (Service Fees), 5 (Intellectual Property), 6 (Indemnification Obligations), 7 (Limitation of Liability), 10(f) (Applicable Law), and 10(e) (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, Sitestream will continue to process Violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such Violation is dismissed by Customer, payment is made, or judgment is entered by a court.

(e) **Removal of Equipment:** Within sixty (60) days following the Effective Date of Termination, Sitestream shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period, if any.

#### **4. Compensation**

(a) **Service Fees:** In consideration for the Services, Customer shall pay Sitestream a fee based on the Fines collected by or on behalf of Sitestream or Customer (the "Service Fee"). Customer shall pay Sitestream the greater of: (i) an amount equal to 35% of each Fine collected and any escalated Late Fees (not including Convenience Fees, if any) or (ii) \$52.50 (fifty-two dollars and fifty cents) for each Fine collected.

(b) **Payment:** As provided in Section 1(k), Sitestream will deposit the Fines collected by Sitestream into the Master Account. Sitestream will sweep Fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that Sitestream shall deduct from each funds sweep the Service Fees owed by Customer pursuant to Section 4(a).

(c) **Invoicing:** Sitestream shall provide an itemized invoice to Customer within five (5) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 4(b). Each invoice shall indicate the total Fines collected and the Service Fees deducted by Sitestream from such amounts.

(d) **Fees are Sole Compensation:** The fees described in this Section 4 shall be Sitestream's sole compensation for the Services. Sitestream is responsible for costs of maintaining and repairing the Equipment to the extent maintenance and repairs are required under Section 1(o). Customer is responsible for any costs associated with maintaining cellular and Wi-Fi connectivity in connection with the Equipment and the System. Maintenance of the System shall remain the responsibility of Sitestream.

#### **5. Intellectual Property**

(a) **No Rights in Equipment or System:** The parties acknowledge and agree that this Agreement does not convey to Customer any ownership of or rights in the Equipment or System, other than the license to use the System granted in Exhibit C attached to this Agreement. The Equipment and System shall remain the sole and exclusive property of Sitestream and/or its licensors.

(b) **Program Data:** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by Sitestream related specifically to the Program or its operation ("Program Data"). Customer grants to Sitestream: (i) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (ii) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and Violators are not identified, in order to evaluate and enhance Sitestream's systems and services. Sitestream and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

(c) **Program Materials:** Sitestream shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of Sitestream), templates, studies, reports or other documents, including Training Materials, Pamphlets, and other materials used generally by Sitestream in performing services for its clients ("Program Materials"). Sitestream grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

(d) **Customer Marks:** Customer hereby grants to Sitestream and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. Sitestream will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, Sitestream and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo or other marks of Sitestream or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of Sitestream.

## **6. Representations and Warranties**

(a) Sitestream represents and warrants that at all times during the Term:

(i) it has the legal power to enter into the Agreement;

- (ii) the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
  - (iii) it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq;
  - (iv) it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of: (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless Sitestream is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (ii) any finding of recovery made against Sitestream by the Auditor of such state;
  - (v) the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
  - (vi) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sitestream further represents and warrants to Customer that Sitestream and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.
- (b) Customer represents and warrants that at all times during the Term:
- (i) it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
  - (ii) it has the legal right to grant the licenses set forth in Section 5; and
  - (iii) it will utilize the Services and the System in compliance with all applicable federal, state and local laws.

## **7. Insurance**

(a) Sitestream shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth below:



- (i) Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation: statutory

Employer's Liability: \$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

This insurance shall provide that coverage applies to Ohio.

- (ii) Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- (iii) Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- (iv) Umbrella Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 7(a)(i)-(iii) above.

(b) Sitestream shall list Customer as an additional insured under all of the policies described in this Section 7 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 7 prior to commencing work on the System.

## **8. Indemnification**

(a) **Sitestream Indemnity:** Sitestream shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the "Customer Indemnitees") from and against any and all third party claims arising out of or related to:

- (i) any material breach of the representations and warranties of Sitestream set forth in Section 6;
- (ii) negligence or misconduct of Sitestream or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or
- (iii) a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Sitestream will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If Sitestream determines that none of these alternatives is reasonably available, Sitestream shall have the right to terminate this Agreement effective immediately.

(b) **Notice; Participation Rights:** In the event of any third-party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 8 (each a “Claim”), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

## **9. Limitation of Liability**

EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

## **10. General Terms**

(a) **Relationship Between Parties:** Sitestream is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

(b) **Force Majeure:** No party shall be liable or responsible to the other party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from events outside of the party’s reasonable control (“Force Majeure Events”) including but not limited to: acts of God; pandemics, endemics, epidemics, or outbreaks; natural catastrophes; wars, invasions, or hostilities (whether war is declared or not); terrorist threats or acts; strikes, riots, or other civil unrest; government order or law; actions, embargoes, or blockades in effect after the date of this Agreement; labor stoppages or slowdowns or other industrial disturbances; and shortage of adequate power or transportation facilities. The affected party shall: (i) within thirty (30) days after the Force Majeure Event occurs, deliver written notice to the other party that the Force Majeure Event has or is likely to impact the affected party’s performance; and (ii) resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

(c) **Notices:** Any notices provided pursuant to this Agreement shall be effective three (3) days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

(d) **Assignment:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sitestream may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and Sitestream may use third party contractors to fulfill its obligations to provide certain Services provided that Sitestream shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) **Conflict Resolution:** The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:

- (i) When a conflict arises between Customer and Sitestream, the project team members will first strive to work out the problem internally.
- (ii) If the project team cannot resolve the conflict within five (5) business days, the Customer Project Manager and the Sitestream Project Manager will meet to resolve the issue.
- (iii) If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sitestream will meet with senior level administrator for Customer within five (5) days to resolve the issue.
- (iv) If no resolution is reached pursuant to Section 10(e)(iii), the parties may mutually agree to terminate the Agreement by mutual agreement pursuant to Section 3(b) or seek any available legal or equitable remedies.
- (v) During any conflict resolution as described in this Section 10(e), Sitestream agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

(f) **Applicable Law:** This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

(g) **Entire Agreement; Counterparts:** This Agreement constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

(h) **Amendments; Severability; Waiver:** This Agreement may only be amended by a writing specifically referencing the section of the Agreement to be amended and which has been signed by authorized representatives of the parties. If any term in this Agreement is found by competent judicial

authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

**IN WITNESS WHEREOF**, the parties accept the terms of this Agreement by signing below:

**Sitestream, LLC**

By: \_\_\_\_\_  
Andrew Noble

Title: President

Date: \_\_\_\_\_

**City of Beachwood, Ohio**

By: \_\_\_\_\_  
Justin Berns, Mayor

Date: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
R. Todd Hunt, Law Director, City of Beachwood  
Ohio

## **EXHIBIT A**

### **Additional Terms and Conditions for Handheld Speed Enforcement**

- 1.1. Equipment. Upon written request by Customer, Sitestream shall provide and maintain one (1) or more portable photo-laser speed enforcement systems (each a "Handheld Speed Enforcement Unit") in accordance with Sitestream's standard maintenance procedures.
- 1.2. Usage of Handheld Speed Enforcement Units. In order to promote community safety, Customer agrees to: (a) make reasonable efforts to utilize each Handheld Speed Enforcement Unit to conduct safety enforcement each week; (b) follow reasonable industry practices in the usage of Handheld Speed Enforcement Units; and (c) download all violations detected by the Handheld Speed Enforcement Units in a timely manner which shall in no event exceed forty-eight (48) hours following detection. If, during any four (4) consecutive weeks during the Term, Customer fails to utilize one (1) or more Handheld Speed Enforcement Units for at least 10 hours per week, in addition to any other remedies it may have hereunder, Sitestream may, at its sole discretion, charge a Non-Usage Fee of \$1,000, for each such four (4) week period, and/or remove any such Handheld Speed Enforcement Unit that has been underutilized from the Service.
- 1.3. Operation of Handheld Enforcement Units. Customer shall: (a) keep the Handheld Speed Enforcement Units free of all security interests of any kind whatsoever, including liens, encumbrances and other claims; (b) take reasonable measures to protect the Handheld Speed Enforcement Units from theft, unauthorized use or vandalism; (c) not remove or have removed any identification marks applied to the Handheld Speed Enforcement Units by Sitestream or the manufacturer; (d) maintain the Handheld Speed Enforcement Units in good condition and repair, reasonable wear and tear excepted; (e) use the Handheld Speed Enforcement Units with due care to prevent injury thereto and to any person or property and in conformity with all applicable laws; and (f) not to modify the Handheld Speed Enforcement Units in any way. Customer shall be responsible for any damage to a Handheld Speed Enforcement Unit incurred during the Term, other than reasonable wear and tear.
- 1.4. Termination Fee. If Customer terminates the Agreement for convenience in accordance with Section 3(c) of the Agreement or if Customer elects to return a Handheld Enforcement Unit to Sitestream during the Initial Term, Customer shall pay Sitestream a fee of \$100 per Handheld Speed Enforcement unit provided by Sitestream to Customer for each month that remains in the Initial Term as of the Effective Date of Termination ("Handheld Termination Fee"). There is no Handheld Termination Fee if Customer terminates the Agreement or its use of the Handheld Speed Enforcement Units at the end of the Initial Term or during any Renewal Term.

**EXHIBIT B**

**Description of Initial Number and Location of Stationary Cameras and Number of Handheld Speed  
Enforcement Devices**

## **EXHIBIT C**

### **Additional Terms and Conditions for Installation of Camera Poles**

In the event that Sitestream is required to install one (1) or more Camera Poles pursuant to Section 1(b) of the Agreement, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sitestream shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to Sitestream, at no cost, all Customer permits necessary for the installation of Camera Poles provided Sitestream meets the minimum requirements for such permits. Sitestream will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist Sitestream in securing necessary permits from other governmental agencies, as required
- B. Installation. Sitestream will commence installation of the Camera Poles within twenty (20) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. Sitestream shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer.
- C. Restoration of Locations. Upon any expiration or termination of the Agreement, Sitestream shall remove any Camera Poles installed pursuant to this Exhibit B and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, Sitestream will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sitestream shall use commercially reasonable efforts such that removal and restoration activities occur within sixty (60) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

## **EXHIBIT D**

### **System License and Restrictions**

1. **Grant of License.** Sitestream hereby grants to Customer a non-exclusive, non-transferable, revocable license to use the System in accordance with the terms of this Exhibit C. Any failure of Customer or Customer's Users (as defined below) to comply with this Exhibit C shall constitute a breach of the Agreement by Customer.

2. **Definitions.** For purposes of this Exhibit C:

**"Documentation"** means the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied by Sitestream for aiding the use and application of the Software.

**"License"** means the license granted in Section 1 of this Exhibit C.

**"Users"** means the employees and personnel authorized to use the System on behalf of Customer.

**"Software"** means the computerized traffic management and enforcement software used in connection with the System provided under the Agreement.

3. **Restrictions.**

- 3.1. Customer shall not:

- 3.1.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

- 3.1.1.1. and except to the extent expressly permitted under this License, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

- 3.1.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

- 3.1.2. access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation; or

- 3.1.3. use the Software and/or Documentation to provide services to third parties; or

- 3.1.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party except the Users, or



- 3.1.5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this License.
- 3.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Sitestream.
- 3.3. No copies may be made of the Documentation without the prior written consent of Sitestream. Sitestream will provide Customer with access to the copies of the Documentation embedded in the Software, which contain sufficient information to enable proper use of all the facilities and functions set out in the Specification.
- 3.4. The parties acknowledge that the Software may be modified by Sitestream's licensor in order to integrate and operate with third party software in accordance with the Agreement.
- 4. **Security and Control**. Customer must during the continuance of the License:
  - 4.1. effect and maintain adequate security measures to safeguard the usernames and passwords provided by Sitestream to its Users from access or use by any unauthorized person; and
  - 4.2. maintain a full and accurate record of the copying and disclosure of such usernames and passwords, and produce such record to Sitestream on request from time to time.

INTRODUCED BY:

RESOLUTION NO. 2026-55

A RESOLUTION APPROVING AN INCREASE TO THE SANITARY AND STORM SEWER COUNTY MAINTENANCE FEE; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood participates in a sanitary and storm sewer maintenance program administered through the Cuyahoga County Public Works Department;

WHEREAS, the sewer maintenance fee associated with said program has remained unchanged since 2013 despite significant increases in operational costs, expanded regulatory requirements, and the increase in storm sewer maintenance services;

WHEREAS, the scope of services provided through the program includes sewer cleaning, jetting, CCTV inspection, infrastructure maintenance and repair, pump station monitoring and emergency response, construction inspection, and residential sewer backup response;

WHEREAS, these services are essential to maintaining the integrity and reliability of the City's sanitary and storm sewer systems, protecting public health and safety, and ensuring compliance with Environmental Protection Agency requirements;

WHEREAS, the City administration has reviewed the current financial needs of the program and determined that an increase to the sewer maintenance fee is necessary to ensure the continued sustainability and effectiveness of sewer maintenance operations;

WHEREAS, the City administration further finds that a moderate increase in the rates balances the need to maintain critical infrastructure and regulatory compliance while minimizing the financial impact on property owners;

WHEREAS, the City administration recommends: (a) re-instating the sanitary sewer maintenance fee from the current status of no fee to a yearly amount of \$1.25 per linear foot of a parcel's front footage; and (b) decreasing the current annual fee of \$1.50 to an annual fee of \$1.25 per linear foot; the combination of which per linear foot would be \$2.50 per linear foot and represent \$1.00 more per year than the current combined fees;

WHEREAS, the reason for the foregoing fee proposal is that the current sanitary sewer reserve fund held by Cuyahoga County for Beachwood is operating at a deficit and the storm sewer reserve fund has a significant surplus;

WHEREAS, the revised sewer maintenance fees approved herein will be incorporated as Exhibit "A" into the City's Sanitary and Storm Sewer Maintenance Agreement with the Cuyahoga County Public Works Department that was approved by this Council in February 2026, pursuant to Resolution No. 2026-29;

WHEREAS, the proposed increase will support continued maintenance operations, emergency responsiveness, and long-term infrastructure reliability.

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

RESOLUTION NO. 2026-55

Section 1: The sewer maintenance fees for all properties in the City of Beachwood served by sanitary and storm sewers, pursuant to the County of Cuyahoga's sanitary and storm sewer maintenance program and the contract therefor, shall be:

- a. An annual fee of \$1.25 per linear foot of a parcel's front footage for sanitary sewer maintenance; and
- b. An annual fee of \$1.25 per linear foot of a parcel's front footage for storm sewer maintenance

Section 2: The Clerk of Council shall notify the Cuyahoga County Public Works Department of the revised sewer maintenance fees approved herein for implementation and incorporation into Exhibit "A" of the existing Sanitary and Storm Sewer Maintenance Agreement.

Section 3: The sewer maintenance fee shall continue to be certified and collected through the Cuyahoga County tax duplicate in accordance with applicable law and existing agreements.

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

Section 5: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason to ensure uninterrupted sewer maintenance services; 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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

\_\_\_\_\_  
Mayor

**CITY OF BEACHWOOD**  
**CITY COUNCIL MEMORANDUM**

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**TO:** City Council Members  
Mayor Justin Berns  
Larry Heiser, Finance Director  
Tina Turick, City Administrator  
Ben Lombardi, Communications Manager

**FROM:** Chris Arrietta, Public Works Director  
Joe Ciuni, Staff Engineer

**DATE:** 5/7/26 (updated 5/14/26)

**SUBJECT: Recommendation to Increase Sanitary and Storm Sewer Maintenance Fees**

**Overview**

The City of Beachwood Administration submits this memorandum to provide context and justification for a proposed increase in the annual fees associated with the city's Sanitary Sewer Maintenance Agreement with the Cuyahoga County Public Works Department.

This recommendation reflects several factors for maintaining and advancing the city's aging sanitary and storm sewer infrastructure. Those factors include that the fee structure has not been adjusted since 2013 (13 years). The evolving scope of services provided under the agreement and the City's continued commitment to maintaining and improving critical sewer infrastructure in a fiscally responsible and proactive manner justify the adjustment in fees.

Legislation regarding this proposed increase must be voted on during the May 18th City Council meeting. If adopted, the updated fee structure will go into effect for the 2027 tax year.

**Agreement Timeline**

The City entered into its original sanitary sewer maintenance agreement with the County in 1998. At that time, services were limited to sanitary sewer maintenance performed on an as-needed basis.

Approximately ten years ago, the agreement was expanded to include storm sewer maintenance to address OEPA regulations. Despite this significant increase in scope, the fee structure remained unchanged. Instead, in 2013 the original rate of **\$1.50 per linear foot per year** was not divided equally due to a surplus in the sanitary sewer reserve fund at that time:

- **No fee per foot for sanitary sewer services; and**
- **\$1.50 per foot for storm sewer services.**

These fees are collected by the County and maintained in separate dedicated funds used exclusively for work within the City of Beachwood.

### **Scope of Services**

Under the current agreement, the County provides essential services that are critical to maintaining system integrity and regulatory compliance, including:

- Cleaning, jetting, and CCTV inspection of the entire sewer system (EPA-mandated on a 5-year cycle)
- Sewer repairs and infrastructure maintenance
- Design review and construction inspection for sewer-related projects
- Pump station monitoring, maintenance, and emergency response
- Emergency response for residential sewer backups

These services are fundamental to protecting public health, preventing system failures, and ensuring compliance with environmental regulations.

### **Fee Adjustment Proposal**

During its recent presentation to Council, the Cuyahoga County Public Works Department recommended that the combined fees be increased to **\$3.00 per linear foot**. While the Administration acknowledges the County's recommendation and its rationale, we have carefully evaluated the City's current infrastructure investments, financial position, and the potential impact on residents.

Given the City's significant independent capital improvements to the sewer system and a desire to avoid placing an undue financial burden on property owners, the Administration believes a more moderate increase is appropriate at this time.

Accordingly, the Administration recommends increasing the fees to:

- **\$1.25 per linear foot for sanitary sewer services; and**
- **\$1.25 per linear foot for storm sewer services.**

This represents a total annual fee increase in the aggregate of **\$1.00 per linear foot** based on a property's frontage. For example, a property with 50 feet of frontage would see an annual increase of approximately \$50, billed in two installments through the County's tax duplicate billing system.

This proposed adjustment reflects:

- The expanded scope of services currently included in the agreement
- Increased operational and material costs over time
- The need to ensure adequate funding to meet ongoing EPA requirements
- Continued responsiveness to emergency situations and infrastructure needs

Without this increase, the long-term sustainability of the program and the City's ability to meet regulatory obligations may be compromised.

#### **City's Independent Infrastructure Investments** (spreadsheet attached for reference)

It is important to emphasize that the County maintenance program operates separately from the city's capital improvement efforts.

From 2021 through 2026, the city has proactively invested **\$14,743,553** in sewer infrastructure projects outside of the county agreement. These projects include major system upgrades, capacity improvements, and new installations designed to mitigate flooding, improve system performance, and support future development.

Notable initiatives include:

- Installation of new sanitary and storm systems
- Construction of storm relief sewers across multiple corridors
- Expansion of system capacity (e.g., Green-Bryden culvert improvements)
- Multi-phase sanitary relief sewer projects along Green Road
- Ongoing design work for future infrastructure improvements

Additionally, the city has successfully leveraged external funding sources—including contributions from regional agencies and partner municipalities—resulting in approximately **\$5,375,172 in reimbursements** to offset project costs.

These efforts demonstrate that Beachwood has not relied solely on county services but has instead taken a comprehensive, proactive approach to infrastructure management.

#### **Conclusion and Recommendation**

The proposed fee increase is both reasonable and necessary to:

- Sustain the expanded level of service provided by the County
- Ensure compliance with EPA mandates
- Maintain system reliability and emergency responsiveness
- Protect prior and ongoing infrastructure investments

The City's significant capital expenditures reinforce our commitment to the long-term effectiveness of both storm and sanitary sewer systems. However, these investments must be complemented by a properly funded maintenance program. Notably, the current fee structure has remained unchanged since the initial agreement was established in 1998 — 28 years ago—despite substantial expansions in the scope of services and rising operational costs.

Moving forward, the City will actively monitor each fund's balance and evaluate the need for any fee adjustments on a five-year cycle to ensure continued financial stability and program effectiveness.

For these reasons, the Administration recommends that City Council support the proposed increase to \$2.50 per linear foot under the Sanitary and Storm Sewer Maintenance Agreement.

###

Enc. Spreadsheet - City of Beachwood's independent sewer projects 2021-2026

## SEWER PROJECTS 2021 - 2026

| Project Year | Approximate Cost | Project Description                                                                                                                                   |
|--------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2021         | \$ 1,455,836.62  | Installation of new Sanitary and Storm on Community Dr and Union                                                                                      |
| 2021         | \$ 279,763.13    | Neroni installed 60 backflows in 2021 – County installed 37 in 2020                                                                                   |
| 2022         | \$ 2,346,323.85  | Beachwood Blvd – Installation of a storm relief sewer, Glenhill – Installation of a storm relief sewer, Campus – Installation of a storm relief sewer |
| 2023         | \$ 1,921,646.21  | Green-Bryden Storm Sewer Culvert Added (doubling the capacity)                                                                                        |
| 2024         | \$ 5,326,321.01  | Green Road Phase 1 – Installation of a sanitary relief sewer                                                                                          |
| 2025         | \$ 3,241,894.32  | Green Road Phase 2 – Installation of a sanitary relief sewer                                                                                          |
| 2026         | \$ 171,768.23    | Currently in the design phase of the Bryden Rd. Sanitary/Storm sewer project                                                                          |
|              |                  |                                                                                                                                                       |
|              | \$ 14,743,553    |                                                                                                                                                       |

## PROJECT REIMBURSEMENTS

| Project Year | Approximate Amount | Reimbursement Entity                   |
|--------------|--------------------|----------------------------------------|
| 2023         | \$ 155,752.06      | Northeast Ohio Regional Sewer District |
| 2024         | \$ 2,765,301.56    | Northeast Ohio Regional Sewer District |
| 2024         | \$ 526,908.64      | City of Shaker Heights                 |
| 2024         | \$ 150,000.00      | Cuyahoga County                        |
| 2025         | \$ 345,134.50      | Northeast Ohio Regional Sewer District |
| 2025         | \$ 26,880.00       | Cuyahoga County                        |
| 2026         | \$ 1,405,195.40    | Northeast Ohio Regional Sewer District |
|              |                    |                                        |
|              | \$ 5,375,172       |                                        |



INTRODUCED BY:

RESOLUTION NO. 2026-56

A RESOLUTION ACCEPTING A CERTAIN BID FROM GEAUGA HIGHWAY COMPANY FOR THE 2026 ASPHALT ROAD PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, four (4) bids were received by the Clerk on May 7, 2026, for the 2026 Asphalt Road 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 Geauga Highway Company.

WHEREAS, the bid received from Geauga Highway Company 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 Geauga Highway Company, 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 Asphalt Road Program in an amount not to exceed Six Hundred Sixty Four Thousand Four Hundred and Forty Nine Dollars and Sixty/Cents (\$664,449.60).

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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 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: May 8, 2026

**Re: 2026 Asphalt Road Program – Award Recommendation.**

Bids were received and publicly opened on May 7, 2026, for this project. Four (4) bids were received and are listed below:

- |                                  |                 |
|----------------------------------|-----------------|
| 1. Geauga Highway Co.            | = \$ 664,449.60 |
| 2. Specialized Construction Inc. | = \$ 782,254.00 |
| 3. Ronyak Paving Inc.            | = \$ 887,414.00 |
| 4. Phillips Paving LLC           | = \$ 893.144.00 |

The Engineer's Estimate for this project is \$800,000. Completion time is 60 days.

The scope of work is to resurface North Woodland and Meadoway, including minor concrete curb Repairs and replacement of handicap curb ramps.

This project also includes the installation of Large Area Repairs on Shaker Blvd. WB from Richmond to Sulgrave. This portion of the project is funded 50/50 with the Cuyahoga County Preventive Maintenance Grant funds, which pays 100% of the materials used for the repairs.

Gauga Highway is the former NES Corp. who has successfully completed projects for the City of Beachwood. They recently (2025) completed a similar project in Peper Pike and the Pepper Pike Engineer provided a favorable recommendation.

It is our recommendation to award this project to Geauga Highway Company for \$664,449.60, as the lowest and best bid.

## CONTRACT WITH GEAUGA HIGHWAY COMPANY FOR THE 2026 ASPHALT ROAD PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

---

This Contract is entered into by and between GEAUGA HIGHWAY COMPANY, 15446 W. High Street, Middlefield, OH 44062 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **February 17, 2026**, advertised for bids for the work and/or services, hereinafter described, on **April 23, 2026** which bids were due on or before **1:00 o'clock P.M. on Thursday, May 7, 2026**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **May 18, 2026**, at which time Council adopted **Resolution No. 2026-** approving the bid of the Contractor to be the lowest and best bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Public Works Director and City Engineer, and as approved by City Council, the Mayor is authorized to enter into this Contract for the 2026 Asphalt Road Program with the Contractor, in an amount not to exceed Six Hundred Sixty Four Thousand Four Hundred and Forty Nine Dollars and Sixty/Cents (\$664,449.60).

2. The Contractor shall provide labor and materials for the 2026 Asphalt Road Program as submitted in its bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a five (5) day written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the 2026 Asphalt Road Program without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

7. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the services provided under this Contract, and whether involving employee claims or third-party claims.

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of One Hundred thousand dollars (\$100,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

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

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

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

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

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

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

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

GEAUGA HIGHWAY COMPANY

CITY OF BEACHWOOD

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

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

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

Justin Berns, Mayor

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
R. Todd Hunt  
Director of Law  
Nathalie E. Supler  
Assistant Law Director  
Matthew A. Kurz  
Assistant Law Director  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
216-595-5462  
Date: \_\_\_\_\_

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

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

\_\_\_\_\_  
Larry Heiser  
Director of Finance  
Date: \_\_\_\_\_

## **FINDINGS FOR RECOVERY CERTIFICATION**

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

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**BID FORM**

Mark Envelope: **2026 ROAD 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 60 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:

**UNIT PRICE CONTRACT**

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

| LOCATION         | REF # | ITEM | DESCRIPTION                                                                                 | QUANTITY | UNIT | LABOR \$ | MATERIAL \$ | UNIT PRICE | TOTAL COST |
|------------------|-------|------|---------------------------------------------------------------------------------------------|----------|------|----------|-------------|------------|------------|
| N. WOODLAND ROAD | 1     | 202  | PAVEMENT REMOVED, AS PER PLAN                                                               | 900      | SF   | 3.50     | -           | 3.50       | 3,150.00   |
|                  | 2     | 202  | CURB REMOVED, AS PER PLAN                                                                   | 100      | FT   | 15.00    | -           | 15.00      | 1,500.00   |
|                  | 3     | 202  | WEARING COURSE REMOVED, AS PER PLAN (T=4")                                                  | 8650     | SY   | 1.90     | -           | 1.90       | 16,435.00  |
|                  | 4     | 255  | FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN                 | 420      | SY   | 58.00    | 72.00       | 130.00     | 54,600.00  |
|                  | 5     | 407  | NON-TRACKING TACK COAT, AS PER PLAN                                                         | 480      | GAL  | 1.50     | 2.00        | 3.50       | 1,680.00   |
|                  | 6     | 422  | SINGLE CHIP SEAL, TYPE A, INNER LAYER, AS PER PLAN                                          | 8650     | SY   | 1.00     | 1.00        | 2.00       | 17,300.00  |
|                  | 7     | 441  | 1.50 INCH ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN              | 370      | CY   | 73.00    | 157.00      | 230.00     | 85,100.00  |
|                  | 8     | 441  | 1.50 INCH ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, (DRIVEWAYS), AS PER PLAN | 10       | CY   | 180.00   | 220.00      | 400.00     | 4,000.00   |
|                  | 9     | 441  | 2.50 INCH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), VARIABLE DEPTH, AS PER PLAN  | 610      | CY   | 87.00    | 88.00       | 175.00     | 106,750.00 |
|                  | 10    | 451  | 6 INCH REINFORCED CONCRETE, CLASS QC MS, FIBER REINFORCED, (DRIVEWAYS), AS PER PLAN         | 50       | SY   | 55.00    | 70.00       | 125.00     | 6,250.00   |
|                  | 11    | 512  | SEALING OF CONCRETE SURFACES, AS PER PLAN                                                   | 450      | SF   | 0.75     | 0.75        | 1.25       | 562.50     |
|                  | 12    | 605  | 6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN                                                   | 100      | FT   | 15.00    | 10.00       | 25.00      | 2,500.00   |
|                  | 13    | 609  | CURB, TYPE 6, CLASS QC MS, AS PER PLAN                                                      | 100      | FT   | 20.00    | 25.00       | 45.00      | 4,500.00   |
|                  | 14    | 611  | CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN                                                  | 22       | EA   | 300.00   | 200.00      | 500.00     | 11,000.00  |
|                  | 15    | 611  | CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN                                             | 2        | EA   | 1,250.00 | 550.00      | 1,800.00   | 3,600.00   |
|                  | 16    | 611  | MANHOLE ADJUSTED TO GRADE, AS PER PLAN (SANITARY)                                           | 1        | EA   | 450.00   | 700.00      | 1,150.00   | 1,150.00   |
|                  | 17    | 623  | MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN                                                 | 4        | EA   | 200.00   | 50.00       | 250.00     | 1,000.00   |



| LOCATION         | REF #                     | ITEM | DESCRIPTION                                                                         | QUANTITY | UNIT | LABOR \$ | MATERIAL \$ | UNIT PRICE | TOTAL COST |
|------------------|---------------------------|------|-------------------------------------------------------------------------------------|----------|------|----------|-------------|------------|------------|
| N. WOODLAND ROAD | 18                        | 642  | CROSSWALK LINE                                                                      | 44       | FT   | 7.00     | 8.00        | 15.00      | 660.00     |
|                  | 19                        | 642  | STOP LINE                                                                           | 12       | FT   | 2.00     | 3.00        | 5.00       | 60.00      |
|                  | 20                        | 875  | LONGITUDINAL JOINT ADHESIVE, AS PER PLAN                                            | 620      | LBS  | 1.80     | 2.00        | 3.80       | 2,356.00   |
|                  | 21                        | SPEC | CATCH BASIN CLEANING                                                                | 24       | EA   | 100.00   | 125.00      | 225.00     | 5,400.00   |
|                  | 22                        | SPEC | MISCELLANEOUS METALS, AS PER PLAN                                                   | 7500     | LBS  | 1.00     | 1.00        | 2.00       | 15,000.00  |
|                  | N. WOODLAND ROAD SUBTOTAL |      |                                                                                     |          |      |          |             |            | 344,553.50 |
| MEADOWWAY DRIVE  | 23                        | 202  | PAVEMENT REMOVED, AS PER PLAN                                                       | 100      | SF   | 3.00     | -           | 3.00       | 300.00     |
|                  | 24                        | 202  | WALK REMOVED, AS PER PLAN                                                           | 560      | SF   | 3.00     | -           | 3.00       | 1,680.00   |
|                  | 25                        | 202  | CURB REMOVED, AS PER PLAN                                                           | 100      | FT   | 15.00    | -           | 15.00      | 1,500.00   |
|                  | 26                        | 253  | PAVEMENT REPAIR, AS PER PLAN                                                        | 100      | SY   | 30.00    | 40.00       | 70.00      | 7,000.00   |
|                  | 27                        | 254  | PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (T=3")                              | 1900     | SY   | 1.90     | -           | 1.90       | 3,610      |
|                  | 28                        | 407  | NON-TRACKING TACK COAT, AS PER PLAN                                                 | 270      | GAL  | 1.50     | 2.00        | 3.50       | 945.00     |
|                  | 29                        | 441  | 1.25 INCH ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN      | 70       | CY   | 82.00    | 118.00      | 200.00     | 14,000.00  |
|                  | 30                        | 441  | 1.75 INCH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), AS PER PLAN          | 100      | CY   | 84.00    | 91.00       | 175.00     | 17,500.00  |
|                  | 31                        | 451  | 6 INCH REINFORCED CONCRETE, CLASS QC MS, FIBER REINFORCED, (DRIVEWAYS), AS PER PLAN | 12       | SY   | 43.00    | 82.00       | 125.00     | 1,500.00   |
|                  | 32                        | 512  | SEALING OF CONCRETE SURFACES, AS PER PLAN                                           | 560      | SF   | 0.75     | 0.75        | 1.25       | 700.00     |
|                  | 33                        | 605  | 6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN                                           | 100      | FT   | 15.00    | 10.00       | 25.00      | 2,500.00   |
|                  | 34                        | 608  | 5 INCH CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN                    | 360      | SF   | 12.00    | 6.00        | 18.00      | 6,480.00   |
|                  | 35                        | 608  | CURB RAMP, MS CONCRETE, AS PER PLAN                                                 | 200      | SF   | 11.00    | 11.00       | 22.00      | 4,400.00   |
|                  | 36                        | 609  | CURB, TYPE 6, CLASS QC MS, AS PER PLAN                                              | 100      | FT   | 25.00    | 20.00       | 45.00      | 4,500.00   |
|                  | 37                        | 611  | CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN                                          | 4        | EA   | 300.00   | 200.00      | 500.00     | 2,000.00   |
|                  | 38                        | 611  | CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN                                     | 1        | EA   | 1,200.00 | 600.00      | 1,800.00   | 1,800.00   |
|                  | 39                        | 611  | MANHOLE ADJUSTED TO GRADE, AS PER PLAN                                              | 2        | EA   | 600.00   | 550.00      | 1,150.00   | 2,300.00   |

| LOCATION                 | REF #                        | ITEM | DESCRIPTION                                 | QUANTITY | UNIT | LABOR \$ | MATERIAL \$ | UNIT PRICE    | TOTAL COST    |
|--------------------------|------------------------------|------|---------------------------------------------|----------|------|----------|-------------|---------------|---------------|
| MEADOWWAY DRIVE          | 40                           | 623  | MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN | 1        | EA   | 400.00   | 250.00      | 650.00        | 650.00        |
|                          | 41                           | 642  | CROSSWALK LINE                              | 44       | FT   | 7.00     | 8.00        | 15.00         | 660.00        |
|                          | 42                           | 642  | STOP LINE                                   | 12       | FT   | 2.00     | 3.00        | 5.00          | 60.00         |
|                          | 43                           | 653  | TOPSOIL FURNISHED AND PLACED, 6"            | 12       | CY   | 30.00    | 70.00       | 100.00        | 1,200.00      |
|                          | 44                           | 659  | SEEDING AND MULCHING, CLASS 1               | 67       | SY   | 2.00     | 3.00        | 5.00          | 335.00        |
|                          | 45                           | 875  | LONGITUDINAL JOINT ADHESIVE, AS PER PLAN    | 180      | LBS  | 1.80     | 2.00        | 3.80          | 684.00        |
|                          | 46                           | SPEC | CATCH BASIN CLEANING                        | 5        | EA   | 200.00   | 100.00      | 300.00        | 1,500.00      |
|                          | 47                           | SPEC | MISCELLANEOUS METALS, AS PER PLAN           | 2100     | LBS  | 1.00     | 1.00        | 2.00          | 4,200.00      |
| MEADOWWAY DRIVE SUBTOTAL |                              |      |                                             |          |      |          |             |               | 82,004.00     |
| N. SHAKER BOULEVARD      | 48                           | SPEC | LARGE AREA REPAIRS, AS PER PLAN             | 3650     | SY   | 10.00    | 11.00       | 21.00         | 76,650.00     |
|                          | N. SHAKER BOULEVARD SUBTOTAL |      |                                             |          |      |          |             |               | 76,650.00     |
| MISC.                    | 49                           | 614  | MAINTENANCE OF TRAFFIC                      | 1        | LS   | 57,000   | —           | 57,000        | 57,000        |
|                          | 50                           | 624  | MOBILIZATION                                | 1        | LS   |          |             | 3,500.00      | 3,500.00      |
|                          | 51                           | SPEC | PRECONSTRUCTION DVD                         | 1        | LS   | 792.10   | -           | 792.10        | 792.10        |
|                          | 52                           | SPEC | CONTINGENCY ALLOWANCE                       | 1        | LS   |          |             | \$ 100,000.00 | \$ 100,000.00 |
| MISC. SUBTOTAL           |                              |      |                                             |          |      |          |             |               | 161,292.10    |
| BID TOTAL                |                              |      |                                             |          |      |          |             |               | 664,449.60    |

EXECUTED AT: 44062 THIS 7 DAY OF MAY, 2026

BY: [Signature] TITLE: CFO

NAME: Geauga Highway Co.

ADDRESS: 15651 W High St., Unit 2

CITY, STATE & ZIP CODE: Middlefield OH 44062

PHONE: 440.834.4850

FAX: 440.682.1208

EMAIL: Bid@ghwyco.com

**BID GUARANTY AND  
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned Geauga Highway Co.

15446 W High Street Unit 2, Middlefield, OH 44062

(Name and Address)

as Principal and Western Surety Company

(Name of Surety)

\_\_\_\_\_ as Surety,

are hereby held and firmly bound unto the City of Beachwood

\_\_\_\_\_ as Oblige in the penal sum of the dollar amount

of the bid submitted by the Principal to the Oblige on May 7, 2026 to undertake the project known as:

2026 Asphalt Road Program

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ \_\_\_\_\_). If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

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

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

SIGNED AND SEALED This 7th day of May, 2026.

PRINCIPAL:

Geauga Highway Co.

BY:

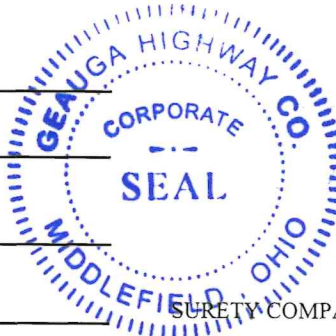
TITLE:

SURETY: Western Surety Company

BY:

Mark Arnold

Attorney-in-Fact



SURETY COMPANY ADDRESS:

151 N. Franklin Street

Street

Chicago

City

IL

State

60606

Zip

800-933-7660

Telephone

SURETY AGENT'S ADDRESS:

Arnold Insurance Agency, Inc.

Agency Name

1400 Haft Drive

Street

Reynoldsburg

City

OH

State

43068

Zip

614-863-0455

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.



# 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

**Mark Arnold, Harry J Bound, Brittany Walton, Rebecca Bryner, Jason D Daniels, Individually**

of Reynoldsburg, OH, 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 -

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 26th day of February, 2026.



WESTERN SURETY COMPANY

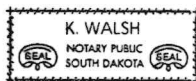
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th 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, 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 7 day of May 2026



WESTERN SURETY COMPANY

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 27<sup>th</sup> 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](http://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 03/24/2026

Effective 04/02/2026

Expires 04/01/2027

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, 2025 that it has admitted assets in the amount of \$2,209,923,080, liabilities in the amount of \$724,112,270, and surplus of at least \$1,485,810,810.

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, 2025**

**ASSETS**

|                                                                         |                         |
|-------------------------------------------------------------------------|-------------------------|
| Bonds                                                                   | \$ 2,001,112,236        |
| Stocks                                                                  | 23,674,439              |
| Cash, cash equivalents, and short-term investments                      | 31,569,622              |
| Investment income due and accrued                                       | 18,609,271              |
| Premiums and considerations                                             | 90,981,144              |
| Amounts recoverable from reinsurers                                     | 961,708                 |
| Current federal and foreign income tax recoverable and interest thereon | 2,927,740               |
| Net deferred tax asset                                                  | 19,934,710              |
| Receivable from parent, subsidiaries, and affiliates                    | 19,958,145              |
| Other assets                                                            | 194,065                 |
| Total Assets                                                            | <u>\$ 2,209,923,080</u> |

**LIABILITIES AND SURPLUS**

|                                                                       |                       |
|-----------------------------------------------------------------------|-----------------------|
| Losses                                                                | \$ 277,849,544        |
| Loss adjustment expense                                               | 61,153,426            |
| Commissions payable, contingent commissions and other similar charges | 17,869,837            |
| Taxes, license and fees (excluding federal and foreign income taxes)  | 4,835,587             |
| Unearned premiums                                                     | 348,533,677           |
| Advance premiums                                                      | 6,351,779             |
| Ceded reinsurance premiums payable (net of ceding commissions)        | 2,616,205             |
| Amounts withheld or retained by company for account of others         | 3,757,322             |
| Provision for reinsurance                                             | 1,180,112             |
| Other liabilities                                                     | (35,219)              |
| Total Liabilities                                                     | <u>\$ 724,112,270</u> |

**Surplus Account:**

|                                       |                         |
|---------------------------------------|-------------------------|
| Common stock                          | \$ 4,000,000            |
| Gross paid in and contributed surplus | 286,896,195             |
| Unassigned funds                      | <u>1,194,914,615</u>    |
| Surplus as regards policyholders      | <u>\$ 1,485,810,810</u> |
| Total Liabilities and Capital         | <u>\$ 2,209,923,080</u> |

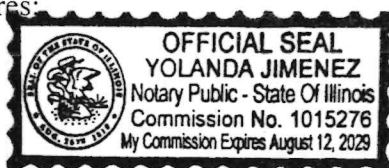
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2025, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee  
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 19th day of March, 2026.

My commission expires:



By Yolanda Jimenez  
Notary Public

**ADDENDUM NO. 1**

APRIL 27, 2026

CITY OF BEACHWOOD

BID DOCUMENTS  
FOR

**2026 ASPHALT ROAD PROGRAM**

BID OPEN DATE: THURSDAY, MAY 7, 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](mailto: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) ROD GRANTER

Signature [Handwritten Signature]

Company GEAUGA HIGHWAY

Date 5-6-26



**ADDENDUM NO. 2**

APRIL 28, 2026

CITY OF BEACHWOOD

BID DOCUMENTS  
FOR

**2026 ASPHALT ROAD PROGRAM**

BID OPEN DATE: THURSDAY, MAY 7, 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](mailto: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) RON CRANER  
Signature [Handwritten Signature]  
Company BEAUGT HIGHWAY-1  
Date 5-6-26

**ADDENDUM NO. 3**

MAY 1, 2026

CITY OF BEACHWOOD

BID DOCUMENTS  
FOR

**2026 ASPHALT ROAD PROGRAM**

BID OPEN DATE: THURSDAY, MAY 7, 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](mailto: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) RON GRANGER  
Signature [Handwritten Signature]  
Company GAUGA HIGHWAY  
Date 5-6-26

### 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:

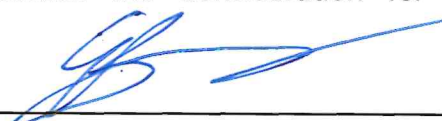
1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ 600,000.00

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

\$ ~~250,000.00~~ 64,449.60 JB

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

### 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        )

Ron Grange  
\_\_\_\_\_ being first duly  
sworn, deposes and says that Georgia Highway residing at  
and \_\_\_\_\_ residing at \_\_\_\_\_ and \_\_\_\_\_  
residing at \_\_\_\_\_ (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]  
\_\_\_\_\_  
Signature

Sworn to and subscribed in my presence this 7 day of May, 2026



[Signature]  
\_\_\_\_\_  
Notary Public



**STATEMENT REGARDING PERSONAL PROPERTY TAXES**

I, Ron Granger, CFO  
(Name) (Owner, President, Etc.)

of Geauga Highway Co.  
Geauga Highway Co do hereby certify that this firm or person  
personal property taxes in Cuyahoga delinquent in the filing and/or payment of  
(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] CPA

Name of Firm GEAUGA HIGHWAY CO

Address 15651 WEST HIGH ST  
#2, MIDDLEFIELD OH 44234

Telephone 440.834.4950

State of Ohio )  
County of Cuyahoga ) SS



Sworn to and subscribed in my presence this 7 day of MAY, 2026

(Notary Seal)

[Signature]  
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:

See attached in Bidder Qual Packet

\_\_\_\_\_

\_\_\_\_\_

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:

IL

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):

IL

\_\_\_\_\_

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:

IL

\_\_\_\_\_

\_\_\_\_\_

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).

11

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

12

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Signature of Bidder

## 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: none  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Description and/or Items of Work: \_\_\_\_\_

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

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: Georgia Highway Co.  
Bidder: [Signature]



### FORM OF PERFORMANCE BOND (Sample)

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

## LABOR AND MATERIAL BOND

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

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

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

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

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

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

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

WITNESS OUR SIGNATURES this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2026

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

### **CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13**

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

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

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

**CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13**

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

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

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

ON BEHALF OF COMPANY:

DATE SIGNED:

\_\_\_\_\_  
\_\_\_\_\_

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

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

**CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13**

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

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

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

ON BEHALF OF COMPANY:

DATE SIGNED:

 PA 5-7-26

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

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

# STATEMENT OF NON-DISCRIMINATION

\_\_\_\_\_ (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:

Date:

\_\_\_\_\_  
President/Official Representative

\_\_\_\_\_



## **BID DOCUMENTS**

# **2026 Asphalt ROAD PROGRAM**

- North Woodland Road
- Meadowway Road
- North Shaker Boulevard

Prepared by:

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



**Adv:** April 22, 2026

**Bids Due:** May 7, 2026 @ 1:00 P.M.



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Attachments:

Prevailing Wage Rates

CITY OF BEACHWOOD  
BID PACKAGE CHECKLIST

FOR: **2026 Asphalt ROAD PROGRAM**

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



Bid Form – Signed



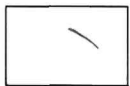
Agreement Relative to Separate Consideration for Incorporation of Tangible Personal Property



Non-Collusion Affidavit – Signed and Notarized



Statement Regarding Personal Property Taxes – Signed and Notarized



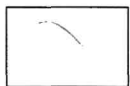
Information Showing Qualifications of Bidder – Signed



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



Bid Bond



Statement of Non-Discrimination



Findings for Recovery Certification

## INVITATION TO BID LEGAL NOTICE

Sealed bid proposals will be **received** by the Clerk of Council of the City of Beachwood, Cuyahoga County, Ohio, at the City of Beachwood Law Department, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1 P.M. local time, on Thursday May 7, 2026** for the work designated below:

### 2026 ASPHALT ROAD PROGRAM

The bids will be publicly opened and read in the Law Department Conference Room at 1:00 P.M. Each bid must contain the following:

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

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of Council of the City of Beachwood. These documents may only be obtained through the office of GPD Group by emailing Matt Glass at [mglass@gpdgroup.com](mailto:mglass@gpdgroup.com) and requesting a digital copy. Digital documents will be provided free of charge. Questions or inquiries should be directed in writing (email) to GPD Group. **No questions will be answered after 4 p.m. on May 1, 2026.**

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

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

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

- 1) Evidence of General Liability Insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy; and
- 2) Evidence of Workers' Compensation coverage.

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

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

To be published: April 23, 2026

Council Authorized: Feb. 17, 2026

## **INSTRUCTIONS TO BIDDERS**

### **A. SEALED BIDS**

The Clerk of Council will receive sealed bids for **2026 Asphalt Road Program** for the City of Beachwood, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 until 1:00 P.M. on Thursday, May 7<sup>th</sup>, 2026. Said bids shall be enclosed in an opaque sealed envelope and marked "**2026 Asphalt Road Program**" and shall bear the name of the bidder.

### **B. DEFINITIONS**

Wherever the word "Owner" occurs herein, it shall mean the City of Beachwood or its duly authorized representative.

Wherever the words "Municipal Authority" occur herein, it shall mean the Mayor of the City of Beachwood or his duly authorized representative.

Wherever the word "Engineer" occurs herein, it shall mean the City Engineer of the City of Beachwood.

Wherever the word "Contractor" occurs herein, it shall mean the party entering into the Contract for the performance of the Work herein required, and the duly authorized representative of said party, or the agent appointed to act for said party in the performance of the Work.

Wherever the word "CWD" or "Division of Water" occurs herein, it shall mean the City of Cleveland, Division of Water. The Engineering Design Office is located in the Public Utilities Building, 5<sup>th</sup> floor, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

Wherever the word "ODOT" occurs herein, it shall mean the Ohio Department of Transportation.

"Addendum" or "Addenda" shall mean the additional Contract requirements prepared by the Engineer and issued in writing and/or drawings by the Engineer prior to the receipt of bids.

### **C. BID FORM**

Each proposal shall be made on the attached "Bid Form" which shall be signed with the full name and address of the individual, proprietorship, partnership, or corporation submitting same. The bid of a proprietorship shall be signed by the owner, the bid of a partnership shall be signed by one of the general partners, and the bid of a corporation shall be signed by a duly authorized officer thereof stating his title. No bid may be withdrawn after delivery to the Owner. The Bidder may, at its discretion, add other pertinent facts or data that it might deem desirable, but its bid **MUST BE ON THIS BID FORM.**

**D. PROPOSAL GUARANTY**

No proposal will be considered unless accompanied by a bond or certified check drawn on a solvent bank and made payable to the Owner in an amount not less than ten (10) percent of the Bidder's Proposal, conditioned upon execution of the contract and the furnishing of a performance bond and labor and material bond both in the forms attached hereto in the event the contract is awarded to the bidder.

**E. CONSIDERATION OF PROPOSALS**

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the Owner will be promoted by such action.

**F. AWARD OF CONTRACT**

The award of the contract, if it is awarded, will be made within sixty (60) calendar days after the opening of proposals to the lowest and best bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. The successful bidder will be notified by letter mailed to the address shown in the proposal, stating that its bid has been accepted and that it has been awarded the contract.

**G. CANCELLATION OF AWARD**

The Owner reserves the right to rescind the award of any contract at any time before the execution of the said contract by all parties, without any liability against the Owner.

**H. RETURN OF PROPOSAL GUARANTY**

All proposal guaranties, except those of the three lowest bidders, will be returned within thirty (30) days following the opening and checking of the proposals. The retained proposal guaranties of the unsuccessful of the three lowest bidders will be returned within thirty (30) days following the award of the contract to the successful bidder. The proposal guaranty will be returned to the successful bidder after it has furnished satisfactory performance and labor and material bonds and has executed the contract.

**I. REQUIREMENT OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND**

Within ten (10) days after it has received notice of the award of the contract, and before entering into a contract, the successful bidder shall furnish (1) a performance bond in the form provided herein in the full amount of his proposal, which bond shall cover the entire contract including the guarantee period and (2) a Labor and Material bond in the form provided herein.

**J. EXECUTION OF CONTRACT**

The successful bidder shall sign and return, the contract, together with the bonds and other required contract documents, within ten (10) days after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Owner, until the execution of the contract. If the Owner does not execute the contract within twenty (20) days following receipt from the bidder of the required contract documents, the bidder will have the right to withdraw his bid without prejudice.

**K. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract and file the acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee (bid bond or bid check) which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the Work may be re-advertised as the Owner may decide.

**L. CONTRACTOR'S INSURANCE**

The Contractor shall take out and maintain during the life of the contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect Contractor and any sub-Contractors performing work covered by the contract from claims for damages, for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or by anyone directly or indirectly employed by either of them. The Contractor shall maintain coverage of the types and in the amounts as specified below. The policy shall name the Owner as an additional insured and the Owner shall be a certificate holder. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance listing the Owner as an additional insured.

The amounts of such insurance shall be as follows:

**BODILY INJURY LIABILITY**

|               |              |
|---------------|--------------|
| EACH PERSON   | \$1,000,000. |
| EACH ACCIDENT | \$2,000,000. |

**PROPERTY DAMAGE LIABILITY**

|               |              |
|---------------|--------------|
| EACH ACCIDENT | \$1,000,000. |
|---------------|--------------|

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

**M. MAINTENANCE BOND**

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense a two-year maintenance bond, in the amount of twenty-five percent (25%) of this contract. The term of the bond shall begin on the date of final acceptance of the improvement and shall guarantee the improvement will remain in good condition for and during the entire two-year period of guarantee. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by the Owner, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, the Owner reserves the right to make such corrections at the expense of the Contractor or bonding company.

**N. WAGE SCALE AND LABOR**

Beachwood Codified Ordinance Section 168.20 requires that no less than prevailing wages be paid to all laborers, workers, or mechanics employed in the Work unless higher or lower rates are specified in the contract documents. The minimum wage to be paid to all laborers, workers and mechanics employed on the Work shall be in accordance with the Schedule of Prevailing Hourly Wage Rates as ascertained and determined by the Ohio Department of Industrial Relations in accordance with Chapter 4115 of the Ohio Revised Code.

**O. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of the bidding documents, shall be properly executed and notarized.

**P. QUALIFICATION OF BIDDER**

The bidder must furnish on the form attached hereto that is a part of the bidding document information relative to the facilities, ability, and financial resources available for the proper fulfillment of the Work.

**Q. SUB-CONTRACTORS**

The bidder shall state on the appropriate contract form the names of all sub-Contractors proposed and the items of work they are to be assigned. All work not assigned to a sub-Contractor shall be assumed by the Owner to be performed by the bidder.

The successful bidder shall not subcontract work totaling more than 30% of the total contract amount.

The Owner reserves the right to approve all sub-Contractors proposed by the bidder. If the Owner, after due investigation, rejects the use of a proposed sub-Contractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its proposal without sacrificing his bid security. Any listed



sub-Contractor to whom the Owner does not make written objection prior to award of contract shall be deemed acceptable to the Owner.

Requests by the bidder for changes of sub-Contractor after the award of contract shall be subject to the Owner's approval and shall not change the contract bid prices.

**R. ESTIMATES**

Payment for the Work will be made in the following manner and conditions:

The Contractor shall submit monthly estimates of the amount, in its opinion, of the Work completed to date.

The Engineer shall review the monthly estimates, make such changes, as he deems appropriate and total the amount of work completed on the project as of the date submitted.

The Engineer shall then subtract 10% of the total amount of work completed to date, which shall be retained as described below.

The Engineer shall then subtract from the total derived from the paragraph above, all previous payments made to the Contractor for prior monthly estimates. This total amount remaining and due the Contractor for work completed shall be paid to the Contractor by the Owner not less than forty-five (45) days from receipt of the estimate by the Engineer.

The approval of any estimates, or payment made shall not be taken or construed as an acceptance of worth so estimated. The ten percent (10%) remaining unpaid will be retained as a guarantee that the Contractor will faithfully and completely fulfill all of the obligations and conditions imposed by the contract and specifications and will pay any damages caused by reason of any failure on the part of said Contractor to fulfill all the conditions and obligations herein contained. In case the Contractor fails to comply with the terms of these specifications or fails to comply with the orders or directions of the Engineer herein provided for, the Owner reserves the right, and the Contractor hereby assents to the same, of withholding the payment of any monthly estimate until the terms, orders, or directions are complied with to the satisfaction of the Engineer.

Upon completion of this work as required by the contract and to the satisfaction of the Engineer the 10% of monies earned, which are retained, shall be due and payable.

All estimates made prior to the final estimate shall be subject to correction at the time of the final estimate and final payment.

**S. CLOSING DOCUMENTS**

The following documents, which are part of the bidding documents, shall be properly executed, notarized, and submitted to the Owner before the surety is released or final payment due.

- a. Affidavit of Contractor
- b. Affidavit of Compliance Prevailing Wages
- c. Consent of Surety for Final Payment



**T. PLANS AND SPECIFICATIONS**

Bidders are advised to examine the plans and specifications for the proposed Work carefully. These are on file at the office of the Clerk of Council of the City of Beachwood. These documents may be obtained at the office of Clerk of Council, Law Department, 25325 Fairmount Boulevard, Beachwood, Ohio 44122. Inquiries can be directed to Maggie Bartlett at [mbartlett@gpdgroup.com](mailto:mbartlett@gpdgroup.com). It is expected that every bidder will become familiar the plans and specifications before submitting a bid.

Bidders are also expected to examine the ground or place where the work is to be done and judge for themselves all the circumstances affecting the cost of the work and the time required for its completion before submitting their proposals.

## **GENERAL CONDITIONS**

### **A. CERTIFICATIONS OF MATERIALS AND CONFORMANCE TO SPECIFICATIONS**

Before placing any material in the Work, the Contractor shall furnish the Engineer with a manufacturer's certification that the material to be provided conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any labor hereunder which does not, in all respects, conform to the specifications will be rejected. The Contractor shall be notified at once of the rejection and the reason why therefor, which will be confirmed in writing. If the Contractor fails to effect immediate replacement of rejected materials and labor with materials and labor meeting the requirements specified, the City may purchase in the open market replacement materials and labor required, up to the amounts rejected. The Contractor and its surety shall be liable to the Owner for the cost of such materials and labor. The Engineer shall have the right to suspend all or any part of the Work when the Contractor is not doing the Work in accordance with the provisions of the contract.

### **B. UNACCEPTABLE MATERIALS**

All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the Work unless otherwise instructed by the Engineer. Materials which have had defects that have been corrected shall not be used until approval has been given. The Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from monies due or to become due to the Contractor if the Contractor fails to comply immediately with any order of the Engineer made under the provisions of this section.

### **C. RELOCATION OF UTILITIES**

The Contractor shall make arrangements with any utility company for the relocation of utility poles, underground conduits, gas lines and valves required to be relocated or adjusted, at no cost to the Owner.

### **D. PROTECTION OF PROPERTY AND WORK**

The Contractor shall, at his own expense, support and protect all structures, conduits, wires, trees, water pipes, gas pipe, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered during construction. Contractor shall repair and make good any damage caused to such property.

The Contractor shall provide proper facilities, take all necessary precautions, and assume the entire cost for protecting the Work against vandalism, weather conditions and for handling all storm and floodwater, sewage, seepage, ice or snow that may be encountered during the performance of the contract.

### **E. SCHEDULING AND WORK HOURS**

The Contractor shall submit a schedule for work to be performed, which must meet with the approval of the Engineer prior to the start of construction. All work on this contract, unless otherwise stated on the plans, will be limited from **7:00 AM to 7:00 PM Monday through**

**Friday**, except in cases of emergency, and then may be performed only if permission is obtained from the Engineer and adequate lighting facilities are used. **Owner must approve Saturday work in writing. No work will be permitted on Sundays and Holidays except to save property or life, or in case of extraordinary emergency, and then only as authorized or directed by the Engineer.** The Contractor shall schedule the Work for this project to be completed within **60 Calendar days** of Notice of Authorization to Proceed.

Aforementioned Holidays reference all Holiday's observed in the City which include but is not limited to:

- Purim – March 2<sup>nd</sup> and March 3<sup>rd</sup>
- Passover – April 1<sup>st</sup> thru April 9<sup>th</sup>
- Easter – April 5<sup>th</sup>
- Shavuot – May 21<sup>st</sup> thru May 23<sup>rd</sup>
- Memorial Day – May 25<sup>th</sup>
- Independence Day – July 4<sup>th</sup>
- Labor Day – September 7<sup>th</sup>
- Rosh Hashanah – September 11<sup>th</sup> thru Septmeber13<sup>th</sup>
- Yom Kippur – September 20<sup>th</sup> and September 21<sup>st</sup>
- Sukkot – September 25<sup>th</sup> thru October 2<sup>nd</sup>
- Shemini Atzeret / Simchat Torah – October 2<sup>nd</sup> thru 4<sup>th</sup>
- Columbus Day – October 12<sup>th</sup>

#### **F. TIME FOR COMPLETION**

Work on this contract shall commence within ten (10) working days from the date of Notice of Authorization to Proceed and be completed within **60 calendar days** of Notice of Authorization to Proceed.

The Work shall be carried on with such force, in such manner and order, and at such locations that the whole Work shall be performed within the number of working days as mutually agreed upon for each street, or as may be modified or extended as mutually agreed upon, and as computed from the date of notice to perform. The Contractor shall work continuously until the Work is completed and shall not leave the job site until all the Work is acceptable to the Engineer.

#### **G. LIQUIDATED DAMAGES**

The Contractor acknowledges and agrees that time is of the essence to the contract and that if the Contractor shall fail to complete the Work per street as herein provided within the time fixed, or extended as mutually agreed upon, the Owner may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Contractor, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

The Contractor acknowledges and agrees that, inasmuch as the Owner will sustain expenses and inconveniences and other damages in the event that the Contractor fails to perform the Work per street herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements,

some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated in **CMS table 108.07-1**.

**H. COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS**

These specifications, the supplemental specifications, the plans, special provisions, and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; specifications will govern over plans; supplemental specifications will govern over specifications and plans.

**I. FINAL CLEANUP**

Prior to and at the request of the Engineer, the Contractor at its own expense shall make a final clean up of the project to the satisfaction of the Engineer and Municipal Authority.

**J. AUTHORITY OF THE ENGINEER**

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed and rate of progress. He will decide all questions that may arise as to interpretation of the plans, specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

**K. LAWS TO BE OBSERVED**

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees of authorities having any jurisdiction or authority, which in any way affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or SubContractor, nor any person acting on behalf of such Contractor or SubContractor shall discriminate against any citizen of The United States in the employment of laborers or workers who are qualified and available to perform the Work to which the employment relates, nor discriminate against any such person by reason of race, sex, creed, color or disability, in so far as said disability does not preclude said individual from performing the Work intended.

No Contractor, SubContractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, creed, color or disability.

**L. CONTINGENCY QUANTITIES**

"As Directed" and/or contingency quantities have been included in the Bid Proposal as part of the Contract for use at locations within the project as directed by the Engineer. The Contractor shall not order materials or perform work for "as Directed" or contingency items unless authorized by the Engineer. The actual work locations and measured quantities used for such items shall be determined in the field.

**M. QUANTITIES OF WORK**

The quantities of work set forth herein are approximate and the Owner reserves the right to modify them or delete any or all of them upon notice to the Contractor. The Owner may extend the quantities contained herein as may be mutually agreed to by the Contractor. When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations, or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder causing subsequent loss of expected reimbursements therefore or from any other cause.

**N. SCOPE OF PAYMENT**

The Contractor shall receive and accept compensation provided for the contract as full payment for furnishing all materials and equipment and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof.

**O. SHOP DRAWINGS**

Four (4) copies of all shop drawings, schedules and similar documents, as required, must be furnished to the Engineer. Approval by the Engineer shall in no way relieve the Contractor from responsibility for proper measurements, fitting, and construction of the Work, nor from the necessity of furnishing materials or workmanship required by the Engineer's drawings and specifications, which may not be indicated on shop drawings, etc. when inspected.

**P. RESTORATION OF PROPERTY WITHIN WORK LIMITS**

The Contractor is cautioned that private landscape features such as but not limited to lawn sprinklers, split rail fences, hedges, flowerbeds, decorative electric or gas light poles, etc. are located within the project's work limits, which may interfere with work. It shall be the Contractor's responsibility to visit the site and determine the elements of landscape features that will interfere with work prior to bid submittal. The Contractor shall be responsible to protect and remove, store and re-install any landscape feature that will interfere with the Work. The Contractor shall be responsible to coordinate with utility companies, such as gas or electric, the temporary disconnection of service as necessary. After completion of the project's construction and before final acceptance, the Contractor shall restore such removed property to condition similar or equal to that existing by repairing, rebuilding, re-connection of utility services or otherwise restore as directed and in an acceptable manner to the Owner.

By submitting a bid, the Contractor certifies he has visited the project site and has determined for himself the landscape items that will interfere with work and may in any manner affect cost, progress or performance of work.

This work shall be considered a subsidiary obligation of the Contractors whose payment shall be included with all other contract prices.

**Q. PREQUALIFICATION OF ASPHALT AND CONCRETE PAVERS**

ODOT prequalification will be required for concrete and asphalt paving for this contract. Evidence of prequalification shall be submitted to the City upon request.

### **DETAILED SPECIFICATIONS**

Unless modified by the Project Specifications, Plan Notes, Plan Details or Ordinances of the City of Beachwood, roadway work construction materials and procedures shall be in accordance with the 2023 State of Ohio, Department of Transportation (ODOT), Construction and Materials Specifications (CMS). If conflicts occur, the Engineer shall determine the governing authority. The Contractor shall keep a current copy of the CMS on site.

The latest edition of the "American Society of Testing Materials" manual, including all General Provisions contained therein, shall be included in this project unless specifically amended hereinafter. All references to "A.S.T.M" or ASTM Specifications shown herein refer to items in said specifications.

The work contemplated under the contract for **2026 Asphalt Road Program** shall include the furnishing of all material, labor, superintendence, tools, and services for and incidental to the improvements proposed by this contract as specified herein.

### **SCOPE OF WORK**

The work embraced by this contract generally consists of, but is not limited to the following:

North Woodland Road and Meadowway Road – Wearing Course removed (approximately 4 inches), replace curbs as needed, replace base pavement as needed, replace drive aprons as needed, and resurface. Re-Stripe to replace existing.

W.B. Shaker Blvd. (Richmond to Sulgrave) – Large Area Repairs (mill and fill 2").

Bidders are expected to examine the ground or place where the work is to be done and judge for themselves all the circumstances affecting the ease of the work and the time required for completion before submitting their bids.

## **UTILITIES**

The Contractor shall locate all utilities prior to construction. The following utilities are known to exist within the project limits:

The Illuminating Company  
6896 Miller Road, Suite 110  
Brecksville, Ohio 44141  
(440) 717-6845  
Attn: Mark Robinson

Enbridge Ohio Gas  
320 Springside Dr., Suite 320  
Akron, Ohio 44333  
(330) 571-9135  
Attn. Josh Mis

Cleveland Water Department  
1201 Lakeside Ave., 6th Floor  
Cleveland, Oh 44114  
(216) 664-2444, Ext. 37850  
Attn: Donica Mecaj

City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, Ohio 44122  
(216) 292-1920

A.T.&T. Ohio  
13630 Lorain Ave.  
Cleveland, Oh 44141  
(216) 476-6142  
Attn. James Janis

NEORSD  
3900 Euclid Ave.  
Cleveland, Oh 44115  
(216) 881-6600  
Attn. Robert Stoerker

Cuyahoga County Sanitary Engineer  
2501 Harvard Ave.  
Newburgh Hts., Ohio 44105  
(216) 348-3843  
Attn. Mike Zavoda

The Contractor shall thoroughly review the site and become familiar with all utilities (water, sanitary, electric, gas, telephone, fiber optic cable, etc.) Within the limits of the project which may interfere with the proposed construction. The Contractor shall be responsible for coordination with the affected utility companies if existing utilities must be relocated, or utility appurtenances removed.

## **PROGRESS SCHEDULE**

Before beginning any work, the Contractor shall submit to the owner for approval a detailed schedule of the Contractor's work schedule.

## **CONTRACTOR'S FIELD SUPERVISOR**

The Contractor shall have a full-time field supervisor on the job site at all times work is in progress. The field supervisor shall be on the job site any time sub-Contractors are performing work whether or not the Contractor's own work force is on the job site. The field supervisor shall be an employee of the Contractor and shall have authority to respond and to carry out directives of the Engineer, the service director or their representatives. The cost of providing a full-time field supervisor shall be considered an incidental cost to the contract provided at the Contractor's own expense and no additional payment shall be made for full time field supervisor.



## **CONSTRUCTION OBSERVATION**

No work shall be performed unless in the presence of the Engineer or his authorized representative. The Contractor is required to give 24-hour notice to the City of Beachwood prior to beginning or discontinuing work. The City will provide construction observation at no cost to the Contractor. However, the Contractor shall retain at its own expense the services of an independent testing laboratory to perform concrete quality control. The testing firm's laboratory and on-site field technician(s) shall be certified as qualified to perform such service. Said testing laboratory shall be shown on the listing of Sub-Contractors form of the bidding documents. The owner reserves the right to approve the testing laboratory.

## **CHANGES IN THE WORK**

The owner, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claims for extensions of time caused thereby shall be adjusted at the time of ordering such change. The value of such extra work or change shall be determined in one or more of the following ways:

Case A: At the request of the Engineer, in writing, the Contractor shall submit an estimate of cost for the proposed change. The Engineer's approval of the estimate will be in the form of a change order issued by the owner to all interested parties and shall act as authorization for the Contractor to proceed with the proposed change.

Case B: By unit prices named in the contract or subsequently agreed upon by the owner and Contractor in writing.

Case C: By cost plus percentage or by cost plus a fixed fee.

Note: the choice of Case A, B and/or C lies with the Engineer.

Under "C" Case, the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit due the Contractor.

Pending final allowance of value, payments on account of changes shall be made only on the Engineer's estimate, under Case "C" only.

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, it shall give the Engineer written notice thereof within ten (10) days time after the receipt of such instructions except in an emergency endangering life or property, in which case the required ten (10) days' notice shall be waived and the approval procedure set forth above shall be followed.

Where the Contractor deems extra compensation is due for work or materials not clearly covered in the contract, or not ordered by the Engineer or owner as an extra, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which such claim is based. If the Contractor fails to give such notification or fails to provide the Engineer with appropriate information to facilitate strict account of actual costs, then Contractor hereby waives any claim for such extra compensation.

The Engineer shall have authority, by either verbal or written orders, to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change involving extra cost shall be made unless in pursuance of a written order by the owner, and no claim for an addition to the contract sum will be valid unless so ordered.

#### **EXPERIMENTAL METHODS, EQUIPMENT AND MATERIAL PROHIBITED**

The Contractor shall not use any experimental or untried methods or use or install any experimental or untested materials or equipment or any combination of either or both. Each bidder shall, if so required by the owner, submit evidence establishing that the method of completing any of the work under these specifications has been successfully used for like work for a period of at least five (5) years, or that the materials or equipment or any combination of either or both proposed to be used on, or furnished for such contemplated work, is of a reliable make and is of a type that has been successfully used in practical service outside of the Contractor's works, for a period of not less than five (5) years.

#### **NOTIFICATION**

OUPS: the Contractor shall notify the Ohio Utilities Protection Service (OUPS) at 800-362-2764 at least 48 hours prior to the start of construction so that existing utilities can be located. Non-member utilities must be contacted directly. The Contractor shall take all necessary precautions, at no additional expense to the owner, to avoid damage to existing underground and overhead utility lines during the entire project. In the event of damage to existing public and/or private utilities, the agency concerned shall be notified immediately and all repair work shall be executed in accordance with the specifications of the respective agency at no additional expense to the owner, including any inspection fees or maintenance crews.

#### **CONSTRUCTION STAKING**

All horizontal and vertical control required for the complete layout and performance of the work under this contract shall be performed by the Contractor at his expense.

#### **REMOVAL ITEMS**

All mailboxes, street signs, street signal devices, private signs, highway delineators, and the like (whether shown on the plan or not) encountered in the line of work shall be carefully removed and erected in a temporary location during construction in a manner satisfactory to the Engineer. After completion of construction and before final acceptance of the project, the Contractor shall erect the removed devices in a permanent location as directed by the Engineer. Items damaged during removal shall be repaired; rebuilt or restored to a condition equal or better to conditions existing prior to removal. Mailbox and street sign supports shall be re-installed by embedding in new concrete foundation. Concrete foundations shall have a minimum thickness of 6 inches in all directions beyond the outside dimensions of the supports and be 4000 psi concrete.

All costs associated with performing the removal and re-installation work described above shall be borne by the Contractor at no additional cost to the owner.

## **JOB SITE SAFETY CONSIDERATIONS**

The Contractor shall comply with the requirements of the U.S. Department Of Labor Regulations Under The Occupational Safety And Health Act ("OSHA") Standards For The Construction Industry, 29 Code of Federal Regulations ("29-CFR"), Parts 1910 And 1926.

Under no circumstances shall extra payment be allowed for delays caused by the Contractor's failure to comply with OSHA Standards and Requirements, or for work that is done to cure any non-conforming work or defects due to Contractor's failure to comply with said OSHA standards.

Where working in the "Right Of Way" the Contractor shall follow the requirements of the State of Ohio Department of Transportation's Regulations as set forth in Part 7 of The Manual of Traffic Control For Construction And Maintenance Operations, Latest Edition.

## **INDEPENDENT TESTING LABORATORY**

The Contractor shall perform all work under this section of the specifications. The Contractor shall hire a private laboratory, at his expense, to perform test on construction materials. The testing laboratory shall be subject to the review and prior approval of the Engineer. Any laboratory performing services under this contract shall be able to verify its independence from the construction Contractor and Sub-Contractor, if any, whose work is being tested. The Contractor shall be responsible for performing any materials testing required by the City at the expense of the Contractor.

Compressive strength and flexural strength testing of the concrete being incorporated into the work and compaction testing of earthwork construction, subbase/base construction will be required as directed by the Engineer.

The Contractor shall employ, at his expense an independent testing laboratory meeting the requirements of ASTM C31 and approved by the Engineer.

The Contractor shall notify the Engineer and the testing laboratory a minimum of 24 hours prior to performing work requiring sampling and testing. The Engineer shall have the authority to contact the Contractor's independent testing laboratory directly to schedule sampling and testing services. All costs associated with sampling and testing shall be borne by the Contractor at no additional cost to the owner.

The Contractor shall submit to the Engineer a copy of all testing reports and correspondence from the testing laboratory. The following guidelines shall be used for sampling and testing concrete:

The number of cylinders to be cast shall be the lesser of one cylinder per truck of concrete delivered or two cylinders per each 50 cubic yards of concrete placed.

Two test beams shall be cast each morning and two additional test beams shall be cast each afternoon.

The cylinders shall be tested in the laboratory in accordance with ASTM C39 and the beams shall be tested in accordance with ASTM C78.

Pavements shall not be opened to traffic until test results verify that 75% of the design strength of the concrete has been achieved.

### **COORDINATION WITH OTHER CONTRACTORS**

The Contractor awarded this contract shall coordinate its activities with other Contractors working in the area and shall not hinder access or construction activities with the other Contractors. The successful bidder agrees by submitting such a bid that it will make no claim for additional payments or an extension of time for the completion of other work or any other concessions due to coordination with any other Contractors.

### **PERMITS AND INSPECTION BY OTHER AGENCIES**

The Contractor shall pay for all permits, testing fees and inspection fees to be performed by or required by other agencies at no cost to the owner.

Inspection of the construction (other than items mentioned above) will be performed by the owner at no cost to the Contractor.

### **MOBILIZATION**

This work shall consist of the preparatory work and operations for the assembling and setting up necessary for the project including administration, supervising, storage, and staging areas, signs, barricades, temporary utilities, permits, testing, sediment and erosion control, submittals, and cleaning.

This item includes mobilization to the City and within the City as necessary to complete the work.

This item shall be incidental to the contract.

### **TREE PRUNING**

This improvement contemplates working very close and under trees. Some large limbs may conflict with booms on backhoes, dump trucks or paving equipment. These tree limbs are not to be randomly broken off but removed by an arborist.

The Contractor shall notify the Engineer at least one week before pruning begins. All debris caused by this operation shall be removed at no additional cost to the City.

Contractor must utilize a certified arborist to perform and/or supervise all tree trimming and pruning during the completion of the project. Contractor must provide documentation to the Engineer of the authenticity of a registered certified arborist licensed within the State Ohio, whom he intends to employ for the project.

There will be no additional payment for the performance, clean-up and incidentals items of work to perform tree pruning.

### **STORMWATER POLLUTION PREVENTION**

No stormwater pollution prevention measures are included in the plans; however the Contractor is responsible for implementing erosion control devices such as but not limited to: inlet protection, perimeter filter fabric fence, etc. to prevent silt and debris from entering the storm or sanitary

sewer systems.

### **DUST CONTROL**

The Contractor shall alleviate or prevent a dust nuisance originating from its construction activities by applying water, calcium chloride and/or street sweeping when ordered by the owner or Engineer. Sufficient quantities of calcium chloride shall be stored on the job site at all times to be used for dust control. Street sweeping shall be by the use of a mobile mechanical street sweeper with broom cover. Use of tractor-mounted broom is not acceptable. Cost of this work shall be considered incidental to the project and there shall be no separate measurement or payment for this work. If the Contractor fails to alleviate a dust nuisance as directed by the owner or Engineer, the owner will cause this work to be performed and the cost of said work shall be deducted from payments due the Contractor.

### **ITEMS OF WORK FOR PAYMENT**

#### **ITEM 202 – PAVEMENT REMOVED, AS PER PLAN**

This work shall consist of removing existing concrete drive aprons and asphalt and concrete driveways as specified on the plans and as directed in the field by the Engineer.

All necessary pavement saw cutting, full depth or partial, shall be considered incidental work to this Item and no additional compensation shall be made for pavement saw cutting. Saw cuts must be made to the nearest joint.

Excavation or embankment and subbase compaction construction necessary to construct the replacement drives and aprons shall be in accordance with ODOT Item 203 and shall be considered incidental work to this Item. No additional compensation shall be made for excavation or embankment construction.

Payment for this work shall be made at the unit price bid per square foot for Item 202 – Pavement Removed, which prices shall constitute full compensation for removal and disposal of existing pavement, pavement saw cutting, excavation and/or embankment, maintaining access, construction phasing, and all labor, equipment, tools and incidentals necessary to complete the work.

#### **ITEM 202 – CURB REMOVED, AS PER PLAN**

All specifications for Item 202 - Curb Removed, shall apply and shall be as amended herein. This work shall include all saw cutting, pavement removal, base removal, and curb removal required to install new curbs. All equipment, materials, and labor required to perform the above work shall be considered incidental to the work.

Payment for this work shall be made at the unit price bid per linear foot for Item 202 – Curb Removed, As Per Plan.

#### **ITEM 202 – WEARING COURSE REMOVED, AS PER PLAN (T = 4")**

The intent of this Item of work is to remove the existing asphalt concrete pavement in its entirety

to the concrete surface (regardless of depth). Existing thickness of the asphalt pavement (4") as provided herein is an estimate based on pavement cores. This work shall be in accordance with ODOT CMS Item 202 with the following modifications:

1. Any reinforcing mesh or other steel exposed such that it creates a hazard to vehicles or pedestrians shall be cut and removed.
2. Asphalt shall be removed from around all street castings.
3. Meet additional requirements as stipulated in other sections.

Payment for this work shall be made at the unit price bid per square yard for the actual square yards of wearing course removed, regardless of the depth of pavement removed, as measured by the Owner, which price shall constitute full compensation for all labor, equipment, tools, materials, and incidentals necessary to complete the work as specified.

**ITEM 202 – WALK REMOVED, AS PER PLAN**

**ITEM 608 – 5" CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN**

**ITEM 608 – 6" CONCRETE WALK, CLASS QC MS, FIBER REINFORCED, AS PER PLAN**

This work shall consist of removing existing walks and curb ramps and constructing sidewalks where shown on the plans and as directed by the Engineer in accordance with ODOT Items 608 and 202 with the following modifications:

Sidewalks shall be installed with 5" reinforced concrete (6" when located within residential drives), including a 2" bed of limestone screenings (no slag) in accordance with ODOT Item 608 and with the details provided on the plans. Fiber reinforcing shall be polypropylene fiber reinforcing meeting the requirements of Fibermesh Inforce E3, as manufactured by SI Concrete Systems, or approved equal added to the concrete mix at the batch plant at a rate in accordance with manufacturer's recommendations.

All necessary saw cutting, full depth or partial depth shall be considered incidental work to this Item and no additional compensation shall be made for pavement saw cutting.

Excavation or embankment and subbase compaction construction necessary to construct the sidewalk shall be in accordance with ODOT Item 203 and shall be considered incidental work to this Item. No additional compensation shall be made for excavation or embankment construction.

Payment for this work shall be made at the unit price bid per square foot for Item 202 – Walk Removed, As Per Plan, Item 608 – 5 Inch Concrete Walk, Class QC MS, Fiber Reinforced, As Per Plan, and Item 608 – 6 Inch Concrete Walk, Class QC MS, Fiber Reinforced, As Per Plan which price shall constitute full compensation for all excavation, embankment, subbase compaction, subbase material, expansion joint material, saw cutting, and all labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 251 – PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN**

A quantity of this Item shall be provided for use as directed by the Engineer. The Item shall consist of repairing existing locations exhibiting surface deterioration and placing Item 448 Asphalt Concrete, Type 2 and Item 407 Tack Coat. The asphalt concrete shall be compacted with a Type I



Pneumatic Tire Roller and a Steel Wheel Roller as per 401.13.

At locations where a partial depth joint repair is directed, Contractor shall mill a 2' wide swath of pavement at a depth of 3", followed by placement of tack coat and 3" of Item 448 per above, unless otherwise directed.

It is not the intent to repair every deteriorated area within the project. The Engineer shall determine which areas are to be repaired. Unless otherwise directed by the Engineer, this Item shall be performed after the completion of mainline pavement milling or removal of the wearing course. Also, this Item shall commence within two (2) days of the completion of mainline pavement milling or removal of the wearing course. Payment shall be based on the actual number of square yards of pavement repair.

**ITEM 255 - FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN**

This Item of work shall be in accordance with ODOT Item 255 and as specifically amended herein. The intent of this Item of work is to repair base pavement prior to placement of proposed asphalt pavement courses. All work shall be in accordance with the details contained herein. Full depth saw cutting and any necessary 304 shall be included for payment in this Item.

The following are requirements necessary to complete the work:

- Remove and dispose of concrete base.
- Full depth sawcutting.
- Repairs shall match existing pavement thickness ( or 8" minimum), extend to the same grade as the surrounding base pavement.
- Subbase compaction.
- Corrections, as necessary, to 304 aggregate base deficiencies. Desired thickness will be 6 inches.
- Use of recycled 304 aggregate base will require approval from the engineer prior to use.
- Furnishing and placing dowels and tiebars.
- Placing, consolidating and finishing fiber reinforced concrete, class QC, MS.
- Concrete curing.
- Placement of hot-applied joint sealer.
- Post cure sealer, Sinak S-102 or approved equal.

Single lane closures will be permitted for maintenance of traffic purposes in accordance with the requirements identified in the OMUTCD.

Payment for this item will be at the unit price bid per square yard. This price shall include full compensation for the work described herein including all maintenance of traffic, sawcutting, removal, disposal, addressing subbase deficiencies, subbase compaction, and fiber reinforced concrete, Class QC MS.

**ITEM 407 – NON-TRACKING TACK COAT, AS PER PLAN**

This work shall consist of preparing and treating a pavement base and asphalt leveling course with

a trackless tack asphalt emulsion prior to construction the asphalt surface course in accordance with ODOT Item 407 and as specifically amended herein.

The rate of application of the tack coat shall be 0.085 gallons per square yard of tack coat on the pavement base and 0.055 gallons per square yard for tack coat on the asphalt leveling course.

The Contractor at their own expense, means, and methods, shall protect the Owner's streets from excessive tracking and depositing of asphalt emulsions outside of the work zone, including pavements and intersections adjacent to the project area as well as truck haul route. Asphalt or emulsion/debris mixtures deposited on City from material or other construction equipment vehicle's tires are the responsibility of the Contractor to control and if necessary, may require milling and filling of the damaged surfaced areas.

Payment for this work shall be made at the unit price bid per gallon accepted in place, which price shall constitute full compensation for all labor, equipment, tools, materials, and incidentals necessary to complete the work as specified.

**ITEM 441 – 1.50 INCH ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN**

**ITEM 441 – 2.50 INCH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), AS PER PLAN**

The Contractor shall meet the following paving criteria:

1. The existing asphalt pavement shall be removed to the base concrete. We believe the existing asphalt thickness varies but is mostly 4 inches thick. The base pavement has very little crown and the contractor shall create a proper crown/crossslope by varying the intermediate course thickness.
2. The duration of time between milling and placement of the leveling course shall be no longer than 2 days after the completion of milling operation for each street unless approved otherwise by the Engineer.
3. Provide positive gutter drainage to catch basins for the entire length of the resurfacing. Ponding of water in the gutter line is unacceptable.
4. Provide a consistent finished transverse cross slope of 1/4 inch per foot.
5. New curb height shall be 6" above the new asphalt surface course finished grade unless directed otherwise by the Engineer.
6. Curb reveal (drop curb lip) for replaced drives shall be 1 to 1 1/2" and conform to the driveway apron details.
7. The Contractor shall use whatever means and methods he deems appropriate to accomplish the above criteria including but not limited to obtaining existing topographic data, setting new pavement profile, and varying the intermediate course thickness.

The work, method of construction, and materials for asphalt concrete of the type listed in the typical



sections shall be in accordance with ODOT Items 448, 441, 401 and supplemental specification 908 with the following modifications and the paving criteria listed below:

1. Intermediate course shall meet the requirements of ODOT Item 448, Type 2, PG 64-22.
2. Surface course shall meet the requirements of ODOT Item 448, Type 1, PG 64-22. No recycled materials (RAP or RAS) will be allowed in the surface course. Coarse aggregate shall be limited to limestone.
3. Aggregate shall conform to ODOT Item 703.05.
4. Prior to the start of production, JMFs shall be submitted to the Owner for review and approval.
5. Sawed vertical butt joints shall be constructed at all locations where new asphalt meets existing asphalt or concrete streets and sealed with asphalt cement. Feathered joints are not permitted.
6. Contact surfaces of curbing, gutters, and street casting shall be painted with a thin, uniform coating of bituminous material prior to the asphalt surface being placed against them.
7. Tack coat shall be trackless tack coat. See specifications herein. Apply tack coat on planed and leveling surface in accordance with ODOT Item 407 Tack Coat. Rate of application on a planed surface per manufacturer's recommendations. Application rate may be adjusted in the field upon approval of the Owner's representative.
8. All construction joints and sawed butt joints of both leveling and surface courses shall be treated with Crafco Inc. Pavement joint adhesive or approved equal. Application shall be as per manufacture's recommendations. Pavement joint adhesive shall be applied immediately ahead of the asphalt paving equipment to prevent pickup by crossing traffic. Any claims for damages or cleaning of adhesive pickup shall be the responsibility of the Contractor. This work shall be considered incidental to the project at no additional cost to the Owner.
9. All surface course interfaces with curbs, curbs and gutters, and street casting; and all joints shall be sealed with Crafco Inc. Roadsaver 515 sealant or approved equal. Application shall be as per manufacture's recommendations. This work shall be considered incidental to the project at no additional cost to the Owner.
10. All asphalt concrete pavements shall be placed with a "paving machine". The use of a "spreader box" is not permitted.
11. The completed surface shall be checked with a 10-foot straight edge. The variation of the surface course from the testing edge of the 10-foot straight edge shall not exceed 1/2 inch.
12. Any cracks that develop within one year of completing this work shall be sealed at no cost to the Owner, as directed by the Engineer. The Contractor should anticipate sealing all cracks with fiber-reinforced crack sealing material in accordance with CMS Item 423.
13. Contractor shall restore existing pavement markings, including those outside of the work limits but within all legs of an intersection.

14. ODOT 401.20 asphalt binder price adjustment shall not apply.

This work shall be made at the unit price per cubic yard which includes all work, labor, and material to complete this item as specified, and to the satisfaction of the Engineer.

**ITEM 451 – 6 INCH REINFORCED CONCRETE APRON, CLASS QC MS, FIBER REINFORCED, AS PER PLAN**

This work shall consist of constructing concrete aprons at locations as directed by the Engineer in accordance with ODOT Item 451 with the following modifications:

1. In accordance with maintenance of traffic provisions access to drives shall be maintained at all times except during installation and curing of concrete. Once a curb/drive apron is removed, temporary access shall be maintained by the use of temporary aggregate base furnished, maintained, and subsequently removed by the Contractor or other methods approved by the Engineer. In order to maintain drive access to the maximum extent possible and provide for temporary parking of vehicles on the street, the Contractor shall install new curb and drive aprons in phases. New curbs and aprons shall be installed only on one side of the street at a time. Only when those curbs/aprons are opened for use shall the other side of a street curb/apron installation commence. The Contractor may submit an alternate phasing plan for approval of the Engineer. Cost associated with maintaining temporary access and apron installation phasing shall be considered incidental work of this item and no separate payment will be made.
2. Residential driveway aprons shall be replaced with 6" reinforced concrete as directed by the Engineer, including a 3" bed of limestone screenings (no slag) in accordance with ODOT Item 451 and in accordance with the Beachwood Standard Detail provided in the plans. Concrete shall be class QC MS in accordance with ODOT Item 499. Fiber reinforcing shall polypropylene fiber reinforcing meeting the requirements of Fibermesh Inforce E3, as manufactured by SI Concrete Systems, or approved equal added to the concrete mix at the batch plant at a rate in accordance with manufactures recommendations.

The Contractor is cautioned to follow the details of the drive apron contained in the drive apron detail. Proposed aprons must be installed in accordance with City of Beachwood standards unless directed otherwise by the Engineer.

Payment for this work shall be made at the unit price bid per square foot for Item 451 – 6 Inch Reinforced Concrete Apron, Class QC MS, Fiber Reinforced, As Per Plan, which prices shall constitute full compensation for subbase compaction, subbase material, expansion joint material, maintaining access, construction phasing, and all labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 512 – SEALING OF CONCRETE SURFACES, AS PER PLAN**

The Contractor shall provide all materials, labor and equipment necessary to apply Portland cement concrete sealant to all newly constructed, exposed concrete surfaces, including curb, sidewalks, and pavement as depicted in the plans.

The concrete sealant shall be an approved non-epoxy, non-silicon, non-toxic, non-hydrophobic, non-solvent material, such as Sinak S-101 And S-102 or equal, as approved by the Engineer. This sealant shall be applied at the manufacture's recommended rate of coverage. Contractor to include in his price the cost to return to the project and apply the sealant after the concrete has cured the recommended number of days and should include all temporary MOT required to perform the

operation.

This work shall be made at the unit price per square foot which includes all work, labor, and material. Any necessary cleaning of concrete surfaces will be incidental to this Item of work.

**ITEM 605 – 6 INCH BASE PIPE UNDERDRAINS, AS PER PLAN**

The intent of this Item of work is to remove and replace existing underdrains in conjunction with curb replacement, ADA ramp upgrades, and replacement of existing catch basins with proposed basins, on an as-directed basis.

This work shall consist of removing existing curb underdrains at the locations designated by the Engineer and replacing with new underdrains as directed by the Engineer. This work, method of construction and materials for these Items of work shall be in accordance with ODOT Items 605 and 202 with the following modifications:

Replacement pipe size shall be 6" rigid pipe. Material shall meet the requirements of ASTM D3034 with perforations. Backfill with no. 8 size granular material.

Payment for this work shall be made at the unit price bid per foot for Item 605 – 6 Inch Base Pipe Underdrains, As Per Plan, accepted in place, which price shall constitute full compensation for furnishing, handling, and placing all materials including removal and disposal of existing underdrain, excavation, pipe, granular backfill, and for all labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 608 – CURB RAMP, MS CONCRETE, AS PER PLAN**

The work shall consist of the installation of all incidentals to sidewalk installations to bring the walk area into compliance with ADA curb ramp requirements such as but not limited to truncated dome plates, and curbing at the back of walk to facilitate meeting existing condition elevations. The Engineer shall designate areas of curb ramp installation. The work, method of construction and materials for these Items of work shall be in accordance with ODOT Items 608 and the Beachwood Curb Ramp Details with the following modifications:

1. The surface area of the curb ramp shall be measured and paid for under sidewalk removed and 5" walk replaced Items.
2. The Contractor shall be responsible for constructing the ramp in compliance with ADA requirements.
3. Minimum width of the curb ramp at the gutter line shall be 6 feet.
4. Truncated domes shall be EJIW Detectable Warning Plate, Cast Iron Truncated Domes with Ultrawear Plus applied finish-color grey.
5. Any necessary earthwork and landscape restoration required to transition from back of walk to existing elevations in yards will be incidental to this Item of work.

Note: The Contractor shall schedule a pre-pour meeting with a representative of the Beachwood Service Department and obtain approval for shape, size, and dimensions of the curb ramps prior to

installation.

Payment for this work shall be made at the contract unit price per Square Foot for curb ramp accepted in place, which price shall constitute full compensation for furnishing and installing all incidental materials necessary for ADA compliance and for all labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 609 – CURB, TYPE 6, CLASS QC MS, AS PER PLAN**

This work shall consist of installing curb at the locations designated by the Engineer. The work, method of construction and materials for these Items of work shall be in accordance with ODOT Item 609 with the following modifications:

1. In accordance with maintenance of traffic provisions access to drives shall be maintained at all times except during installation and curing of concrete. Once a curb/drive apron is removed temporary access shall be maintained by the use of temporary aggregate base furnished, maintained, and subsequently removed by the Contractor or other methods approved by the Engineer. In order to restrict drive access to an absolute minimum and provide for temporary parking of vehicles on the street the Contractor shall install new curb and drive aprons in phases. New curbs shall be installed only on one side of the street at a time. Only when those curbs/aprons are opened for use shall the other side of a street curb/aprons installation commence. The Contractor may submit an alternate phasing plan for approval of the Engineer. Cost associated with maintaining temporary access and apron installation phasing shall be considered incidental work of this Item and no separate payment will be made.
2. Height of curb shall be 6 inches above the finished surface course unless adjusted as directed by the Engineer to accommodate existing conditions.
3. Concrete used shall be Class MS in accordance with ODOT Item 499.
4. Concrete curbs shall be reinforced with polypropylene fiber reinforcing meeting the requirements of Fibermesh Inforce E3, as manufactured by SI Concrete Systems, or approved equal added to the concrete mix at the batch plant at a rate in accordance with manufactures recommendations.
5. All necessary pavement saw cutting, full depth or partial, shall be considered incidental work to this Item. No additional compensation shall be made for pavement saw cutting.
6. Contractor shall transition curb sections to meet existing curb sections as directed by the Engineer.
7. **Honeycombing of Curb will not be allowed, all Honeycombed curbs must be removed and reinstalled at no additional cost to the City. Patching of the Curb is not an acceptable solution.**

Payment for this work shall be made at the unit price bid per foot for Item 609 - curb, type 6, class QC MS, as per plan which price shall constitute full compensation for furnishing, handling, and placing all materials including pavement, MS Concrete, fiber reinforcing, pavement saw cutting, dowel and hook bolts, and for all labor, equipment, tools and incidentals necessary to complete the work.

**ITEM 611 – CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN**  
**ITEM 611 – CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN**  
**ITEM 611 – MANHOLE ADJUSTED TO GRADE, AS PER PLAN**  
**ITEM 611 – MANHOLE ADJUSTED TO GRADE, AS PER PLAN (SANITARY)**  
**ITEM 623 – MONUMENT BOX ADJUSTED TO GRADE, AS PER PLAN**

This work shall consist of adjusting/reconstructing to the new finished pavement grade any manhole rim, water valve box, monument assemblies, utility boxes or similar structure in accordance with Item 611, 623, and 638 in the ODOT specifications, except as specifically amended herein. All items/quantities were not field located and locations shown on the plan are not exact.

1. The Contractor shall remove any manhole rim, valve box, monument assemblies, etc., and reset the existing or a new casting to the new grade by the addition of sewer bricks, mortar, concrete or casting self-adjustment. All manholes and catch basins will require new castings. The use of concrete block will not be permitted. If it is necessary to remove any concrete to perform this operation, sawed joints and/or removal to the nearest joint will be required as directed by the Engineer.
2. New castings shall be furnished and installed for all manholes. Payment for furnishing and installing said manhole and catch basin casting shall be included for payment with the adjustment to grade Items. All other street casting shall be replaced as directed by the Engineer and shall be furnished, installed, and paid under the miscellaneous metal Item. Casting removed shall remain the property of the Owner. The Contractor shall deliver said casting to the service yard at a location as directed by the Owner.
3. Proper dimensions shall be verified in the field by the Contractor and approved by the Engineer prior to ordering material. Catch basin castings shall meet the new NPDES Phase II storm water regulations unless that style is unavailable for the specific application. The castings shall be pre-marked with a fish emblem and "dump no waste, drains to waterway" message. New sanitary and storm sewer manhole castings shall be "City of Beachwood" castings per the detail contained in the drawings.
4. All castings shall be coated with asphaltic paint meeting the requirements of AWWA C115/A21.15-88 and shall be 1 mil thick.
5. No riser rings will be permitted.
6. All manholes shall be adjusted with concrete block outs. Concrete shall be Class MS, fiber reinforced in accordance with ODOT Item 499. Fiber reinforcing shall be Fibermesh Inforce E3, as manufactured by SI Concrete Systems, or an approved equal.
7. The top of the 12-inch-thick fiber reinforced concrete block out shall be constructed to the top of the original base pavement or asphalt pavement base.
8. Casting for new structures shall be set to the new pavement finished grade as part of the structure installation. No additional payment will be made for new structure casting set to pavement finished grade.
9. Chimney seals shall be installed on all sanitary manholes. Chimney seals shall be Cretex



Internal Chimney Seals or equal. This Item will be included in the cost of the adjustment or reconstruction of sanitary manholes.

10. All costs associated with the castings and blockouts shall be considered incidental to the respective Item.

Payment for this work shall be made at the unit price bid per each for the type of structure adjusted or reconstructed to grade, which price shall constitute full compensation for furnishing, handling, mixing, and placing all materials, including manhole castings, for removing and replacing all concrete as directed by the Engineer; and for all labor, equipment, tools, and incidentals necessary to complete the work, including concrete blockout and delivery of the casting to the service yard.

#### **ITEM 614 – MAINTAINING TRAFFIC**

The Contractor shall maintain safe and satisfactory traffic at all times in accordance with Item 614 in the latest ODOT Specifications. Access to abutting properties shall be maintained at all times. The Contractor shall not block any drive or road without prior permission of the Chief of Police. If permission is granted to block local access, the Contractor shall notify in writing, all property owners affected well in advance (minimum of three (3) days prior) so as to minimize any inconveniences.

The contractor will be required to submit a maintenance of traffic plan to the City for review and approval prior to commencing any work. The MOT plan shall be provided at the preconstruction conference.

Adequate advanced warning signs in accordance with Item 614 shall be erected. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is in place.

Payment for this item shall be made at the Lump Sum price bid for "Maintaining Traffic", which price shall include full compensation for furnishing, handling, and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work.

#### **ITEM 642 – PAVEMENT MARKINGS**

This work shall consist of furnishing all material, labor, and equipment necessary for the required pavement preparation and application of uniformly retro-reflective pavement marking materials in accordance with ODOT Item 642. The pavement markings shall conform to the latest edition of the "Ohio manual of uniform traffic control devices", these specifications, or as directed by the Engineer.

The intent of this Item of work is to restore the pavement markings to the original configuration upon completion of all roadway work. This work will include stop bars, crosswalks, and edge lines as identified herein or as directed by the Engineer.

Pavement markings which are improperly applied, or improperly located, shall be corrected at the Contractor's expense. Lines applied with insufficient material quantities shall be properly reapplied or shall be subject to acceptance with a deduction of 20 percent. Improperly located lines shall be removed by a method approved by the Engineer and lines shall be applied in the correct locations at the Contractor's expense, including the furnishing of additional approved materials.

The layout and pre-marking lines shall be approved by the Engineer before marking operations are

started.

Pavement marking lines shall be straight or smoothly curved, true to the alignment of the pavement, and shall not deviate laterally from the proper location at a rate of more than 2 inches in 100 feet. No deviation greater than 3 inches will be permitted. Stop lines shall be solid white lines 24 inches wide.

Crosswalk lines shall be solid white lines 12 inches wide spaced 6 feet apart.

Payment for this work shall be made at the contract unit price bid per marking type, which price shall constitute full compensation for all material and all labor, equipment, tools, and incidentals necessary to complete the work including referencing the existing pavement marking configuration.

#### **ITEM 875 – LONGITUDINAL JOINT ADHESIVE, AS PER PLAN**

Product shall be Crafcro Inc. Pavement joint adhesive or approved equal, as determined by the Engineer.

#### **ITEM SPECIAL – MISCELLANEOUS METALS, AS PER PLAN**

This work shall consist of replacing existing street castings, other than manhole castings to be adjusted or reconstructed to grade, as directed by the Engineer. It shall be the Contractor's responsibility to provide the casting of the required type, size, and strength to meet the requirements of ODOT Item 611, utility companies, or the specifications of the Cleveland Department of utilities.

The Contractor is cautioned to use extreme care when adjusting existing castings to grade. Any castings damaged by the Contractor's negligent operations, as determined by the Engineer, shall be replaced with the proper new casting by the Contractor at no cost to the Owner.

Payment for this work will be made at the unit price bid per pound for miscellaneous metal which price shall constitute full compensation for furnishing, handling, and placing all materials, and for all labor, equipment, tools, and incidentals necessary to complete the work. Manhole castings replaced as part of adjusted or reconstructed to grade Items of work shall be paid for under those Items.

#### **ITEM SPECIAL – CATCH BASIN CLEANING**

This work shall consist of cleaning all catch basins, including the catch basin sumps, within the project limits of all debris, such as but not limited to leaves, rocks and stones, masonry, asphalt, and loose concrete, by vacuum or other approved means, as directed by the Engineer. This work shall be the last Item of work performed, which is after all other work is completed including paving and lawn restoration. All debris shall be tested and disposed of at an Ohio EPA approved landfill. Documentation of test and approved landfill shall be submitted to the City prior to final payment.

Payment for this work shall be made at the unit price bid per each for catch basin cleaning which price shall constitute full compensation for furnishing, handling, and removing all debris materials, testing and disposal at an approved landfill, and for all labor, equipment, tools, and incidentals necessary to complete the work.



### **ITEM SPECIAL – PRECONSTRUCTION DVD**

This work shall consist of audio-video taping the construction limits and areas adjacent to the construction limits, as directed by the Engineer, prior to the start of any construction.

Recording shall be on CD rom, DVD, jump drive, or digital file share platform as directed by the Engineer. All video recordings shall begin with the date and time of recording. All tapes, jump drives, or discs will become the permanent property of the Owner.

The primary purpose or intent of the taping is to provide the necessary information for the restoration of surface features including, but not limited to driveways, trees, fences, landscaping features and planters in areas adjacent or immediately outside the work limits that are damaged by the Contractor. In areas where any claims by the homeowner or the Owner against the Contractor the video will assist the Engineer in determining the existing or original condition. Areas that have been damaged due to the Contractor's negligence as determined by the Engineer shall be restored to its original condition at his own expense. The Contractor shall be responsible for restoring areas not clearly shown in the video tape/disc as directed by the Engineer or Owner.

Payment for this work shall be made at the unit price bid per lump sum for Preconstruction Video Which price shall constitute full compensation for all labor, tools, equipment, and incidentals necessary to complete the work.

### **ITEM SPECIAL – CONTINGENCY ALLOWANCE**

The contingency allowance is included for such situations when, in the prosecution of any work or at the direction of the Engineer, it becomes necessary to make alterations or modifications for work or conditions unforeseen in which bid Items cannot be applied or approximate bid quantities are exceeded. The lump sum price stipulated on the bid form for this Item shall be added to the Contractor's bid amount for all other bid Items and included as part of the Contractor's total amount of bid. Contingency allowance shall only be used at the direction and approval of the Engineer.

### **Item Special – LARGE AREA REPAIRS, AS PER PLAN**

This item shall consist of milling and replacement of 2" of asphalt on Shaker Blvd. WB from Richmond Road to Sulgrave.

The Engineer shall mark the limits of the work; however, the limits generally consist of meeting the previous Large Area Repair (7 feet wide along the majority of the south curb line) to the North curb line (approximately 15 feet wide).

The work will be performed on the weekend. Shaker Blvd. WB can be closed to all through traffic. Local access must be maintained to the homeowners. The roadway must be opened at the end of the workday, if the work is not completed in one day.

Payment for this work shall be made at the unit price bid per square yard for Large Area Repairs and shall be full compensation for furnishing, handling and placing all materials and for all labor, equipment, tools and incidentals necessary to complete the work, including maintenance of traffic.

# CITY OF Beachwood

JUSTIN B. BERNIS, MAYOR

## STREET MAP

ALBERT LANE  
ALLEN BOULEVARD  
ALMAR DRIVE  
ANNESLEY ROAD  
AUBURN DRIVE  
BEACHWOOD BOULEVARD  
beachwood high school  
BEACON DRIVE  
BEECHMONT COURT  
BELVOIR BLVD  
BERNWOOD ROAD  
BISCAYNE BLVD  
BLOSSOM LANE  
BRANDON ROAD  
BRENTWOOD ROAD  
BRIAN DRIVE  
BRIDGETON DRIVE  
BRUCEFIELD ROAD  
BRYDEN ROAD  
bryden school  
BUCKHURST DRIVE  
CAMPUS ROAD  
CARDINGTON DRIVE  
CEDAR ROAD  
CEDARVIEW ROAD  
CENTRAL PARKWAY  
CHAGRIN BOULEVARD  
city hall  
COMMERCE PARK ROAD  
COMMUNITY DRIVE  
CONCORD DRIVE  
CRATON ROAD  
CRANBY ROAD  
DEBORAH DRIVE  
DEPTFORD DRIVE  
DIAMNE DRIVE  
DUFFIELD ROAD  
EAST BRANTREE ROAD  
EAST GROVELAND ROAD  
EDGEHILL DRIVE  
EDGEWOOD DRIVE  
ELMHURST DRIVE  
ENTERPRISE PARKWAY  
FARMOUNT BOULEVARD  
fairmount school  
FAIRWOOD GLEN

G-10  
F-14  
L-2  
H-14  
R-13  
E-8  
H-11  
Q-12  
B-11  
M-3  
I-14  
F-11  
E-8  
N-9  
E-7  
F-11  
K-11  
M-9  
M-11  
F-9  
B-7  
E-11  
B-10  
B-7  
M-13  
O-8  
F-12  
P-8  
B-11  
K-11  
H-5  
F-9  
H-10  
J-10  
B-9  
C-8  
C-8  
B-8  
F-8  
F-7  
M-13  
G-10  
F-14

FARNSEIGH ROAD  
FENWAY DRIVE  
FERWOOD ROAD  
FIRE STATION DRIVE  
fire station no. 1  
fire station no. 2  
GEORGE ZEIGER DRIVE  
GLENHILL DRIVE  
GREENWICH AVENUE  
GREENWICH LANE  
HALBUTON ROAD  
HALCYON ROAD  
HALWORTH ROAD  
HARVARD ROAD  
HAWEL DRIVE  
HAWTHORNE DRIVE  
HAZELMERE ROAD  
HENDON ROAD  
HERMITAGE ROAD  
HIGHPOINT ROAD  
HILLTOP DRIVE  
Hilltop school  
HURLINGHAM ROAD  
LARCHMONT ROAD  
LEITCHWORTH ROAD  
library  
LYNDWAY ROAD  
MAIDSTONE LANE  
MARGOT COURT  
MELDON BOULEVARD  
MERCANTILE ROAD  
middle school  
NORTH WOODLAND ROAD  
OLD GREEN ROAD  
ORCHARD WAY  
PARK EAST DRIVE  
PENSHURST DRIVE  
POLICE STATION  
RANSAY ROAD  
RANCH ROAD  
recreation center  
REXWAY ROAD  
RICHMOND ROAD  
SCIENCE PARK  
SHAKERCREST BOULEVARD  
SELKIRK ROAD

N-2  
B-7  
Q-7  
O-10  
G-12  
O-10  
C-13  
D-7  
E-10  
N-5  
C-9  
O-4  
T-8  
M-8  
H-10  
K-10  
H-13  
L-8  
Q-10  
C-10  
C-10  
I-12  
F-7  
W-9  
I-12  
C-8  
E-11  
C-11  
I-10  
Q-9  
H-11  
F-13  
N-6  
C-11  
P-13  
D-10  
F-12  
F-12  
E-7  
F-11  
H-6  
H-12  
L-13  
J-11  
H-10  
H-13

SITTINGBOURNE LANE  
SOMERSET DRIVE  
SOUTH GREEN ROAD  
SOUTH WOODLAND ROAD  
STRATTON ROAD  
SULGRAVE OVAL  
SULGRAVE ROAD  
TIMBERLAND DRIVE  
TUNBRIDGE LANE  
TWICKENHAM DRIVE  
UNION CIRCLE  
VILLAGE LANE  
WENDOVER DRIVE  
WHIBLEDON ROAD  
WOODSIDE LANE  
WOODWAY ROAD

E-10  
L-2  
Q-6  
L-8  
N-6  
K-9  
M-9  
F-10  
D-10  
B-10  
D-14  
D-7  
K-11  
L-11  
C-9

— PROJECT SITE LOCATIONS

GRAPHIC SCALE



( IN FEET )

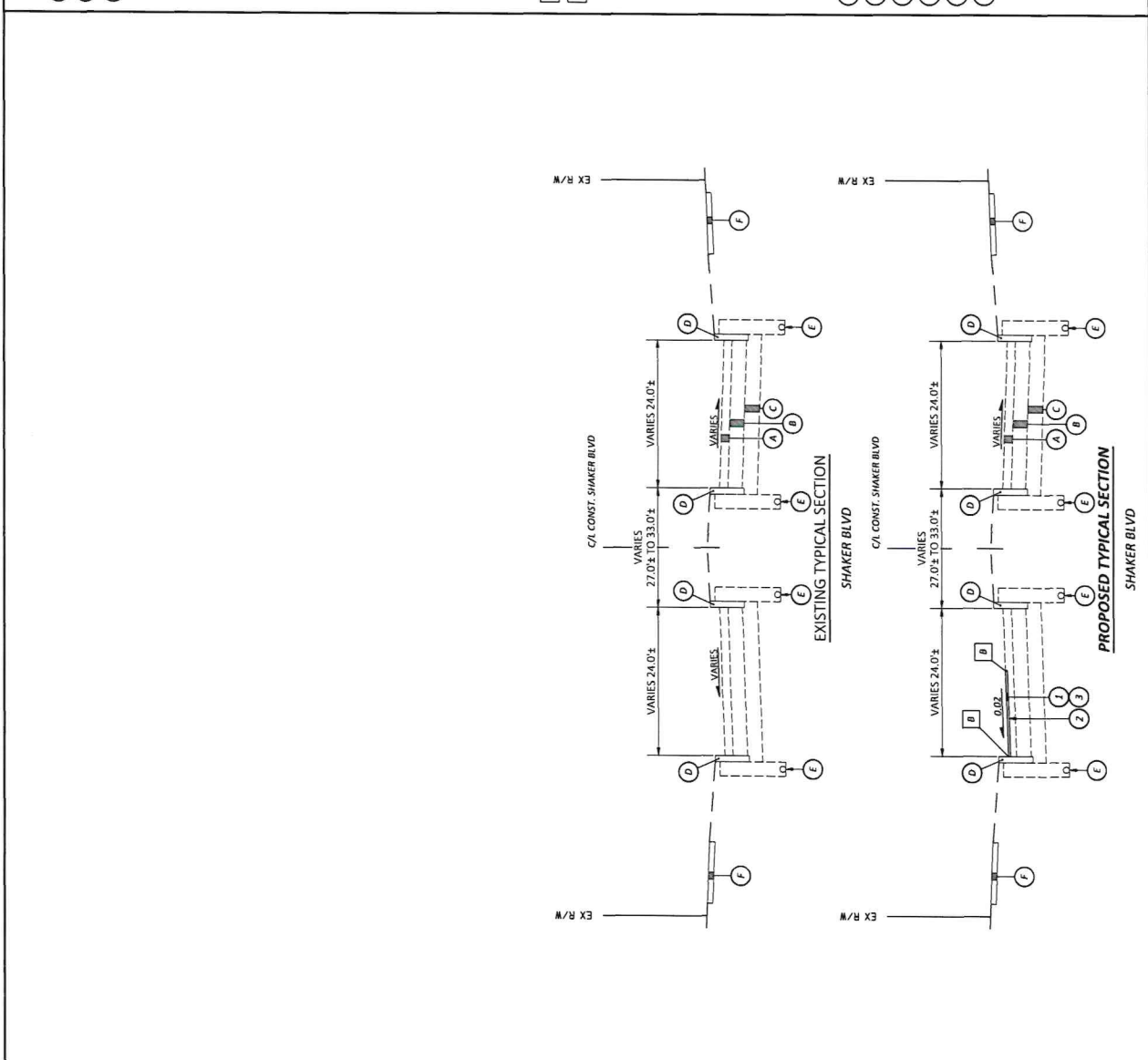
Prepared By :



**GPD GROUP**  
INCORPORATED  
14000 E. 14TH AVE., SUITE 100  
DENVER, CO 80231  
TEL: (303) 751-1111  
FAX: (303) 751-1112  
WWW.GPDGROUP.COM



|                                                                                   |          |     |          |            |
|-----------------------------------------------------------------------------------|----------|-----|----------|------------|
|  | DESIGNER | SAW | REVIEWER | DATE       |
|                                                                                   |          |     |          | 2026/10/07 |
|                                                                                   |          |     |          | 2026/10/07 |
|                                                                                   |          |     |          | 2026/10/07 |
|                                                                                   |          |     |          | 2026/10/07 |



- 1 ITEM 254 - PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN (1"=2")
- 2 ITEM 407 - NON-TRACKING TACK COAT, AS PER PLAN
- 3 ITEM 441 - 2.00" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22, AS PER PLAN

|          |                                                                   |
|----------|-------------------------------------------------------------------|
| <b>A</b> | PLACED AT COLD LONGITUDINAL JOINTS OR AS DIRECTED BY THE ENGINEER |
| <b>B</b> | HOT APPLIED JOINT SEALER, PER 705.04 (INCIDENTAL)                 |

**EXISTING LEGEND**

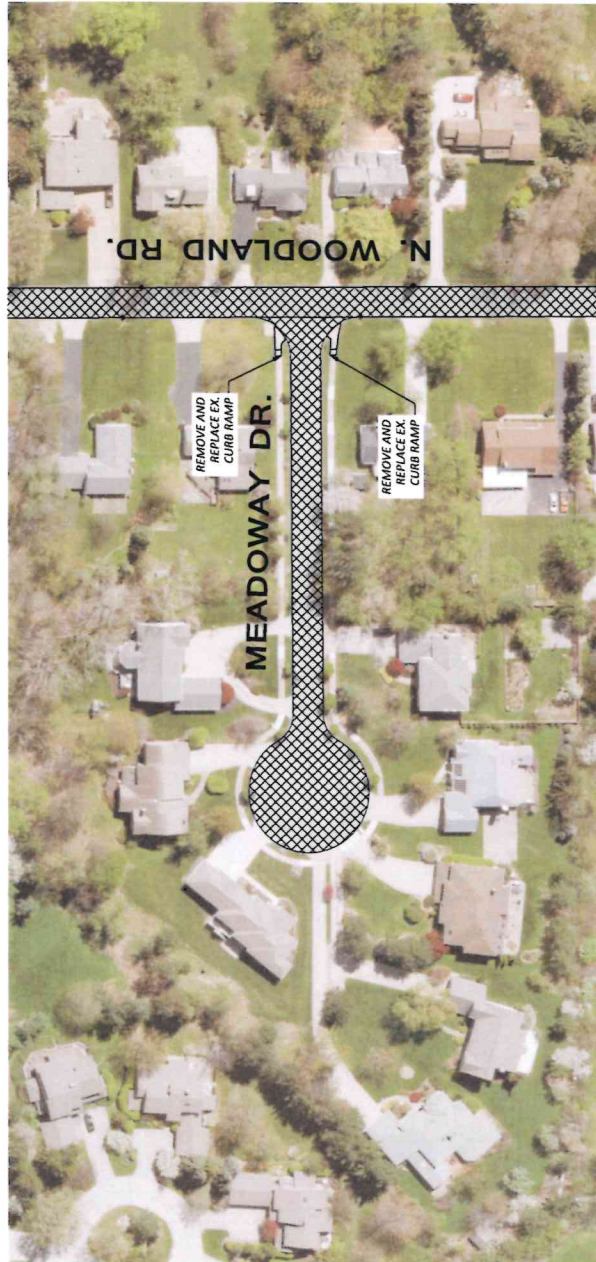
|            |                            |
|------------|----------------------------|
| <b>(A)</b> | EXIST. ASPHALT CONCRETE    |
| <b>(B)</b> | EXIST. CONCRETE BASE       |
| <b>(C)</b> | EXIST. SUBBASE, IF PRESENT |
| <b>(D)</b> | EXIST. CURB, TYPE 6        |
| <b>(E)</b> | EXIST. UNDERDRAINS         |
| <b>(F)</b> | EXIST. WALK                |

|                 |                                                                                                                                                                                                                  |                 |                         |                          |                      |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|--------------------------|----------------------|
| ON SIGHT AGENCY | <br><b>GPO GROUP</b><br><small>10000 Hwy 100, Suite 100 • P.O. Box 10000<br/>         Dallas, TX 75224 • 214-343-7000</small> | ON SIGHT<br>SAW | REV LWR<br>MDG 04/24/26 | PROJECT ID<br>2026119.02 | SHEET TOTAL<br>2   5 |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|--------------------------|----------------------|









LEGEND



RESURFACE, REPLACE ALL CURBS AND APRONS

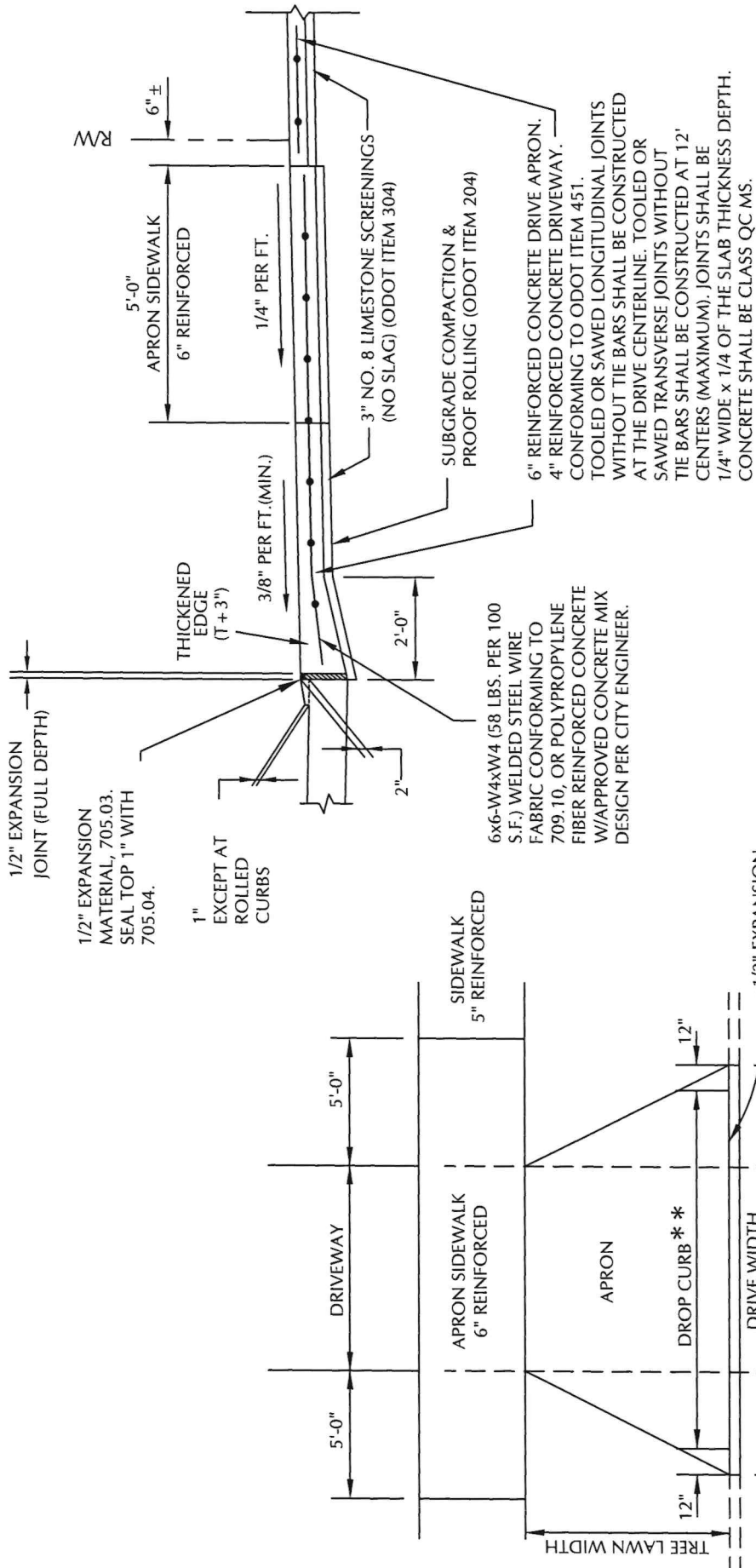




# CITY OF BEACHWOOD

## RESIDENTIAL DRIVEWAY

### DETAIL FOR STREETS WITH CURBS



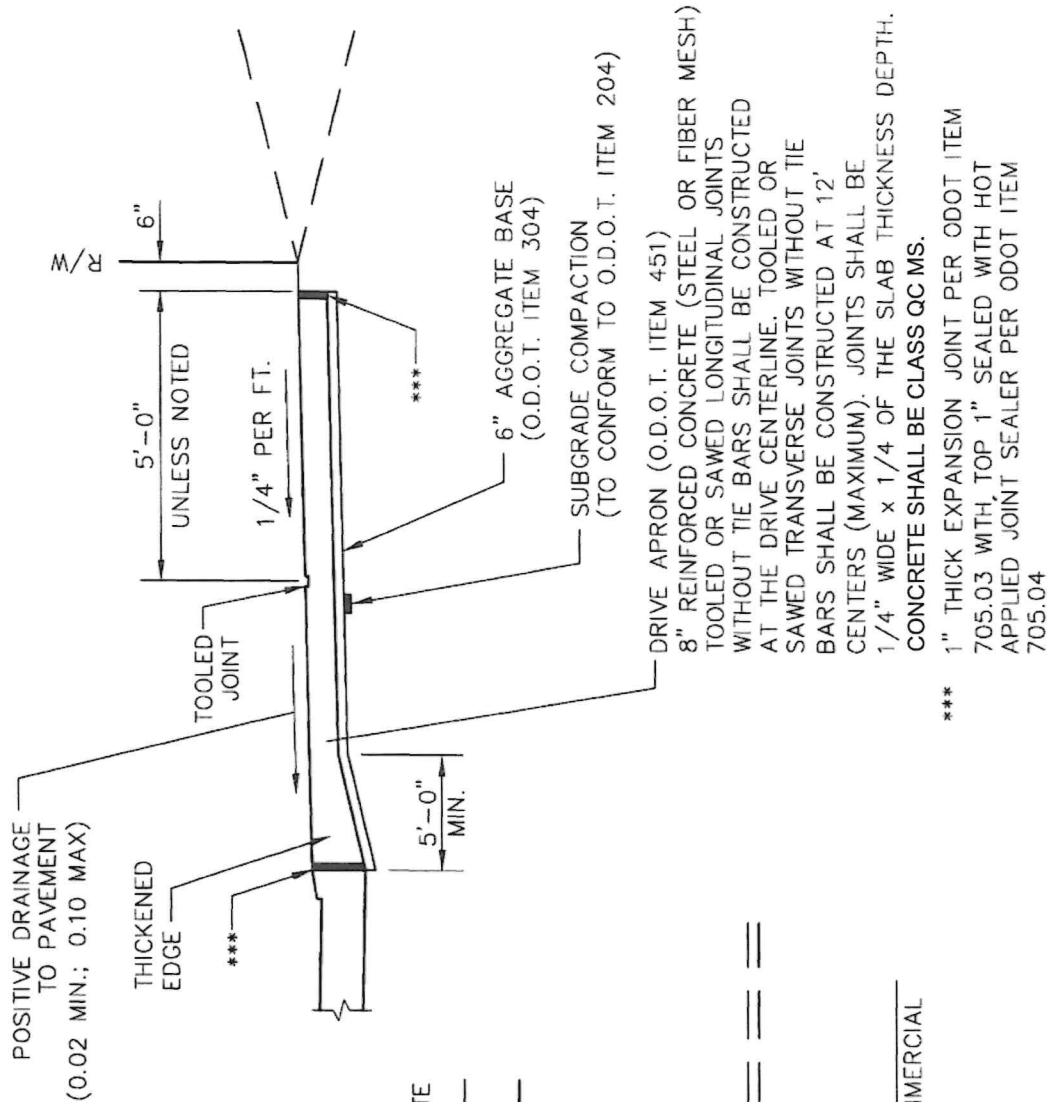
### TYPICAL SECTION

\*\* TRANSITION FROM CURB HEIGHT TO THE DROP CURB (1 INCH) SHALL BE MADE IN THE FIRST TWELVE (12) INCHES OF THE APRON FLAIR.

### PLAN

| TREE LAWN WIDTH | FLAIR WIDTH * |
|-----------------|---------------|
| W < 4'          | 2'            |
| 4' < W < 6'     | 3'            |
| W > 6'          | 4'            |





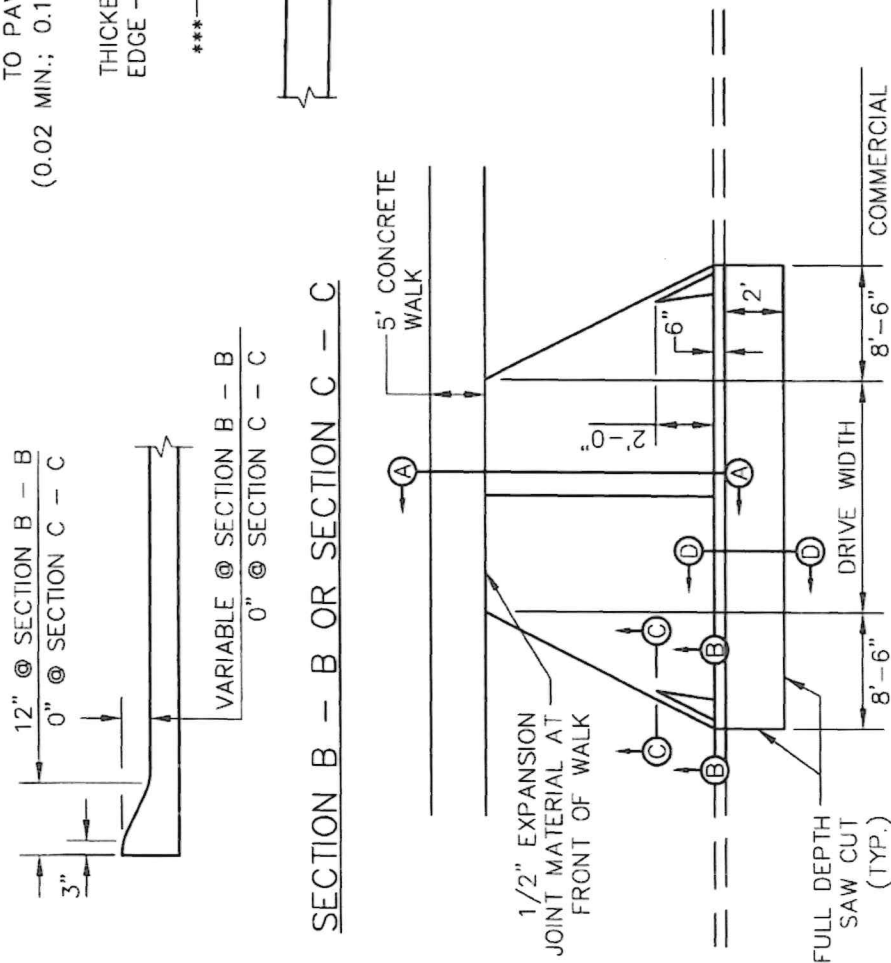
DRIVE APRON (O.D.O.T. ITEM 451)

8" REINFORCED CONCRETE (STEEL OR FIBER MESH) TOOLED OR SAWED LONGITUDINAL JOINTS WITHOUT TIE BARS SHALL BE CONSTRUCTED AT THE DRIVE CENTERLINE, TOOLED OR SAWED TRANSVERSE JOINTS WITHOUT TIE BARS SHALL BE CONSTRUCTED AT 12' CENTERS (MAXIMUM). JOINTS SHALL BE 1/4" WIDE x 1/4 OF THE SLAB THICKNESS DEPTH. CONCRETE SHALL BE CLASS QC MS.

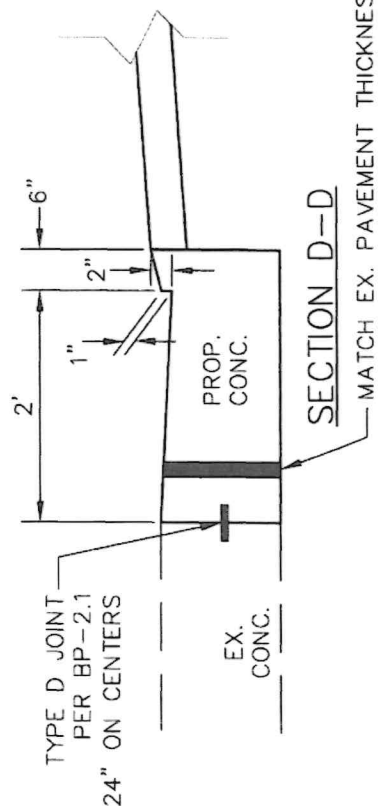
\*\*\* 1" THICK EXPANSION JOINT PER ODOT ITEM 705.03 WITH TOP 1" SEALED WITH HOT APPLIED JOINT SEALER PER ODOT ITEM 705.04

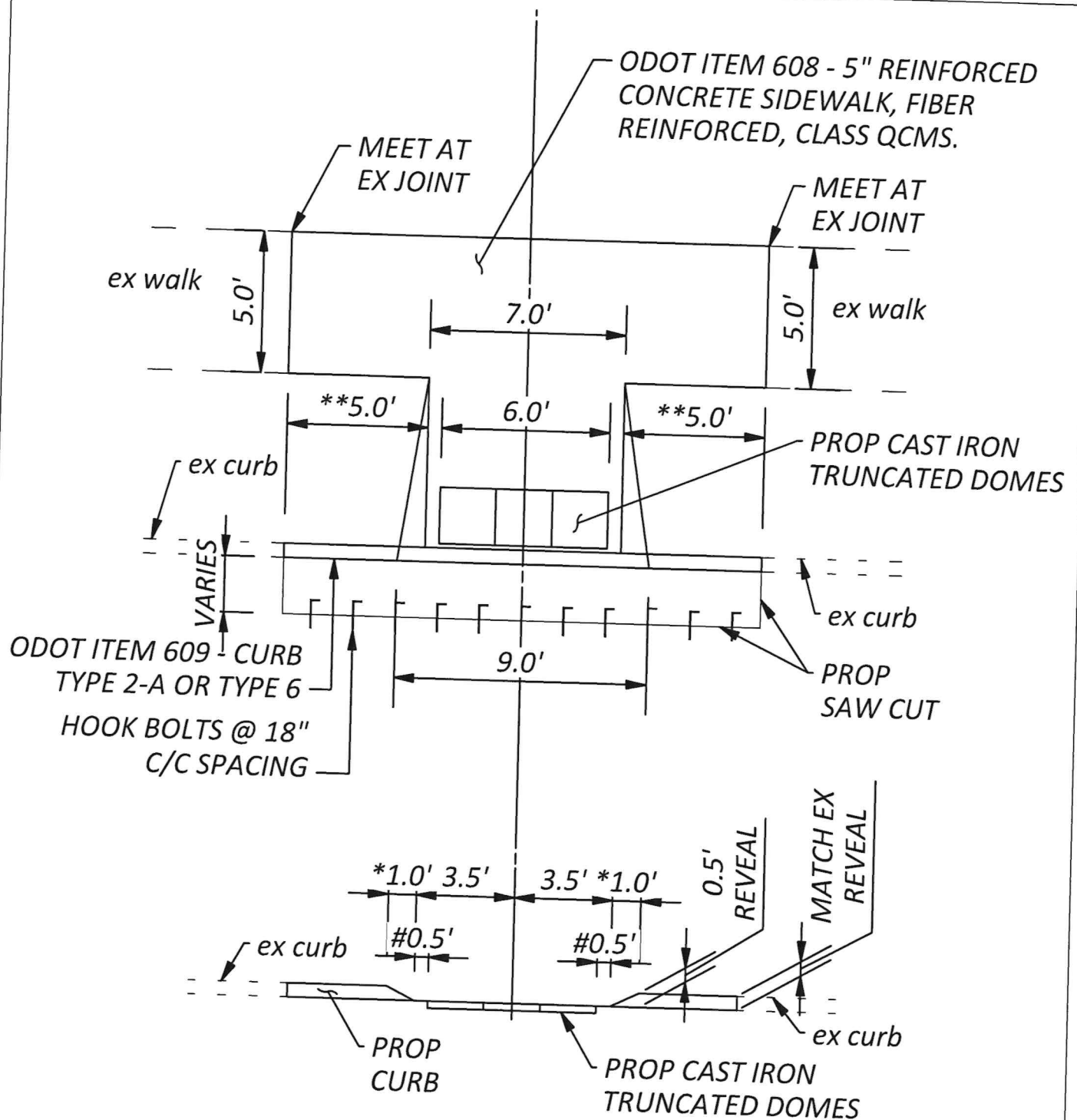
## SECTION A-A

# CITY OF BEACHWOOD COMMERCIAL DRIVE APRON DETAILS



## PLAN





## **CURB RAMP DETAILS**

FOR THE CITY OF BEACHWOOD, OHIO

- # - OPEN SPACE
- \* - FLARE TO FULL HEIGHT CURB
- \*\* - TAPER TO MEET EX. CURB HEIGHT IN 4'

NOTE: ALL JOINTS SHALL BE TOOLED AND RETRACED.

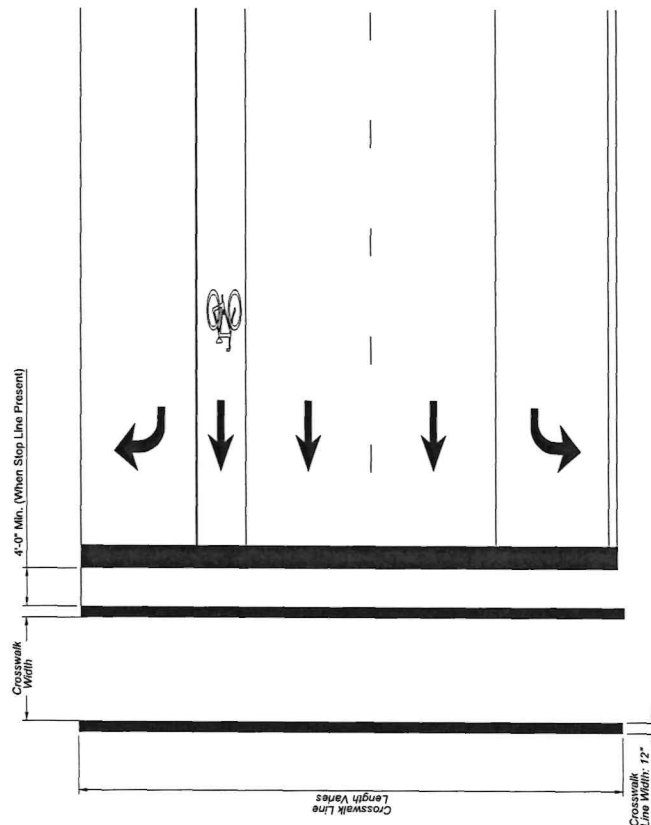
REVISED : 01-24-2025



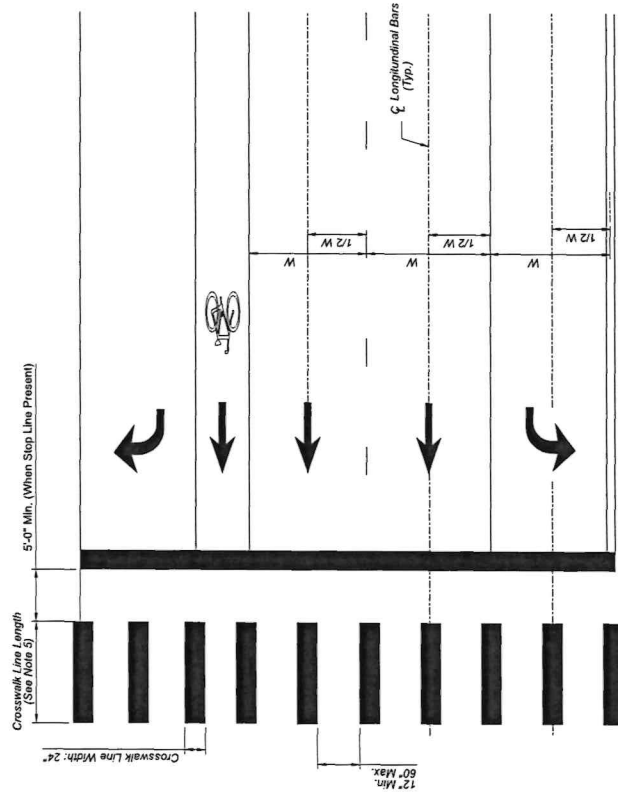
**GPD GROUP**  
Glenn, Pyle, Schomer, Barnes & DeHaven, Inc.

528 South Main Street, Suite 203  
Akron, Ohio 44311  
330.572.2100 Fax 330.572.2191  
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## STANDARD CROSSWALK DETAILS

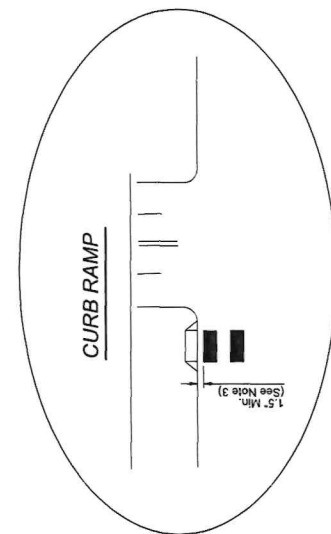


### HIGH VISIBILITY CROSSWALK DETAILS (LONGITUDINAL BARS)

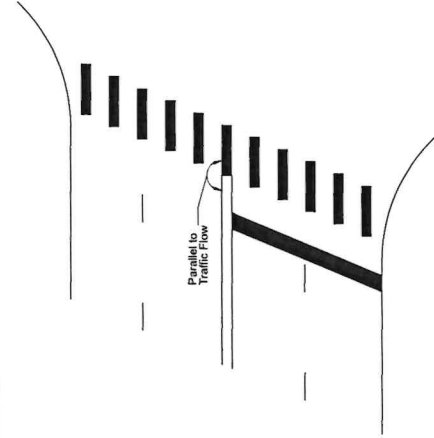


## NOTES:

1. Longitudinal crosswalk lines should avoid the wheel paths if possible by locating them near the center of the travel lane and near the same path as any existing longitudinal pavement markings such as edge, lane and center lines.
2. Gaps between longitudinal crosswalk lines should be as uniform as possible and should not exceed 2.5 times the width of the longitudinal lines.
3. A minimum of 1.5' clear distance shall be left adjacent to the curb face or, in the absence of a curb, the edge of pavement. If last painted area falls into this distance it must be omitted.
4. For divided roadways, adjustments in spacing of the longitudinal bars should be made in the median so that the longitudinal bars are maintained in their proper location across the traveled portion of the roadway.
5. The longitudinal bars at intersections shall be a minimum of 6' long and at least as long as the truncated domes. For tapered truncated domes the longitudinal bars shall be at least as long as the approaching sidewalk or shared-use path. The longitudinal bars shall be a minimum of 10' long at midblock crosswalks.
6. When the High Visibility Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.



SKewed High Visibility Crosswalk Details (Longitudinal Bars)



SIDEWALK OR SEEDING &  
MULCHING, 4" TOPSOIL  
AND TYPE 1 SEED PER  
ODOT ITEM 659

BACK OF CURB/EDGE  
OF PAVEMENT

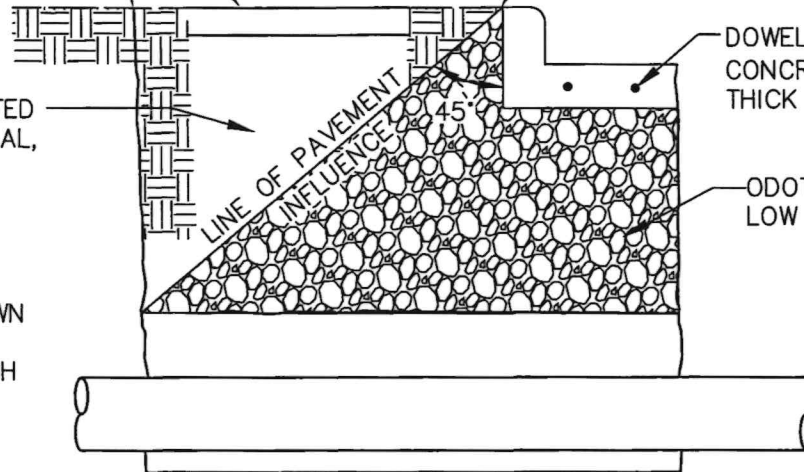
SUITABLE COMPACTED  
EXCAVATED MATERIAL,  
12" MAX LIFT

DOWEL (TYP) IF EXISTING  
CONCRETE MORE THAN 7"  
THICK

ODOT ITEM 613, TYPE 1  
LOW STRENGTH MORTAR.

PAVEMENT NOTES:

1. THICKNESSES SHOWN  
ARE MINIMUM.  
CONTRACTOR TO MATCH  
EXISTING PAVEMENT.
2. ALL AGGREGATES  
SHALL BE CRUSHED, VIRGIN  
LIMESTONE.



TRENCH DETAIL  
N.T.S.

BITUMINOUS SEALER  
PER ODOT ITEM  
705.04, ALL SIDES.  
CUT 1 1/2" DEEP X  
1/4" WIDE GROOVE TO  
ACCEPT JOINT SEAL.

REPLACE TO EXISTING  
JOINT IF JOINT IS WITHIN  
3' OF REPAIR

DRILL 1 1/2" HOLE, 9" DEEP  
AND SECURE DOWELS WITH  
GROUT PER ODOT 705.20  
BLOW OUT HOLES WITH  
COMPRESSED AIR PRIOR TO  
GROUTING. INSTALL GROUT  
RETENTION DISK PER ODOT  
DETAIL BP 2.5, 1.125"  
DIAMETER OPENING.

SAW CUT  
EACH SIDE

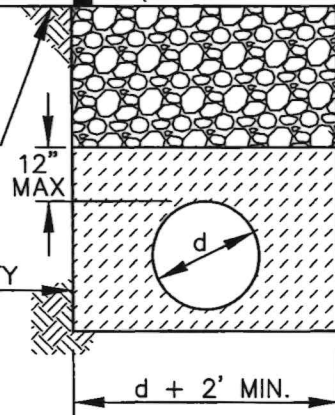
EPOXY COATED 1" DOWEL,  
18" LONG 12" C/C  
(CENTER IN SLAB) (6"  
MIN. FROM SIDES OF  
REPAIR)

1'-0" MIN.  
EACH SIDE

O.D.O.T. ITEM 451, 9" MIN.  
THICKNESS, MATCH EXISTING  
WITH FIBER MESH CLASS MS  
CONC.

ODOT ITEM 613, TYPE 1 LSM.  
EXTEND BEHIND CURB AT A  
45° ANGLE. (SEE ABOVE)

COMPACTED BEDDING PER UTILITY  
OR USE #57 OR #67 ANGULAR  
AGGREGATE. NO SLAG.



NOTE: IF THE REPAIR IMPACTS AN EXISTING EXPANSION JOINT, THE JOINT MUST BE  
RE-ESTABLISHED PER THE CUYAHOGA COUNTY ENGINEER'S DETAIL BP-2.5C, JOINT TYPE X.

TYPICAL SECTION FOR REPAIRING CONCRETE ROADS  
N.T.S.

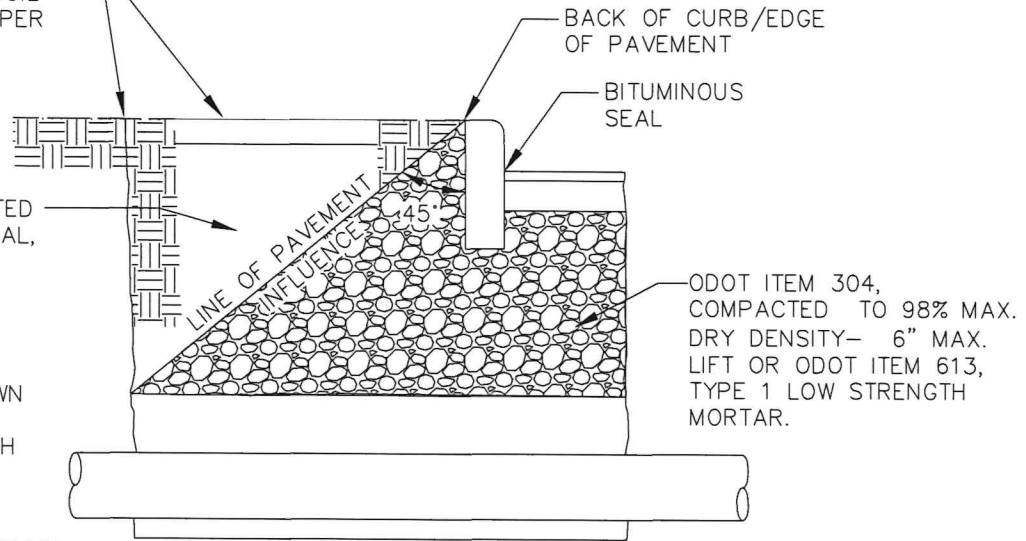
BEACHWOOD OHIO  
STANDARD DRAWING ROAD 1

SIDEWALK OR SEEDING & MULCHING, 4" TOPSOIL AND TYPE 1 SEED PER ODOT ITEM 659

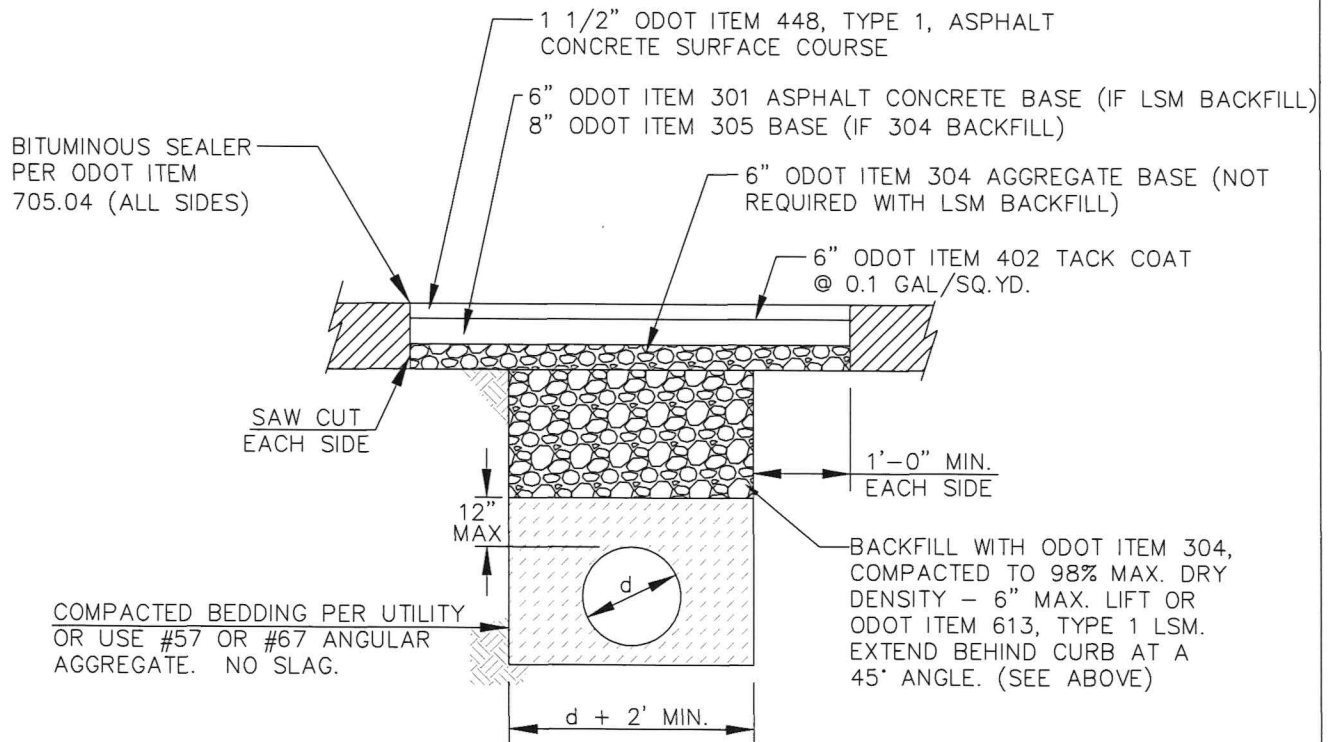
SUITABLE COMPACTED EXCAVATED MATERIAL, 12" MAX LIFT

#### PAVEMENT NOTES:

1. THICKNESSES SHOWN ARE MINIMUM. CONTRACTOR TO MATCH EXISTING PAVEMENT.
2. ALL AGGREGATES SHALL BE CRUSHED, VIRGIN LIMESTONE.



#### TRENCH DETAIL N.T.S.



#### TYPICAL SECTION FOR REPAIRING ASPHALT SURFACE AND ASPHALT BASE ROADS N.T.S

BEACHWOOD OHIO  
STANDARD DRAWING ROAD 2

SIDEWALK OR SEEDING & MULCHING, 4" TOPSOIL AND TYPE 1 SEED PER ODOT ITEM 659

BACK OF CURB/EDGE OF PAVEMENT

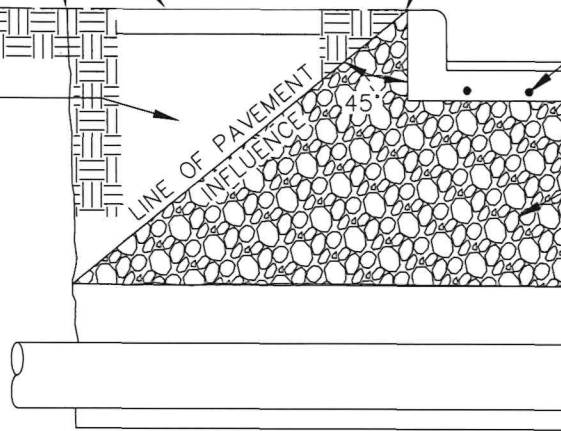
SUITABLE COMPACTED EXCAVATED MATERIAL, 12" MAX LIFT

DOWEL (TYP) IF EXISTING CONCRETE MORE THAN 7" THICK

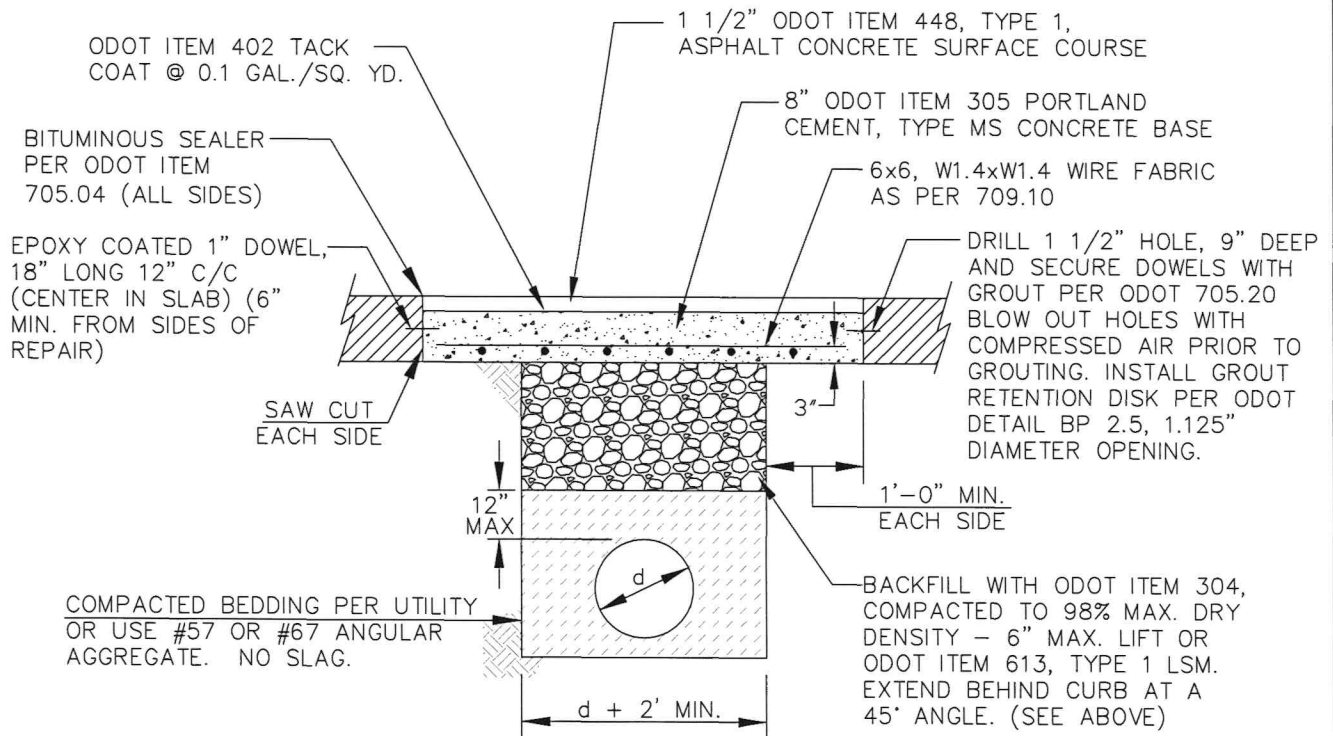
ODOT ITEM 304, COMPACTED TO 98% MAX. DRY DENSITY— 6" MAX. LIFT OR ODOT ITEM 613, TYPE 1 LOW STRENGTH MORTAR.

PAVEMENT NOTES:

1. THICKNESSES SHOWN ARE MINIMUM. CONTRACTOR TO MATCH EXISTING PAVEMENT.
2. ALL AGGREGATES SHALL BE CRUSHED, VIRGIN LIMESTONE.



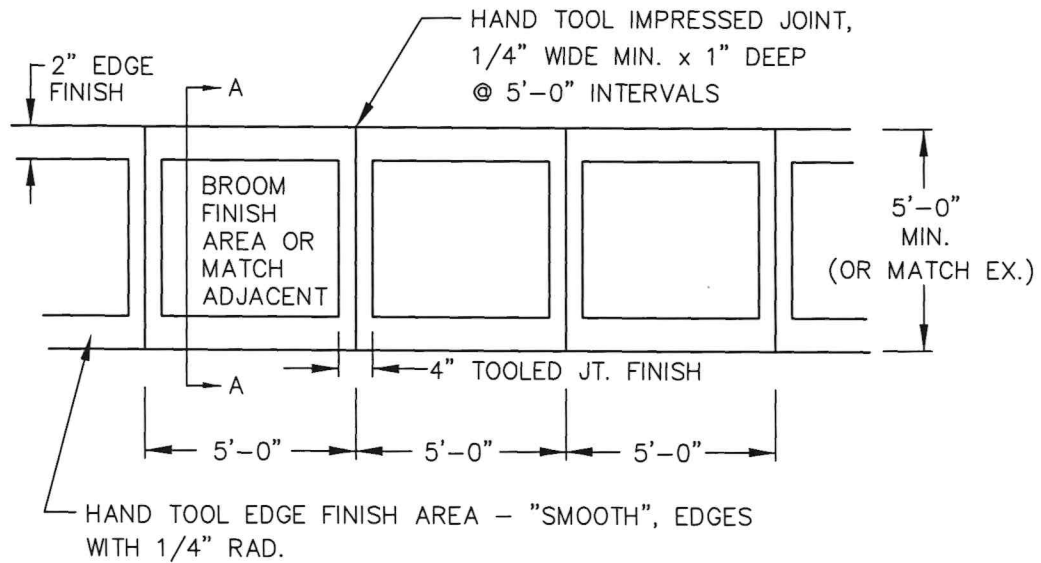
TRENCH DETAIL  
N.T.S.



NOTE: IF THE REPAIR IMPACTS AN EXISTING EXPANSION JOINT, THE JOINT MUST BE RE-ESTABLISHED PER THE CUYAHOGA COUNTY ENGINEER'S DETAIL BP-2.5C, JOINT TYPE X.

ASPHALT SURFACE OVER CEMENT CONCRETE BASE ROAD  
N.T.S

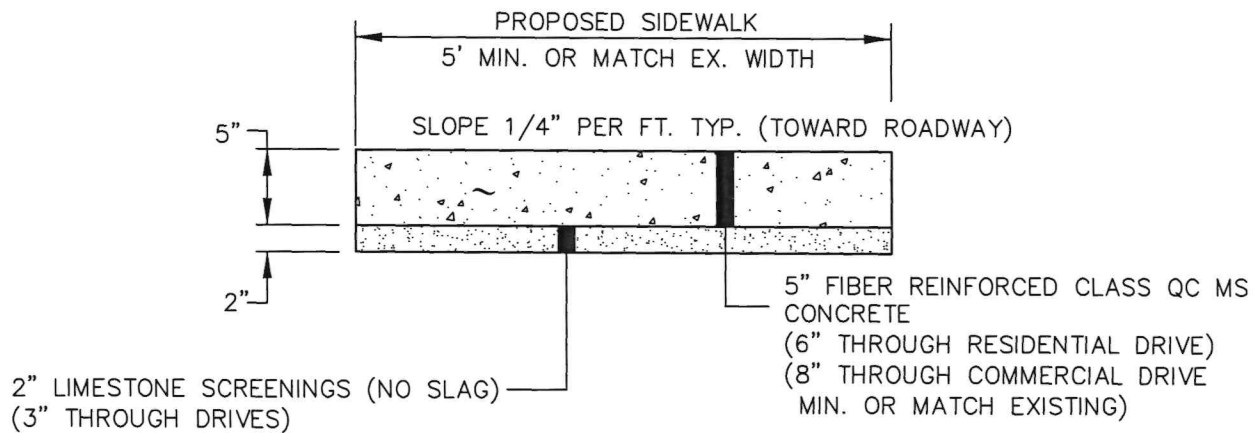
BEACHWOOD OHIO  
STANDARD DRAWING ROAD 3



### PLAN VIEW

N.T.S

NOTE: EXPANSION JOINT SHALL BE PLACED AT FIFTY FOOT (50') INTERVALS AND SCORE MARKS SHALL BE AT FIVE FOOT (5') INTERVALS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH O.D.O.T. ITEM 608. EXPANSION MATERIAL SHALL BE 1/4" THICK (MIN) AND CONFIRM TO ODOT 705.03.



SECTION  
NOT TO SCALE

### CONCRETE SIDEWALK

N.T.S

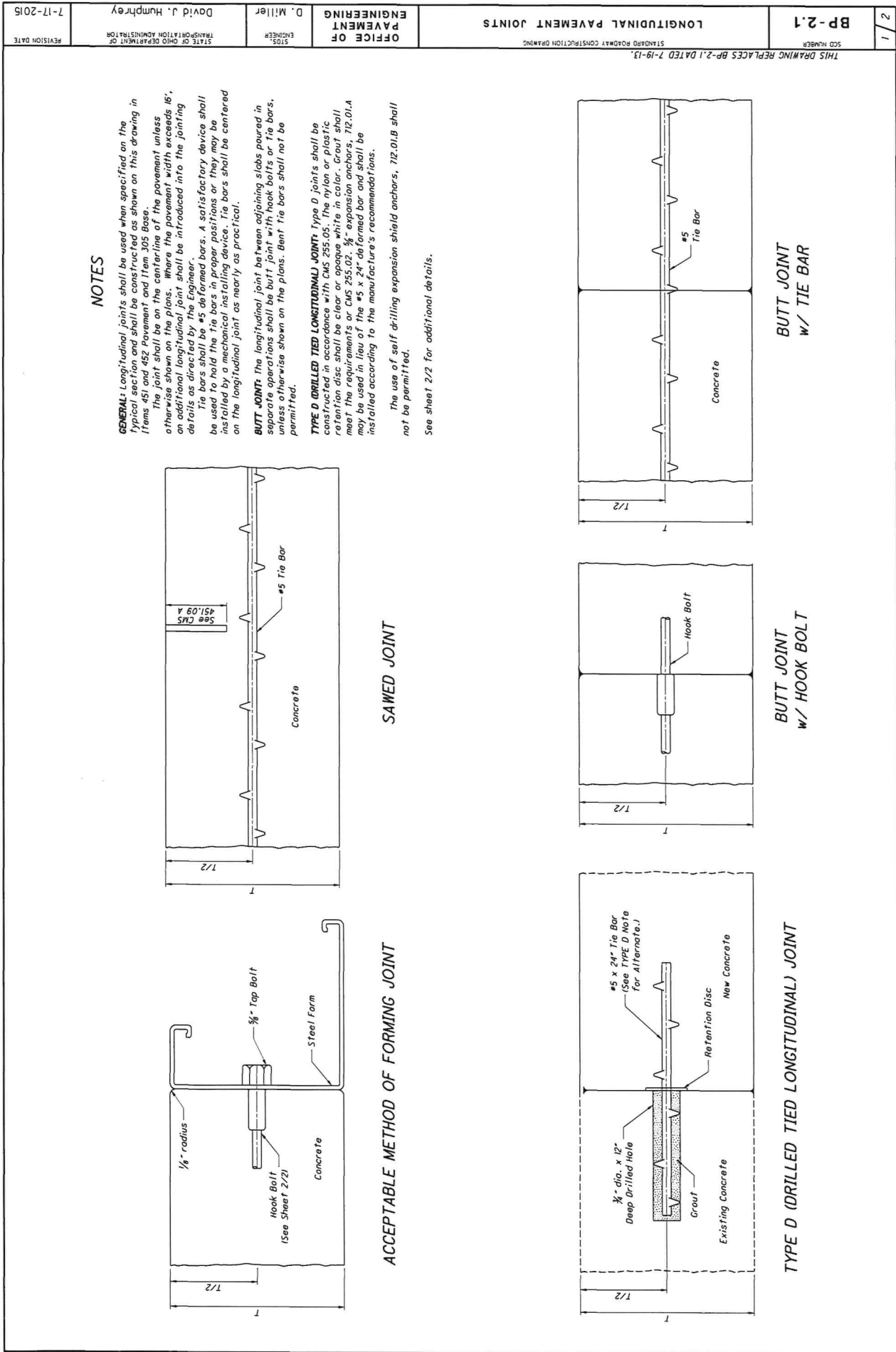
NOTE: SIDEWALK HANDICAP CURB RAMPS SHALL FOLLOW FEDERAL ADA RULES EXCEPT THE BOTTOM OPENING SHALL BE A MINIMUM OF 6 FEET TO ACCOMMODATE SIDEWALK SNOW PLOWS.



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BEACHWOOD OHIO  
STANDARD DRAWING ROAD 4







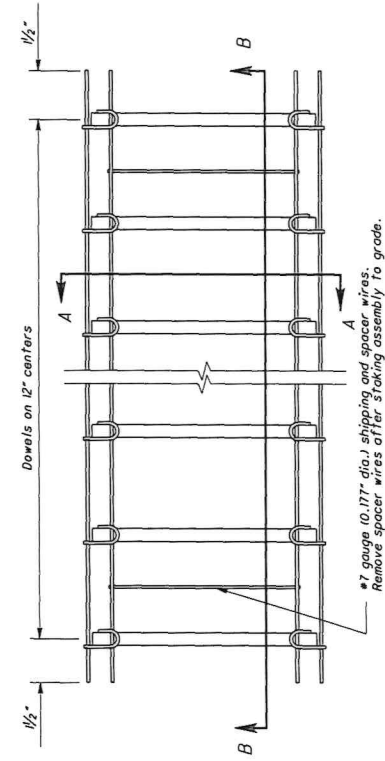
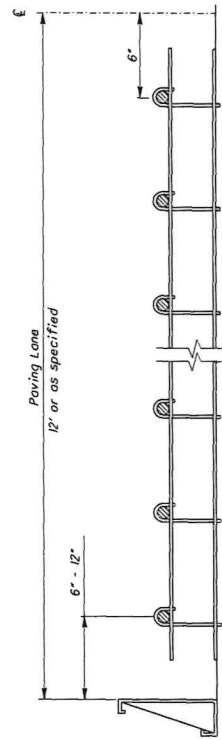
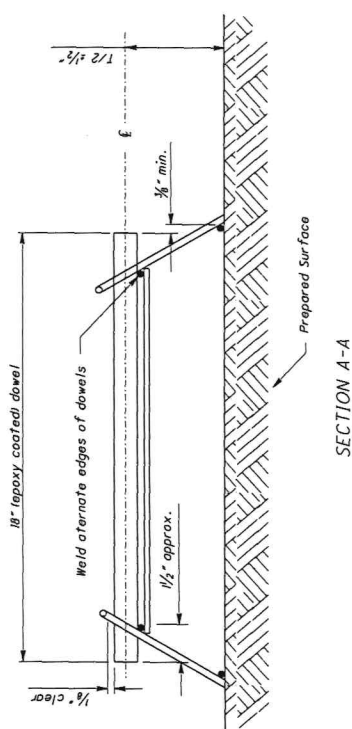
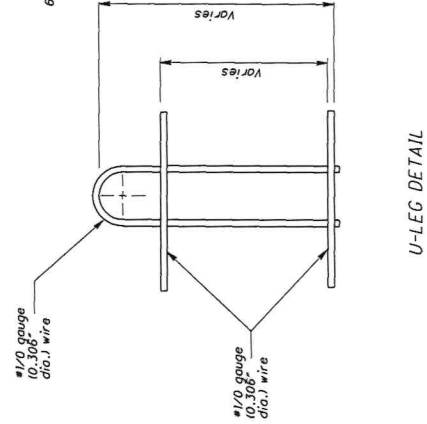
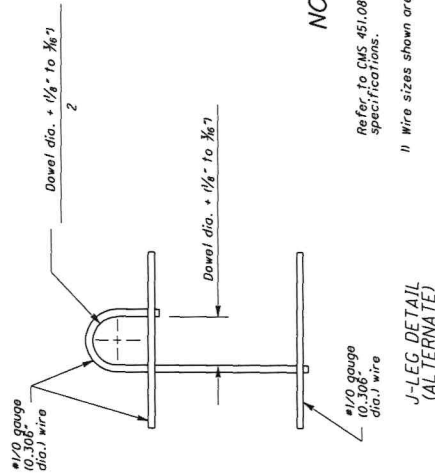




THIS SHEET REPLACES BP-2.2 DATED 7-16-04.

# NOTES

- Refer to CMS 451.08 B and 709.13 for dowel specifications.
- 1) Wire sizes shown are minimum required.
  - 2) All wire intersections are to be welded.
  - 3) Stokes typically applied at working ends of dowel.
  - 4) TOLERANCES:
    - A)  $\pm 1/4"$  per foot unless otherwise specified.
    - B) Centerline of individual dowels shall be parallel to each other, the surface and the centerline of the slab.
    - C) On centers should be  $\pm 1/2"$ .
    - D) Dowels should be placed at mid-depth of slab.
    - E) J-Leg or U-Leg to be installed on inside or outside of subframe.



#7 gauge (0.177\"/>

PLAN VIEW

### NOTES

**GENERAL:** All joints shall be constructed normal to the centerline of the pavement lane unless otherwise specified in the plans.

All dowel holes shall be drilled by a mechanical device that will allow independent adjustment of all drill shafts in the horizontal and vertical direction. The device shall be capable of drilling a minimum of three holes at a time.

All smooth dowels shall be coated with a bond breaking material conforming to 451.09 B after they have been installed in the existing pavement and just prior to placing the patch. All dowels shall be placed parallel to the pavement surface and the centerline of the pavement lane.

This standard drawing is intended for use in repairing both concrete and composite pavements. For clarity, asphalt overlays are not shown.

When Prefabricated Edge Drains are used, they shall be placed after joint repairs are completed.

**TYPE N JOINT:** Joints referred to as Type N joints on the plan shall be constructed as contraction joints per SCD BP-2.2.

**ADDITIONAL PAVEMENT REMOVAL:** If, after the sawing and removal of the pavement, from the area to be repaired, the remaining pavement is spalled or deteriorated for a thickness greater than 12" from the top of the pavement, the rigid pavement shall be cut and removed to a depth of 12" from the top of the pavement. This additional work shall be measured for additional payment for full depth pavement sawing, rigid pavement removal and replacement.

**LONGITUDINAL JOINT:** For patches 10' or greater in length, the longitudinal joint shall be constructed per SCD BP-2.1. The tie bars or hook bolts shall be spaced according to SCD BP-2.1.

### LEGEND

- Bars shall be placed 2' from all tied longitudinal joints and continue across with a 1' spacing to the edge of pavement or an untied longitudinal joint. Where lane widths are between two tied longitudinal joints, begin bars 2' from each tied longitudinal joint and continue across with a 1' spacing.
- Reinforcement will be required for all repairs greater than 10' in length for Class ES concrete that will be opened to traffic within 24 hours of placement. The fabric shall consist of M6.5 or D6.5 longitudinal wires spaced 6" c/c and M4 or D4 Transverse wires spaced 12" c/c. The clearance from the end of the wire fabric to the edge of pavement or new transverse joint shall be 4' ± 2'.
- Nylon or plastic grout retention discs shall be clear or opaque white in color.

### SECTION - TYPE Y (Contraction)

### SECTION - TYPE TU (Undercut : Tied)

### SECTION - TYPE Y (Contraction)

### SECTION - TYPE T (Tied)

### SECTION - TYPE YU (Undercut : Contraction)

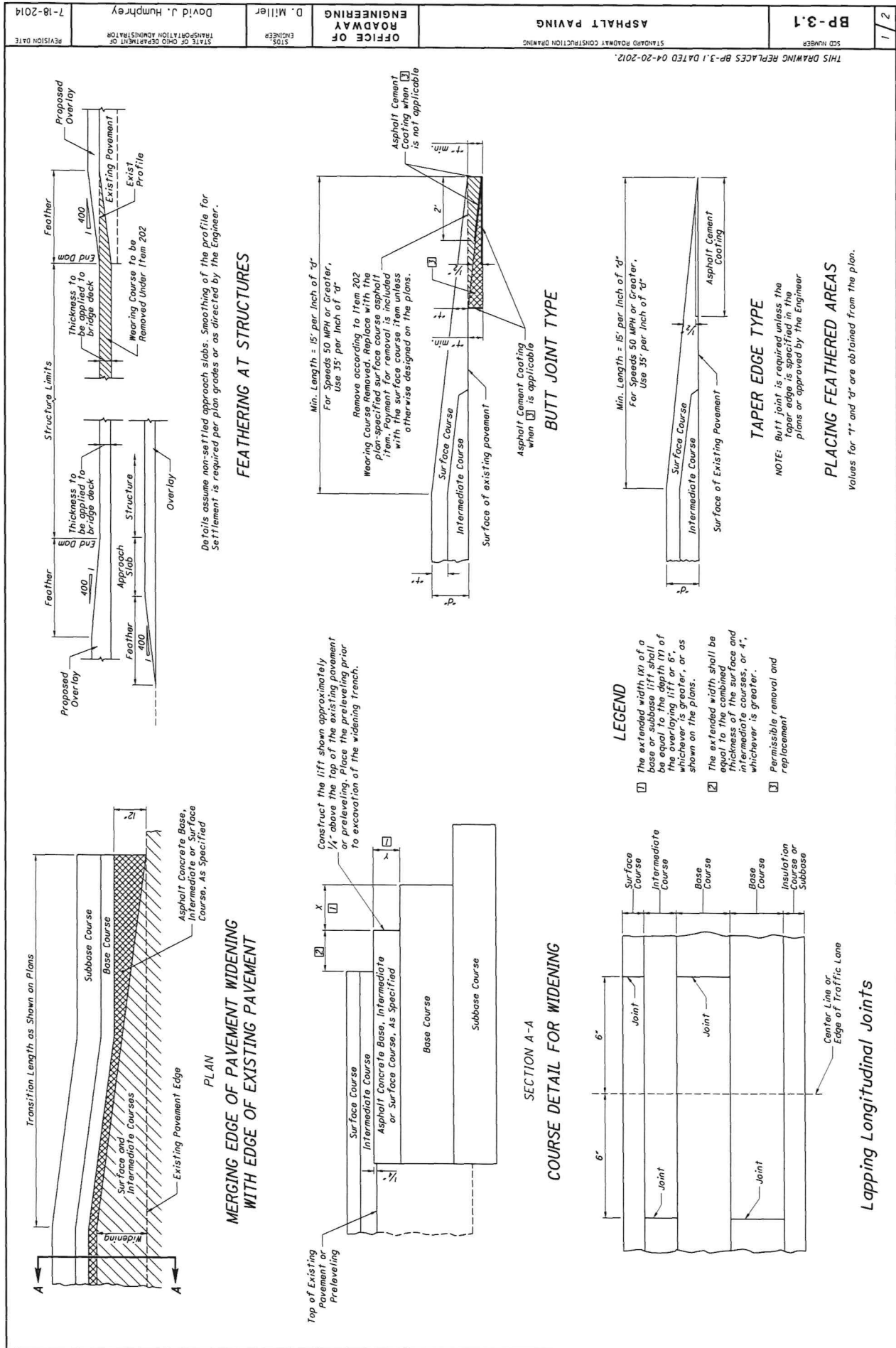
### SECTION - TYPE TU (Undercut : Tied)

### HOLE DRILLING DETAILS

### ADDITIONAL PAVEMENT REMOVALS

### TIE/DOWEL BAR PLACEMENT DETAIL

### NYLON OR PLASTIC GROUT RETENTION DISCS FOR DOWEL/TIE BARS



CLASS C CONCRETE OR 3" LAYERS OF COMPACTED ASPHALT CONCRETE  
 INTERMEDIATE COURSE  
 GRADE RINGS, BRICKS, CLASS C CONCRETE OR MORTAR. MAXIMUM MORTAR THICKNESS IS 1 1/2"

PROVIDE METAL ADJUSTING RINGS  
 USE THE EXISTING COVER

CLASS C CONCRETE OR 3" LAYERS OF COMPACTED ASPHALT CONCRETE  
 INTERMEDIATE COURSE  
 GRADE RINGS, BRICKS, CLASS C CONCRETE OR MORTAR. MAXIMUM MORTAR THICKNESS IS 1 1/2"

### USING CONCRETE OR MORTAR

*Metal adjusting rings shall:*

- (a) Attach securely to the existing frame by welding or mechanical devices;
- (b) Consist either of cast metal having an integral rim and seat, or be fabricated metal with a sturdy connection between the seat and rim; and
- (c) Provide an even seat for the manhole cover.

In addition, the adjusting ring type shall be a design acceptable to the local governing agency responsible for street and highway construction. Any installation unacceptable to the Engineer shall be replaced by the Contractor at his expense.

### MANHOLES ADJUSTED TO GRADE

Aggregate drains to be placed where and as directed by Engineer. Provide Filter Fabric when specified as a separate pay item.

### AGGREGATE DRAIN

### USING METAL ADJUSTING RINGS

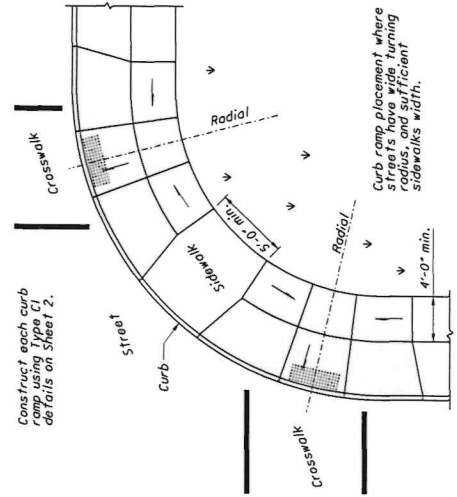
Aggregate drains to be placed where and as directed by Engineer. Provide Filter Fabric when specified as a separate pay item.

### AGGREGATE DRAIN

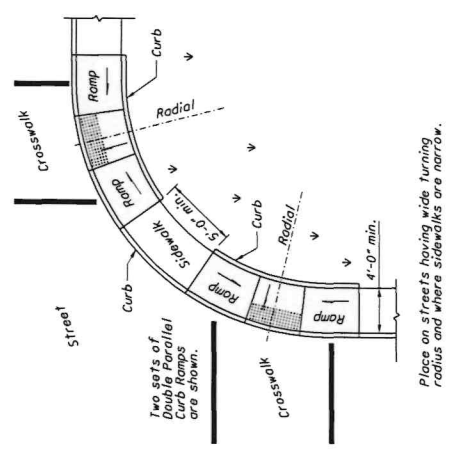
### GUTTER FINISH

Special care shall be taken during construction to obtain maximum compaction of asphalt concrete in gutters.

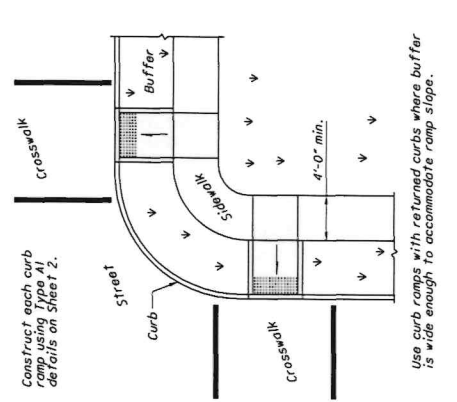




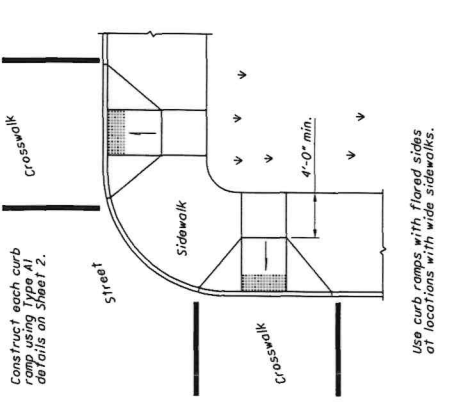
## COMBINATION CURB RAMPS



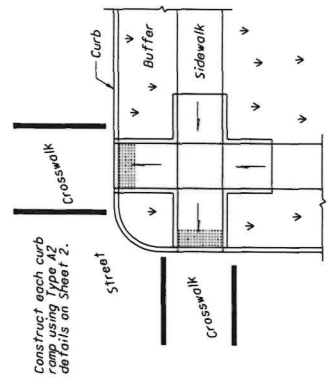
## PARALLEL CURB RAMPS



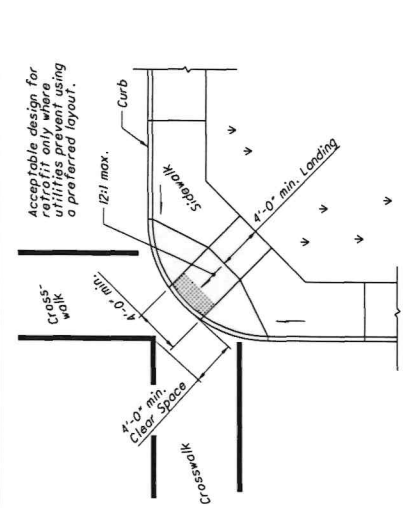
PERPENDICULAR CURB RAMPS



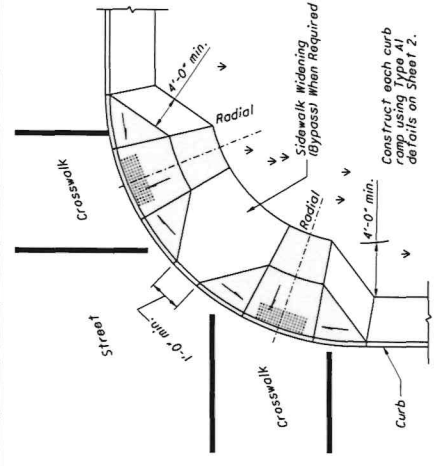
PERP



Construct each curb  
ramp using Type A2  
details on sheet 2.



Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal type D ramp may be constructed as either a Perpendicular, Parallel or Combination curb ramp type. Avoid using where curb radii are less than 20'-0".



Acceptable design on corners with wide turning radius where user is able to maneuver within crosswalk limits so as not to encroach into adjacent traveled lanes.

DIAGONAL RAMP (Type D)

### PERPENDICULAR RAMPS

## ACCEPTABLE CONSTRUCTION PLACEMENT

## NOTES

**GENERAL:** This drawing shows curb ramp types details and placement examples for curb ramp construction, including the installation of detectable warnings.

Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combined types. Curb ramps should be constructed in the locations shown on the project plans.

Curb ramps added to an existing intersection or walk should be individually detailed on the proposed plans to assure that the design is appropriate for site constraints and all items can be constructed to ADA standards. The contractor may adjust the placement of curb ramps if existing field conditions warrant with the approval of the Engineer.

**PAYMENTS:** Measure and pay for the ramp area within the shaded limits of this drawing as Item 608 Curb Ramp, Square Feet. This includes the cost of any curb and gutter, detectable warnings, landing areas and any additional materials, installation, grading, forming, and finishing required within the shaded area.

Payment beyond the shaded ramp/landing area is paid for as curb (609) and walk (608). Removal of existing curb, walk or existing curb ramps are paid under Item 202.

For at-grade crossing locations where only detectable warnings are required in order to meet Item 608 Detectable Warning, Square Feet, the strip of detectable warnings as shown on Item 608 Detectable Warning, Square Feet. The work to cast the tiles in place will also require removal of existing pavement (Item 202) to the nearest joint, or if no joint exists, a minimum of 4 feet.



# NOTES CONTINUED

The running slope of the ramp is preferred to be 12:1 or flatter. In existing sidewalks, where the maximum ramp slope is not possible due to site constraints (e.g., utility poles or vaults, right-of-way limits) it may be reduced as follows:

- A) 10:1 for a max. rise of 6";
- B) 8:1 for a max. rise of 2'-0" for historic areas where a flatter slope is not feasible.
- C) 6:1 over a max. run of 2'-0" for historic areas where a flatter slope is not feasible.

To prevent chasing the grade indefinitely, the transition from existing sidewalk to the shaded curb ramp area is not required to exceed 15 feet in length.

While ramps may be skewed to the crosswalk, the entire lower landing area must fall within the crosswalk that the ramp serves and cannot be located in the traveled lane of opposing traffic.

The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 20:1 or flatter.

The bottom edge of the ramp shall change planes perpendicular to the landing. The edge of the curb shall be flush with the edge of the adjacent pavement and gutter and surface slopes that meet grade breaks shall also be flush.

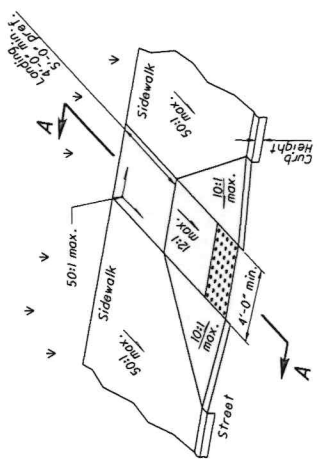
Ramp landings shall be 4' min. x 4' min. with a 50:1 or flatter cross slope and running slope.

**DETECTABLE WARNINGS:** Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

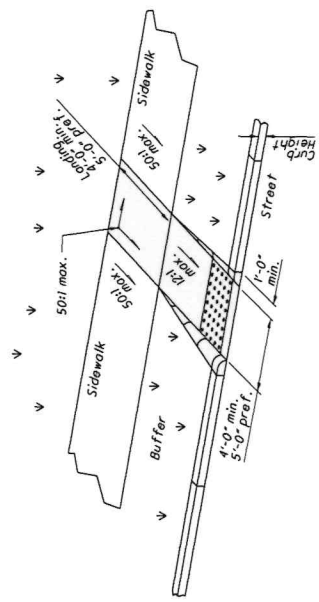
**DRAINAGE:** Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding 1/4" between the 1:1 pavement and gutter, and 2:1 gutter and ramp, are not allowed.

**SURFACE TEXTURE:** Texture concrete surface by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

**JOINTS:** Provide expansion joints in the curb ramp as surfaces of walk, joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/2" Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.

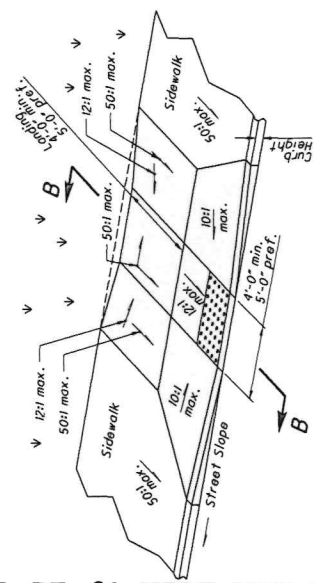


Type A1 (Perpendicular with flared sides)

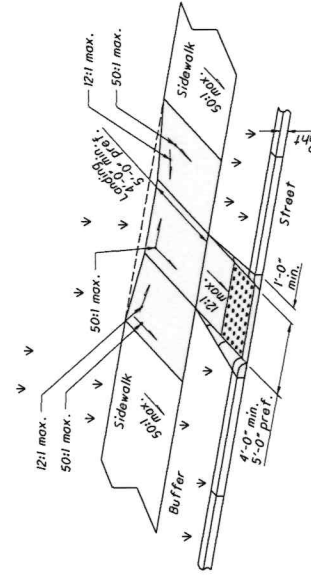


Type A2 (Perpendicular with returned curb)

## PERPENDICULAR CURB RAMP DETAILS

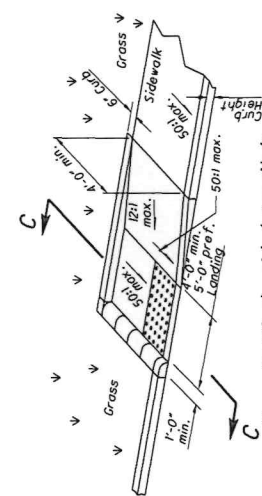


Type C1 (Combined with flared sides)

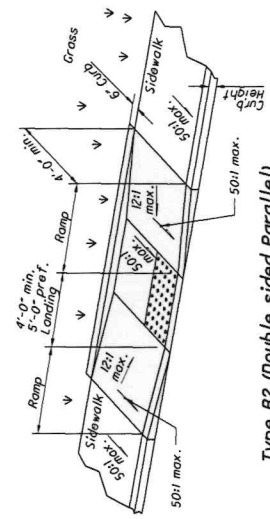


Type C2 (Combined with returned curb)

## COMBINED CURB RAMP DETAILS

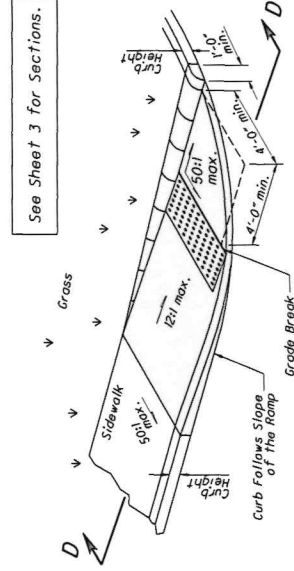


Type B1 (Single sided Parallel)



Type B2 (Double sided Parallel)

## PARALLEL CURB RAMP DETAILS



Type B3 (Single sided Parallel)

RAMP OPENING AT CURB SHALL BE 6' WIDE MIN PER BEACHWOOD STANDARDS.

**GENERAL:** Detectable Warnings are a distinctive surface pattern of truncated domes which are detectable by contrast with the surrounding pavement. They are detectable by contrast with the surrounding pavement and are used to warn pedestrians of hazardous drop-offs.

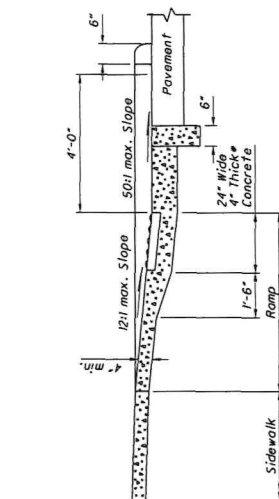
**PLACEMENT:** Detectable warnings are to be installed at any location where the base of curb ramps or of blended curbs, a 24" strip of domes is to be installed for the full width of the ramp or walk. Typical street corner placement locations are shown on Sheet 1.

**DEPTH:** The depth of concrete underneath detectable warnings shall be a minimum of 4". See DETAIL A.

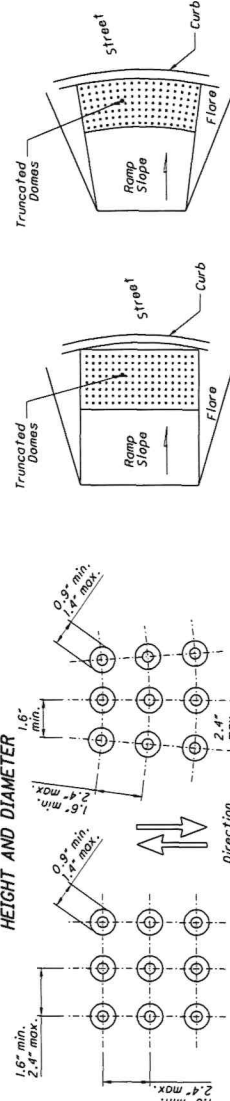
**ALIGNMENT:** Truncated domes should be aligned with the primary direction of travel. The detectable warnings should be flush with the back of the curb, but for skewed conditions see DETECTABLE WARNING ALIGNMENT Detail. For non-standard layouts, detectable warning materials may have to be mitered and placed segmentally.

**PRODUCTS & COLORS:** Color of the detectable warnings should contrast with the surrounding concrete walk and ramp. Black is not an acceptable color. Approved products are listed on the following table. For more information, contact the Engineering Services or Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.

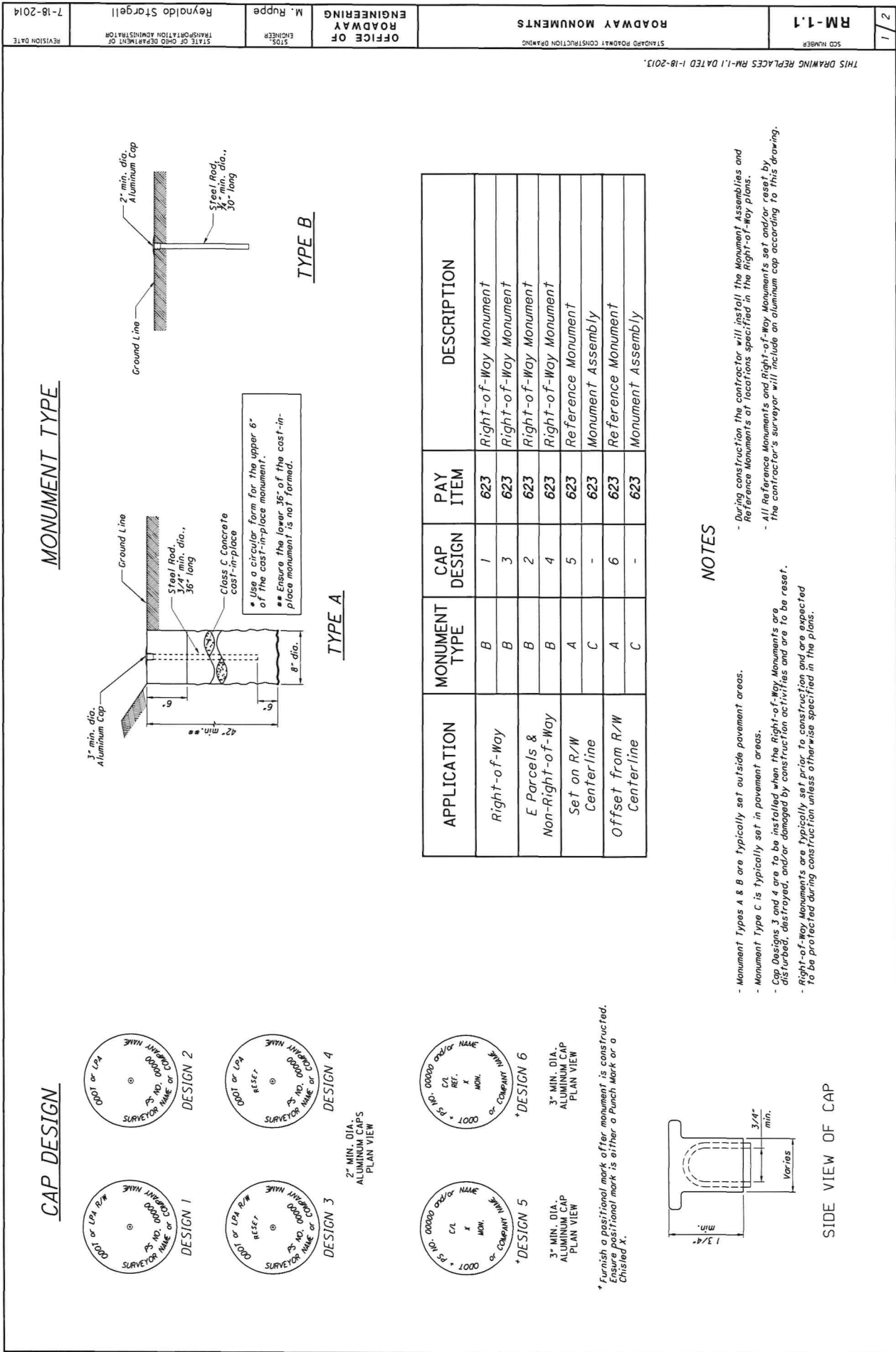
## DETECTABLE WARNINGS NOTES



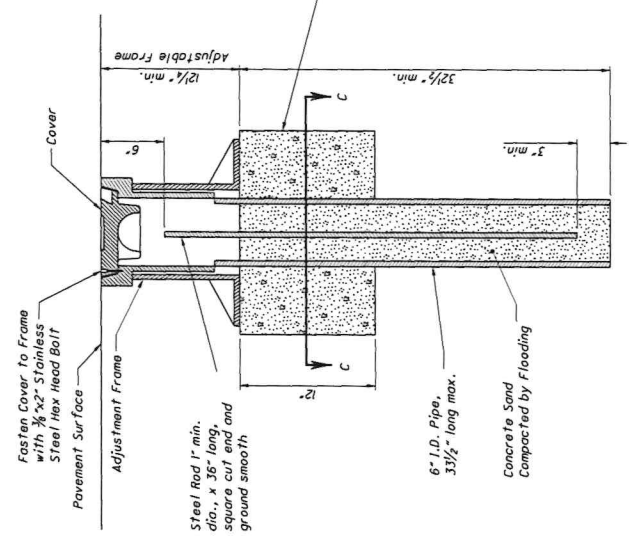
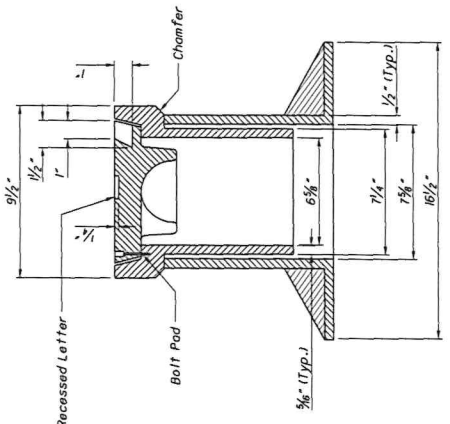
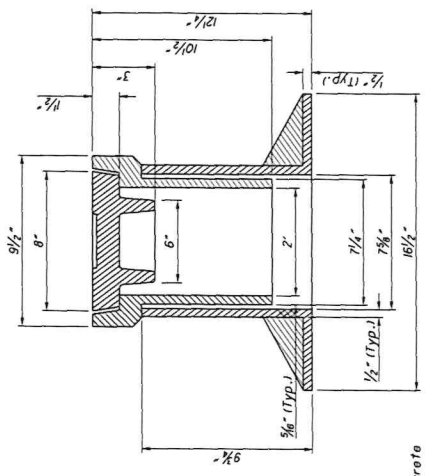
SQUARE PATTERN, PARALLEL ALIGNMENT



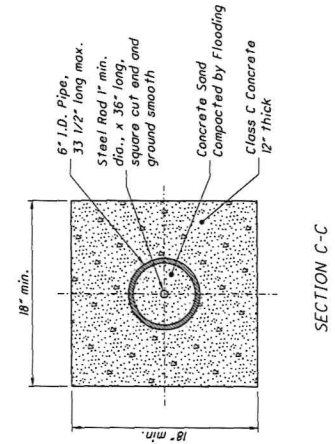
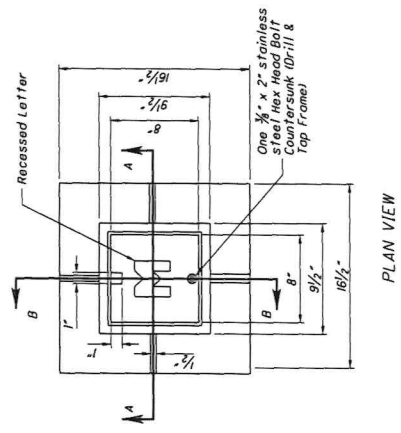
DOMES ALIGNMENT ON RADIUS CURB



THIS DRAWING REPLACES RM-1.1 DATED 1-18-2013.



MONUMENT TYPE C



**ENJW EAST JORDAN**  
 1800-628-4653  
 www.enjw.com  
 MADE IN USA

**PRODUCT NUMBER**  
 00170051

**CATALOG NUMBER**  
 1700B

**COVER**

LOAD RATING  
 HEAVY DUTY

COATING  
 DIPPED

SPECIFICATION  
 COVER - GRAY IRON  
 ASTM A48 CL350

OPEN AREA  
 N/A

DESIGNER'S SIGNATURE  
 DATE  
 12/15/04

SMH  
 DATE  
 08/11/09

LAST REVISED  
 DATE  
 08/11/09

1040 LOGO COPE  
 (6) 1" DIA HOLES  
 ON 18 5/8" DIA  
 CIRCLES  
 1 3/4" DIA  
 BUTTONS IN TAG AREA

(6) CLOSED  
 PICKHOLES

COVER SECTION

25 1/2" DIA

PICKHOLE DETAIL

1 3/16" 3/4"

**BOTTOM VIEW**

2" 1"

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15651 W HIGH ST UNIT 2 MIDDLEFIELD OHIO

44062 PHONE: 440.834.4850

## BIDDER QUALIFICATIONS 2026

## CORPORATE OVERVIEW – GEAUGA HIGHWAY CO.

- **John Bojec** – President and Treasurer
- **Gary Helf** – Vice President and Secretary
- **Don Morgan** – Lead Estimator
- **Ron Granger** – Chief Financial Officer
- **Robert Kaser** – General Manager of Construction
- **Shawn Zembower** – General Manager of Field Operations
- **Bryant Overton** – Operations Manager
- **Brit Wagner** – Contract Administrator
- **Brittany Bee** – H.R. Manager
- **Tony Rafael** – Director of Traffic & Safety
- **Karl Steger** – Paving Superintendent
- **Joshua Bee** – Milling Foreman
- **Roger Campbell** – Milling Foreman
- **Raphael Bermudez-Rios** – Concrete Foreman
- **Juan Padilla** – Concrete Foreman
- **T.J. Miller** – Paving Foreman
- **Dan Roberts** – Paving Foreman
- **Robert J.C. Humr** – Equipment mobilization dispatch
- **Ryan Lafrenier** – Utility Crew Foreman

# John Bojec

18031 Claridon Troy Rd.  
Hiram, OH 44234

## President of Geauga Highway Co.

### History and Qualifications Submittal

#### **1983 to 1988: JA Bojec Trucking (owner)**

Specializing in transportation and sales of construction related materials.

#### **1988 to 2000: Northeast Supply Co. (President/Founder)**

Northeast Supply Co. continued the sales of materials related to the construction industry but added the manufacturing of wood fiber mulches. In addition to supply Northeast began performing commercial and eventually public paving projects with sales revenues of \$5 million annually.

#### **2010 to 2016: JBR Motorsports/Speed City (Founder/Partner)**

These entities together provided additional revenues and marketing advantages that built stronger alliances with our customers. The hospitality feature of the Race program was utilized as a networking tool and confidence builder for the people we engaged with. Annual Revenues: 2 million.

#### **2000 to 2020: NES Corporation (President)**

NES Corporation was formed as a predecessor of Northeast Supply Co. to be the entity to purchase The Cleveland Trinidad Paving Co. Trinidad was the largest paving contractor in Ohio at that time with revenues in excess of 50 million annually. Trinidads history through several share holders' dates back to the 1800's. NES Corp. and Trinidad operated unilaterally under the NES banner to June of 2020 when majority (NES) stock shares were sold to the Perk Co. Annual Revenues: 5 to 7 million.

#### **2020 to 2021: NES Corporation (Shareholder/President)**

NES Corp. operated (as a partnership) for a short period of time when the shareholders unanimously decided to return their stock options. Annual Revenues: 5 to 10 million.



**2022 to Present: Geauga Highway Co. (President)**

In January of 2022 the formation of Geauga Highway Co. became a necessary accomplishment and a need for a new face in the industry. Although relatively new by name, Geauga Highway Co. has years of experience in the Heavy Highway Road construction industry. The company still retains several of the same employees and equipment from Trinidad, which made the transition less complicated and equally successful.

Annual Revenue: 15-20 million.

**Summary:**

From the inception of JA Bojec Trucking to the current Geauga Highway Co. my participation and abilities to perform in success are proven through 43 years of sustainability in the Heavy Highway industry.

**Vision:**

It is my intentions as President and Founder to continue growth in the Public Work Sector including a return to the asphalt manufacturing as a method to drive profits and sustainability in our market.

Increased Annual Revenues to exceed 20 million.

John Bojec, President

# GARY HELF

## INTRODUCTION

I have been in the asphalt paving business since 1968. Working for the family business and starting out as an estimator, I quickly advanced and became president of Cleveland Trinidad Paving. During my tenure, the company grew into one of the State of Ohio's largest and most progressive contractors.

We have always looked forward to new methods and processes to advance the industry. We are proud to have been the first contractor in the US to purchase a pavement grinder as well as being one of the first to buy a drum mix plant, now industry standards. We were involved in all types of paving, including asphalt plant production, street maintenance, running tracks, tennis courts, new subdivisions, and surface treatments.

During my tenure at Cleveland Trinidad Paving, I was the recipient of many awards and accolades, but my most cherished was the recognition by the U.S Congress of "Cleveland Trinidad Recognition Day", for which a flag was flown our honor.

I currently am vice president and secretary of Geauga Highway Co. We are continuing in the same tradition as my former company. The list of successful completed municipal jobs is rapidly growing.

## EDUCATION

**1964 – Bachelor's degree in accounting**  
**The Ohio State University**

**1966 – Attended the Cleveland – Marshall**  
**College of Law**

## VICE PRESIDENT & SECRETARY GEAUGA HIGHWAY CO.

[garyh@ghwyco.com](mailto:garyh@ghwyco.com)

440.346.4309

## EXPERIENCE:

### **Vice President & Secretary, Gauga Highway Co.**

December 2021 – Present

- Project Estimator
- Project Cost Management
- Procurement
- Communications between inspectors and engineers of various municipalities

### **Vice President N.E.S. Corp.**

January 2000 – October 2021

- Overseeing, Directing and Managing Construction Operations
- Project Cost Management
- Project Estimator
- Producing Project Schedules

### **President Cleveland Trinidad Paving Co.**

January 1968 – December 1999

- Oversee all aspects of Company including Strategic Planning, Budgeting, and Development of Innovation.
- Procurement
- Project Estimator
- Project Cost Management
- Procurement
- Communications between inspectors and engineers of various municipalities
- Communications between Subcontractors

# ROB KASER

## LEADERSHIP

## SKILLS

Leadership Skills  
Dedication

## CONTACT

Rob Kaser  
robk@ghwyco.com  
440-479-3605

## EXPERIENCE

### **KARVO COMPANIES**

Roller operator

1997-1999

### **INFINITY PAVING**

PAVER OPERATOR

Operator on various ODOT and Municipal Jobs

2000-2010

### **KARVO COMPANIES**

PAVER OPERATOR

Operators on various ODOT job throughout the counties in Ohio

2010-2017

### **CHAGRIN VALLEY PAVING.**

PAVING FOREMAN

Various ODOT jobs including Route 71 Patch & Repair

2018-2020

### **GEAUGA HIGHWAY CO.**

PAVING FOREMAN

Maintaining and executing the pave crew to complete various jobs in a timely manner

2020-2025

### **GEAUGA HIGHWAY CO.**

GENERAL MANGER CONSTRUCTION

Oversee the production of all crews and projects

2026-Present

# DON MORGAN

## LEADERSHIP

- Project Management Methods and Processes
- Union Contracts and Procedures
- Superior interpretation of drawings and site maps
- MS Office, Word, Outlook
- Heavy Job
- Project Planning and Implementation
- Project Management and Coordination
- Construction Management
- Leadership
- Customer Relationship Management
- OSHA 30
- Class A CDL
- CPR and First Aid

## CONTACT

Don Morgan

440-708-4286

dmorgan@ghwyco.com

## EDUCATION

Louisiana State University

Bachelors in business

## EXPERIENCE

### CLEVELAND TRINIDAD PAVING

1990-1994

Transportation/Material Manager

- Developed and oversaw project schedule and crews from start to completion.
- Responsible for techniques, operations and safety procedures.
- Prepared all permits, notifications and documents pertaining to utilities, locations and ensured compliance.
- Supervised the production of paving, milling and patch crews. While always maintaining safety and traffic control on the project.
- Controlled project budgets and prepared field directive change orders as necessary post review.

### UNITED PAVING

1994-2008

Project Manager

- Managed asphalt paving projects performed on residential streets, commercial and industrial properties.
- Planned, coordinated and supervised on-site functions while providing input with scheduling, engineering and material control in order to ensure project objectives were met.
- Responsible for directing and organizing daily production with asphalt plant operations superintendent.
- Supervised hourly employees and other subcontractors to ensure productivity, efficient use of materials, equipment and contractual performance of the project.
- Interfaced with all on-site work teams including subcontractors to resolve problems, ensure quality and schedules were achieved in support of the overall project objectives.
- Assisted management in developing and implementing procedures, working documents and standards to ensure goals were achieved.
- Complied, understood and supported safety initiatives to ensure a safe work environment.

### ASPHALT SPECIALISTS LLC

2008-2013

Vice President/Partner

- Managed general construction for State, Municipal and commercial projects on multi-million-dollar contracts.
- Maintained product and company reputation by complying with Federal and State regulations. Coordinated with Government regulatory agencies.
- Applied my extensive knowledge of construction, earthwork, structures, paving, underground, and grading practices on large high-profile and complex heavy civil projects.

- Oversaw all management of operations (office, plant, shop, equipment and quality control).
- Hired, trained, developed and directed multiple crews encompassing Northern Ohio.
- Emphasized client relations, new account development and sales force productivity.
- Promoted in a positive, professional manner our firm's services and capabilities, as well as the products and manufacturers we represent.
- Managed all financial aspects of contracts (fee payments, equipment rental, income/expenses etc.).
- Establish and implemented all project objectives, policies, procedures and performance standards.

#### **CHAGRIN VALLEY PAVING**

2013-2023

Project Manager/Superintendent

- Scheduled and coordinated total project management. This includes ordering of materials, coordinating carryall moves, trucking and traffic control.
- Duties include interface with inspectors and engineers.
- Coordinated daily tonnage with various asphalt plants for each active project. Located and secured dump sites for broken concrete and asphalt grindings.
- Maintained daily oversight and management of foremen and crews' production and quality.

#### **GEAUGA HIGHWAY CO.**

2024-Present

Project Manager

- Scheduled and coordinated total project management. This includes ordering of materials, coordinating carryall moves, trucking and traffic control.
- Planned, coordinated and supervised on-site functions while providing input with scheduling, engineering and material control in order to ensure project objectives were met.

## **Karl Steger**

3147 Robin Dr • Ravenna, OH 44266 • 330-351-2978 •  
kstegerx3@gmail.com

### **Road Construction / Asphalt Supervisor**

#### **Professional Summary**

Experienced, retired union laborer with over 34 years in road construction, including major ODOT and Ohio Turnpike projects. Proven leadership and technical skills in paving operations, equipment supervision, and team coordination. Known for maintaining safety standards, meeting project deadlines, and ensuring quality workmanship in all aspects of road construction.

#### **Core Skills & Strengths**

- Leadership and team coordination on large-scale projects
- ODOT and Turnpike compliance expertise
- Asphalt paving, milling, and traffic control operations
- Project scheduling and resource management
- Strong communication and problem-solving abilities
- Commitment to jobsite safety and quality standards

#### **Professional Experience**

##### **The Shelly Company — Twinsburg, OH**

*Asphalt Supervisor (2016–Present)*

Oversee highway and municipal paving operations, ensuring compliance with ODOT and Turnpike standards. Coordinate with engineers and inspectors, manage crews and subcontractors, and maintain project schedules.

##### **The Shelly Company — Twinsburg, OH**

*Foreman / WTS Division (2004–2016)*

Directed daily paving and milling operations. Managed personnel, monitored quality control, and ensured compliance with project specifications and safety standards.

##### **Thomas Asphalt — Kent, OH**

*Foreman (1998–2003)*

Supervised preparation and paving operations, coordinated crews, tracked materials, and maintained accurate records.

##### **McCourt Construction — Akron, OH**

*Mechanic / Grade Controller (1991–1998)*

Operated grading systems and supported paving operations for highway construction projects.

## REFERENCES – GEAUGA HIGHWAY CO.

### **BONDING AGENT –**

King Risk Partners  
1400 Haft Drive  
Reynoldsburg OH 43068  
Agent – Mark Arnold  
(614) 863.0455

### **BONDING COMPANY-**

Western Surety Company  
151 N Franklin Street  
Chicago IL 60606  
(800) 933.7660

### **BANK REFERENCE-**

WesBanco Bank  
7707 Mentor Ave.  
Mentor OH 44060  
Richard Kretschman  
(216) 436.5816

### **SUPPLIERS-**

The Shelly Company  
8920 Canyon Falls Blvd. Suite 120  
Twinsburg OH 44087  
330.425.7861

K-Tech Specialty Coatings  
111 W. Garfield St.  
Ashley IN 46705  
260.587.3888



Formerly Cleveland Trinidad Paving Company

## Geauga Highway Co.

### Most Notable Projects

| Entity                            | Project Name                                                             | Contract Value  | Contact          | Contact Email                 | Year Completed |
|-----------------------------------|--------------------------------------------------------------------------|-----------------|------------------|-------------------------------|----------------|
| City of Cleveland                 | Crown and Harvard Paving Improvements                                    | \$ 2,515,673.31 | Harry Rice       | harry_rice@clevelandwater.com | 2025           |
| City of Mentor                    | Senior Center Parking Lot Improvements                                   | \$ 1,522,927.28 | Andrew Lubonovic | ALubonovic@ctconsultants.com  | 2025           |
| Ohio Department of Transportation | District 4 FY2025 Chip Seal, Project 240520                              | \$ 963,047.54   | Matthew Baldwin  | Matt.Baldwin@dot.ohio.gov     | 2025           |
| Ohio Department of Transportation | District 12 PPM FY2025 Spot Patching and Pavement Repair, Project 250009 | \$ 1,764,740.50 | Luke Martin      | Luke.Martin@dot.ohio.gov      | 2025           |
| Village of Moreland Hills         | 2025 Asphalt Pavment Program                                             | \$ 833,264.27   | Kyle Beeke       | kbeeke@qcigroup.com           | 2025           |
| City of Richmond Heights          | 2024 Pavement Improvements - Contract A-C                                | \$ 967,366.00   | JJ Pianalto      | james.pianalto@verdantas.com  | 2024           |
| City of Pepper Pike               | 2023 Asphalt Program                                                     | \$ 717,965.55   | Kyle Beeke       | kbeeke@qcigroup.com           | 2023           |

See attached full list of Projects in completed Project Sheets

| PERSONAL INDUSTRY REFERENCES | Name           |                   | Phone          | Email                       |
|------------------------------|----------------|-------------------|----------------|-----------------------------|
|                              | David Gadosik  | QCI Group         | (440) 359.1900 | dgadosik@qcigroup.com       |
|                              | Matthew Glass  | GPD Group         | (330)572.3509  | mglass@gpdgroup.com         |
|                              | Dave Rorabaugh | City of Mentor    | (440) 669.1303 | DRorabaugh@cityofmentor.com |
|                              | George Hess    | The Buckley Group | (440) 724.1331 | gjhiii@buckley.group        |
|                              | Chris Deluca   | Verdantas         | (440) 487.7784 | cdeluca@ctconsultants.com   |





## **2025 COMPLETED PROJECTS**

- City of Canal Fulton – Denshire Drive NW Resurfacing  
Completed Contract - \$ 224,985.00  
Gary Hosking – 330.352.6286 [servicedir@cityofcanalfulton-oh.gov](mailto:servicedir@cityofcanalfulton-oh.gov)
- City of Cleveland Heights – Denison Pickleball Courts  
Completed Contract- \$215,394.00  
David Neumeyer- GPD Group – [dneumeyer@gpd.com](mailto:dneumeyer@gpd.com)
- Village of Moreland Hills – 2024 Drainage Program  
Completed Contract - \$ 113,478.00  
Jeff Filarski – CVE Engineering – [filarski@cvelimited.com](mailto:filarski@cvelimited.com)
- City of East Cleveland – 2023 Street Improvements  
Completed Contract - \$ 608,000.00  
Chris Bednar, P.E. Kapinski Engineering – [cbednar@kapinskieng.com](mailto:cbednar@kapinskieng.com)
- ODOT – District 4 FY2025 Chip Seal Project 240520  
Completed Contract - \$ 956,852.43  
Dan Stacy - [Dan.Stacy@dot.ohio.gov](mailto:Dan.Stacy@dot.ohio.gov)
- Summit Metroparks - F.A. Seiberling Nature Realm - Service Drive & Parking Lot Improvements  
Completed Contract - \$201,196.00  
Dion Harris - [DHarris@summitmetroparks.org](mailto:DHarris@summitmetroparks.org)
- Windham Township- 2025 Chip Seal of Various Steets  
Completed Contract -\$76,000.00
- Summit County and ODOT- SUM-CR 17 Cleveland Massillon Rd. Sidewalk  
Completed Contract- 445,000.00  
Maurice Dorrell [mdorrell@summitengineer.net](mailto:mdorrell@summitengineer.net)

- City of Hudson -Multi-Purpose Path along Barlow Road  
Completed Contract- \$500,093.00  
Jonathon Szalay- Engineer – [jszalay@hudson.oh.us](mailto:jszalay@hudson.oh.us)
- City of Hudson -Hudson Sidewalk and Catch Basin  
Completed Contract – \$216,188.00  
Jonathon Szalay- Engineer – [jszalay@hudson.oh.us](mailto:jszalay@hudson.oh.us)
- City of Solon – 2025 Annual Emergency Program  
Completed Contract - \$410,000.00  
Rick Weikart, Project Administrator - [rweikart@solonohio.org](mailto:rweikart@solonohio.org)
- City of Pepper Pike -Gates Mills Blvd. Resurfacing  
Completed Contract – \$791,000.00  
Patty Zoldak – Engineer – [pzoldak@cvelimited.com](mailto:pzoldak@cvelimited.com)
- Village of Burton - Spring St., Baird St. & Hickox St. Paving  
Completed Contract - \$238,378.00  
George Hess – Buckley Group - [gjhiii@buckley.group](mailto:gjhiii@buckley.group)
- City of Brecksville – 2025 Pavement Planing Program  
Completed Contract – \$105,041.00  
Monica Bartkiewicz – City of Brecksville - [mbartkiewicz@brecksville.oh.us](mailto:mbartkiewicz@brecksville.oh.us)
- Village of Richfield – 2025 Asphalt Program  
Completed Contract – \$240,882.86  
David Gadosik [dgadosik@qcigroup.com](mailto:dgadosik@qcigroup.com)
- Ravenna Township – 2025 Chip Seal  
Completed Contract – \$121,506.00  
David Gadosik [dgadosik@qcigroup.com](mailto:dgadosik@qcigroup.com)
- City of Streetsboro – 2025 Chip Seal  
Completed Contract - \$103,199.00  
John Wood - [jwood@cityofstreetsboro.com](mailto:jwood@cityofstreetsboro.com)
- Canton Township – 2025 Chip Seal  
Completed Contract - \$ 100,701.00  
Chris Neisel – [C.Neisel@cantontwp-oh.gov](mailto:C.Neisel@cantontwp-oh.gov)

## COMPLETED CONTRACTS

2024-

- City of Cleveland – Division of Water  
Crown and Harvard Pavement Improvements  
Contract Completion Value - \$2,567,013.58  
Tedy 5:39 PM – [tedy\\_tzenq@clevelandwater.com](mailto:tedy_tzenq@clevelandwater.com)
- City of Cleveland – Division of Water  
Cleveland / Water Pollution Control (WPC) Parking Lot Resurfacing  
Contract Completion Value - \$81,980.25  
Tedy Tzeng – [tedy\\_tzenq@clevelandwater.com](mailto:tedy_tzenq@clevelandwater.com)
- City of Mentor – Ct Consultants  
Mentor Senior Center Parking Lot Improvements  
Contract Completion Value - \$1,491,874.06  
Andrew Lubonovic- Construction Project Manager  
[ALubonovic@ctconsultants.com](mailto:ALubonovic@ctconsultants.com)
- Village of Bentleyville – Chagrin Valley Engineering  
Riverview Road Park Improvements  
Contract Completion Value- \$98,509.27  
Jeff Filarski- Consulting Municipal Engineer- [filarski@cvelimited.com](mailto:filarski@cvelimited.com)
- Village of Lakemore- Hammontree & Associates, Limited  
2024 Resurfacing Project  
Contract Completion Value- \$122,460.00  
Joshua J. Renicker, P.E., MS-ENMGT  
Municipal Engineering Manager - [jrenicker@hammontree-engineers.com](mailto:jrenicker@hammontree-engineers.com)
- Mascaro Construction Company  
NS Conneaut Creek Bridge Replacement -Mascaro Project #032115-  
Requirements-Subcontract #032115-013  
Contract Completion Value- \$144,379.00  
Brian Shick Project Manager [bshick@mascaroconstruction.com](mailto:bshick@mascaroconstruction.com)

- Vizmeg Landscaping  
Village of Marshville -Marshville Preserve Improvements – Subcontract  
Contract Completion Value- \$17,000.00  
Tim Perkins - Commercial Project Manager - [Tim.Perkins@vizmeg.com](mailto:Tim.Perkins@vizmeg.com)
- Madison Township – Civil & Environmental Consultants, Inc.  
2024 Paving Project  
Contract Completion Value- \$483,589.40  
Jeff Henfling - Project Manager- [jhenfling@cecinc.com](mailto:jhenfling@cecinc.com)
- Perry Township – Civil & Environmental Consultants, Inc.  
2024 Paving Project  
Contract Completion Value- \$337,592.64  
Jeff Henfling - Project Manager- [jhenfling@cecinc.com](mailto:jhenfling@cecinc.com)
- Ravenna Township- Omnipro services LLC  
2024 Chip Seal  
Contract Completion Value - \$132,620.97  
Gregory Grace - [ggrace@omnipro services.com](mailto:ggrace@omnipro services.com)
- City of Mentor  
Lagoons Roadway Maintenance Project  
Contract Completion Value - \$175,939.41  
Matthew Bennett, PE - [Bennett@cityofmentor.com](mailto:Bennett@cityofmentor.com)
- City of Conneaut – CT Consultants  
Conneaut - 2024 Pavement Repair Program- Contract B1  
Contract Completion Value - \$ 128,210.49  
Christian DeLuca, Project Manager- [CDeLuca@ctconsultants.com](mailto:CDeLuca@ctconsultants.com)
- Freedom Township – Portage County Engineer  
2024 Chip Seal  
Contract Completion Value - \$ 52,108.00  
Mike Collins, Project Manager - [mcollins@portageco.com](mailto:mcollins@portageco.com)

- City of Wickliffe - CT Consultants  
2024 Pavement Repair Program Contract -A Contract  
Completion Value - \$937,712.50  
JJ Pianalto, PMP -  
[James.Pianalto@ctconsultants.com](mailto:James.Pianalto@ctconsultants.com)
- Suffield Twp.  
2024/2025 Road Materials  
Contract Completion Value - \$ 105,469.76  
Bob Rasnick -Phone: (330) 628-9240
- City of Kent  
2023 Seal Coat / Crack Seal  
Contract Completion Value - \$196,156.10  
Pat Homan - [Pat.Homan@KentOhio.gov](mailto:Pat.Homan@KentOhio.gov)
- Village of Orwell – CT Consultants  
2024 Roadway Improvements  
Contract Completion Value - \$ 204,917.29  
JJ Pianalto, PMP -  
[James.Pianalto@ctconsultants.com](mailto:James.Pianalto@ctconsultants.com)
- City of Richmond Heights - CT Consultants  
2024 Pavement Improvements Contracts A & C Contract Completion Value - \$961,865.80  
JJ Pianalto, PMP -  
[James.Pianalto@ctconsultants.com](mailto:James.Pianalto@ctconsultants.com)

## 2023

- Village of Geneva on the Lake, - CT Consultants  
South Geneva Dr. & Palmer Dr. Pavement Resurfacing & Widening –  
Contract Completion Value- \$331,834.00  
Christian DeLuca, Project Manager- [CDeLuca@ctconsultants.com](mailto:CDeLuca@ctconsultants.com)
- Orange Village, - Stephen Hovancsek & Associates, Inc.-  
2023 Asphalt Road Program  
Completed Contract Value - \$400,6278  
Brian Madar, Project Manager - [bmader@hovancsek.com](mailto:bmader@hovancsek.com)

- City of Munroe Falls, - GPD Group  
City Parking Lots Resurfacing  
Completed Contract Value \$219,249  
Matthew Glass, Project Manager - [mglass@gpdgroup.com](mailto:mglass@gpdgroup.com)
- Village of Mogadore- GPD Group  
2023 Chip & Seal Repairs  
Completed Contract Value - \$155,238  
Matthew Glass, Project Manager - [mglass@gpdgroup.com](mailto:mglass@gpdgroup.com)
- Lake Metroparks  
Farmpark Paving Repairs & Resurfacing - Lake Metroparks –  
Completed Contract Value :\$76,839  
Sam Wartluft-440-639-7275
- Mill Creek Metroparks,  
West Park Drive Resurfacing-  
Completed Contract Value - \$106,468  
John Kleshinski x133 Phone: (330) 702-3000
- Mill Creek Metroparks,  
Chestnut Drive Resurfacing  
Completed Contract Value -\$238,798  
John Kleshinski x133 Phone: (330) 702-3000
- Lake Metroparks  
Pine Ridge Country Club Path Paving  
Completed Contract Value-\$106,516  
Sam Wartluft 440-639-7275
- City of Canal Fulton  
2023 Street Chip & Seal and Asphalt Resurfacing Completed  
Contract Value - \$164,936  
Keith Dylewski [kad@civproengineering.com](mailto:kad@civproengineering.com)
- City of Mentor  
Lagoons Roadway Maintenance Contract A  
Completed Contract Value - \$308,806  
Matthew Bennett, PE - [Bennett@cityofmentor.com](mailto:Bennett@cityofmentor.com)

- Village of Lakemore- Hammontree & Associates  
2023 Resurfacing Project - Mohican Blvd Hammon  
Completed Contract Value - \$ 116,529  
Joshua J. Renicker, P.E., MS-ENMGT  
Josh Municipal Engineering Manager - [jrenicker@hammontree-engineers.com](mailto:jrenicker@hammontree-engineers.com)
- City of Lyndhurst - Chagrin Valley Engineering  
2023 Road Program  
Completed Contract Value \$ 1,0798,144  
Jeff Filarski – Engineer – [filarski@cvelimited.com](mailto:filarski@cvelimited.com)
- Russel Twp. -Geauga County Engineers  
The Asphalt Resurfacing of Various Roads  
Completed Contract Value- \$630,608  
Russell Township (440) 338-8912
- City of Pepper Pike - Chagrin Valley Engineering  
2023 Asphalt Program  
Completed Contract Value \$723,440  
Mitch Heath [heath@cvelimited.com](mailto:heath@cvelimited.com)
- Hamilton Excavating & Trucking  
Annabelle's Diner Parking Lot Paving  
Ken Hamilton 440.669.1909
- Village of Bratenahl – Chagrin Valley Engineering  
Eddy Rd Resurfacing  
Completed Contract Value \$167,319  
Donald Bierut Phone: (440) 439-1999
- Brimfield Twp.- Portage County Engineer  
Paving/Chip Seal  
Completed Contract Value - \$306,100  
Mike Collins, Project Manager - [mcollins@portageco.com](mailto:mcollins@portageco.com)

- City of Highland Heights  
Community Park Tennis Court Resurfacing  
Completed Contract Value \$240,000  
Brian Madar, Project Manager - bmadar@hovancsek.com
  
- Village of Bratenahl- Chagrin Valley Engineering  
2023 Pavement Program  
Completed Contract Value \$42,605.04  
Donald Bierut Phone: (440) 439-1999
  
- Bainbridge Township – Geauga County Engineers  
The Asphalt Paving of Various Streets  
Completed Contract Value – \$783,225.00  
Gauga County Engineers (440) 279-1800, Bainbridge Township (440) 543-9871
  
- Village of Geneva on the Lake –  
2023 Fog Sealing  
Completed Contract Value -\$13,153.35  
Jeremy R Shaffer (440) 466-8197
  
- Hiram Township - Portage County Engineer  
2023 Chip & Seal  
Completed Contract Value - \$182,345.30  
Mike Collins, Project Manager - mcollins@portageco.com
  
- City of Brecksville  
2023 Road Program  
Completed Contract Value – \$91,150.00  
Matt Salisbury, (440) 526-2622
  
- Bainbridge Township - Geauga County Engineers  
The Chip Seal of Various Roads Fields Rd. & Cats Den Rd  
Completed Contract Value – \$96,790.00  
Gauga County Engineers (440) 279-1800, Bainbridge Township (440) 543-9871



- Chester Township – Geauga County Engineers  
The Chip Seal of Various Roads  
Completed Contract Value -\$166,291.00  
Gauga County Engineers (440) 279-1800
- Suffield Township  
2023/2024 Road Materials  
Completed Contract Value – \$89,078.00  
Suffield Township (330) 628-7420
- Huntington Township  
Chip Seal Project 78,271.00  
Completed Contract Value -\$78,271.00  
Huntington Township Jed Lamb 440-213-3769
- Freedom Township - Portage County Engineer  
2023 Chip Seal-  
Completed Contract Value – \$54,714  
Mike Collins, Project Manager -  
[mcollins@portageco.com](mailto:mcollins@portageco.com)
- Village of Mogadore - GDP Group  
-2023 Chip & Seal Repairs  
Completed Contract Value - \$84,502.00  
Village of Mogadore (330) 628-4896
- Rootstown Township – Portage County Engineers 2023  
Chip Seal  
Completed Contract Value – \$84,954.00  
Mike Collins, Project Manager -  
[mcollins@portageco.com](mailto:mcollins@portageco.com)
- Milton Twp.  
Chip Seal/MC3000  
Completed Contract Value -\$97,608.00  
Milton Township 419) 651-3855

## **Equipment List 2026**

### **Motorized Pavers:**

2024 Vogele Super 1700-3i VF 500 Extending Screed Paver  
2024 Vogele Super 2003-3i VF600 10-20' Extending Screed 0975.0155  
2015 Vogele Vision 8-16 Highway Class Track Paver  
2019 Dynapac FT800 Highway Class Track Paver Carlson EZIV  
2012 Vogele 5100 Highway Class Paver  
2012 Leeboy Paver

### **Rollers:**

2019 Dynapac CC 4200 12 ton DBL Drum Vibratory  
2025 Dynapac CC6200 84" drum 14 ton DBL Drum Vib.  
2019 Dynapac CC 1200 5 ton DBL Drum Vibratory  
2020 Dynapac CC 950 2 ton DBL Drum Vibratory  
2022 Sakai 884 84" Double Drum Asphalt Roller  
2022 Sakai 77 4 66" Double Drum Asphalt Roller  
2020 Sakai 504 3-5 Ton Asphalt Roller  
1998 HAMM GRW5 Rubber Tire Chip Roller  
2004 Ingersoll Rand PT125R Rubber Tire Chip Roller  
2001 Bomag Roller  
2004 Bomag Roller Rubber Tire

**Milling Machines:**

2020 Wirtgen 2101 7'3" Cutting width 800HP  
2021 Wirtgen W150XFI Multi Cutter heads 5',4',2'  
2016 Wirtgen W1200 4' Milling Machine  
1994 Wirtgen W500 Self Loading Conveyor 24" and 12" Cutter Heads  
2024 Wirtgen CP24G Cold Planer  
2025 Wirtgen CP24 Cold Planner  
2018 Case 247 24" Mini Mill  
2025 Flatliner 48" FL9004C Diamond Grinder

**Motorized Chip Spreaders:**

2015 Etnyre K Series 10'-20' variable width computerized  
2005 Etnyre K 10'-20' variable width computerized  
2005 Etnyre K series 13' fixed width computerized  
2019 American Road Machinery Chip Spreader 8'

**Asphalt Distributors:**

2025 Rosco Max 3B 1900 Gallon 16' Spray Bars  
2000 Etnyre Centennial 2000 Gallon 1461  
2000 computerized w/20' spray bars 5127  
2000 Etnyre Centennial 1700 computerized 12' Spray Bars  
1998 Etnyre 3200 SAMII computerized w/16' spray bars  
2021 Cimline Tack Distributor Hand Wand  
1988 Tar Trailer  
2023 Cimline MP2 Melter Crack Sealing Machine (Computerized)

2006 Etnyre (Sterling LT) Distributor Tank 3500 Gallon 8'-20' Spray Bar 9100  
1998 Rosco Maximixer 2000 Asphalt Distributor

**Asphalt Liquid Storage:**

(5) Heatec Asphalt Liquid Heated Storage Tanks

**Dozers and Excavators:**

2020 Case 650M Dozer  
2025 JOHN DEERE 85P Excavator  
2024 JOHN DEERE 60 P TIER EXCAVATOR GEN A

**Backhoes and Skid Steel's and Loaders:**

2025 John Deere 330G Skid Steere Loader RT  
2020 Case SR240 Skid Steer w/attachments  
2020 Cat 420 Backhoe Hoe 4in1 w/Ripper  
2000 Case 580K Rubber Tire Backhoe 4in1 Bucket w/Ripper  
2014 Liebherr 556 4 yd. Wheel Loader  
2024 JOHN DEERE 333G COMPACT TRACK LOADER  
2025 JOHN DEERE 333G COMPACT TRACK LOADER

**Road Widener:**

2022 Midland SPD-6 Widener  
Blaw Knox RW30

**Asphalt Plants:**

Astec 200TPH continuous mix

RMI 300 TPH Portable Cold Mix Plant

1996 Stan Steel 150 - Portable Drum Mix Asphalt Plant

RAP Feed System

**Asphalt Semi Tankers:**

2005 Etnyre Tanker Trailer 6500 Gallon DBL w/Pump System

1990 Etnyre Tanker 6000 Gallon

**Screening Equipment:**

H&B Triple Deck stationary plant

**Power Plants:**

Doosan G70

**Trucks and Trailers:**

2025 Dodge Ram Laramie 2500 VIN: 7727

2025 Dodge Ram Laramie 2500 VIN: 7757

2026 Kaufman 50 Ton Detachable Carry All Trailer VIN:5400N

2025 Chevy Silverado HD 2500 VIN:0281

2026 Wester Star 47X 5 axle dump

2025 Dodge Ram Big Horn 3500 Vin:7429

1996 Peterbilt 379 Semi Tractor (Carry All) 8290

2025 Mortitz DLBH 610-14 Dump Trailer 1232

2026 Mortitz ELBH GT-22 Equipment Trailer 22' Deck Hyd. VIN:4376

2026 Mortitz ELBH GT-22 Equipment Trailer 22' Deck Hyd. VIN:4378

2025 Dodge Ram Big Horn 3500 Vin:2987

**Trucks and Trailers: Continued**

1997 Ford F800 S/A Dump 7474  
2023 Gatormade Landscape Trailer - 20' 8791  
2020 Rampant 50 Ton detachable  
2022 Moritz Equipment Trailer 3444  
1999 L9000 Tri Axle Dump  
2017 Quality 20 ton Tag Trailer 5813  
2016 Chevy 1500 Traffic Support Truck 6023  
2007 Kenworth T800 (Carry all tractor) 8103  
2020 Chevy 1500 Silverado 2WD 2605  
2019 Chevy HD2500 Service Truck 3419  
1986 Ford L9000 carry all tractor 3253  
2002 Chevy Water Truck 3560  
2011 F-350 Service Body 3596  
2011 F-350 Service Body Mechanics Truck 6938  
2006 Ford F-350 1413  
2008 Ford F250 w/liftgate  
2007 Chevy 2500 0626  
2011 Chevy Silverado 2500 Pick Up 2396  
2017 Chevy 2500 Pick Up  
2012 Ford F-350 Stake Body Truck 7885  
2012 Ford F-350 Sake Body Truck 9237  
2023 Chevy Silverado Service Truck 6582  
1977 General Casting/Mortar Trailer (Job Site Use)  
2013 Chevy 2500 HD p/u 7119  
2003 HMD 12' Enclosed Trailer 2948

2012 Sureco 20' Concrete Support Trailer 0777

**MISC Attachments:**

(2) 7' Kick Brooms

(2) Pick Up Brooms

**MISC. Attachments (continued):**

Breaker/Hammer Skid mount

RPM Removal attachment

**Tow Behind Equipment:**

Sullair diesel compressor w/Jack hammers

Tar Kettle

**Power Hand Tools:**

Walk behind Pavement Grinder

(5) Gas Plate Tampers

(8) Hand Gas Saws

**CORPORATE RESOLUTION/ SECRETARY'S STATEMENT**

EIN: 87-4053926      State of Ohio Certificate 202135402150

John Bojec, President of Geauga Highway Co. an Ohio Corporation hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of Geauga Highway Co., on June 18, 2025, to wit:

"Resolved that John Bojec of this Corporation, namely the President, or Gary Helf, namely the Secretary, be and hereby are authorized and directed to enter into any and all contracts, bid guaranty and performance bonds with any and all entities deemed fit, for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said John Bojec or Gary Helf shall authorize, and they further are hereby authorized and directed to execute and deliver unto said entities any other instruments which in their discretion they shall deem necessary to carry out the foregoing resolution."

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Corporation at Hiram, Ohio the 18th day of June 2025, and I further certify that said Resolution is still in force and effect.



*John Bojec*

**JOHN BOJEC  
PRESIDENT**



# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose

4790158

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GEAUGA HIGHWAY CO.

and, that said business records show the filing and recording of:

Document(s)

AGENT ADDRESS CHANGE

Document No(s):

202407903850

Effective Date: 03/19/2024



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 19th day of March, A.D. 2024.

A handwritten signature in dark ink, appearing to read "Frank LaRose".

Ohio Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2026

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<br>ARNOLD INSURANCE AGENCY, INC.<br>1400 HAFT DRIVE<br>REYNOLDSBURG, OH 43068      | CONTACT NAME: NIKI<br>PHONE (A/C, No, Ext): 614-863-0455 FAX (A/C, No): 614-863-2474<br>E-MAIL ADDRESS: NIKI@ARNOLDINSURANCEAGENCY.COM                      |
| INSURED<br>GEAUGA HIGHWAY CO.<br>14126 MAIN MARKET RD.<br>HIRAM, OH 44234<br>(440) 834-4850 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: EMPLOYERS MUTUAL CASUALTY CO NAIC # 21415<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER:  | Y         | Y        | 6D5-28-31     | 03/01/26                | 03/01/27                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y         | Y        | 6E5-28-31     | 03/01/26                | 03/01/27                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                               | Y         | Y        | 6J5-28-31     | 03/01/26                | 03/01/27                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$                                                                                                                                                                                   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                     | Y/N       | N/A      | 6D5-28-31     | 03/01/26                | 03/01/27                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER OH STOP GAP<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                           |

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

ADDITIONAL INSURED ON THE GENERAL LIABILITY IS LISTED BELOW AS CERTIFICATE HOLDER:

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Bureau of Workers'  
Compensation

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer  
80120009

Geauga Highway Co.  
14126 Main Market Rd  
Hiram OH 44234-9604

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

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

*Stephanie McCloud*

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

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

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



Bureau of Workers'  
Compensation

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

## ***State of Ohio Affirmative Action Program***

**TO: All Employees**

**FROM: John Bojec**

**DATE: 12/27/2024 10:00:13 AM**

**SUBJECT: Equal Employment Opportunity and Affirmative Action Policy Statement**

It is the policy of the Geauga Highway Co to ensure equal employment opportunity in accordance with the Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal.

Gauga Highway Co managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. This policy statement will be disseminated to all employees, various recruitment sources and will be displayed on all construction job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

Persons who believe Geauga Highway Co has discriminated against them may file a discrimination complaint with William Dvorak. The EEO Representative has full authority to manage issues involving employment discrimination.

**Point of contact to file allegations of discrimination:**

Company's EEO Representative: William Dvorak

Location: 9215 SR 303 Windham 44288

Phone Number: 4408344850

Mail Address: britw@ghwyco.com

**To: All Employees**  
**FROM: John Bojec**  
**DATE: January 3, 2025**  
**SUBJECT: Sexual Harassment Policy Statement**

The Geauga Highway Co is committed to providing a working environment free from discrimination, and to prohibit harassment of employees and applicants, including sexual harassment. Geauga Highway Co will implement the policy to fully comply with applicable federal, state and local laws, rules and regulations in the area of non-discrimination and harassment of employment.

Sexual harassment is defined as any unwelcome or unwanted sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature from someone in the workplace that creates discomfort and/or interferes with the job. Conduct constitutes harassment when:

Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; Submission to or rejection of such conduct by an individual is used as the basis for employment decisions and/or retaliation; or

Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Harassment will not be tolerated in the Geauga Highway Co's workplace. Such conduct is subject to discipline, up to and including termination. Any employee who believes he or she is a victim of sexual harassment must immediately report any incident to the company's designated EEO Officer. The company will not tolerate retaliation against any employee who complains of sexual harassment or provides information in connection with any such complaint.

**Point of Contact:**

If you have any questions regarding this policy, please contact William Dvorak, EEO Officer, at 4408344850.



|                                           |                                  |
|-------------------------------------------|----------------------------------|
| Company name<br><u>Geauga Highway Co.</u> | Policy number<br><u>80120009</u> |
|-------------------------------------------|----------------------------------|

The purpose of an action plan is to help employers improve their safety and health processes. Review the results from the Safety Management Self-Assessment and identify and prioritize manageable action items that will generate the desired improvements. If you would like assistance completing this action plan or with developing or implementing any of the action plan activities, please call 1-800-644-6292 and request personal assistance from your assigned BWC representative.

For each section determine:

1. What actions (if any) you will take and how they will be accomplished?
2. Who will be responsible for ensuring the completion of each action item?
3. When will each planned action item be completed?
4. What is the expected improvement to your safety and health process once the action item is completed?

**1. Management commitment** –The level of commitment that management demonstrates to the safety and health process

|                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Planned activity (attach separate sheet if needed)<br><u>Hold Quarterly Safety Meetings</u>                                                                                                            |
| <u>Bob Khanna</u><br>Person responsible                                                                                                                                                                |
| <u>1/5/2023</u><br>Target date                                                                                                                                                                         |
| <u>Have Meetings quarterly, employees are able to ask safety questions and receive quality safety information.</u><br>Describe how this completed activity will improve your safety and health process |

**2. Accountability** –The process used to assign safety and health management responsibilities and to evaluate, recognize and reward performance

|                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Planned activity (attach separate sheet if needed)<br><u>Safety and health responsibilities to perform their duties effectively.</u>                                      |
| <u>Bob Khanna</u><br>Person responsible                                                                                                                                   |
| <u>1/5/2023</u><br>Target date                                                                                                                                            |
| <u>Provide safety and health responsibilities to perform their duties effectively</u><br>Describe how this completed activity will improve your safety and health process |

**3. Employee participation** –The extent the employees participate in and are encouraged to be involved in the safety and health of the workplace

|                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Planned activity (attach separate sheet if needed)<br><u>All employees are given the opportunity to attend all safety meetings and safety awareness meetings.</u> |
| <u>Mr. John Bojec</u><br>Person responsible                                                                                                                       |
| <u>1/5/2023</u><br>Target date                                                                                                                                    |
| <u>By giving them the skills and education on Safety Awareness</u><br>Describe how this completed activity will improve your safety and health process            |

**4. Safety culture** –The organizational values, management style, environment and social norms related to safety and health

Planned activity (attach separate sheet if needed)

The company has open communication on safety and health issues and encouraged employee feedback.

Bob Khanna

Person responsible

2/1/2022

Target date

Employees giving their opinion and feedback on health and safety.

Describe how this completed activity will improve your safety and health process

**5. Hazard prevention and control** –The process to identify and correct unsafe acts and conditions

Planned activity (attach separate sheet if needed)

All employees are encouraged to report any safety and health issues to their supervisors and upper management.

Mr. John Bojec

Person responsible

1/5/2023

Target date

By keeping this open communication on health hazard in the work environment.

Describe how this completed activity will improve your safety and health process

**6. Safety and health training and education** –The process of ensuring safety education and training is provided to people at all levels, and that skills are assessed to ensure understanding

Planned activity (attach separate sheet if needed)

Provide education safety classes to employees to levels and skills

Bob Khanna

Person responsible

1/5/2023

Target date

Supervisors will work with safety coordinator to implement safer measures.

Describe how this completed activity will improve your safety and health process

**7. Accident analysis** –The method of gathering and analyzing accident information; determining root causes and identifying safety improvements to prevent future accidents

Planned activity (attach separate sheet if needed)

Gather all information regarding accident facts, find our causes of accidents and find ways to prevent future accidents.

Mr. John Bojec

Person responsible

1/5/2023

Target date

Supervisors will work with safety coordinator to implement safer measures.

Describe how this completed activity will improve your safety and health process

8. **Workers' compensation claims management** –The management process for ensuring timely filing of claims, care for injured workers, and minimizing the financial impact of claims on the organization

|                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Planned activity (attach separate sheet if needed)                                                                                            |
| To report injuries, illnesses, medical treatment and claims in a timely manner. Make sure there is no financial claim impact to the employees |
| Mr. John Bojec                                                                                                                                |
| Person responsible                                                                                                                            |
| 1/5/2023                                                                                                                                      |
| Target date                                                                                                                                   |
| Having employee return to work injury free or light duty until the employee can return to full work.                                          |
| Describe how this completed activity will improve your safety and health process                                                              |

9. **Return-to-work practices** –The management process for ensuring a safe, efficient return to work by injured workers to help reduce financial burdens on the employee and employer

|                                                                                  |
|----------------------------------------------------------------------------------|
| Planned activity (attach separate sheet if needed)                               |
| Management process a safe return-to-work.                                        |
| Mr. John Bojec                                                                   |
| Person responsible                                                               |
| 1/5/2023                                                                         |
| Target date                                                                      |
| Injured employee returning to work in a safer work condition.                    |
| Describe how this completed activity will improve your safety and health process |

10. **Employee health promotion (wellness)** –The organization's efforts to encourage personal health improvement and health maintenance among its employees

|                                                                                  |
|----------------------------------------------------------------------------------|
| Planned activity (attach separate sheet if needed)                               |
| Employee encouraged to utilize company Lifestyle EAP Program (Wellness at Work)  |
| Mr. John Bojec                                                                   |
| Person responsible                                                               |
| 1/5/2023                                                                         |
| Target date                                                                      |
| Employees will have counseling available for health improvement                  |
| Describe how this completed activity will improve your safety and health process |

|                                                                |                |
|----------------------------------------------------------------|----------------|
| <input checked="" type="checkbox"/> <i>John Bojec</i>          | 1/5/2023       |
| Signature of company official responsible for this action plan | Date submitted |



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

**DATE: 5/13/2026**

**SUBJECT: RESOLUTION TO SUPPORT A TEMPORARY LEASE AT 23456 MERCANTILE RD,  
BEACHWOOD OHIO**

---

This resolution supports a temporary lease for Millenium Corporation to utilize 6,000 square feet of space for temporary storage as they continue growth within the City of Beachwood. Finished goods prepared for shipping with more materials coming in.

**History:** The City of Beachwood owns the 35,000 square foot building at 23456 Mercantile Road and has assessed the available space within the space of which 6,000 square feet can be made available for the company for a short period of time.

**Project Details:** Millenium Corporation continues to grow here in the City of Beachwood. As a part of that growth, this temporary lease enables them to move storage from their current location to this temporary location for an estimated 6 month period. This lease does allow for flexibility in case there is a need for the City to move forward related to roadway infrastructure decisions on the connector road with a 90 day notice. Also, if the company should not need the lease for the 7 months they would have the flexibility to leave the lease, Additional extensions may be considered, again taking into consideration City needs for site access and control.

**Financial/Purchasing:** This lease is provided with an expected monthly price of no more than \$3.75 per square foot.

**Recommendations:** My recommendation is to proceed with this legislation approving the lease for the purposes of fostering continued growth of the companies operations within the Commerce Park area.

INTRODUCED BY:

RESOLUTION NO. 2026-57

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MILLENNIUM CONTROL SYSTEMS, LLC TO OCCUPY CERTAIN SPACE WITHIN THE CITY-OWNED BUILDING LOCATED AT 23456 MERCANTILE ROAD, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has received a proposal from Millenium Control Systems, LLC to lease space in the City-owned building located at 23456 Mercantile Road;

WHEREAS, Millenium Control Systems, LLC intends to occupy the space for a lease term beginning June 1, 2026, and ending December 31, 2026;

WHEREAS, Millennium Control Systems, LLC will pay the rate of Three Dollars and Seventy-Five Cents (\$3.75) per square foot for approximately 6,000 square feet of leased space, for a total estimated amount of One Thousand Eight Hundred Seventy-Five Dollars and No/Cents (\$1,875.00) per month for the lease term.

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

Section 1: The Mayor is hereby authorized to enter into a lease agreement with Millenium Control Systems, LLC, as set forth in the recitals to this Resolution and substantially upon the terms set forth in the lease agreement and in a form as approved by the Law Director.

Section 2. This Council finds that the requested space in the property that is subject to this Resolution is not currently needed for a public purpose and that said lease will promote the general welfare of the City of Beachwood through economic development.

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 Lease Agreement 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 18<sup>th</sup> day of May, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19<sup>th</sup> day of May, 2026.

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Clerk

Approval: I have approved this legislation this 19<sup>th</sup> day of May, 2026 and filed it with the Clerk.

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Mayor