



**BEACHWOOD CITY COUNCIL MEETING AGENDA
MONDAY, JULY 15, 2024, 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. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
5. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)
6. Approval of Minutes (Consent Agenda):
Regular Council Meeting held on June 10, 2024
Special Council Meeting held on June 18, 2024

New Business

Ordinances

1. 2024-58

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. 2024-59

An Ordinance extending the Moratorium, for a Period of six (6) Months from the effective date of this Ordinance, on Applications for, and the Approval of, Zoning Reviews and Permits, Building Permits, Certificates of Occupancy, and Other Permits and Licenses for any Building, Structure, Use, or Change of Use that would enable the Cultivation, Processing, Distribution, or Sale of Adult Use Cannabis in order to allow for the City to continue to review applicable State and Local Laws; to plan for regulations relating to such uses; and declaring this to be an urgent measure

New Business

Resolutions

1. 2024-23

A Resolution authorizing a Beachwood Economic Impact Program Forgivable Loan Agreement with Millennium Control Systems, LLC.; and declaring this to be an urgent measure

2. 2024-24

A Resolution authorizing the Mayor to enter into a Job Creation Tax Credit Incentive Agreement with Millennium Control Systems, LLC; and declaring this to be an urgent measure

3. 2024-25

A Resolution urging the Cuyahoga County Council not to pass a Resolution urging the County Executive and County Treasurer to Divest from Israel; and declaring this to be an urgent measure

4. 2024-26

A Resolution authorizing the Mayor to Execute and Deliver a Subdivision Participation and Release Form to Settle the City's Claims and Participate in a Settlement Agreement against Kroger Co. in the National Opiate Prescription Litigation; and declaring this to be an urgent measure

5. 2024-27

A Resolution confirming the Appointment of Eric Synenberg as a Member of the Tax Incentive Review Council (TIRC) for the City of Beachwood, Ohio; and declaring this to be an urgent measure

6. 2024-28

A Resolution confirming the Appointment of Jillian DeLong as a Member of the Tax Incentive Review Council (TIRC) for the City of Beachwood, Ohio; and declaring this to be an urgent measure

7. 2024-29

A Resolution accepting a Certain Bid from Fabrizi Trucking and Paving Company, Inc for the 2024 Concrete Repair Program; and declaring this to be an urgent measure

8. 2024-30

A Resolution accepting a Certain Bid from Heritage Pool Supply Group, Inc. DBA EMSCO for the purchase and replacement of the 3-Meter Diving Board at the Beachwood Family Aquatic Center; and declaring this to be an urgent measure

Motions

1. A Motion Authorizing the Clerk of Council to advertise for Bids for the Shaker Park (west side) Park Path Replacement per BCO 121.09 and ORC 7.16

Correspondence

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

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Tuesday, September 3, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

**Council Members: Alec Isaacson – Council President
Danielle Shoykhet – Council Vice-President
Jillian DeLong, Joshua Mintz,
Ali B. Stern, Eric Synenberg, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC**

**Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.
A written synopsis of all agenda items and votes shall also be promptly prepared and kept.**

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

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

Section 1:

For Supplies and Services	July 15th , 2024	\$ 226,064.49
GPD	Engineering Services	\$ 154,571.79
Code Consultation -Paul Kowalczyk	Professional Services	\$ 1,968.75
Michael Wildermuth	Professional Services	\$ 937.50
Sixmo Architects	Professional Services	\$ 531.25
Roetzel	Legal Services	\$ 64,346.00
Goodyear/Wingfoot	Public Works Invoice	\$ 3,709.20

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 15th day of July, 2024 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices

July 15, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024	2023	2022
								ENCUMBRANCES		
2024119.02-3	4/12/2024	\$21,923.76	\$0.00	\$21,923.76	Capital			X		
2024119.03-3	5/10/2024	\$1,552.50	\$0.00	\$1,552.50	General			X		
2024119.04-1R	3/8/2024	\$478.50	\$0.00	\$478.50	Capital			X		
2024119.04-2R	4/12/2024	\$3,568.50	\$0.00	\$3,568.50	Capital			X		
2024119.04-3R	5/10/2024	\$22,128.25	\$0.00	\$22,128.25	Capital			X		
2024119.90-5	6/9/2024	\$3,383.50	\$0.00	\$3,383.50	General			X		
2021119.91-36	6/9/2024	\$8,361.13	\$0.00	\$8,361.13	Capital			X		
2023119.91-12	6/11/2024	\$61.50	\$0.00	\$61.50	General			X		
2022119.04-18	6/14/2024	\$2,689.25	\$0.00	\$2,689.25	Capital			X		
2024119.04-4	6/14/2024	\$24,902.38	\$0.00	\$24,902.38	Capital			X		
2023119.05-13	6/14/2024	\$21,429.13	\$0.00	\$21,429.13	Capital				X	
2024119.01-5	6/13/2024	\$1,050.00	\$0.00	\$1,050.00	General			X		
2023119.10-8	6/13/2024	\$6,462.13	\$0.00	\$6,462.13	Capital			X		
2024119.03-4	6/13/2024	\$345.00	\$0.00	\$345.00	General			X		
2024119.02-5	6/13/2024	\$35,316.26	\$0.00	\$35,316.26	Capital			X		
2023119.07-2	6/13/2024	\$920.00	\$0.00	\$920.00	General			X		
2022120.07-12	6/13/2024	\$1,047.38	\$0.00	\$1,047.38	Deposits	Porshe of Beachwood		X		
2024120.02-5	6/13/2024	\$1,674.63	\$0.00	\$1,674.63	Deposits	Beachwood Schools		X		
			\$0.00	\$0.00						

Total To Pay		<u><u>\$157,293.80</u></u>	
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Total Capital Fund		\$147,259.29	
Total General Fund		\$7,312.50	
Total Deposits		\$2,722.01	
Total Street Const. Mant.		\$0.00	
Less: Billable Charges		<u>(\$2,722.01)</u>	
Net Paid by City:		<u><u>\$154,571.79</u></u>	



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

May 10, 2024

Invoice No: 2024119.03 - 3

Invoice **\$1,552.50**
Total

Project 2024119.03 Beachwood - Dead Tree Surveys

Professional Services from March 30, 2024 to April 26, 2024

Task 175 3330 S. Green and City Cemetery

Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Novak, Rick	10.00	115.00	1,150.00
Sr. Surveyor			
Faulkner, Scott	3.50	115.00	402.50
Totals	13.50		1,552.50
Total Labor			1,552.50

Total this Task \$1,552.50

Total this Invoice \$1,552.50 *1/12*

Outstanding Invoices

Number	Date	Balance
2	4/12/2024	2,070.00
Total		2,070.00

Billings to Date

	Current	Prior	Total
Labor	1,552.50	5,668.50	7,221.00
Totals	1,552.50	5,668.50	7,221.00

OK TO Pay
C.V.

SVC
APPROVED FOR PAYMENT

BY: *[Signature]*
DATE: *5-22-24*
P/O: *2624-00661*

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.03-1	2024119.03	02/23/24	SERVICE	\$3,598.50
04/12/24	2024119.03-2	2024119.03	03/29/24	SERVICE	\$2,070.00
05/10/24	2024119.03-3	2024119.03	04/26/24	SERVICE	\$1,552.50

\$7,221.00



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

March 08, 2024

Invoice No: 2024119.04-1R

Invoice Total \$478.50

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from January 27, 2024 to February 23, 2024

Task 100 Pre-Design

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Hewitt, James	1.00	148.50	148.50
Sr. Project Manager			
DiCesare, David	2.00	123.00	246.00
Totals	3.00		394.50
Total Labor			394.50
Total this Task			\$394.50

Task 170 Survey

Professional Personnel

	Hours	Rate	Amount
Project Aid/Clerical			
DuBose, Amanda	1.50	56.00	84.00
Totals	1.50		84.00
Total Labor			84.00
Total this Task			\$84.00

Billing Limits

	Current	Prior	To-Date
Total Billings	478.50	0.00	478.50
Limit			175,404.00
Remaining			174,925.50

Total this Invoice \$478.50

BY: C. Linito

DATE: 5-28-24

P/O: 2024-00448

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	\$478.50

\$478.50



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

April 12, 2024

Invoice No:

2024119.04 - 2R

Invoice Total	\$3,568.50
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Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from February 24, 2024 to March 29, 2024

Task 100 Pre-Design

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Hewitt, James	2.50	148.50	371.25
Sr. Project Manager			
DiCesare, David	3.00	123.00	369.00
Totals	5.50		740.25
Total Labor			740.25
Total this Task			\$740.25

Task 170 Survey

Professional Personnel

	Hours	Rate	Amount
Office Survey Technician 3			
Bachman, Christian	14.00	95.00	1,330.00
Field Survey Technician 1			
Gregory, Timothy	3.00	85.00	255.00
Survey Project Manager			
Treat, Adam	4.00	123.00	492.00
Sr. Surveyor			
Shimer, Dennis	3.00	115.00	345.00
Sr. Designer			
Burlett, Jessica	3.00	88.75	266.25
Project Aid/Clerical			
DuBose, Amanda	2.50	56.00	140.00
Totals	29.50		2,828.25
Total Labor			2,828.25

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

APPROVED FOR PAYMENT

DATE:

P/O:

Project	2024119.04	Beachwood - Bryden Sewer Pre-Design	Invoice	2R
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Total this Task **\$2,828.25**

Billing Limits

	Current	Prior	To-Date
Total Billings	3,568.50	478.50	4,047.00
Limit			175,404.00
Remaining			171,357.00
Total this Invoice			\$3,568.50

Outstanding Invoices

Number	Date	Balance
1R	3/8/2024	478.50
Total		478.50

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	\$478.50
04/12/24	2024119.04-2R	2024119.04	03/29/24	SERVICE	\$3,568.50

\$4,047.00



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

May 10, 2024

Invoice No: 2024119.04 - 3R

Invoice **\$22,128.25**
Total

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from March 30, 2024 to April 26, 2024

Task 100 Pre-Design

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Hewitt, James	1.50	148.50	222.75
Sr. Project Manager			
DiCesare, David	6.50	123.00	799.50
Rufener, Jesse	.50	123.00	61.50
Design Engineer			
Getz, Collin	8.50	105.50	896.75
Totals	17.00		1,980.50
Total Labor			1,980.50
Total this Task			\$1,980.50

Task 170 Survey

Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Quincel, Donald	2.00	115.00	230.00
Tribuzi, Ryan	73.50	115.00	8,452.50
Office Survey Technician 3			
Bachman, Christian	1.50	95.00	142.50
Field Survey Technician 2			
Ramey, Kyle	10.00	95.00	950.00
Field Survey Technician 1			
Gregory, Timothy	35.00	85.00	2,975.00
Survey Project Manager			
Treat, Adam	8.00	123.00	984.00
Sr. Surveyor			
Shimer, Dennis	11.00	115.00	1,265.00

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

APPROVED FOR PAYMENT

BY: *[Signature]*

DATE: 5-28-24

P/O: 2024-00448

Project	2024119.04	Beachwood - Bryden Sewer Pre-Design		Invoice	3R
Eng./Arch. Intern/Coop					
Green, Nicholas		20.50	61.50	1,260.75	
Kachline, Dylan		7.00	61.50	430.50	
Szpak, Katie		5.00	61.50	307.50	
Totals		173.50		16,997.75	
Total Labor					16,997.75
Reimbursable Expenses					
Other Reimbursable Exp.					
3/28/2024	Paragon Aerial Surveys	Prof. Services		3,150.00	
Total Reimbursables				3,150.00	3,150.00
				Total this Task	\$20,147.75
Billing Limits		Current	Prior	To-Date	
Total Billings		22,128.25	4,047.00	26,175.25	
Limit				175,404.00	
Remaining				149,228.75	
				Total this Invoice	\$22,128.25
Outstanding Invoices					
	Number	Date	Balance		
	1R	3/8/2024	478.50		
	2R	4/12/2024	3,568.50		
	Total		4,047.00		

Paragon Aerial Surveys

Jetstream Corporate Center N5 1025 Pittsburgh Dr
Delaware, OH 43015 US
19374701262
dan@paragonaerialsurveys.com



INVOICE

BILL TO
Christian Bachman
GPD Group
1801 Watermark Drive, Suite 210
Columbus, Ohio 43215

INVOICE 1036
DATE 03/28/2024
TERMS Net 30
DUE DATE 04/27/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
03/16/2024	Lidar and Imagery	Bryden_Rd_OH_20ppsm_3cm GPD Project # 2024119-04 Flightlines = 3 Images = 39	1	3,150.00	3,150.00
03/16/2024	Lidar and Imagery	Cleveland_Heights_OH_20ppsm_3cm GPD Project # 2024122-00 Flightlines = 8 Images = 2	1	4,050.00	4,050.00

Thank you for your business! Please send checks, made payable to Paragon Aerial Surveys, to 14886 Havens Corner RD SW, Pataskala, Ohio 43062. You may also pay by bank transfer. Please contact Dan at (937) 470 1262 with any questions.
Paragon Project # 24-0127, 24-0136

BALANCE DUE

\$7,200.00

26691
529

GPD Associates Invoices
BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.04-1R	2024119.04	02/23/24	SERVICE	\$478.50
04/12/24	2024119.04-2R	2024119.04	03/29/24	SERVICE	\$3,568.50
05/10/24	2024119.04-3R	2024119.04	04/26/24	SERVICE	\$22,128.25

\$26,175.25



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

RECEIVED

JUL 01 2024

Invoice

FINANCE DEPT

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

April 12, 2024

Invoice No: 2024119.02 - 3

Invoice **\$21,923.76**
Total

Project 2024119.02 Beachwood- 2024 Road Improvement Program

P.O # 2024-00447
Max not to Exceed 150,000.00
Professional Services from February 24, 2024 to March 29, 2024

Task 100 Design
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	41.00	148.50	6,088.50
Sr. Project Manager			
Fini, Nicholas	22.50	123.00	2,767.50
Design Engineer			
Libert, Alicia	23.00	105.50	2,426.50
Libert, Alicia	3.00	105.50	316.50
2024 Concrete Road Program			
Libert, Alicia	1.50	105.50	158.25
Beachwood Concrete Program			
Libert, Alicia	1.00	105.50	105.50
Concrete Road Program Update			
Staff Engineer/Architect			
Bartlett, Margaret	29.00	94.25	2,733.25
Bartlett, Margaret	1.50	94.25	141.38
Kick-off Meeting with Joe & File Organizing			
Sr. Designer			
Woycitzky, Robert	68.50	88.75	6,079.38
Eng./Arch. Intern/Coop			
Kapinski, Matthew	18.00	61.50	1,107.00
Totals	209.00		21,923.76

Total Labor

21,923.76

Total this Task

\$21,923.76

BY: [Signature]

DATE: 6-3-24

P/O: 2024-00447

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	COST
02/09/24	2024119.02-1	2024119.02	01/26/24	SERVICE	\$11,548.75
03/08/24	2024119.02-2	2024119.02	02/23/24	SERVICE	\$12,511.75
04/12/24	2024119.02-3	2024119.02	03/29/24	SERVICE	\$21,923.76

\$45,984.26



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

RECEIVED

Invoice

JUL 01 2024

FINANCE DEPT

City of Beachwood
Attn: Chief Katherine Dolan
kate.dolan@beachwoodohio.com
2700 Richmond Road
Beachwood, OH 44122

June 09, 2024

Invoice No: 2024119.90 - 5

Invoice Total \$3,383.50

Project 2024119.90 Beachwood - Traffic Services 2024

Letter Proposal

Max Not to Exceed \$36,000.00

Professional Services from April 27, 2024 to May 31, 2024

Task 054 May Traffic Services

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	8.00	148.50	1,188.00	
Sr. Project Manager				
Ferrell, Brett	4.00	123.00	492.00	
Westbrooks, Kevin	12.00	123.00	1,476.00	
Sr. Engineer				
Bennett, Judith	2.00	113.75	227.50	
Totals	26.00		3,383.50	
Total Labor				3,383.50
			Total this Task	\$3,383.50

Billing Limits

	Current	Prior	To-Date
Total Billings	3,383.50	12,407.25	15,790.75 ✓
Limit			36,000.00
Remaining			20,209.25

Total this Invoice \$3,383.50 jn

Outstanding Invoices

Number	Date	Balance
4	5/10/2024	2,654.50
Total		2,654.50

APPROVED FOR PAYMENT

BY: Pol D.C. Reese

DATE: 06-11-2024

P/O: 2024-00148

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.90-1	2024119.90	01/26/24	POLICE	\$3,752.25
03/08/24	2024119.90-2R	2024119.90	02/23/24	POLICE	\$2,377.75
04/12/24	2024119.90-3	2024119.90	03/29/24	POLICE	\$3,622.75
05/10/24	2024119.90-4	2024119.90	04/26/24	POLICE	\$2,654.50
06/09/24	2024119.90-5	2024119.90	05/31/24	POLICE	\$3,383.50

\$15,790.75



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

June 09, 2024

Invoice No: 2021119.91 - 36

Invoice Total \$8,361.13

Project 2021119.91 Beachwood - Richmond Road Signals

P.O. #2021-00640
Max Not to Exceed \$279,193.00

Professional Services from April 27, 2024 to May 31, 2024

Task 056 Plan Development Additional

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Goetz, Kristy	8.00	123.00	984.00
Westbrooks, Kevin	2.00	123.00	246.00
Sr. Engineer			
Stonitsch, Erik	.50	113.75	56.88
Summerville, Marcus	53.00	113.75	6,028.75
Eng./Arch. Intern/Coop			
Goins, Luke	17.00	61.50	1,045.50
Totals	80.50		8,361.13
Total Labor			8,361.13

Total this Task \$8,361.13

Billing Limits

	Current	Prior	To-Date
Total Billings	8,361.13	193,348.03	201,709.16
Limit			279,193.00
Remaining			77,483.84

Total this Invoice \$8,361.13

Outstanding Invoices

Number	Date	Balance
35	5/10/2024	1,906.50
Total		1,906.50

APPROVED FOR PAYMENT

BY: D.C. RESEK
DATE: 06-11-2024
P/O: 2023-01448

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
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
					<u>\$201,709.16</u>



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

City of Beachwood
Attn: Michelle Kaplan
michelle.kaplan@beachwoodohio.com
P.O. Box 22659
Beachwood, OH 44122

June 11, 2024

Invoice No: 2023119.91 - 12

Invoice Total \$61.50

Project 2023119.91 Beachwood - RRFB/School Flasher Design

Professional Services from April 27, 2024 to May 31, 2024

Task 152 Bid Book

P.O. #2024-00994

Max Not to Exceed \$2,500.00

Professional Personnel

	Hours	Rate	Amount
Sr. Project Manager			
Gaspar, David	.50	123.00	61.50
Totals	.50		61.50
Total Labor			61.50

Billing Limits

	Current	Prior	To-Date
Total Billings	61.50	1,600.50	1,662.00
Limit			2,500.00
Remaining			838.00
Total this Task			\$61.50

Total this Invoice \$61.50

Outstanding Invoices

Number	Date	Balance
11	5/10/2024	1,600.50
Total		1,600.50

APPROVED FOR PAYMENT

BY: [Signature]

DATE: 6-13-24

P/O: 2024-00994

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	COST
05/12/23	2023119.91-1	2023119.91	04/28/23	SERVICE	\$3,019.50
06/08/23	2023119.91-2	2023119.91	06/08/23	SERVICE	\$6,471.50
07/14/23	2023119.91-3	2023119.91	06/30/23	SERVICE	\$7,088.50
08/11/23	2023119.91-4	2023119.91	07/28/23	SERVICE	\$1,409.50
08/30/23	2023119.91-5	2023119.91	08/25/23	SERVICE	\$4,043.00
10/13/23	2023119.91-6	2023119.91	09/29/23	SERVICE	\$6,435.50
11/10/23	2023119.91-7	2023119.91	10/27/23	SERVICE	\$240.00
02/09/24	2023119.91-8	2023119.91	01/26/24	SERVICE	\$497.00
03/08/24	2023119.91-9	2023119.91	02/23/24	SERVICE	\$284.00
04/12/24	2023119.91-10	2023119.91	03/29/24	SERVICE	\$248.50
05/10/24	2023119.91-11	2023119.91	04/26/24	SERVICE	\$1,600.50
06/09/24	2023119.91-12	2023119.91	05/31/24	SERVICE	\$61.50

\$31,399.01



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

Invoice
RECEIVED
JUL 01 2024

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

June 14, 2024
Invoice No:

2022119.04 - 18
FINANCE DEPT

Invoice Total	\$2,689.25
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Project 2022119.04 Beachwood -Timberlane/Green San Relief
P.O. #2022-00316
Max Not to Exceed \$299,506.00
Professional Services from April 27, 2024 to May 31, 2024

Task 100 Design
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
DiCesare, David	12.00	123.00	1,476.00	
Design Engineer				
Getz, Collin	11.50	105.50	1,213.25	
Totals	23.50		2,689.25	
Total Labor				2,689.25
Total this Task				\$2,689.25

Billing Limits	Current	Prior	To-Date
Total Billings	2,689.25	293,017.07	295,706.32
Limit			299,506.00
Remaining			3,799.68
Total this Invoice			\$2,689.25

Outstanding Invoices

Number	Date	Balance
17	5/10/2024	2,627.50
Total		2,627.50

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6-18-24
P/O: 2022-00316

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.04-1	2022119.04	01/28/22	SERVICE	\$687.50
03/09/22	2022119.04-2	2022119.04	02/25/22	SERVICE	\$15,295.00
03/31/22	2022119.04-3	2022119.04	03/25/22	SERVICE	\$7,334.00
05/06/22	2022119.04-4	2022119.04	04/29/22	SERVICE	\$4,167.00
06/07/22	2022119.04-5	2022119.04	05/27/22	SERVICE	\$8,685.75
06/30/22	2022119.04-6	2022119.04	06/24/22	SERVICE	\$18,407.25
08/11/22	2022119.04-7	2022119.04	07/29/22	SERVICE	\$28,986.81
09/02/22	2022119.04-8	2022119.04	08/26/22	SERVICE	\$20,897.50
10/14/22	2022119.04-9	2022119.04	09/30/22	SERVICE	\$42,046.54
11/11/22	2022119.04-10	2022119.04	10/28/22	SERVICE	\$44,786.25
12/09/22	2022119.04-11	2022119.04	11/25/22	SERVICE	\$29,165.47
01/13/23	2022119.04-12	2022119.04	12/31/22	SERVICE	\$39,366.00
02/10/23	2022119.04-13	2022119.04	01/27/23	SERVICE	\$13,740.25
03/10/23	2022119.04-14	2022119.04	02/24/23	SERVICE	\$3,295.50
04/14/23	2022119.04-15	2022119.04	03/31/23	SERVICE	\$3,489.50
04/12/24	2022119.04-16	2022119.04	03/29/24	SERVICE	\$10,039.25
05/10/24	2022119.04-17	2022119.04	04/26/24	SERVICE	\$2,627.50
06/14/24	2022119.04-18	2022119.04	05/31/24	SERVICE	\$2,689.25

\$295,706.32



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

Invoice
RECEIVED
JUL 01 2024

FINANCE DEPT

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

June 14, 2024

Invoice No: 2024119.04 - 4

Invoice Total \$24,902.38

Project 2024119.04 Beachwood - Bryden Sewer Pre-Design

P.O. #2024-00448

Max Not to Exceed \$175,404.00

Professional Services from April 27, 2024 to May 31, 2024

Task 100 Pre-Design

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Hewitt, James	2.00	148.50	297.00
Sr. Project Manager			
DiCesare, David	4.00	123.00	492.00
Rufener, Jesse	18.00	123.00	2,214.00
Design Engineer			
Getz, Collin	1.50	105.50	158.25
Wojciechowski, Taylor	23.00	105.50	2,426.50
Staff Engineer/Architect			
Watson, Tyler	2.50	94.25	235.63
Totals	52.00		5,971.88
Total Labor			5,971.88

Reimbursable Expenses

Other Reimbursable Exp.			
6/6/2024 AECOM Inc.	Prof. Services	10,150.00	
Total Reimbursables		10,150.00	10,150.00
Total this Task			\$16,121.88

Task 170 Survey

Professional Personnel

	Hours	Rate	Amount
Office Survey Technician 3			
Arnold, Casey	6.00	95.00	570.00
Office Survey Technician 2			
Mills, Justin	42.50	77.50	3,293.75

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INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
Net 30 days.

APPROVED FOR PAYMENT
BY: *[Signature]*
DATE: 6-13-24
P/O: 2024-00448

Project	2024119.04	Beachwood - Bryden Sewer Pre-Design		Invoice	4
Field Survey Technician 1					
Kachline, Dylan		1.50	85.00	127.50	
Survey Project Manager					
Treat, Adam		31.00	123.00	3,813.00	
Sr. Designer					
Conner, Nathan		11.00	88.75	976.25	
Totals		92.00		8,780.50	
Total Labor					8,780.50
			Total this Task		\$8,780.50
Billing Limits		Current	Prior	To-Date	
Total Billings		24,902.38	26,175.25	51,077.63	
Limit				175,404.00	
Remaining				124,326.37	
			Total this Invoice		\$24,902.38
Outstanding Invoices					
Number	Date	Balance			
1R	3/8/2024	478.50			
2R	4/12/2024	3,568.50			
3R	5/10/2024	22,128.25			
Total		26,175.25			

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	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

\$51,077.63



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

Invoice
RECEIVED

JUL 01 2024

FINANCE DEPT

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

June 14, 2024

Invoice No: 2023119.05 - 13

Invoice Total	\$21,429.13
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Project 2023119.05 Beachwood -Timberlane-Green Construction
P.O.#2023-01261 \$155,000.00

Professional Services from April 27, 2024 to May 31, 2024

Task 100 Construction Admin.
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	11.00	148.50	1,633.50	
Hewitt, James	2.00	148.50	297.00	
Sr. Project Manager				
DiCesare, David	2.00	123.00	246.00	
Sr. Engineer				
Stonitsch, Erik	2.00	113.75	227.50	
Design Engineer				
Libert, Alicia	20.50	105.50	2,162.75	
Construction Coordinator				
Hollo, Gary	2.00	86.00	172.00	
Totals	39.50		4,738.75	
Total Labor				4,738.75
			Total this Task	\$4,738.75

Task 200 Inspection
Professional Personnel

	Hours	Rate	Amount	
Sr. Designer				
Woycitzky, Robert	140.50	88.75	12,469.38	
Inspector				
Cortes, Hector	38.00	63.00	2,394.00	
McTaggart, Thomas	29.00	63.00	1,827.00	
Totals	207.50		16,690.38	
Total Labor				16,690.38
			Total this Task	\$16,690.38

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INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
Net 30 days.

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6-18-24
P/O: 2023-01261

Project	2023119.05	Beachwood -Timberlane-Green Construction	Invoice	13
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Billing Limits	Current	Prior	To-Date
Total Billings	21,429.13	87,763.75	109,192.88
Limit			155,000.00
Remaining			45,807.12
Total this Invoice			<u>\$21,429.13</u>

Outstanding Invoices

Number	Date	Balance
12	5/10/2024	12,771.75
Total		12,771.75

hw

Billings to Date

	Current	Prior	Total
Labor	21,429.13	83,398.75	104,827.88
Expense	0.00	4,365.00	4,365.00
Totals	21,429.13	87,763.75	109,192.88

✓

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

					TOTAL
INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	COST
04/14/23	2023119.05-1	2023119.05	03/31/23	SERVICE	\$4,516.75
05/12/23	2023119.05-2	2023119.05	04/28/23	SERVICE	\$5,162.00
06/09/23	2023119.05-3	2023119.05	05/26/23	SERVICE	\$2,126.00
09/08/23	2023119.05-4	2023119.05	08/25/23	SERVICE	\$222.00
10/13/23	2023119.05-5	2023119.05	09/29/23	SERVICE	\$4,994.50
11/10/23	2023119.05-6	2023119.05	10/27/23	SERVICE	\$609.50
12/08/23	2023119.05-7	2023119.05	11/24/23	SERVICE	\$2,325.00
12/31/23	2023119.05-8	2023119.05	12/31/23	SERVICE	\$8,074.75
01/31/24	2023119.05-9	2023119.05	01/26/24	SERVICE	\$10,526.50
03/08/24	2023119.05-10	2023119.05	02/23/24	SERVICE	\$12,455.50
04/12/24	2023119.05-11R	2023119.05	03/29/24	SERVICE	\$23,979.50
05/10/24	2023119.05-12	2023119.05	04/26/24	SERVICE	\$12,771.75
06/14/24	2023119.05-13	2023119.05	05/31/24	SERVICE	\$21,429.13

\$109,192.88



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

Invoice
RECEIVED

JUL 01 2024

FINANCE DEPT

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

June 13, 2024

Invoice No: 2024119.01 - 5

Invoice Total \$1,050.00

Project 2024119.01 Beachwood - General Engineering
Professional Services from April 27, 2024 to May 31, 2024

Task 100 General Meeting Attendance
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Engineering meeting - Monthly			
Totals	1.00		148.50
Total Labor			148.50
Total this Task			\$148.50

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

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	4.00	148.50	594.00
Review Architect proposals			
Sr. Project Manager			
Washko, Thomas	2.00	123.00	246.00
Review precast concrete slab design & MH submittal for Chagrin Blvd Culvert per ODOT request			
Washko, Thomas	.50	123.00	61.50
Submittal review request by ODOT			
Totals	6.50		901.50
Total Labor			901.50
Total this Task			\$901.50

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6-18-24
P/O: 2024-00061

Total this Invoice \$1,050.00

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

Project	2024119.01	Beachwood - General Engineering	Invoice	5
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Outstanding Invoices

Number	Date	Balance
4	5/10/2024	1,741.50
Total		1,741.50

Billings to Date

	Current	Prior	Total
Labor	1,050.00	6,439.50	7,489.50 ✓
Totals	1,050.00	6,439.50	7,489.50

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.01-1	2024119.01	01/26/24	SERVICE	\$842.25
03/08/24	2024119.01-2	2024119.01	02/23/24	SERVICE	\$1,877.00
04/12/24	2024119.01-3	2024119.01	03/29/24	SERVICE	\$1,978.75
05/10/24	2024119.01-4	2024119.01	04/26/24	BUILDING	\$1,741.50
06/13/24	2024119.01-5	2024119.01	05/31/24	BUILDING	\$1,050.00

\$7,489.50



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

Invoice
RECEIVED

JUL 01 2024

FINANCE DEPT

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

June 13, 2024

Invoice No: 2023119.10 - 8

Invoice
Total \$6,462.13

Project 2023119.10 Beachwood- Playground Construction Phase

Professional Services from April 27, 2024 to May 31, 2024

Task 100 Construction Admin.

P.O. #2023-02674

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	10.00	148.50	1,485.00
Sr. Project Manager			
Fini, Nicholas	1.00	123.00	123.00
Design Engineer			
Libert, Alicia	8.50	105.50	896.75
Sr. Landscape Architect			
Caldwell, Jarlath	1.00	113.75	113.75
Totals	20.50		2,618.50
Total Labor			2,618.50
Total this Task			\$2,618.50

Billings to Date

	Current	Prior	Total
Labor	2,618.50	32,335.75	34,954.25
Totals	2,618.50	32,335.75	34,954.25

Task 110 Construction Inspection

P.O. #2023-02674

Professional Personnel

	Hours	Rate	Amount
Sr. Designer			
Woycitzky, Robert	35.50	88.75	3,150.63

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INDIANAPOLIS / LOUISVILLE / PHOENIX / PITTSBURGH / SEATTLE / YOUNGSTOWN
Net 30 days.

APPROVED FOR PAYMENT

DATE:

P/O:

Project	2023119.10	Beachwood- Playground Construction Phase	Invoice	8
Inspector				
	Cortes, Hector	5.00	63.00	315.00
	Parker, Richard	6.00	63.00	378.00
	Totals	46.50		3,843.63
	Total Labor			3,843.63
			Total this Task	\$3,843.63

Billings to Date

	Current	Prior	Total	
Labor	3,843.63	9,780.38	13,624.01	
Totals	3,843.63	9,780.38	13,624.01	
			Total this Invoice	<u>\$6,462.13</u>

Outstanding Invoices

Number	Date	Balance
7	5/10/2024	4,162.88
Total		4,162.88

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
12/08/23	2023119.10-1	2023119.10	11/24/23	SERVICE	\$1,994.00
12/31/23	2023119.10-2	2023119.10	12/31/23	SERVICE	\$12,210.50
02/09/24	2023119.10-3	2023119.10	01/26/24	SERVICE	\$15,457.50
02/09/24	2023119.10-4	2023119.10	01/26/24	SERVICE	\$5,125.25
03/08/24	2023119.10-5	2023119.10	02/23/24	SERVICE	\$6,241.75
04/12/24	2023119.10-6	2023119.10	03/29/24	SERVICE	\$2,049.50
05/10/24	2023119.10-7	2023119.10	04/26/24	SERVICE	\$4,162.88
06/13/24	2023119.10-8	2023119.10	05/31/24	SERVICE	\$2,618.50

\$49,859.88



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

Invoice
RECEIVED
JUL 01 2024

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

June 13, 2024

Invoice No:

2024119.03 - 4

FINANCE DEPT

Invoice Total \$345.00

Project 2024119.03 Beachwood - Dead Tree Surveys
Professional Services from April 27, 2024 to May 31, 2024

Task 172 23838 Greenlawn
Professional Personnel

	Hours	Rate	Amount
Field Survey Technician 3			
Shay, Frank	3.00	115.00	345.00
Totals	3.00		345.00
Total Labor			345.00
Total this Task			\$345.00
Total this Invoice			\$345.00

Outstanding Invoices

Number	Date	Balance
3	5/10/2024	1,552.50
Total		1,552.50

Billings to Date

	Current	Prior	Total
Labor	345.00	7,221.00	7,566.00
Totals	345.00	7,221.00	7,566.00

SVC
APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6-18-24
P/O: 2024-00061

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
03/08/24	2024119.03-1	2024119.03	02/23/24	SERVICE	\$3,598.50
04/12/24	2024119.03-2	2024119.03	03/29/24	SERVICE	\$2,070.00
05/10/24	2024119.03-3	2024119.03	04/26/24	SERVICE	\$1,552.50
06/13/24	2024119.03-4	2024119.03	05/31/24	SERVICE	\$345.00

\$7,566.00



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

June 13, 2024

Invoice No: 2024119.02 - 5

Invoice **\$35,316.26**
Total

Project 2024119.02 Beachwood- 2024 Road Improvement Program

Professional Services from April 27, 2024 to May 31, 2024

Task 100 Design

P.O. #2024-00447

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	3.00	148.50	445.50
Sr. Project Manager			
Fini, Nicholas	5.00	123.00	615.00
Design Engineer			
Libert, Alicia	9.50	105.50	1,002.25
Staff Engineer/Architect			
Bartlett, Margaret	54.50	94.25	5,136.63
Totals	72.00		7,199.38
Total Labor			7,199.38
Total this Task			\$7,199.38

Billings to Date

	Current	Prior	Total
Labor	7,199.38	60,467.02	67,666.40
Totals	7,199.38	60,467.02	67,666.40

Task 101 Phase 2 Roads - Design

P.O. #2024-01455

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	51.00	148.50	7,573.50
Sr. Project Manager			
Fini, Nicholas	32.50	123.00	3,997.50

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

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 6-18-24
P/O: 2024-00447

Project	2024119.02	Beachwood- 2024 Road Improvement Program			Invoice	5
Sr. Engineer						
Stonitsch, Erik		2.00	113.75		227.50	
Design Engineer						
Libert, Alicia		2.00	105.50		211.00	
Saunders, Andrew		86.50	105.50		9,125.75	
Eng./Arch. Intern/Coop						
Kapinski, Matthew		70.50	61.50		4,335.75	
Totals		244.50			25,471.00	
Total Labor						25,471.00
				Total this Task		\$25,471.00

Billings to Date

	Current	Prior	Total
Labor	25,471.00	0.00	25,471.00
Totals	25,471.00	0.00	25,471.00

Task 200 Construction Admin./Inspection

P.O. #2024-00447

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	5.00	148.50	742.50
Sr. Engineer			
Stonitsch, Erik	3.00	113.75	341.25
Design Engineer			
Libert, Alicia	9.00	105.50	949.50
Staff Engineer/Architect			
Bartlett, Margaret	6.50	94.25	612.63
Totals	23.50		2,645.88
Total Labor			2,645.88
		Total this Task	\$2,645.88

Billings to Date

	Current	Prior	Total
Labor	2,645.88	0.00	2,645.88
Totals	2,645.88	0.00	2,645.88
		Total this Invoice	<u>\$35,316.26</u>

Outstanding Invoices

Number	Date	Balance
3	4/12/2024	21,923.76
4	5/10/2024	14,482.76
Total		36,406.52

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.02-1	2024119.02	01/26/24	SERVICE	\$11,548.75
03/08/24	2024119.02-2	2024119.02	02/23/24	SERVICE	\$12,511.75
04/12/24	2024119.02-3	2024119.02	03/29/24	SERVICE	\$21,923.76
05/10/24	2024119.02-4	2024119.02	04/26/24	SERVICE	\$14,482.75
06/13/24	2024119.02-5	2024119.02	05/31/24	SERVICE	\$35,316.25

\$95,783.26



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

Invoice

RECEIVED

JUL 01 2024

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

June 13, 2024

Invoice No:

2023119.07 - 2

FINANCE DEPT

Invoice	\$920.00
Total	

Project 2023119.07 Beachwood - 25711 Hurlingham - Boundry Survey

Professional Services from April 27, 2024 to May 31, 2024

Task 171 Lot Consolidation

Professional Personnel

	Hours	Rate	Amount
Sr. Surveyor			
Faulkner, Scott	8.00	115.00	920.00
Totals	8.00		920.00
Total Labor			920.00

Total this Task \$920.00

Total this Invoice \$920.00

Billings to Date

	Current	Prior	Total
Labor	920.00	1,150.00	2,070.00
Totals	920.00	1,150.00	2,070.00

APPROVED FOR PAYMENT
BY: Bldg
DATE: 6-17-24
P/O: 2024-00062

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/12/23	2023119.07-1	2023119.07	04/28/23	BUILDING	\$1,150.00
06/13/24	2023119.07-2	2023119.07	05/31/24	BUILDING	\$920.00

\$2,070.00



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

Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

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

*Porsche of Beachwood
#2022-09128*

June 13, 2024

Invoice No:

2022120.07 - 12

Invoice Total \$1,047.38

Project 2022120.07 Beachwood - Porsche Dealership - Orange Place
Professional Services from April 27, 2024 to May 31, 2024

Task 110 Construction Inspection, including SWPPP
Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	2.00	148.50	297.00
Design Engineer			
Libert, Alicia	1.00	105.50	105.50
Staff Engineer/Architect			
Bartlett, Margaret	3.50	94.25	329.88
Inspector			
Osterndorff, Andrew	5.00	63.00	315.00
Totals	11.50		1,047.38
Total Labor			1,047.38
Total this Task			\$1,047.38
Total this Invoice			\$1,047.38

Billings to Date

	Current	Prior	Total
Labor	1,047.38	12,690.50	13,737.88
Totals	1,047.38	12,690.50	13,737.88

Bldy
APPROVED FOR PAYMENT

BY: *[Signature]*
DATE: 6-17-24
P/O: NO PO 783,000.53130

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
11/11/22	2022120.07-1	2022120.07	10/28/22	BUILDING	\$268.00
12/09/22	2022120.07-2	2022120.07	11/25/22	BUILDING	\$1,091.00
12/31/22	2022120.07-3	2022120.07	12/31/22	BUILDING	\$1,303.50
02/10/23	2022120.07-4	2022120.07	01/27/23	BUILDING	\$1,225.00
04/14/23	2022120.07-5	2022120.07	03/31/23	BUILDING	\$480.00
08/11/23	2022120.07-6	2022120.07	07/28/23	BUILDING	\$542.00
09/08/23	2022120.07-7	2022120.07	08/25/23	BUILDING	\$246.00
10/13/23	2022120.07-8	2022120.07	09/29/23	BUILDING	\$1,979.00
11/10/23	2022120.07-9	2022120.07	10/27/23	BUILDING	\$2,776.50
12/08/23	2022120.07-10	2022120.07	11/24/23	BUILDING	\$2,631.00
02/09/24	2022120.07-11	2022120.07	01/26/24	BUILDING	\$148.50
06/13/24	2022120.07-12	2022120.07	05/31/24	BUILDING	\$1,047.38

\$13,737.88



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

Invoice

RECEIVED

JUL 01 2024

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

*Beachwood Schools
#2024-01318*

June 13, 2024

Invoice No:

2024120.02-15

FINANCE DEPT

Invoice Total \$1,674.63

Project 2024120.02 Beachwood - Beachwood City Schools

Professional Services from April 27, 2024 to May 31, 2024

Task 100 Bryden ES - Plan Review and inspection

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	3.00	148.50	445.50
Sr. Engineer			
Gorman, Jacqueline	4.00	113.75	455.00
Totals	7.00		900.50
Total Labor			900.50
Total this Task			\$900.50

Task 101 Hilltop ES - Plan review and inspection

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	148.50	148.50
Sr. Engineer			
Gorman, Jacqueline	5.50	113.75	625.63
Totals	6.50		774.13
Total Labor			774.13
Total this Task			\$774.13

Total this Invoice \$1,674.63

Outstanding Invoices

Number	Date	Balance
4	5/10/2024	752.00
Total		752.00

Bldg
APPROVED FOR PAYMENT
BY: _____
DATE: *6-17-24*
P/O: *NO PO - 783.000.53130*

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

Project	2024120.02	Beachwood - Beachwood City Schools	Invoice	5
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Billings to Date

	Current	Prior	Total
Labor	1,674.63	5,412.88	7,087.51
Totals	1,674.63	5,412.88	7,087.51



GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024120.02-1	2024120.02	01/26/24	BUILDING	\$1,615.50
03/08/24	2024120.02-2	2024120.02	02/23/24	BUILDING	\$297.00
04/12/24	2024120.02-3	2024120.02	03/29/24	BUILDING	\$2,748.38
05/10/24	2024120.02-4	2024120.02	04/26/24	BUILDING	\$752.00
06/13/24	2024120.02-5	2024120.02	05/31/24	BUILDING	\$1,674.63

\$7,087.50

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

JUL 01 2024

FINANCE DEPT

May 1, 2024

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 May 2024
(See attached sheet for breakdown)

\$562.50

Total amount due

Five Hundred Sixty-two Dollars and Fifty Cents

\$562.50

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY:  _____

DATE: 7-1-24

P/O: _____

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
May 2024 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-01951	BW24-09.2 5/4/24	Helix Tenant Improvements 23945 Mercantile Road Tenant Improvements – Addendum 02	30 min.	\$62.50
2024-02522	BW24-12.1 5/7/24	Dr. Skoda Office Building 21515 Chagrin Blvd. New Building – Revision 1	2 hours	\$250.00
2024-02694	BW24-16	Northwestern Mutual 3201 Enterprise Place Fire Sprinkler System Alterations	1 hour	\$125.00
2023-01825	BW23-04.4 5/30/24	J & F Mandel Jewish Day School 26500 Shaker Blvd. Bulletins No. 4-7	1 hour	\$125.00
Total:				\$562.50

Paul Kowalczyk, MPE #798

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

JUL 01 2024

FINANCE DEPT

June 1, 2024

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 May 2024
(See attached sheet for breakdown)

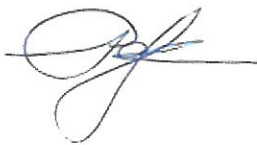
\$562.50

Total amount due

Five Hundred Sixty-two Dollars and Fifty Cents

\$562.50

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



Paul Kowalczyk, MPE #798

General Fund 101 \$187.50
Deposit Fund 783 \$375.00

APPROVED FOR PAYMENT
BY: 
DATE: 6-10-24
P/O: _____

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
May 2024 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-01951	BW24-09.2 5/4/24	Helix Tenant Improvements 23945 Mercantile Road Tenant Improvements – Addendum 02	30 min.	\$62.50
2024-02522	BW24-12.1 5/7/24	Dr. Skoda Office Building 21515 Chagrin Blvd. New Building – Revision 1	2 hours	\$250.00
2024-02694	BW24-16	Northwestern Mutual 3201 Enterprise Place Fire Sprinkler System Alterations	1 hour	\$125.00
2023-01825	BW23-04.4 5/30/24	J & F Mandel Jewish Day School 26500 Shaker Blvd. Bulletins No. 4-7	1 hour	\$125.00
Total:				\$562.50

Paul Kowalczyk, MPE #798

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

JUL 01 2024

FINANCE DEPT

July 1, 2024

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 June 2024
(See attached sheet for breakdown)

\$843.75

Total amount due

Eight Hundred Forty-three Dollars and Seventy-five Cents

\$843.75

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY:  _____

DATE: 7-1-24

P/O: _____

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

**City of Beachwood
Plan Examination Services
June 2024 Invoice**

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-04078	BW24-17 6/6/24	Corporate Place – Lower Level Lounge 25800 Science Park Drive Interior Alterations	2 hours	\$250.00
2024-04047	BW24-18 6/12/24	Orangewood Place 3690 Orange Place Fire Alarm System Alterations	1 hour	\$125.00
2023-08490	BW23-30.2 6/15/24	Akron Children's 3733 Park East Drive, Suite 230 Interior Alterations – Revision 8	30 min.	\$62.50
2024-04383	BW24-19 6/15/24	Brand Protect Plus 23645 Mercantile Road, Suite B Fire Alarm System	1 hour	\$125.00
2024-02522	BW24-12.2 6/17/24	Dr. Skoda Office Building 21515 Chagrin Blvd. New Building – Revision 3	45 min.	\$93.75
2024-02694	BW24-15.1	Northwestern Mutual 3201 Enterprise Parkway, Suite 320 Interior Alterations – Bulletin #1	1 hour	\$125.00
2024-04078	BW24-17.1 6/30/24	Corporate Place – Lower Level Lounge 25800 Science Park Drive Interior Alterations – Addendum A	30 min.	\$62.50
Total:				\$843.75

Paul Kowalczyk, MPE #798



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED

JUL 01 2024

FINANCE DEPT

June 5, 2024

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

Re: Building Department
Plan Review Services for May 2024

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

Plan Review for the month of May 2024..... \$937.50
Cost Breakdown Sheet Attached

Total amount due..... \$937.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

*All General Fund
10!*

APPROVED FOR PAYMENT
BY: 
DATE: 6-10-24
P/O:

38255 RIDGE ROAD WILLOUGHBY, OHIO 44094 440-946-1061/ C 440-749-1877
mhwildermuth@oh.rr.com



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		May 2024		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2420-1 4-18-2024	2024-03398	Abode	3.0 H	\$375.00
CB2421-1 4-18-2024	2024-01883	Kera FA	2.0H	\$250.00
CB2417-1 4-23-2024	2024-03878	Cleve Bunker	2.5H	\$312.50
		Total	7.5 H	\$937.50



Invoice

RECEIVED

JUL 01 2024

FINANCE DEPT

Remit Payment to :

Sixmo Architects
204 Front Street
Marietta, OH 45750

Date 6/3/2024

Invoice # 9964

Bill To

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

Project

Beachwood Plan Exams 2024

For questions regarding this invoice :

Contact Jodi Masters at 740-452-7434 ext. 128

P.O. Number

Payment Terms

Net 30

Description	Prior Billed	Current Billing
PR2024-03596 Office Reno 5-24-24		531.25

Total Due : **\$531.25**

All General Fund 101.

APPROVED FOR PAYMENT
DATE: 6-10-24
P/O: _____

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE
Invoice: 1449650
Client/Matter: 144096.0004
Billing Atty: RTH
March 28, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

Invoice Total

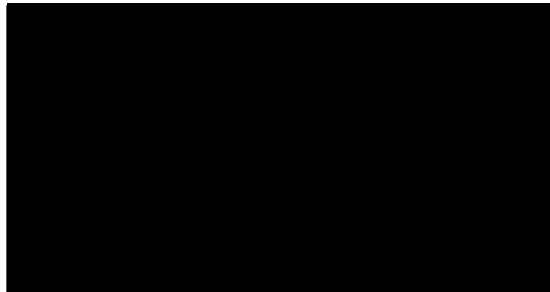
\$ 14,607.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

RECEIVED
JUL 01 2024
FINANCE DEPT

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500



REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1453044
Client/Matter: 144096.0003
Billing Atty: RTH
April 30, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

RECEIVED

JUL 01 2024

FINANCE DEPT

\$ 8,250.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500



REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE
For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE
Invoice: 1455697
Client/Matter: 144096.0003
Billing Atty: RTH
May 29, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 8,250.00

GO GREEN!
TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

RECEIVED
JUL 01 2024
FINANCE DEPT

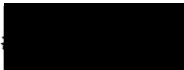
Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

APPROVED FOR PAYMENT

[Signature]
7/1/24
024-00652

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID: 

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1456506
Client/Matter: 144096.0004
Billing Atty: RTH
May 31, 2024

Re: EXCESS ROUTINE LEGAL SERVICES

Invoice Total

\$ 19,489.00

GO GREEN!

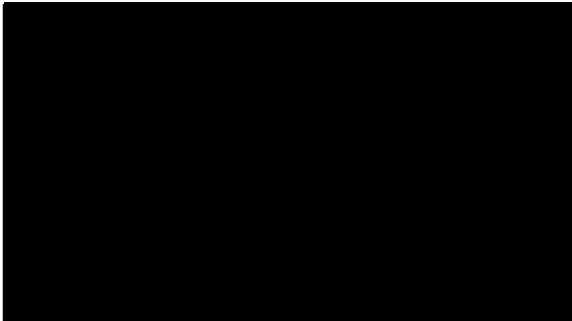
TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

RECEIVED

JUL 01 2024

FINANCE DEPT

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500



RECEIVED

JUL 01 2024

FINANCE DEPT

REMIT TO ADDRESS:

222 S. Main Street
Akron, Ohio 44308-1500
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID [REDACTED]

REMITTANCE PAGE

For Professional Services Rendered

Email to: accounts@beachwoodohio.com
CITY OF BEACHWOOD
25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1459450
Client/Matter: 144096.0003
Billing Atty: RTH
June 25, 2024

Re: ROUTINE LEGAL SERVICES

Invoice Total

\$ 13,750.00

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,
EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Andress, LPA
222 S. Main Street
Akron, OH 44308-1500

APPROVED FOR PAYMENT

[Signature]
7/1/24

2024-00652

company
YEAR

SERVICE CENTERS

goodyearctsc.com

Wingfoot?

THE GOODYEAR TIRE & RUBBER CO.
7230 NORTHFIELD RD
WALTON HILLS, OH 44146
440-735-9910 Fax 440-735-9913

INVOICE NO. ~~~073-1099452~~~
COPY 002

RECEIVED

JUL 01 2024

Auto Pay
Rec-5/17
RECEIVED
MAY 20 2024

126382-0001
CITY OF BEACHWOOD
23355 MERCHANTILE RD
BEACHWOOD, OH 44122
216-595-5461

FINANCE DEPT

PAGE 01 **FINANCE DEPT**
INVOICE DATE: 05/14/2024
DELIVERED TO CUSTOMER
LOCATION/SREP: 073/150
APPROVAL NUM : G0009147
2024-05-17 12.43.25 JA
CLERK: JA TECH:

QUANTITY	PRODUCT NO.	DESCRIPTION	FET	UNIT PRICE	TAX	AMOUNT	LINE
		QUOTE 073-1099451					
4	138799689	GY 11R22.5 WORKHORSE MSA 16	0.00*	373.48		1493.92	0
4	139755205	GY 225/70R19.5 G622 RSD TL 14	0.00*	313.32		1253.28	0
6	732009563	GY 255/60R18 EAG ENFORCER WINTR	0.00*	267.36		1604.16	0
8	040100000	OHIO NEW TIRE FEE	0.00*	1.00		8.00	0
6	040100000	OHIO NEW TIRE FEE	0.00*	1.00		6.00	0

#30

#24

948.00
Per quote

Interceptor

CUSTOMER BILLING REQUIREMENTS (GOODYEAR TIRE & RUBBER CO):
SERVICE TICKET NUMBER NA

The Tire Industry Association (TIA) recommends re-torque at 50-100 miles.

Disposal fees may apply in some areas.

Shop supply fees cover miscellaneous materials used in servicing your vehicle that do not appear elsewhere on this invoice and for profit.

Invoice

APPROVED FOR PAYMENT

Remit payment to:

The Goodyear Tire & Rubber Company
7230 NORTHFIELD RD
WALTON HILLS, OH 44146

BY: [Signature]

Approved by
[Signature]
Finance Director

✓
MK

DATE: 5-28-24

P/O: 2024-01295

DO HEREBY CERTIFY THERE ARE (AND WERE) SUFFICIENT FUNDS LAWFULLY APPROPRIATED OR IN THE PROCESS OF COLLECTION TO SUPPORT THE PROPOSED EXPENDITURE REFERENCED IN THE ATTACHED DOCUMENTS.

TERMS: NET 30
DUE : 06/13/2024 - 4,365.36
SUB-TOTAL 4,365.36
SALES TAX (0.00)
TOTAL AMT 4,365.36

PAYABLE IN U.S. FUNDS

3709.20

no further discounts allowed. It is agreed that title to the above described property shall remain in the name of the seller until paid in full, and that upon default in payment, seller shall be entitled to take possession thereof without notice to the purchaser.

the total amount due is paid in full within terms, no FINANCE CHARGE will be incurred on that amount; otherwise, a FINANCE CHARGE will be computed on the previous balance after deducting payments and credit received during the current month. The

FINANCE CHARGE is computed at a periodic rate of 0.82500 which is an annual percentage rate of 9.90000

seller warrants that the tires are the size and tread design as stated above. SELLER MAKES NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, SPECIFICALLY, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole obligation to Buyer for nonconforming tires shall be prorated a refund of the tire's purchase price. Seller shall not be liable for any indirect, consequential or other damages. No person is authorized to modify or waive the limitations herein, whether orally or in writing. All claims and returned goods must be accompanied by this bill.

INTRODUCED BY:

ORDINANCE NO. 2024-59

AN ORDINANCE EXTENDING THE MORATORIUM, FOR A PERIOD OF SIX (6) MONTHS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, ON APPLICATIONS FOR, AND THE APPROVAL OF, ZONING REVIEWS AND PERMITS, BUILDING PERMITS, CERTIFICATES OF OCCUPANCY, AND OTHER PERMITS AND LICENSES FOR ANY BUILDING, STRUCTURE, USE, OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING, DISTRIBUTION, OR SALE OF ADULT USE CANNABIS IN ORDER TO ALLOW FOR THE CITY TO CONTINUE TO REVIEW APPLICABLE STATE AND LOCAL LAWS; TO PLAN FOR REGULATIONS RELATING TO SUCH USES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio, on January 8, 2024, passed Ordinance No. 2024-13, declaring a moratorium for a period of six (6) months, on Applications for, and the Approval of, Zoning Reviews and Permits, Building Permits, Certificates of Occupancy, and Other Permits and Licenses for any Building, Structure, Use, or Change of Use that would enable the Cultivation, Processing, Distribution, or Sale of Adult Use Cannabis;

WHEREAS, such moratorium has expired;

WHEREAS, the City Planner has recommended an extension of the moratorium for six (6) additional months;

WHEREAS, the City Planner and this Council are studying the appropriateness of adopting one or more ordinances that regulate or prohibit the location and operation of such businesses in order to minimize or eliminate potential negative secondary effects on the community that may result from the operation of one or more of these types of businesses in the City, and to further the public health, safety and general welfare; and

WHEREAS, this Council finds that it is in the best interests of the City and its residents to extend the moratorium on applications for, and the approval of, zoning reviews and permits, building permits, certificates of occupancy, and other permits and licenses for any building, structure, use, or change of use that would enable the cultivation, processing, distribution, or sale of adult use cannabis for a period of six (6) months.

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

Section 1: For the reasons stated in the preamble of this Ordinance, the City extends the moratorium on the review and issuance of applications for, and the approval of, zoning reviews and permits, building permits, certificates of occupancy, and other permits and licenses for any building, structure, use, or change of use that would enable the cultivation, processing, distribution, or sale of adult use cannabis for a period of six (6) months from the effective date of this Ordinance.

Section 2: Whenever the provisions of this Ordinance conflict with any previous ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

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 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 it is necessary to impose an additional temporary moratorium to enable this Council to study and review the many issues, laws and regulations at the state and local level in order to adopt zoning regulations that protect the public health, safety and welfare; 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 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

**CITY OF BEACHWOOD, ECONOMIC DEVELOPMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns and Members of City Council

DATE: June 26th, 2024

SUBJECT: Request for Job Creation Tax Credit Incentive and Occupancy Loan

In response to a request for a Job Creation Tax Credit (JCTC) Incentive and Occupancy Loan Incentive, the Economic Development Department is submitting this legislation for the support and relocation of an out-of-county company to Cuyahoga County and to the City of Beachwood.

History: Beachwood City Council passed by Ordinance 2013-10 a Job Creation Tax Credit (JCTC) program. As defined by Article XVIII, Section 3 of the Ohio Revised Code and Article I of the Charter of the City this incentive program can be used for the retention and creation of jobs and employment opportunities which is integral to the economic health of the City. The JCTC Grant Program as defined by Ordinance 2013-10 was later amended through Ordinance 2021-61. Also passed by Beachwood City Council Ordinance 2023-114, as defined by Article VIII, Section 3 of the Ohio Constitution and Chapter 165 of the Ohio Revised Code; the City's Revolving Loan Fund (RLF) program can be used to support a loan for investments in business growth, new employment opportunities, commercial revitalization, sustainability, business retention, expansion and attraction.

Project Details: Millennium Control Systems, LLC has been working with the City's Economic Development Department, the Cuyahoga County Department of Development and TeamNeo, our regional economic development organization seeking a new location within the Northeast Ohio and the Western Pennsylvania region. There were many factors impacting their decision-making process and the team approach to collaboratively supporting their interests at the site at 23550 Commerce Park Road, enhanced by the commercial revitalization of this Commerce Park building with development partner Industrial Commercial Properties (ICP), all played a key role - making Beachwood their final site selection consideration for their new corporate headquarters and manufacturing operations. This site would allow the company to expand its industrial automation line to support the electric vehicle industry as well as other key industry sectors.

The company has been in business since 1997 and is now part of a global international group, Grenzenbach Corporation, with a focus on growth in the US market. Currently, outside of their Northeast Ohio location, the Company has offices in Atlanta, GA and Greenville, PA. With a focus on expanding their industrial automation footprint and power energy business, they see large growth opportunities for the next 5 to 10 years as innovation continues to unfold in these industries. The company will be locating 70 jobs and

\$6,000,000 in payroll to Beachwood by May 2025 which will include the Companies engineering group. They are anticipating creating an additional 40 to 55 jobs over the next 6 years. These jobs will include manufacturing technicians, field service employees and engineers. This increase in employment is projected to add an additional \$3 million to their starting payroll, beginning in their second year of operation and continuing over the next 6 years. The Company will also be investing \$2 million in building improvements to facilitate the final build-out for the necessary office and manufacturing space.

Purchasing/Financing: The incentives tied to this attraction project are a Job Creation Tax Credit which is equal to a 40% tax credit for a period of 6 years contingent on them bringing \$6 million in payroll through the relocation of their corporate headquarters and manufacturing operations to Beachwood. The Company will commit to a 15-year lease within the City of Beachwood. There is also an Occupancy Loan consideration to support the \$2 million in building improvements in the amount of \$100,000. This loan is structured as a forgivable loan based on the key factors including the relocation of their headquarters location, new job creation and associated payroll, as well as the investments in building improvements.

Recommendations: My recommendation is to proceed with this legislation under Council's normal legislative process based on the terms defined by Council legislation and the corresponding agreements further supporting the growth and expansion of Millennium Control Systems and their new corporate headquarters within the City of Beachwood.

INTRODUCED BY:

RESOLUTION NO. 2024-23

A RESOLUTION AUTHORIZING A BEACHWOOD ECONOMIC IMPACT PROGRAM FORGIVABLE LOAN AGREEMENT WITH MILLENNIUM CONTROL SYSTEMS, LLC.; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City Council, pursuant to Ordinance No. 2023-114, its Charter and the laws of the State (including, without limitation, Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution and Chapter 165, Ohio Revised Code) in order to promote economic development and thereby create and preserve jobs and employment opportunities available to, and improve the economic welfare of, residents of the City and, in furtherance of that public purpose, created the Beachwood Economic Impact Program to expand financing and loan resources for the purposes of supporting small business; promoting business retention, expansion and attraction; supporting new employment opportunities, stimulating economic development, business growth, commercial revitalization and sustainability within the City;

WHEREAS, the City received a Forgivable Loan Program Application from Millennium Control Systems, LLC, to be located within the City, requesting a \$100,000.00 loan to provide assistance with relocation and building improvements, all with an anticipated total cost of approximately \$2,000,000 (the "Project"), in order to locate seventy (70) jobs within the City over the next three (3) years;

WHEREAS, this Council has determined it to be in the best interest of the City to provide a loan in the principal amount of \$100,000.00 to provide funds for the Project, and said loan is forgivable and only repayable if certain deadlines and job creation levels are not met, all as set forth in the Loan Agreement on file with the Clerk of Council (the "Loan Agreement").

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

SECTION 1. This Council hereby authorizes the execution and delivery, in the name and on behalf of the City, the Loan Agreement with Millennium Control Systems, LLC, in substantially the form now on file with the Clerk of Council, with all changes thereto that, in the judgment of the Mayor, are not inconsistent with this Resolution or materially adverse to the City. The approval of any changes to the form of the Loan Agreement, and that such changes are not inconsistent with this Resolution and not materially adverse to the City, shall be conclusively evidenced by the execution of the Loan Agreement by the Mayor.

SECTION 2. This Council hereby appropriates \$100,000.00 to the Beachwood Economic Impact Fund, established pursuant to Ordinance Nos. 2023-114 and 2024-18 (the "Program Fund") and the Finance Director is authorized to make payments from the Program Fund as set forth in the Loan Agreement.

SECTION 3. This Council authorizes each of the Mayor, the Law Director, the Finance Director, and the Economic Development Director, and other appropriate officers of the City, to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement the transactions contemplated in the Loan Agreement and this Resolution.

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

ATTEST: I hereby certify that this legislation was duly adopted on the 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk of Council

APPROVAL: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

RESOLUTION BY:

RESOLUTION NO. 2024-24

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A JOB CREATION TAX CREDIT INCENTIVE AGREEMENT WITH MILLENNIUM CONTROL SYSTEMS, LLC; AND DECLARING THIS TO BE AN URGENT MEASURE.

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City and its citizens;

WHEREAS, to promote economic development in the community, the City Council of the approved: (i) Ordinance No. 2013-10 authorizing the adoption of the Job Creation Tax Credit Incentive Program and (ii) Ordinance No. 2021-61 amending the Job Creation Incentive Grant Program to use non-tax revenue to attract and retain new full-time and full-time equivalent jobs and/or additional payroll within the City;

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations as are not in conflict with general laws;

WHEREAS, Article I of the Charter of the City provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States;

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution;

WHEREAS, the City of Beachwood Economic Development Department is working with the Cuyahoga County Department of Development and TeamNeo to support the relocation of Millennium Control Systems, LLC ("Millennium") to Cuyahoga County and to the City of Beachwood;

WHEREAS, Millennium's relocation to the City of Beachwood is conditioned upon the granting by the City of certain economic development incentives as set forth in a Job Creation Tax Credit Incentive Agreement that will relocate approximately 70 jobs with an annual payroll of approximately Six Million Dollars and No/Cents (\$6,000,000) to 23550 Commerce Park Road within the City (the "Site");

WHEREAS, the City of Beachwood in this said Job Creation Tax Credit Incentive Agreement provides for a reimbursable annual incentive payment equal to no more than forty percent (40%) of the total annual payroll taxes paid to the City of Beachwood during the six (6) year duration of the agreement; and

WHEREAS, the City and Millennium desire to memorialize their understanding and agreements with respect to such cooperation.

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

Section 1: The Mayor is hereby authorized to enter into a Job Creation Tax Credit Incentive Agreement with Millennium Control Systems, LLC, which Agreement shall be in a form similar to the Agreement attached hereto and incorporated herein.

RESOLUTION NO. 2024-24

Section 2: It is found that all formal actions and deliberations of Council its committees relating to the passage of 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 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 of authorizing an incentive agreement will provide for the creation of new jobs within the City as soon as possible and, thereby, enhance the City’s tax revenues; 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 15th day of July 2024, presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July 2024, and filed it with the Clerk.

Mayor

JOB CREATION TAX CREDIT INCENTIVE AGREEMENT
OFFICE OF ECONOMIC DEVELOPMENT

This Job Creation Tax Credit Incentive Agreement (the “Agreement”) is hereby entered into this _____ day of _____, 2024, by and between **Millennium Control Systems, LLC** (the “Company”), whose address is 34525 Melinz Parkway, Suite 205, Eastlake, OH 44095, and the **City of Beachwood**, an Ohio municipal corporation (the “City”), whose address is City Hall, 25325 Fairmount Blvd., Beachwood, Ohio 44122, (collectively the “Parties”).

WITNESSED:

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City and its citizens;

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution gives municipalities the authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations as are not in conflict with general laws;

WHEREAS, Article I of the Charter of the City provides that the City shall have all powers that may lawfully be possessed or exercised by any city under the Constitution and laws of the State of Ohio and the Constitution and laws of the United States;

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution;

WHEREAS, the City of Beachwood is working collaboratively with local and regional partners to support the relocation of the Company to Cuyahoga County and to the City of Beachwood;

WHEREAS, the relocation of Millennium Control Systems, LLC to the City is conditioned upon the granting by the City of certain economic development incentives as set forth in this Job Creation Tax Credit Incentive Agreement, which provides that the Company will relocate jobs and employment with an annual payroll of approximately \$6,000,000.00 to 23550 Commerce Park Road, within the City (the “Site”);

WHEREAS, in this Job Creation Tax Credit Incentive Agreement, the City will provide for a reimbursable annual incentive payment equal to no more than forty percent (40%) of the total annual payroll taxes paid to the City of Beachwood during the six (6)-year duration of the Agreement;

WHEREAS, to promote economic development in the community, the City Council approved: (i) Ordinance No. 2013-10 authorizing the adoption of the Job Creation Incentive Grant Program and (ii) Ordinance No. 2021-61 amending the Job Creation Incentive Grant Program to outline the project performance for which the employing entity must achieve that includes at least

seventy-five percent (75%) of the job creation projections for the previous year in order to receive any benefits;

WHEREAS, the Parties desire to memorialize their understanding and agreements with respect to such cooperation.

NOW THEREFORE, in exchange for the mutual commitments and obligations contained herein, the Parties agree as set forth below:

Section 1. Company's Commitments to the City. Millennium Control Systems, LLC will enter into a ten (10)-year lease agreement at 23550 Commerce Park Road, Beachwood Ohio 44122. The Company will relocate its headquarter operations from 34525 Melinz Parkway, Suite 205, Eastlake, Ohio, to the Site no later than May 31, 2025. In Year 1, which shall commence no later than June 1, 2025, or sooner upon the issuance of a Certificate of Occupancy to the Company for the Site, the Company will add payroll of at least \$6,000,000 (the "Job Creation") to the Site with a projected 70 jobs and plans to continue to add employment throughout this Agreement. Pursuant to the terms of this Agreement, the Company shall maintain the Job Creation within the City. In the event the Company does not maintain the Job Creation within the City, the Company shall return certain payments received from the City pursuant to the terms of this Agreement and City Ordinance No. 2021-61 which established the current requirements for the Job Creation Incentive Grant Program. (Ordinance No 2021-61 is attached hereto and incorporated herein as Attachment A.)

Section 2. City's Commitments to the Company. Pursuant to the Job Creation Incentive Grant Program as described in Attachment A, the City shall pay to the Company, an amount equal to 40 percent (40%) of the municipal income tax withheld from Company employees at the Site and paid to the City, for a period of six (6) years beginning with the employee payroll for June 2025 through May 2026, or commencing sooner pursuant to the terms of Section 1 above (the "Incentive Grant"). Upon the Company meeting the Incentive Grant Program requirements, the City's payment of the Incentive Grant will be made within sixty (60) days of the end of each Program year.

Section 3. Project Performance. Pursuant to Ordinance No. 2021-61, if the Company fails to maintain the Job Creation as outlined in this Agreement, the Company will be subject to a reduction in the Incentive Grant as outlined by Ordinance No. 2021-61. The Company must achieve at least seventy-five percent (75%) of the Job Creation projection in the previous year in order to receive any Incentive Grant benefits.

Section 4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Parties. The Company may not assign this Agreement to any person without the written consent of the City, which consent will not be unreasonably withheld.

Section 5. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its officials, employees and agents and the Company, its

officers, employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Cuyahoga, State of Ohio.

Section 6. Severability. The provisions of this Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and, therefore, unenforceable, the remaining provisions shall remain in full force and effect.

Section 7. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Company other than in his or her official capacity, and neither the members of the legislative body of the City nor any City or Company official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Company contained in this Agreement.

Section 8. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

Section 9. Headings. The headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

Section 10. Term. Unless terminated sooner based on the provisions of this Agreement and Ordinance No. 2021-61, this Agreement shall terminate after the sixth (6th) Year upon which the Incentive Grant is based.

[The remainder of this page is intentionally left blank.
The Parties' signatures are on the following page.]

By their signatures below, the Parties have entered into this Agreement as of the date set forth above.

Millennium Control Systems, LLC

By: _____

Print Name: _____

Its: _____

City of Beachwood

Approved as to legal form:

By: _____
Justin Berns, Mayor

R. Todd Hunt, Law Director

ATTACHMENT A

INTRODUCED BY:

ORDINANCE NO: 2021-61

AN ORDINANCE AMENDING ORDINANCE NO. 2013-10 WHICH AUTHORIZED THE ADOPTION OF A JOB CREATION INCENTIVE GRANT PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Ordinance No. 2013-10, City Council authorized the adoption of a Job Creation Incentive Grant Program and established Grant Guidelines; and

WHEREAS, based upon the recommendation of the Building and Community Development Director, City Council now wishes to amend those Grant Guidelines.

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

Section 1: Council hereby amends Ordinance No. 2013-10, to include the same and to authorize the changes as outlined in the attached Exhibit "A". Changes are in **bold** and underlined.

Section 2: 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 committees, and that all deliberations of this Council and any of its communities that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; and for the further reason that this Ordinance is required to be immediately effective to provide for the retention of jobs and continued utilization of the Job Creation Incentive Grant Program; wherefore this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 17th day of May, 2021, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of May, 2021.


Clerk

Approval: I have approved this legislation this 18th day of May, 2021 and filed it with the Clerk.


Mayor

JOB CREATION INCENTIVE GRANT PROGRAM

The City of Beachwood has established a Job Creation Incentive Grant (JCIG) program that offers incentives to eligible businesses that are creating new, full time or full-time equivalent jobs. The City ~~will~~ may offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Beachwood.

- The program is structured as a grant (refund) based upon the creation of new full time or full time equivalent jobs.
- Grants will be awarded using non-tax revenues.
- Beachwood's payroll withholding tax is two percent (2%). Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project. (See the Grant Guidelines below).
- Each grant must be approved by City Council and the Mayor prior to the applicant company undertaking the project.
- The program will be available to businesses considering a relocation/expansion into the City of Beachwood or existing Beachwood businesses considering an increase of full time jobs in the City.
- In order to be eligible, a company locating a new business in Beachwood must create within a three (3) year period a minimum of thirty (30) full time or full time equivalent jobs new to the City of Beachwood *or* a minimum annual payroll of \$1,000,000 new to the City of Beachwood.
- A company already located in Beachwood and expanding at its current facility, or expanding at a new facility within the city, must create within a three (3) year period a minimum of thirty (30) new full time or full time equivalent jobs *or* a minimum annual payroll of \$1,000,000 new to the City of Beachwood, while maintaining its current employment workforce and payroll.
- Independent contractor positions are not eligible.
- Retail and food service businesses are not eligible.

Grant Guidelines:

The maximum grant will be for twelve (12) years and fifty percent (50%). All grants will be based on new payroll projections according to the following schedule:

New Payroll by end of Year 3	Length of grant	Suggested Award Rate
\$1 million to \$3 million	3 years	30%
\$3 million to \$6 million	4 years	35%
\$6 million to \$8 million	4 years	40%
\$8 million to \$14 million	5 years	50%
\$14 million to \$20 million	7 years	50%
\$20 million to \$25 million	10 years	50%
\$25 million and above	12 years	50%

- For companies already located in Beachwood, only new payroll shall be used to determine the number of years and the award percentage of the grant. The company will be required to maintain the workforce levels and payroll that are current when the grant application is filed.

EXHIBIT A

- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.
- The grant agreement will be for a specific location. However, if a company has multiple locations in the City and total employment and payroll projections are met at any combination of locations in the City, the company will qualify for the grant payments.
- The date by which Year 1 job projections must be met will be specified in the agreement. If a project start or occupancy of a project facility is delayed, the company may send a written request for a one (1) year extension to the Building and Community Development Department. City Council must approve the extension.
- If a project or occupancy of a project facility begins in the third (3rd) or fourth (4th) quarter of the year and the company is not able to meet its Year 1 projections by December 31st of that year, Year 1 shall be considered the first full year of occupancy

Project Performance –grants will be awarded annually according to the schedule below:

% of Payroll Projections Met % of Grant Awarded

90-100%	full grant/credit
85-89%	reduce grant by 5% (e.g.: 40% grant reduced to 35%)
80-84%	reduce grant by 10%
75-79%	reduce grant by 15%
Less than 75%	no grant for that year

The amount of the grant will be calculated annually based on the company's performance in meeting its payroll and employment projections for the previous year. The company must achieve at least seventy-five percent (75%) of the job creation projection for the previous year in order to receive any benefits.

For purposes of calculating the amount of the grant each year, exercised stock options will not be included in annual payroll.

Application Procedures:

Application forms will be available from the Development Department. A non-refundable application fee of \$750 in the form of a check payable to the City of Beachwood shall be submitted with the application. A W-9 form should also be submitted with your application.

Program Funding:

Funding for the grant program will come from non-tax generated revenues, including but not limited to, interest income, permit fees, services charges, activity fees, and tax incentive application and monitoring fees.

Claw back provision:

Each agreement will include a binding claw back provision requiring repayment of grant moneys if the company leaves the City during the term of the agreement or fails to maintain through the term of the agreement at least 75% of the new jobs for which grant moneys were received.

Annual Reporting:

- Upon the City's request and on forms provided by the City, companies must submit an annual Job Creation Grant report documenting new employment and payroll. This report will be required annually during each year that a grant is being awarded. A \$250 administrative fee shall be required with submission of each annual report.
- The annual performance reports will be reviewed by the Director of Building and Community Development and the Finance Director. An annual report will be prepared by the Director of Building and Community Development and presented to the Mayor and City Council.

Terminating Agreement:

- If the project does not proceed: 1) within six (6) months of City Council's approval; 2) as specified in the agreement; or 3) within any applicable one (1) year extension period, Council may rescind the agreement upon recommendation of the Director of Building and Community Development.
- If a company fails to meet seventy-five (75%) of its payroll or employment projections as specified in the agreement or in three (3) consecutive years at any time during the term of the agreement, City Council shall rescind the agreement and any amounts paid to the company by the City pursuant to the agreement shall be repaid.

A RESOLUTION URGING THE CUYAHOGA COUNTY COUNCIL NOT TO PASS A RESOLUTION URGING THE COUNTY EXECUTIVE AND COUNTY TREASURER TO DIVEST FROM ISRAEL; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Development Corporation for Israel, which issues securities that are commonly known as “Israel Bonds”, has played a role in Israel’s high tech, cleantech, and biotech development; and

WHEREAS, in 2006 Cuyahoga County first established a \$5 million investment in Israel Bonds; and

WHEREAS, since 2006, Cuyahoga County has invested a total of \$16 million in Israel Bonds; and

WHEREAS, Cuyahoga County is among several Ohio counties, who along with the Treasurer of State, have invested in Israel Bonds; and

WHEREAS, Israel Bonds have, and continue to be, a strong investment for Cuyahoga County and the State of Ohio, providing strength and balance to investment portfolios; and

WHEREAS, Israel is a country worthy of the support of the American government and private individuals; and

WHEREAS, it is in the interest for the United States, including its residents and Beachwood, to support Israel by continuing to invest in Israel Bonds.

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

Section 1: That Chris Ronayne and Michael W. Chambers, as the County Executive and the County Fiscal Officer, respectively, are urged to reject any pressure to divest the funds of Cuyahoga County from Israel Bonds which are good economic investments.

Section 2: That the Clerk of Council shall forthwith forward copies of this resolution to Chris Ronayne and Michael W. Chambers, and each member of the County Council of Cuyahoga County.

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

Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, or safety and the efficient operation of the City, and for the further reason that the imminence of a decision by Cuyahoga County on the question of divestment from Israel Bonds necessitates this Resolution being immediately effective; 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 15th day of July, 2024 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024, and filed it with the Clerk.

Mayor

INTRODUCED BY:

RESOLUTION NO. 2024-26

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A SUBDIVISION PARTICIPATION AND RELEASE FORM TO SETTLE THE CITY'S CLAIMS AND PARTICIPATE IN A SETTLEMENT AGREEMENT AGAINST KROGER CO. IN THE NATIONAL OPIATE PRESCRIPTION LITIGATION; AND DECLARING AN URGENT MEASURE.

WHEREAS, the City of Beachwood is a Non-Litigating Subdivision eligible to participate in the settlement of the litigation known as the National Opiate Prescription Litigation, MDL No. 2804, in the United States District Court, Northern District of Ohio;

WHEREAS, on behalf of all Plaintiffs in the aforementioned litigation, the Plaintiffs' Executive Committee has reached a settlement agreement with Kroger Co. whereby it must pay the sum of \$1.2 billion to participating political subdivisions to remediate and abate the impacts of the opioid crisis over an eleven (11)-year period;

WHEREAS, to participate in the aforementioned settlement, the City must submit a Subdivision Participation and Release Form; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City of Beachwood to authorize the Mayor to execute and deliver the Subdivision Participation and Release Form to participate in the aforementioned settlement.

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 execute and deliver a Subdivision Participation and Release Form to settle the City's claims and participate in a settlement agreement against Kroger Co. in the National Opiate Prescription Litigation, MDL No. 2804, in the United States District Court, Northern District of Ohio; and the Mayor, Law Director and Clerk of Council are hereby further authorized to take all actions and execute all documents necessary to effectuate said settlement.

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

Section 3: This Resolution is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason of the need to immediately execute and deliver the Subdivision Participation and Release Form in a timely manner before the same is due on or before August 12, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify that this legislation was duly adopted on the 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024, and filed it with the Clerk.

Mayor

National Opioid Settlement: Kroger Co.

Moreland Hills village, OH

Rubris Reference Number: CL-794930

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

KROGER CO. SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

**WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION
ADMINISTRATOR?**

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.***

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **August 12, 2024**, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **August 12, 2024**.

INTRODUCED BY:

RESOLUTION NO. 2024-27

A RESOLUTION CONFIRMING THE APPOINTMENT OF ERIC SYNENBERG AS A MEMBER OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in accordance with ORC 5709.85, the Mayor has appointed Eric Synenberg as a member of the Tax Incentive Review Council of the City of Beachwood and has requested that Council confirm said appointment.

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

Section 1: The appointment by the Mayor of Eric Synenberg, as a member of the Tax Incentive Review Council, for a term beginning January 1, 2021 and ending December 31, 2024, pursuant to Article IV, Section 4(7) of the City Charter, be and the same is hereby confirmed.

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

Section 3: This Resolution is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the appointment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

INTRODUCED BY:

RESOLUTION NO. 2024-28

A RESOLUTION CONFIRMING THE APPOINTMENT OF JILLIAN DELONG AS A MEMBER OF THE TAX INCENTIVE REVIEW COUNCIL (TIRC) FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, in accordance with ORC 5709.85, the Mayor has appointed Jillian DeLong as a member of the Tax Incentive Review Council of the City of Beachwood and has requested that Council confirm said appointment.

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

Section 1: The appointment by the Mayor of Jillian DeLong, as a member of the Tax Incentive Review Council, for a term beginning January 1, 2024 and ending December 31, 2027, pursuant to Article IV, Section 4(7) of the City Charter, be and the same is hereby confirmed.

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

Section 3: This Resolution is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing for the reason that the appointment provided herein is needed for the proper operation of an essential Department of the City government; wherefore, this Ordinance shall be in effect immediately upon its enactment and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: July 1, 2024

RE: Council Agenda Item: Concrete Repair Program

Mayor,

On June 21, 2024, bids were opened for the Concrete Repair Program. Fabrizi Trucking & Paving Company Inc. was the lowest and best bid with a total of \$900,894.00. The scope of work for this project includes concrete slab replacement and joint repair on Richmond Road (Fairmount Road to Cedar Road), Commerce Park Road and Mercantile Road. Fabrizi has successfully performed projects for the city in the past and we recommend moving forward with accepting the bid.

Attached for your review are the bid tabulations received. Please let me know if you have any questions in regards to this project. With your approval, I would like to place this item on the next council agenda.



June 28, 2024
2024119.02

Chris Arrietta
Public Works Director
City of Beachwood
23355 Mercantile Road
Beachwood, Ohio 44122

2024 Concrete Repair Program

Dear Mr. Arrietta,

Bids were opened on June 21, 2024, for the above referenced project. Five bids were received and are listed below:

1.	Fabrizi Trucking & Paving Co., Inc.	\$900,894.00
2.	CATTS Construction, Inc.	\$1,049,739.00
3.	A&J Cement Contractors, Inc.	\$1,161,762.00
4.	Tri Mor Corporation	\$1,235,775.00
5.	Vandra Brothers Construction, Inc.	\$1,482,497.50

The engineer's estimate of probable construction cost was \$1,299,880.00.

This project is specified to be completed in 90 calendar days.

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

1. Slab and Joint Repairs along Commerce Park Road
2. Slab and Joint Repairs along Mercantile Road
3. Slab and Joint Repairs on Richmond Road (Infront of Fire Station No. 1)
4. A 10' x 10' Slab Repair on Cedar Road, east of the Richmond Road Intersection

The low bid was submitted by Fabrizi Trucking & Paving Co., Inc. Fabrizi has successfully completed roadway projects for Beachwood in the past. We are familiar with Fabrizi's work and confident they can complete this project in a timely and professional manner. We hereby recommend the City enter a contract with Fabrizi for the 2024 Concrete Repair Program as the lowest and best bid for a not to exceed price of \$900,894.00.

Attached please find a tabulation and unit price analysis of all bids received.

Please do not hesitate to contact me if you have any questions pertaining to this recommendation.

Very truly yours,

GPD Group

Joseph R. Ciuni, P.E., P.S. (njf)
City Engineer

Cc: Mayor Berns / Mike Rider / File 2024119.02

INTRODUCED BY:

RESOLUTION NO. 2024-29

A RESOLUTION ACCEPTING A CERTAIN BID FROM FABRIZI TRUCKING & PAVING COMPANY, INC., FOR THE 2024 CONCRETE REPAIR PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, five (5) bids were received by the Clerk on June 21, 2024, for the 2024 Concrete Repair Program, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of Fabrizi Trucking & Paving Company, Inc., in an amount not to exceed Nine Hundred Thousand Eight Hundred Ninety-Four Dollars and No/Cents (\$900,894.00) was the lowest and best bid received; and

WHEREAS, the Public Works Director and City Engineer has recommended that Council accept the bid of Fabrizi Trucking & Paving Company, Inc.

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 City Engineer, the bid of Fabrizi Trucking & Paving Company, Inc., as further outlined on the Bid Specification Sheet, as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein is found to be the lowest and best bid received for the 2024 Concrete Repair Program in an amount not to exceed Nine Hundred Thousand Eight Hundred Ninety-Four Dollars and No/Cents (\$900,894.00).

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

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

Section 4: This Resolution is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the 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.

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

Attest: I hereby certify this legislation was duly adopted on the 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

CONTRACT WITH FABRIZI TRUCKING & PAVING COMPANY, INC. FOR THE 2024 CONCRETE REPAIR PROGRAM; AND DECLARING THIS TO BE AN URGENT MEASURE

This Contract is entered into by and between FABRIZI TRUCKING & PAVING COMPANY, INC., 20389 First Avenue, Middleburg Heights, Ohio 44130 ("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 **April 18, 2024**, advertised for bids for the work and/or services, hereinafter described, on **May 30, 2024 and June 6, 2024** which bids were due on or before **1:00 o'clock P.M. on Friday, June 21, 2024**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **July 15, 2024**, at which time Council adopted **Resolution No. 2024-** 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 2024 Concrete Repair Program with the Contractor, in an amount not to exceed Nine Hundred Thousand Eight Hundred Ninety-Four Dollars and No Cents (\$900,894.00).

2. The Contractor shall provide labor and materials for the 2024 Concrete Repair 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 2024 Concrete Repair Program without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

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

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

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

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

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

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

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

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

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

FABRIZI TRUCKING & PAVING CO., INC.

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 FABRIZI TRUCKING & PAVING COMPANY, INC.

SIGNATURE

PRINTED NAME

TITLE

DATE

ADDENDUM NO. 1

JUNE 13, 2024

CITY OF BEACHWOOD

**BID DOCUMENTS
FOR**

2024 CONCRETE REPAIR PROGRAM

**BID OPEN DATE: FRIDAY, JUNE 21, 2024
@ 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 nfini@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**

Digitally signed by Joseph R. Ciuni,
Joseph R. Ciuni, P.E. P.S. P.E. P.S.
Date: 2024.06.13 13:47:30-04'00'

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

Received by (Print) Emilio Fabrizi, Jr. President

Signature 

Company Fabrizi Trucking & Paving Co., Inc.

Date 6/13/2024

BID FORM

Mark Envelope: **2024 CONCRETE REPAIR 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: 90
(NOT MORE THAN **90** 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: \$ 900,894.00

UNIT PRICE CONTRACT

For the **2024 CONCRETE REPAIR PROGRAM** in the City of Beachwood, Cuyahoga County, Ohio, in accordance with the plans and specifications.

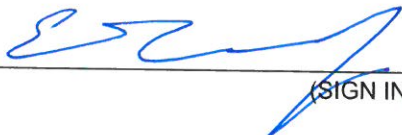
Sum of TOTAL COST							
2024 CONCRETE REPAIR PROGRAM	REFERENCE	CMS	DESCRIPTION	QUANTITY	UNIT	UNIT \$	Total
COMMERCE AND MERCANTILE	1	202	CURB REMOVED	60	LF	\$ 6.00	\$ 360.00
	2	202	WALK REMOVED	1960	SF	\$ 1.00	\$ 1,960.00
	3	255	CONCRETE SLAB, REMOVE AND REPLACE, AS PER PLAN	3670	SY	\$ 114.00	\$ 418,380.00
	4	255	CONCRETE JOINT, REMOVE AND REPLACE, AS PER PLAN	418	SY	\$ 156.00	\$ 65,208.00
	5	451	DRIVE APRON, REMOVE AND REPLACE, AS PER PLAN (8")	30	SY	\$ 115.00	\$ 3,450.00
	6	608	CONCRETE WALK, 5 INCH, FIBER REINFORCED, CLASS QC MS	1960	SF	\$ 9.50	\$ 18,620.00
	7	608	CURB RAMP, AS PER PLAN	14	EA	\$ 1,435.00	\$ 20,090.00
	8	609	BLOCK CURB, AS PER PLAN	60	LF	\$ 36.00	\$ 2,160.00
	9	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	30	EA	\$ 1,530.00	\$ 45,900.00
	10	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	3	EA	\$ 1,267.00	\$ 3,801.00
	11	611	CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	1	EA	\$ 2,168.00	\$ 2,168.00
	12	614	MAINTAINING TRAFFIC	1	LS	\$ 25,824.00	\$ 25,824.00
	13	623	MONUMENT ASSEMBLIES ADJUSTED TO GRADE, AS PER PLAN	20	EA	\$ 350.00	\$ 7,000.00

COMMERCE AND MERCANTILE	14	632	DETECTOR LOOP	2	EA	\$ 1,861.00	\$ 3,722.00
	15	SPECIAL	MISCELLANEOUS METALS, AS PER PLAN	13500	LBS	\$ 2.50	\$ 33,750.00
COMMERCE AND MERCANTILE Total							\$ 652,393.00
RICHMOND ROAD IN FRONT OF THE FIRE STATION 1	16	255	CONCRETE SLAB, REMOVE AND REPLACE, AS PER PLAN	167	SY	\$ 133.00	\$ 22,211.00
	17	255	CONCRETE JOINT, REMOVE AND REPLACE, AS PER PLAN	30	SY	\$ 225.00	\$ 6,750.00
	18	611	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	2	EA	\$ 1,680.00	\$ 3,360.00
	19	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	1	EA	\$ 1,310.00	\$ 1,310.00
	20	614	MAINTAINING TRAFFIC	1	LS	\$ 4,867.00	\$ 4,867.00
	21	638	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	2	EA	\$ 220.00	\$ 440.00
	22	SPECIAL	MISCELLANEOUS METALS, AS PER PLAN	1250	LBS	\$ 2.50	\$ 3,125.00
RICHMOND ROAD IN FRONT OF THE FIRE STATION 1 Total							\$ 42,063.00
CEDAR ROAD PATCH	23	255	CONCRETE SLAB, REMOVE AND REPLACE, AS PER PLAN	12	SY	\$ 208.00	\$ 2,496.00
	24	614	MAINTAINING TRAFFIC	1	LS	\$ 3,942.00	\$ 3,942.00
CEDAR ROAD PATCH Total							\$ 6,438.00
2024 CONCRETE REPAIR PROGRAM	25	SPECIAL	CONTINGENCY ALLOWANCE	1	LS	\$ 200,000.00	\$ 200,000.00
2024 CONCRETE REPAIR PROGRAM Total							\$ 200,000.00
Bid Total							\$ 900,894.00

EXECUTED AT:

Middleburg Heights, Ohio THIS 21st DAY OF June, 2024

BY:


(SIGN IN INK) Emilio Fabrizi, Jr.

TITLE:

President
(OWNER, PARTNER, OR CORPORATE OFFICER)

VENDOR (PLEASE FILL IN):

Fabrizi Trucking & Paving Co., Inc.
NAME

(440) 973-4929
PHONE

20389 First Avenue
ADDRESS

(440) 234-2844
FAX

Middleburg Heights, Ohio 44130
CITY, STATE & ZIP CODE

bids@fabrizi-inc.com
eMAIL

(SECTION 153.571 Ohio Revised Code)

Page 93 of 149

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

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

SIGNED AND SEALED This 14th day of June, 2024.

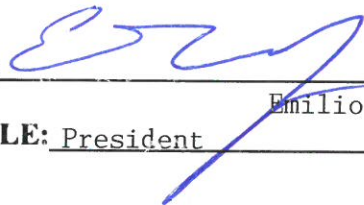
PRINCIPAL:

SURETY:

Fabrizi Trucking & Paving Co., Inc.

The Cincinnati Insurance Company

BY:



Emilio Fabrizio, Jr.

TITLE: President

BY:



Attorney-In-Fact Melanie Blankenburg

Surety Company Address:

6200 S. Gilmore Road
Fairfield, OH 45014
P-513-870-2000
F-513-881-8060
Robert_Edgeron@cinfin.com

Surety Agent's Address:

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Anthony J. Schepis; Laura K. Staten; Scott Liptak; Kevin S. Keller; Sharon Brickman;
Melanie Blankenburg and/or Jill LaBondano

of Independence, Ohio

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

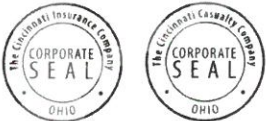
Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 14th day of June

2024



Ed H

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 03/14/2024

Effective 07/01/2023

Expires 06/30/2024

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

CINCINNATI INSURANCE COMPANY, THE

of Ohio 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)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of \$19,791,935,858, liabilities in the amount of \$12,497,981,859, and surplus of at least \$7,293,953,999.

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

Judith L. French

Judith French, Director





The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2023

ASSETS

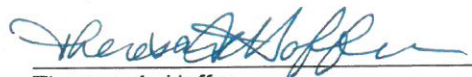
Cash	\$ 525,992,881
Bonds	8,208,013,588
Stocks	7,570,068,513
Agents Balance Receivable	2,420,112,965
All Other Admitted Assets	1,067,747,911
TOTAL ADMITTED ASSETS	<u>\$19,791,935,858</u>

LIABILITIES

Reserve for Losses and Loss Expense	\$ 7,517,725,810
Reserve for Unearned Premiums	3,678,080,293
All Other Liabilities	1,302,175,756
Capital	\$ 3,586,355
Surplus	7,290,367,644
	<u>7,293,953,999</u>
TOTAL LIABILITIES & EQUITY	<u>\$19,791,935,858</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2023 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 27th day of February 2024.





RACHEL ELLEN UNDERWOOD
Notary Public
State of Ohio
My Comm. Expires
June 7, 2027

CORPORATION RESOLUTION

Date June 6, 2024

The Board of Directors of Fabrizi Trucking & Paving Co., Inc. met on the above Date. A motion was made, seconded and passed authorizing Emilio Fabrizi, Jr. President, or any of the
(Name and Title)

officers named below, to sign and submit a bid to the City of Beachwood

for the project known as: 2024 Concrete Repair Program
(Project Name)

and authorizing any one of the following officers;

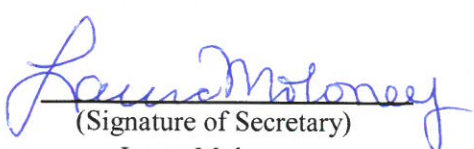
- 1) Emilio Fabrizi Jr., President
- 2) Maria Fearer, Vice President
- 3) Wes Moloney, Treasurer
- 4) Laura Moloney, Secretary

to enter into a contract if the City of Beachwood awards the work to the firm.


(Signature of Officer)

Wes Moloney, Treasurer

ATTEST:

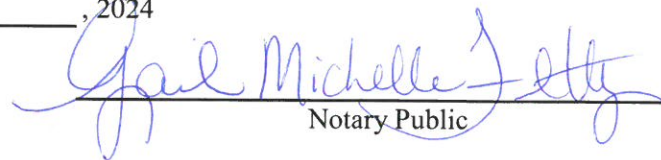

(Signature of Secretary)

Laura Moloney

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at

Middleburg

Heights Ohio, this 6th day of June, 2024


Notary Public



GAIL MICHELLE FETTY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-28



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
00323386

Period Specified Below
07/01/2023 to 07/01/2024

FABRIZI TRUCKING & PAVING CO INC
20389 1ST AVE
Cleveland OH 44130-2433



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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



May 1, 2024

Julie Suchy,
EEO Administrator
Fabrizi Trucking & Paving
20389 First Avenue
Middleburg Heights, OH 44130

SUBJECT: Certificate of Compliance Certification
Status: In Compliance
Effective Dates: May 1, 2024 - November 1, 2024

Dear Julie Suchy:

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

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

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

Sincerely,

Monica L. Womack
Chief Minority Business Development Division

Maria Fearer

From: risk-rps@bwc.state.oh.us
Sent: Wednesday, July 12, 2023 1:45 PM
To: MARIA@FABRIZI-INC.COM
Subject: BWC has approved your Drug Free Safety Program participation.

Policy number: 323386

Company name: FABRIZI TRUCKING & PAVING CO INC

RE: Drug-Free Safety Program Enrollment approval

Dear Employer:

Congratulations! We approved your participation in our Drug-Free Safety Program (DFSP) at the *Comparable* level for the program year beginning July 1, 2023. In addition, please note all of the important DFSP requirements below, along with their due dates.

The DFSP requires your company to:

- Submit an online [Accident Report \(DFSP-1\)](#) within 30 days of an accident or learning of an accident for BWC- allowed claims that occur during the program year (Basic and Advanced levels).
- Submit an online [Safety Management Self-Assessment \(SH-26\)](#), within 30 days from the start of the program year if not done at the time of the online submission of the application or annual report (Basic and Advanced levels).
- Provide accident-analysis training for all supervisors within 30 days from the start of the program year (First year Basic or Advanced level DFSP participants only).
- Submit an online [Safety Action Plan \(DFSP-5\)](#) within 60 days from the start of the program year (Advanced level only).
- Submit an online DFSP Annual Report by the last business day in March for private employers and the last business day in September for public employers.

Please keep in mind, your participation in the program may or may not result in a bonus. If you participate at the Basic or Advanced level, your involvement in other BWC-rating programs could affect your eligibility for a bonus. You can find out which BWC program bonuses are compatible with the DFSP bonus along with program information and documents by clicking [here](#). You can find basic DFSP information by clicking [here](#).

We applaud your commitment to the safety and well-being of your workers, their families and your community. If you have questions, call the BWC representative listed below. To learn more about our other program options, please visit www.bwc.ohio.gov, call 614-441-0745, or send an email to EmployerProgramUnit@bwc.state.oh.us. Thank you for your attention to this matter.

Sincerely,
Michael Sendelbach
Supervisor, Employer Program Unit

BWC Representative: Gina Jackson (216) 584-0132
BWC Customer Service Office: CLEVELAND (800) 644-6292

FOR BWC USE ONLY
DOCTYPE: CORR
RE: EMAIL - DFSP ENROLLMENT APPROVAL NOTIFICATION

**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:

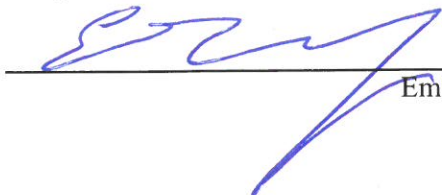
1. CONSIDERATION FOR MATERIALS (MATERIAL incorporated into a structure or improvement on and becoming a part of real property)

\$ 346,752.00

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

\$ 554,142.00

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



Emilio Fabrizi, Jr. President

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)

Emilio Fabrizi, Jr
_____ being first duly
sworn, deposes and says that _____ 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.

Please see attached *Stockholders*.



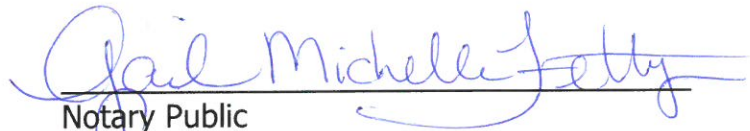
Signature Emilio Fabrizi, Jr. President

Sworn to and subscribed in my presence this 21st day of June , 2024

(Notary Seal)



GAIL MICHELLE FETTY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-28



Notary Public

ATTACHMENT

Fabrizi Trucking & Paving Co., Inc. ATTACHMENT
Stockholders

Personal and Confidential

<u>Stockholder</u>	<u>Address</u>
Emilio Fabrizio Jr.	14715 Regency Dr., Strongsville, OH 44149
Maria Fearer	9584 Smith Rd., Litchfield, OH 44253
Frank Fabrizio Jr.	20376 Sterling Way, Strongsville, OH 44149
Steve Fabrizio	19088 Hunters Pointe Drive Strongsville, Ohio 44136
Domenic Fabrizio	17218 Greenwood Strongsville, Ohio 44149
Silvio Paul Fabrizio	11648 Fox Grove, Strongsville, OH 44149

STATEMENT REGARDING PERSONAL PROPERTY TAXES

I, Emilio Fabrizi, Jr., President
(Name) (Owner, President, Etc.)

of Fabrizi Trucking & Paving Co., Inc. do hereby certify that this firm or person
is not delinquent in the filing and/or payment of
personal property taxes in Cuyahoga
(insert is or is not)
County.

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

Signed 
Emilio Fabrizi, Jr. President
Name of Firm Fabrizi Trucking & Paving Co., Inc.
Address 20389 First Avenue
Middleburg Heights, Ohio 44130
Telephone (440) 973-4929

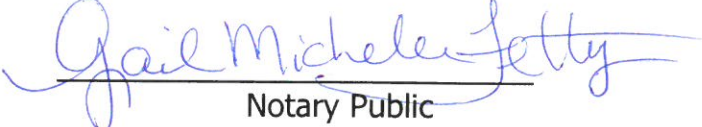
State of Ohio)
) SS
County of Cuyahoga)

Sworn to and subscribed in my presence this 21st day of June, 2024

(Notary Seal)



GAIL MICHELLE FETTY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-28


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:

Please see attached *Stockholders*.

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:

Incorporated in the State of Ohio on May 13, 1961.

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):

All partners, officers, and interested principals are citizens of the United States.

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:

Please see attached Bidder Experience, Trucks & Trailers list, and Equipment list, attached.

Fabrizi Trucking & Paving Co., Inc. has a facility and staff on Eastland Road in Middleburg

Heights that are used for equipment storage and repair.

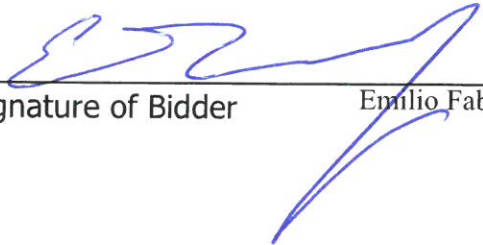
ABILITY: That he or they have performed the following work: (Give location, kind, size or cost, and reference to name and address of client and engineer).

Please see attached *Major Work*.

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

Please see attached Financial References, Contracts on Hand, and ODOT qualification. Any
requested detailed financial information can be provided if Fabrizi is found to be the lowest
apparent bidder.

Fabrizi Trucking & Paving Co., Inc. retains a credit line of \$5,500,000.00, and
generates a 5 year sales average of over \$71,000,000.00 per year.


Signature of Bidder Emilio Fabrizi, Jr. President

FABRIZI TRUCKING & PAVING CO., INC.

20389 FIRST AVENUE • MIDDLEBURG HEIGHTS, OHIO 44130

Phone: 440-973-4929

Fax: 440-274-9033

PRE-QUALIFICATIONS

Fabrizi Trucking & Paving Co., Inc. ("Fabrizi"), founded in 1949 (incorporated on May 13, 1961 in the State of Ohio), is a family owned and operated business serving Cuyahoga, Lake, Lorain, Medina, Summit and Portage Counties. From its humble beginning hauling coal, sand and gravel, Fabrizi's hard working family has grown the business into an organization of six affiliated companies with average annual sales in excess of seventy million dollars and employs an average of two hundred-fifty skilled workers.

Our core scope of work is infrastructure projects that include sewer lines, water lines, excavation, and concrete paving. Fabrizi's main customer base is local government. Work is obtained through public bidding to municipal, county and state agencies. Commercial and residential clients complete the balance of our customer base. Fabrizi Trucking & Paving is qualified with ODOT for projects up to \$136,961,135.50. See *ODOT qualifications* approval. Fabrizi is qualified to handle all aspects of construction from level 1 bridges to landscaping. See *Major Work Experience, Contracts on Hand, Equipment and Trucks & Trailers Lists*.

TRUCK & TRAILER LIST

DESCRIPTION	DESCRIPTION
1989 MACK WATER TANK TRUCK	1990 MACK SEMI TRUCK
1989 MACK DM690 WATER TRUCK	1996 MACK SEMI TRUCK
1985 MACK RW713 WATER TRUCK	2000 MACK SEMI TRUCK TRACTOR
1993 KENWORTH W900 WATER TRUCK	2007 MACK CHN 613 SEMI TRUCK
2015 CHEVY EXPRESS 2500 VAN	2008 MACK SEMI TRUCK TRACTOR
2017 FORD TRANSIT CONNECT VAN	2005 MACK SEMI TRUCK
2011 FORD E-250 VAN	1987 FORD SEMI TRUCK TRACTOR
2020 FORD TRANSIT VAN	2009 MACK TANDEM AXLE SEMI
1998 MACK RD688S TRIAXLE TRUCK	1998 MACK SEMI TRUCK TRACTOR
2003 MACK GRANITE TRIAXLE TRUCK	2001 MACK SEMI TRUCK TRACTOR
2000 MACK TRIAXLE TRUCK	1993 MACK SEMI TRUCK TRACTOR
2004 VOLVO TANDEM TRUCK	1990 MACK R688ST SEMI TRUCK
1989 MACK TANDEM TRUCK	1993 MACK WINCH TRACTOR TRUCK
2006 MACK GRANITE TANDEM TRUCK	2004 MACK GRANITE SEMI TRUCK
2003 MACK GRANITE TANDEM PLOW	1997 MACK SEMI TRUCK TRACTOR
2006 MACK GRANITE TANDEM TRUCK	1985 MACK SEMI TRUCK TRACTOR
1992 MACK RD688S TANDEM TRUCK	2004 MACK CV713 CARRYALL TRUCK
2005 MACK GRANITE TANDEM DUMP	2002 MACK SEMI TRUCK TRACTOR
2002 MACK RD600 TANDEM W/PLOW	2000 MACK CARRY ALL TRUCK
2009 MACK TANDEM PLOW TRUCK	2008 MACK SEMI TRACTOR TRUCK
2009 MACK TANDEM PLOW TRUCK	2017 MACK CARRY ALL TRUCK
1998 INT'L 4900 PLOW/DUMP TRUCK	2014 KENWORTH CARRY ALL TRUCK
2018 CHEVY TRAX SUV	1994 MACK SINGLE AXLE PLOW TRUCK
2018 NISSAN ROGUE	2021 FORD F600 SINGLE AXLE TRUCK
2015 BUICK ENCORE SUV	2010 INT'L SINGLE AXLE TRUCK
1994 MACK SEMI TRUCK	1992 GMC TOPKICK 14' DUMP TRUCK
1986 MACK SEMI TRUCK R686ST	2000 INT'L TRUCK W/SWEEP & PLOW
2003 MACK SEMI TRUCK TRACTOR	2000 INT'L PLOW/DUMP TRUCK
2011 MACK SEMI TRUCK	2002 INT'L PLOW/DUMP TRUCK
2010 MACK GRANITE SEMI TRUCK	2005 MACK GRANITE S/A W/PLOW
2002 MACK SEMI TRACTOR TRUCK	1986 INT'L 1954 PLOW TRUCK
2003 MACK SEMI TRACTOR TRUCK	1999 INT'L 4X4 S/A PLOW TRUCK
1999 MACK SEMI TRUCK TRACTOR	2002 INT'L SINGLE AXLE PLOW
2004 MACK SEMI TRUCK TRACTOR	1997 MACK RD690P S/A DUMP/PLOW
1998 MACK SEMI TRUCK TRACTOR	2000 MACK TRI/A ROLLOFF TRUCK
2000 MACK CH613 SEMI TRUCK	2000 MACK ROLL OFF TRUCK
2019 MACK ANTHEM SEMI TRUCK	1999 MACK ROLL OFF TRUCK
2018 MACK GU713 T/A SEMI	1993 MACK ROLLOFF TRUCK
1995 MACK SEMI TRUCK	1999 MACK ROLL OFF TRUCK
1990 MACK SEMI TRUCK	2005 MACK CV713 ROLLOFF TRUCK
1989 MACK SEMI TRUCK TRACTOR	1993 MACK DM688S ROLLOFF TRUCK
2007 MACK SEMI TRUCK TRACTOR	1999 MACK DM690S ROLLOFF TRUCK
2008 MACK CHU613 T/A SEMI	1999 MACK ROLLOFF TRUCK

DESCRIPTION	DESCRIPTION
2019 FORD F150 CREW CAB PICKUP	2016 FORD F550 FLATBED TRUCK
2016 CHEVY ONE TON DUMP TRUCK	2012 FORD F550 FLATBED TRUCK
2019 FORD F250 XL PICKUP	2007 MACK 5-AXLE TRUCK
2018 GMC SIERRA UTILITY TRUCK	2007 MACK 5 AXLE DUMP TRUCK
2020 FORD F550 UTILITY TRUCK	1998 MACK 5 AXLE DUMP TRUCK
2022 CHEVY C3500 UTILITY TRUCK	2000 MACK FIVE AXLE DUMP TRUCK
2022 CHEVY 3500 UTILITY TRUCK	2018 WESTERN STAR 5 AXLE TRUCK
2020 FORD F250 XLT 4X4 PICKUP	2015 MACK 5 AXLE DUMP TRUCK
2019 GMC SIERRA 2500HD PICKUP	2015 MACK 5 AXLE DUMP TRUCK
2023 CHEVY 2500 UTILITY TRUCK	2001 MACK 5 AXLE DUMP TRUCK
2020 DODGE RAM 2500 PICKUP	2018 FORD F550 BOX/SAW TRUCK
2023 GMC SIERRA 1500 PICKUP	2014 PETERBILT 365 BOOM TRUCK
2016 GMC SIERRA PICKUP TRUCK	1984 AM GENERAL CARGO TRUCK
2024 GMC SIERRA PICKUP TRUCK	1987 HILBILT MONGOOSE DUMP TRAILER
2018 SIERRA 2500HD PICKUP TRUCK	1998 BENSON DUMP TRAILER
2017 FORD F350 UTILITY TRUCK	1996 HILBILT 22' DUMP TRAILER
2011 FORD F250 UTILITY TRUCK	2006 ACE QUARRY BOX DUMP TRAILER
2019 CHEVY 2500HD UTILITY TRUCK	2007 KRUZ 22' END DUMP TRAILER
2016 FORD F550 1 TON DUMP TRUCK	1995 QUAD AXLE SEMI TRAILER
2005 FORD F750 MECHANICS TRUCK	1999 J&J DUMP TRAILER
2002 INT'L MECHANICS TRUCK	1994 BENSON S26 TRAILER
2019 PETERBILT SERVICE TRUCK	1994 HILBILT MONGOOSE DMP TRAILER
1991 INT'L 4900 MECHANIC TRUCK	1998 HILBILT 22' DUMP TRAILER
2010 FORD F750 MECHANICS TRUCK	1999 J&J QUARRY BOX TRAILER
2000 FORD F450 SERVICE TRUCK	1999 J&J QUARRY TRAILER
2006 INT'L MECHANIC TRUCK	HOMEMADE TRAILER
2020 PETERBILT SERVICE TRUCK	1981 CLEMENT T6 TRAILER
2012 FORD F750 SERVICE TRUCK	1984 ROGERS ALUMINUM DUMP TRAILER
2021 PETERBILT SERVICE TRUCK	2001 DIERZEN TRAILER
2019 FORD F750 SERVICE TRUCK	1994 BENSON DUMP TRAILER
2014 PETERBILT 337 SERVICE TRUCK	1995 BENSON QUARRY DUMP TRAILER
2017 KENWORTH T370 SERVICE TRUCK	1990 HILBILT MONGOOSE 24' TRAILER
1997 T800 TRI/A-HYDROSEEDER	1993 INTERSTATE TAGALONG TRAILER
1991 MACK RW753 FUEL/LUBE TRUCK	1995 BENSON QUARRY BOX TRAILER
1999 MACK FUEL/LUBE TRUCK	1999 J&J QUARRY DUMP TRAILER
2000 MACK RD688S FUEL TRUCK	1994 BENSON QUARRY DUMP TRAILER
2020 MACK GRANITE FUEL TRUCK	1995 BENSON QUARRY BOX TRAILER
2015 PETERBILT FUEL LUBE TRUCK	2003 MAC 48' WALKING FLR TRAILER
2015 PETERBILT FUEL LUBE TRUCK	2005 MAC WALKING FLOOR TRAILER
1999 INT'L FORM TRUCK	2015 WARREN WALKING FLOOR TRAILER
1998 FREIGHTLINER FORM TRUCK	1998 EAST SEMI TRAILER
1995 FREIGHTLINER FORM TRUCK	TOP TRAILER- MOWER TRAILER
2004 MACK GRANITE FLATBED TRUCK	HILBILT 24' DUMP TRAILER

DESCRIPTION	DESCRIPTION
2020 LIBERTY UTILITY TRAILER	1973 INTERNATIONAL 4X4 PLOW
2015 LIBERTY UTILITY TRAILER	1975 INT'L PAYSTAR W/PLOW
2018 HOMESTEADER CARGO TRAILER	1973 AUTOCAR WATER TRUCK
1989 HUDSON CONCRETE WIRE TRAILER	1987 INT'L PLOW/WATER TRUCK
2006 TRAILMOBILE VAN TRAILER	1988 OSHKOSH OFF RD PLOW TRUCK
2006 TRAILMOBILE VAN TRAILER	AM GENERAL 5TON 6X6 TRUCK TRACTOR
2020 ROCK SOLID ENCLOSED TRAILER	2001 INT'L DUMP TRUCK W/PLOW
1981TILT TOP-ARTICULATED ROLL TRAILER	1988 INTL PAYSTAR S/A PLOW TRUCK
2006 48' TRAILMOBILE VAN TRAILER	1986 OSHKOSH TANDEM PLOW TRUCK
2018 TRAILER FOR PLASTIC	1985 INT'L 1854 SNOW PLOW TRUCK
2017 SURE TRAC ENCLOSED TRAILER	FILTER STORAGE TRAILER
TALBERT 55 T CARRYALL TRAILER	500 GALLON WATER TANK TRAILER

DESCRIPTION	DESCRIPTION
JOY 185 DIESEL COMPRESSOR	SOLAR TECH MESSAGE BOARD
GARDNER DENVER 303 COMPRESSOR	WANCO WTSP LIGHT ARROW BOARD
SULLIVAN 185 DIESEL COMPRESSOR	WANCO WTSP LIGHT ARROW BOARD
185 JOY COMPRESSOR	WANCO WTSP LIGHT ARROW BOARD
GARDNER DENVER COMPRESSOR	WANCO WTSP LIGHT ARROW BOARD
SULLIVAN GAS POWERED AIR COMPRESSOR	WANCO WTSP LIGHT ARROW BOARD
125 SULLIVAN COMPRESSOR	WARCO ARROW BOARD
185 INGERSOLL COMPRESSOR	SOLAR TECH ARROW BOARD
LEROI AIR COMPRESSOR	MB2 SOLAR TECH MESSAGE BOARD
SULLIVAN AIR COMPRESSOR	MB2 SOLAR TECH MESSAGE BOARD
2001 SULLIVAN 185 CFM AIR COMPRESSOR	ARROWMASTER ARROW BOARD
SULLIVAN AIR COMPRESSOR	ARROWMASTER ARROW BOARD
SULLAIR AIR COMPRESSOR	2016 SOLAR MESSAGE BOARD
PORTABLE GAS AIR COMPRESSOR	VERMAC PORTBLE TRAFFIC SIGNALS
1006 DIESEL AIR COMPRESSOR	TEREX TA300 ARTICULATED DUMP TRUCK
GARDNER DENVER AIR COMPRESSOR	TEREX TA300 ARTICULATED DUMP TRUCK
SULLAIR AIR COMPRESSOR	ROKBAK RA30 ARTICULATED TRUCK
2007 ATLAS COPCO AIR COMPRESSOR	FELCO 32" VIBRT COMPACTOR BUCKET
2007 ATLAS COPCO AIR COMPRESSOR	ROME DIRT DISC
2008 SULLIVAN AIR COMPRESSOR	HARLEY 90" POWER BOX RAKE
SULLAIR SKID MTD AIR COMPRESSOR	ROME HYDRAULIC DISC HARROW
LEROI Q185DJE AIR COMPRESSOR	2009 ASPHALT ZIPPER AZ300B
SULLIVAN AIR COMPRESSOR	MR. MANHOLE CUTTING MACHINE
2006 SULLIVAN D185011 AIR COMPRESSOR	2019 BRUSHCAT ATTACHMENT 72"
2008 INGERSOLL-RAND AIR COMPRESSOR	Q.T. 75" SMOOTH TOOTH BUCKET
2002 INGERSOLL-RAND AIR COMPRESSOR	2015 BLUE DIAMOND 72" SWEEPER
ATLAS COPCO AIR COMPRESSOR	2003 BOBCAT 72" SWEEPER
1997 LEROI 185 AIR COMPRESSOR	VENTRAC 42" SNOW BLOWER
ATLAS COPCO AIR COMPRESSOR	VENTRAC 46" BRUSH HOG
SULLAIR AIR COMPRESSOR	RH72B 72" ROCK HOUND RAKE
GARDNER-DENVER AIR COMPRESSOR	2017 BOBCAT6809442 72" SWEEPER
1998 ATLAS COPCO COMPRESSOR	BOBCAT 60 SKIDLOADER SWEEPER
20"MINNICH DOWEL PIN AIR DRILL	SWEEPSTER VRS7M 84" HYD BOOM
ARROW BOARD	SWEEPSTER 10' HYDRAULIC BROOM
170 YANMAR DIESEL TRAFFIC SIGN	655 FORD BACKHOE
ARROW BOARD	655C 4X4 BACKHOE
PORTABLE TRAFFIC SIGNALS	655C 2X4 FORD BACKHOE
A & A SAFETY PORTABLE SIGNALS	655A BACKHOE
DIETZ TRAFCON ARROW BOARD	1998 555E BACKHOE
N AMERICA PORT TRAFFIC SIGNALS	655A FORD BACKHOE
SET OF MESSAGE BOARDS	655A FORD BACKHOE
ARROW BOARD AW M90EZ 15LT	655D BACKHOE
ARROW BOARD AW M90EZ 15LT	455C FORD TRACTR LOADER BACKHOE

DESCRIPTION	DESCRIPTION
1989 CAT 245B EXCAVATOR	CAT EX5000 ELECTRIC FORKLIFT
KOMATSU 220-6 EXCAVATOR	CAT IP TOW MOTOR FORK LIFT
2001 KOMATSU PC228USLC-3 EXCAVATOR	CAT GC18 FORKLIFT
PC308USLC-3 KOMATSU EXCAVATOR	MCELROY PITBULL FUSIONMACHINE
PC228USCL-3N KOMATSU EXCAVATOR	MCELROY PITBULL FUSION MACHINE
312C CATERPILLAR EXCAVATOR	MCELROY PITBULL FUSION MACHINE
PC300LC-7E0 KOMATSU EXCAVATOR	19.5KW ATLAS COPCO GENERATOR
2004 KOMATSU PC600LC-7 EXCAVATOR	20KW MQ POWER GENERATOR
PC220LC-5L KOMATSU EXCAVATOR	MQDCA25SSIU GENERATOR
312B CAT EXCAVATOR	MULTIQUIP GENERATOR
KOMATSU PC228USL-8 EXCAVATOR	WHISPERWATT DCA25USI GEN SET
PC138USLC-10 KOMATSU EXCAVATOR	WHISPERWATT DCA25SSIU GEN SET
PC228USLC-10 KOMATSU EXCAVATOR	WELDER COMPRESSION GENERATOR
2005 NEWHOLLAND EH50 MINI EXCAVATOR	WHISPERWATT PORTABLE GENERATOR
2014 KOMATSU PC490LC-10 EXCAVATOR	MULTIQUIP GENERATOR
PC160LC-8 KOMATSU HYD EXCAVATOR	MULTIQUIP PORTABLE GEN SET
SK-120LC KOBELCO EXCAVATOR	WACKER G25 PORTABLE GEN SET
PC160LC KOMATSU EXCAVATOR	2012 MULTIQUIP GEN SET
2008 KOMATSU PC800LC-8 EXCAVATOR	MULTIQUIP GEN SET DCA25SSIU3
2005 KOMATSU PC308USLC EXCAVATOR	2013 MULTIQUIP GEN SET 25US12
PC360LCI-11 KOMATSU EXCAVATOR	2014 DOOSAN DIESEL GENERATOR
2017 KOMATSU PC170LC-11 EXCAVATOR	2018 MULTIQUIP GEN SET ON TRAILER
2013 KOMATSU PC160LC-8 EXCAVATOR	MULTIQUIP GEN SET ON TRAILERLR
2019 KOMATSU PC490LCI-11 EXCAVATOR	2014 MULTIQUIP MOBILE GEN SET
2013 KOMATSU PC228LC EXCAVATOR	2014 MULTIQUIP MOBILE GEN SET
2017 KOMATSU PC360LC-11 EXCAVATOR	MULTIQUIP 25KW GENERATOR SET
2015 KOMATSU PC490LC-11 EXCAVATOR	2013 MAGNUM 18KW GENERATOR SET
2015 KOMATSU PC228USLC-10 EXCAVATOR	2014MULTIQUIP DCA2520KW GEN SET
2015 KOMATSU PC228USLC-10 EXCAVATOR	WACKERNEUSON G2519.5KW GEN SET
2005 KOMATSU PC308USLC-3 EXCAVATOR	WACKERNEUSON G2519.5KW GEN SET
2020 KOMATSU PC210LCI-11 EXCAVATOR	TOPCON SURVEY EQUIPMENT
2021 KOMATSU PC138USLC-11 EXCAVATOR	TOPCON SURVEY SYSTEM GX60
2017 KOMATSU PC490LC-11 EXCAVATOR	TOPCON SURVEY SYSTEM GX-60
2023KOMATSU PC210LCI-11 EXCAVATOR	TOPCON HIPER V BASE GD FH195+
2017 KOMATSU PC490LC-11 EXCAVATOR	TOPCON VERTICAL MILLIMETER
2013 KOMATSU PC390LC-10 EXCAVATOR	TOPCON FH915+ BASE & ROVER
2019 KOMATSU PC238USLC-11EXCAVATOR	TOPCON HIPER V BASE GD FH195+
2014 KOMATSU PC138USLC EXCAVATOR	HIPER VR BASE/ROVER 915+
FORD 2000 TRACTOR	HIPER VR BASE/ROVER 915+
HYSTER TOW MOTOR	TOPCON VR BASE & ROVER 915+
CLARK TOW MOTOR FORKLIFT	TOPCON HIPER V GD FH915+
CLARK FORKLIFT TOW MOTOR	TOPCON HIPER V GD FH915+
NISSAN 50 OPTIMUM FORKLIFT	TOPCON HIPER II W/915 ASSEMBLY

DESCRIPTION	DESCRIPTION
2021 KOMATSU WA500-8 LOADER	1999 GODWIN 6" SUBMERSIBLE PUMP
2016 CAT 950M WHEEL LOADER	GORMAN-RUPP 6" WATER PUMP
KOMATSU WA600 WHEEL LOADER	ATLAS COPCO 4" SELF PRIME PUMP
KOMATSU WA500 WHEEL LOADER	ATLAS COPCO ENC 6" PUMP
KOMATSU WA500 WHEEL LOADER	2018 GODWIN CD100M WATER PUMP
CAT IT38F WHEEL LOADER	2018 GODWIN CD100M WATER PUMP
CAT 966C RUBBER TIRE LOADER	672B JOHN DEERE GRADER
2017 CAT 950M LOADER	HUBER 3-5 TON GAS ROLLER
2023 CAT 920-14A WHEEL LOADER	1T WACKER ROLLER
2015 CAT 938K WHEEL LOADER	DW21 CAT 50 TON TEST ROLLER
2021 KOMATSU WA380-8 LOADER	2012 VOLVO DD14 TANDEM ROLLER
914K CAT WHEEL LOADER	BW135 BOMAG SMOOTH DRUM ROLLER
VERMEER 2.5" MOLE	602BD CASE ROLLER
VERMEER 3" MOLE	INGERSOLL PRO 70 ROLLER
VERMEER 3" MOLE	BOMAG BW213D VIBRATORY ROLLER
HP200Q PIERCING TOOL MOLE	CP563C CAT SHEEPS FOOT ROLLER
CRAFCO TAR KETTLE W/TRAILER	2420D HAMM SMOOTH DRUM ROLLER
9500 GOMACO TRIMMER	1999 INGERSOLL RAND VIBR ROLLER
CMI ROTO-MILL TRIMMER	INGERSOLL RAND VIBR ROLLER
TRIMMER LASER	BW213D BOMAG VIBRATORY ROLLER
BLAW-KNOX ROAD WIDENER	2000 WACKER VIBRATORY ROLLER
MIDLAND S.A. ROAD WIDENER	1995 BOMAG VIBRATORY ROLLER
2000 MIDLAND SA ROAD WIDENER	2012 CASE VIBRTRY ROLLER SV210
2000 HTC ROAD WIDENER	DYNAPAC CA152D VIBRT ROLLER
TAMROCK CEMENT DRILL	1999 HYPAC SHEEPSFOOT ROLLER
6300 GOMACO CONCRETE PAVER	SD100D INGERSOLL-RAND ROLLER
GT3600 GOMACO CURB PAVER	WACKER RD12A TANDUM VIBR ROLLER
VERMEER ROAD SAW	METTLER TOLEDO TRUCK SCALE
GHP2800 4-TRACK CONCRETE PAVER	BRECHBUHLER TRUCK SCALE
1991 VERMEER CC135 ROCK SAW	TS14B TEREX PAN
GP-2400 GOMACO 4-TRACK PAVER	TS14 TEREX SCRAPER
CC-135 VERMEER ROCK SAW	TS14 SCRAPER
2016 CORECUT CONCRETE SAW CC6571	TS14 SCRAPER
2013 CORECUT CONCRETE SAW CC6566	2000 TS14 PAN
1995 VERMEER RIDE ON ROCK SAW	2000 TS14 PAN
HUSQVARNA G4000 SOFF-CUT SAW	TEREX TS14 PAN SCRAPER
LARGE SOFF-CUT SAW #2	2022 K-TEC 1228 PULL SCRAPER
HUSQVARNA G2000 SOFF-CUT SAW	2020 K-TEC 1228 PULL SCRAPER
HQ SOFF-CUT WALK BEHIND SAW	2019 MTS 3630T SCRAPER TRACTOR
GT3600 GOMACO XTREME CURBPAVER	2018 MTS 3630T SCAPER TRACTOR
HQ SOFF-CUT WALK BEHIND SAW	2017 MTS 3630T SCAPER TRACTOR
VERMEER CC90 ROCK SAW	ROME RP-190CS PULL SCRAPER
6" WATER PUMP W/FORD GAS ENGINE	2020 PWR SCREEN CHEIFTAIN 1400

FABRIZI TRUCKING PAVING CO., INC.

MAJOR WORK EXPERIENCE COMPLETED PROJECTS

OWNER/CONTACT	ENGINEER/ARCHITECT	PROJECT/WORK COMPLETED	DATE COMPLETE	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	% BY FABRIZI WORK FORCE
UHM Properties 150 Clay Street, Suite 410 Morgantown, WVA 26501	UHM Properties 150 Clay St., Suite 410 Morgantown, WVA 26501 Patrick Knight, Project Mgr. pknight@umh.com 304-291-3380	Ravenna - Valley Hills Sanitary Sewer Replacement - 8" Sanitary Sewer, with 6" and 4" laterals, Trench repair (Asphalt and Concrete) on driveways and street, Restoration.	11/15/2023	\$ 2,047,182.50	\$ 1,528,050.00	96%
City of Rocky River 21012 Hilliard Blvd. Rocky River, OH 44146 440-331-6600	Mackay Engineering & Surveying 7017 Pearl Road Cleveland OH 44130 Brenda Mockbee 440-886-4500 bmockbee@wallacepancher.com	Erie. Fairhill & Nelson Park Water Main - Abandon & replace 8" water main. Remove & replace water service connections & hydrants. Trench repairs & pavement planning, chip seal, full depth replacement, aprons, sidewalk & curb, asphalt concrete & intermediate courses. Pavement markings & restoration.	10/26/2023	\$ 2,562,474.57	\$ 2,549,471.00	85%
City of Fairlawn Engineering Dept. 3300 Fairlawn Service Drive Fairlawn, Ohio 44333 Geary Visca - City Engineer (330) 668-9550	Environmental Design Group (EDG) 450 Grant St. Akron, OH 44311 (330) 375-1390	Fairlawn 2023 Concrete slab Replacement, Inlet & asphalt repairs, Croghan Park & Smith Road right-of-way	10/24/2023	\$ 982,965.00	\$ 926,605.00	98%
Hinckley Township 1410 Ridge Road Hinckley, Oh 44233 Martha Catherwood (330) 278-4181	Medina County Engineer 791 W. Smith Road PO Box 825 Medina, Ohio 44258-0825 Andrew Conrad, P.E., P.S. (330) 723-9561	Hinckley Township - T.H. 357 Valley Brook Blvd. Replacement - Remove existing concrete roadway & catch basins. Install cement stabilization, 8" fiber-reinforced concrete, catch basins, curb under drains, aprons. Fine grading and traffic control.	11/3/2023	\$ 549,835.00	\$ 549,835.00	94%
City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149	Strongsville Engineering Dept. 16099 Foltz Parkway Strongsville, OH 44149 Jamie Kilbane, PE James.Kilbane@strongsville.org	2023 Strongsville Pavement Reconstruction Prgm. Valley Creek Drive, Sunset Crest Court, Walking Stick Way, Compass Point Drive, Trails Edge Drive, Pineview Circle, Pioneers Creek Removal & replacement concrete pavement, catch basin reconstruction & replace curbs & ramps.	8/25/2023	\$ 2,227,953.01	\$ 2,343,152.50	99%
City of Medina 132 N. Elmwood Avenue PO Box 703 Medina, Ohio 44256	City of Medina Engineering Dept. 144 N. Broadway Room 116 Medina, Ohio, 44256 Patrick Patton, P.E. (330) 722-9034 ppatton@medinaoh.org	Gates Mills Blvd Culvert Replacement - Removal of existing corrugated sectional plate arch culvert & installation of new pre-cast concrete four-sided box culvert & wing walls at the throat of the cul-de-sac on Gates Mills Blvd.	4/10/2023	\$ 541,737.76	\$ 513,268.50	88%

FABRIZI TRUCKING PAVING CO., INC.

MAJOR WORK EXPERIENCE COMPLETED PROJECTS

OWNER/CONTACT	ENGINEER/ARCHITECT	PROJECT/WORK COMPLETED	DATE COMPLETE	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	% BY FABRIZI WORK FORCE
City of Highland Heights 5827 Highland Rd. Highland Heights, OH 44143	Stephen Hovancsek & Assoc. 2 Merit Dr. Richmond Heights, OH 44143 Brian Madler 216-731-6255	Lander Rd Concrete Widening Project - City of Highland Heights	12/12/2022	\$ 1,135,370.72	\$ 1,156,341.75	100%
City of Twinsburg 10075 Ravenna Road Twinsburg OH 44087 330-963-6247	City of Twinsburg 10075 Ravenna Road Twinsburg OH 44087 Patrick Jeffers 330-963-6247	WHITE OAK/BIRCHWOOD RECONSTRUCTION - sewer lateral repairs; concrete pavement removal and replacement, drainage improvements, concrete curbs & aprons and sidewalk repairs.	9/27/2022	\$ 660,766.67	\$ 683,081.30	70%
Brunswick City Schools Board of Education	Hammond Construction, Inc. 1278 Park Avenue SW Canton OH 44706 330-455-7039	BRUNSWICK STADIUM EXPANSION PHASE 2 Sub to Hammond Construction - Sitework, earthwork, water, sanitary & storm sewer improvements, concrete curbs & sidewalk installation	9/27/2022	\$ 700,046.36	\$ 675,000.00	85%
Village of Glenwillow 29555 Pettibone Rd. Glenwillow, OH 44139 440-232-8788	Chagrin Valley Engineering 22999 Forbes Rd., Ste. B Cleveland, OH 44146-5667 Bryan Nero Nero@cvelimited.com 440-439-1999	Cochran Rd Reconstruction PH 1 included reconstruction of Cochran Rd and Austin Powder Dr; full depth pavement removal & replacement, underdrain, curb, concrete walk, concrete driveway aprons, curb ramp replacement.	8/12/2022	\$ 1,254,810.67	\$ 1,215,605.00	98%
City of Fairlawn 3487 South Smith Road Fairlawn, OH 44333 330-668-9524	City of Fairlawn 3487 South Smith Road Fairlawn, OH 44333 Scott Testa testas@fairlawn.us 330-668-9524	FAIRLAWN 2022 CONCRETE SLAB REPLACEMENT - storm water inlet repairs & asphalt street repairs	6/24/2022	\$ 392,567.20	\$ 371,981.60	71%
City of Mayfield Heights 6154 Mayfield Rd. Mayfield Heights, OH 44124 440-442-2626	GPD Group 5595 Transportation Blvd. Ste 100 Cleveland OH 44125 Joe Ciuni jciuni@gpdgroup.com	Worton Blvd Reconstruction (removal and installation of reinforced concrete pavement, concrete drive aprons and sidewalk replacement and drainage improvements)	12/16/2021	\$ 1,490,387.55	\$ 1,620,341.20	90%

FABRIZI TRUCKING PAVING CO., INC.

MAJOR WORK EXPERIENCE COMPLETED PROJECTS

OWNER/CONTACT	ENGINEER/ARCHITECT	PROJECT/WORK COMPLETED	DATE COMPLETE		FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	% BY FABRIZI WORK FORCE
City of Chardon 111 Water Street Chardon OH 44024 440-286-2655	C.W. Courtney 700 Beta Dr., Ste. 200 Cleveland, OH 44143 Doug Courtney, PE 440-449-4005	Chardon Ave & Canfield Dr Improvements (replace 4", 6" & 8" Water Mains, sanitary & storm sewer improvements, concrete drive aprons, curbs, ramps and sidewalks replacement)	12/8/2021	\$	1,508,942.87	\$ 1,409,564.38	75%
Lorain County Commissioners 226 Middle Ave. Elyria, OH 44035 440-329-5000	Lorain County Engineering Dept. 247 Hadaway Street Elyria OH 44035 Shaun Duffala 440-329-5586	North Ridge Rd Resurfacing & Water Main (abandoning 10" water main and replacing it with 12" water main and planing and resurfacing, replace concrete curbs and sidewalks)	11/16/2021	\$	2,483,624.60	\$ 2,478,064.00	57%
City of Middleburg Heights 15700 Bagley Rd. Middleburg Hts, OH 44130 440-234-8811	Mackay Engineering 7017 Pearl Rd. Middleburg Heights, OH 44130 Brenda Mockbee 440-886-4500 ext. 116	2021 Street Repair PH1 - Middlebrook Blvd. (includes concrete curbs and ramp replacement; asphalt/concrete pavement replacement and Storm Sewer construction)	11/10/2021	\$	769,413.99	\$ 730,515.48	71%
City of Independence 6335 Selig Dr. Independence, OH 44131	City of Independence 6335 Selig Dr. Independence, OH 44131 Donald Ramm, P.E. 216-524-4131	Upper Brookside Rd Improvements PH 2 (includes full depth concrete pavement and drainage work)	10/7/2021	\$	1,055,914.90	\$ 1,113,070.60	99%
City of Pepper Pike 28000 Shaker Boulevard Pepper Pike, OH 44124 216-896-6124	Chagrin Valley Engineering 22999 Forbes Rd., Ste. B Cleveland, OH 44146-5667 Jennifer Zoldak 440-439-1999	Pepper Pike 2020 Concrete Program (includes widening of Fairmount Blvd, concrete curb replacement, full depth pavement repairs)	9/13/2021	\$	2,286,681.92	\$ 2,005,427.00	96%
City of Kent 930 Overholt Road Kent, OH 44240 330-678-8106	City of Kent Engineering Dept. 930 Overholt Road Kent, OH 44240 Corinne Finney, P.E. finneyc@kent-ohio.org 330-678-8106	Miller Ave, Steele St, Harvey St Storm & Water Main Replacement (replacement of storm sewers and waterlines, roadway resurfacing, concrete drive apron, curb & gutter, & sidewalk replacement)	8/27/2021	\$	1,068,879.76	\$ 1,104,085.20	87%

FABRIZI TRUCKING PAVING CO., INC.

MAJOR WORK EXPERIENCE COMPLETED PROJECTS

OWNER/CONTACT	ENGINEER/ARCHITECT	PROJECT/WORK COMPLETED	DATE COMPLETE	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	% BY FABRIZI WORK FORCE
City of Middleburg Heights 15700 Bagley Rd. Middleburg Hts, OH 44130 440-234-8811	Mackay Engineering 7017 Pearl Rd. Middleburg Hts., OH 44130 Kim Kerber 440-886-4500	Bartholomew Drive Reconstruction - 2020 Street Repair Program PH 1 (Pawnee Trail to Bagley Road); full depth pavement removal; installation of reinforced concrete pavement; drive apron replacement; curb, underdrain and catch basin removal and replacement.	8/25/2021	\$ 652,192.75	\$ 719,550.50	94%
City of Middleburg Heights 15700 Bagley Road Middleburg Heights, ohio 44130	Mackay Engineering & Associates 7017 Pearl Road Middleburg Heights, Ohio 44130 Brenda Mockbee bmockbee@mackayeng-surv.com (440) 886-4500	Reconstruction and resurfacing of Middlebrook Boulevard from 662 ft north of Bagley Road to Smith Road. Full depth pavement removal: installation of reinforced concrete pavement, drive aprons, curb replacement, underdrain removal and replacement. Pavement markings.	7/26/2021	\$ 1,627,374.00	\$ 1,834,178.20	100%
Village of Walton Hills 7595 Walton Rd. Walton Hills, OH 44146 440-232-7800	Chagrin Valley Engineering 22999 Forbes Rd., Ste. B Cleveland, OH 44146-5667 Joe Gigliotti gigliotti@cvelimited.com 440-439-1999	Dunham Road Reconstruction Project (including concrete base repairs, pavement widening on Dunham and Tinkers Creek, apron replacements, curb ramps and storm sewer improvements and storm sewer installation)	7/21/2021	\$ 2,700,541.87	\$ 2,545,897.50	96%
City of Strongsville 16099 Foltz Parkway Strongsville, Ohio 44149 440-580-3133	City of Strongsville Eng. Dept. 16099 Foltz Parkway Strongsville, Ohio 44149 440-580-3133 Jamie Kilbane James.Kilbane@strongsville.org	Royalton Rd. Culvert CUY-82-2.57 (removal and replacement of precast concrete box culvert, soldier pile retaining wall, pavement replacement and appurtenances)	7/15/2021	\$ 2,361,277.92	\$ 2,248,485.40	96%
City of Euclid 585 East 222nd Street Euclid OH 44123 216-289-2701	Osborn Engineering 1100 Superior Ave, Ste 300 Cleveland OH 44114 216-861-2020 Chris Donlon cdonlon@osborn-eng.com Jack Krehs ikrehs@osborn-eng.com	Drakefield Ave & East 266th St Water Main Replacement (includes resurfacing, concrete drive aprons, curbs and sidewalks and drainage improvements)	4/23/2021	\$ 1,561,785.37	\$ 1,558,203.25	80%
City of Elyria 131 Court Street Elyria OH 44035 440-326-1444 Kathryn McKillips	City of Elyria 131 Court Street Elyria OH 44035 440-326-1444 Kathryn McKillips kmckillips@cityofelyria.org	Chestnut Commons Connector Drive -Construction of approx. 20,168 SY 8" new concrete roadway connecting existing Chestnut Commons with E. Broad St, Elyria, installation of Water Main and traffic signal improvements and drainage improvements.	2/28/2021	\$ 4,306,684.94	\$ 4,198,957.90	89%

FABRIZI TRUCKING PAVING CO., INC.

MAJOR WORK EXPERIENCE COMPLETED PROJECTS

OWNER/CONTACT	ENGINEER/ARCHITECT	PROJECT/WORK COMPLETED	DATE COMPLETE		FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	% BY FABRIZI WORK FORCE
City of Olmsted Falls 26100 Bagley Rd. Olmsted Falls, OH 44138 440-235-5550	Chagrin Valley Engineering 22999 Forbes Rd., Ste. B Cleveland, OH 44146 Melissa Bukowski 440-439-1999	Columbia & Cook Sanitary Sewer Project PH 5 - BP-4 (includes sanitary sewer installation, sanitary force main and storm sewer installation, commercial and residential concrete drive replacements, concrete sidewalk replacement & 8" water main installation)	12/17/2020	\$	3,662,556.99	\$ 3,466,414.00	99%
City of Cleveland Heights 40 Severance Circle Cleveland Heights, OH 44118 216-291-4444	City of Cleveland Heights 40 Severance Circle Cleveland Heights, OH 44118 Joe Kickel 216-291-4444	Selwyn Road Resurfacing & Water Main Replacement (includes full depth concrete pavement replacement, concrete drive aprons, ramps & sidewalks)	12/16/2020	\$	1,187,651.13	\$ 1,340,897.58	83%
City of Euclid 585 East 222nd Street Euclid OH 44123 216-289-2701	Osborn Engineering 1100 Superior Ave, Ste 300 Cleveland OH 44114 216-861-2020 Chris Donlon cdonlon@osborn-eng.com Jack Krehs ikrehs@osborn-eng.com	E. 232nd St & Williams Ave Water Main Replacement (replacement of reinforced concrete pavement, concrete curbs, ramp and sidewalks)	12/8/2020	\$	1,073,663.79	\$ 1,117,663.39	86%
City of Medina 132 N. Elmwood Medina, Ohio 44256 330-725-8861	City of Medina Engineer 132 N. Elmwood Ave. Medina, Ohio 44256 330-721-4721 Patrick Patton, City Engineer ppatton@medinaoh.org	South Broadway Street Reconstruction (includes Concrete pavement, curbs and sidewalk replacement and storm sewer replacement)	9/17/2020	\$	1,154,917.52	\$ 1,168,037.62	77%
City of Berea 11 Berea Commons Berea, OH 44017 440-826-5800	Berea Engineering Dept. 11 Berea Commons Berea, OH 44017 440-826-5800 Tony Armagno, P.E.	Kraft Street Reconstruction (includes concrete pavement replacement, installation concrete curbs, drive aprons and sidewalks, sanitary sewer, storm sewer and water main improvements)	6/20/2020	\$	2,602,877.90	\$ 2,331,973.65	89%
City of Seven Hills 7325 Summitview Dr. Seven Hills, OH 44131 216-524-4421	Richard L. Bowen & Assoc., Inc 2019 Center Street, Suite 500 Cleveland, OH 44131 Dan Collins dcollins@rlba.com 216-525-6277	Hemlock Creek Watershed Utility Improvements (includes Storm Sewer and Sanitary Sewer Replacement, concrete drives and sidewalks)	3/10/2020	\$	6,901,029.86	\$ 6,666,452.71	88%

FABRIZI TRUCKING PAVING CO., INC.

MAJOR WORK EXPERIENCE COMPLETED PROJECTS

OWNER/CONTACT	ENGINEER/ARCHITECT	PROJECT/WORK COMPLETED	DATE COMPLETE	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	% BY FABRIZI WORK FORCE
Village of Westfield Center 6701 Greenwich Road Westfield Center, OH 44251 330-887-5151	OHM Advisors 388 S. Main St, Ste 301 Akron, OH 44311 Melissa Hinds 330-973-1080	S. Leroy Rd Improvements (including Sanitary Sewer; drainage concrete walks and curbs)	11/21/2019	\$ 961,281.40	\$ 887,943.50	84%
City of Euclid 585 E. 222nd St Euclid, OH 44123	GPD Group 520 S. Main St, #2531 Akron, OH 44311 Marty Joliat 330-572-2233	E. 222nd Street Rehabilitation (including concrete sidewalks and curbs, brick pavers, stamped concrete, waterline improvements and sanitary sewer)	10/15/2019	\$ 6,241,542.85	\$ 6,141,457.95	86%
City of Medina 132 North Elmwood Ave. Medina, OH 44256 330-722-9034	City of Medina Engineering 132 North Elmwood Ave. Medina, OH 44256 330-722-9034	East Smith Rd. Reconstruction PH1 (including sanitary and storm sewer improvements, water main installation, concrete pavement replacement, concrete curb ramp, drive aprons and sidewalk installation)	8/19/2019	\$ 1,411,633.72	\$ 1,419,779.28	88%
City of Lorain 200 W. Erie Ave., 4th Floor Lorain, OH 44052	City of Lorain 200 West Erie Ave. Lorain, OH 44052 Philip Turske 440-204-2003	Local Roadway Rehabilitation-OPWC32A (including concrete paving, curbs and ramps and drainage work)	4/11/2019	\$ 1,661,325.15	\$ 1,523,859.50	92%

FABRIZI TRUCKING & PAVING CO., INC.

Financial References

Bank Reference:

Westfield Bank

4015 Medina Road, Suite #100

Medina, Ohio 44256

Lisa Keltz (330) 242-2603 mobile
(330) 764-6086 office

Surety:

The Fedeli Group

5005 Rockside Road, Fifth Floor

Independence, OH 44131

Melanie Blankenburg (216) 643-6689

Client Manager

Construction & Surety Group

Melanie Blankenburg mblankenburg@thefedeligroup.com

Insurance:

CNA

550 Polaris Parkway, Suite 100

Westerville, Ohio 43082

Mark Volpe, CSP, CHST, CRIS (440) 591-8328

Risk Control Consultant

Northeast Region

CONTRACTS ON HAND	ENGINEER	CONTRACT VALUE	% COMPLETE
NICKY BLVD. STORM SEWER EXT & SLOPE STABILIZATION - VILLAGE OF CUYAHOGA HEIGHTS Project consists of Site clearing, 35,000 CY of excavation, earth moving and embankment for storm sewer extension, 7,900 Feet of 4" - 48" Storm Sewer Conduit (PVC / Sanitite / Corrugated Metal Pipe), 20 manholes, Leachate Collection	Donald G. Bohning & Assoc Inc. 7979 Hub Parkway Valley View, Ohio 44125 Todd Sciano 216-642-1130	\$2,969,779.30	92%
4TH STREET COMBINED SEWER SEPARATION #1G (CITY OF NEWARK - LICKING COUNTY)	Arcadis US, Inc. 100 E. Campus View Blvd., Suite 230 Columbus, Ohio 43235 Adam Bernard, P.E. 740-803-1350 (cell)	\$21,985,319.70	100%
LAKESHORE BLVD WATERMAIN REPLACEMENT/SIMS PARKWALK PROJECT - EUCLID	City of Euclid Engineering Dept. 585 East 222nd St Euclid, OH 44123 Dan Knecht 216-289-8362 dknecht@cityofeuclid.com	\$1,818,701.70	99%
GARFIELD HEIGHTS MULTI STREET RECONSTRUCTION PH 6 & TINKER'S CREEK WATERMAIN - CUYAHOGA COUNTY	OHM Advisors 388 S. Main St, Ste 301 Akron, OH 44311 Melissa Hinds 330-913-1055	\$4,020,510.90	91%
EAST SIDE RELIEF SEWER PH 1D & 2N - ELYRIA	City of Elyria 131 Court Street Elyria, OH 44035 Kathryn McKillips, P.E. kmckillips@cityofelyria.org 440-326-1444	\$26,437,819.60	81%
HOPKINS AIRPORT SNOW REMOVAL - CITY OF CLEVELAND DIVISION OF PORT CONTROL	Cleveland Division of Port Control PO Box 81009 Cleveland OH 44181-0009 Dejan Radosavljevic, C.M. drad@clevelandairport.com 216-265-6186	\$3,294,000.00	63%
WAVERLY II RELIEF & REPLACEMENT SEWER - CITY OF EASTLAKE	CT Consultants, Inc. 2725 Abington Court, Suite 200 Fairlawn OH 44233 PH: 440-530-2205 Michael Pittinger mpittenger@ctconsultants.com	\$2,693,774.00	99%
NEO COMMERCE CENTER - SUB TO GPS-KC, LLC LOCATION: SEVILLE OHIO	GPS-KC, LLC 1328 NE Windsor Drive Lee's Summit, MO 64086 Tad Knapp Tad.k@gps-kc.com 816-646-9246	\$6,700,393.50	9%
ROCKY RIVER EMERGENCY SEWER (INCLUDES WWTP WATER LINE REPAIR - CAST IRON)	City of Rocky River Emergency Sewer Fund 21012 Hilliard Blvd. Rocky River, OH 44116	TBD	97%

CONTRACTS ON HAND	ENGINEER	CONTRACT VALUE	% COMPLETE
CLEVELAND - PELLEY DRIVE AND MARCIE DRIVE AREA SEWER Replace 1,350 lf of Sanitary Sewer. Submit as-builts and video at project completion.	City of Cleveland Department of Public Utilities, Division of Water Pollution Control 1201 Lakeside Avenue Cleveland, Ohio 44114 (216) 664-2444	\$1,057,083.50	62%
NEWARK - EASTSIDE WATER TRANSMISSION MAIN 10,500 lf of 16" Watermain, installed using open excavation, horizontal directional drilling and jack & bore. 15,000 sy chip & seal. 17,000 sy asphalt overlay. 2,500 sy asphalt milling.	Arcadis US, Inc. 100 E. Campus View Blvd., Suite 230 Columbus, Ohio 43235 Adam Bernard, P.E. 740-803-1350 (cell)	\$3,434,254.50	81%
HUDSON - STATE ROUTE 303 TRANSMISSION LINE REPLACEMENT Install 1,718 lf of 16" watermain and 4,856 lf of 12" watermain. Grout filling existing 16" asbestos cement pipe. Sidestreet connections - 8" & 12" watermain. New home service, storm improvements, stripping and restoration.	City of Hudson Engineering Department 1140 Terex Road Hudson, Ohio 44236 Bradley Kosco, City Engineer (330) 342-1770 Melissa Raber (330) 342-1773	\$2,349,984.85	93%
CLEVELAND - E. 39TH STREET SEWER PROJECT Replace 960 lf of combined sewer on East 39 Street. Submit as-built plans and a videotape at completion.	City of Cleveland Department of Public Utilities, Division of Water Pollution Control 1201 Lakeside Avenue Cleveland, Ohio 44114 (216) 664-2444	\$900,892.30	80%
CLEVELAND - E. 97TH STREET SEWER Replace 1,700 lf of combined sewer on East 39 Street. Submit as-built plans and a videotape at completion.	City of Cleveland Department of Public Utilities, Division of Water Pollution Control 1201 Lakeside Avenue Cleveland, Ohio 44114 (216) 664-2444	\$1,426,207.20	54%
FAIRVIEW PARK - MORTON PARK TENNIS COURT IMPROVEMENTS Removal and replacement of existing tennis and basketball courts.	Mackay Engineering & Surveying Co. 7017 Pearl Road Cleveland OH 44130	\$1,434,398.00	51%
CLEVELAND WPC - BELLAIRE ROAD AREA SEWER PROJECT PHASE 1 600 lf open-cut combined relief sewer replacement - 48" pipe. Install 1,500 lf parallel combined relief sewer. Replace 1,100 lf combined sewer. Leakage test 48" pipe.	City of Cleveland Department of Public Utilities, Division of Water Pollution Control 1201 Lakeside Avenue Cleveland, Ohio 44114 (216) 664-2444	\$4,451,353.50	24%
HILLIARD ROAD APARTMENTS - SUB TO PRIDE 1 - Demolition, Earthwork & Utility work in accordance with plans, specifications, and governing authorities; Sanitary sewer, Storm sewer, Underground detention, including chambers, stone, structures.	Pride One Construction 2211 Medina Rd., Ste 100 Medina OH 44256 330-239-6100 Bob McAuliffe	\$873,000.00	56%
LAKE FOREST DEVELOPMENT PHASE 5 - Site Work including: Clearing / Demo, Earthwork, Storm Sewer, Sanitary Sewer, Waterline, & Pavement, Hydrants	Polaris Engineering & Surveying, Inc. 3460 Chardon Road, Suite D Willoughby Hills, Ohio 44094 (440) 944-4433 www.polaris-es.com	\$1,238,711.75	76%

CONTRACTS ON HAND	ENGINEER	CONTRACT VALUE	% COMPLETE
MIDDLEBURG HEIGHTS - SUB TO REINER CONSTRUCTION - Honda of Middleburg Heights -	Reiner Construction 2164 Citygate Drive Columbus, Ohio 43219 (614) 866-0115	\$1,014,625.00	0%
CITY OF HUDSON - EAST AND WEST CASE WATER MAIN REPLACEMENT - Installation of 850 lf of 8" Water Main & appurtenances along E. Case Drive between SR 303 & Milford Dr., and 1,745 lf along W. Case Drive between SR 303 & Lynn Drive. Includes new house services, cutting & capping old Water Main, and restoration.	City of Hudson Engineering Department 1140 Terex Road Hudson, Ohio 44236 Bradley Kosco, City Engineer (330) 342-1770 Melissa Raber (330) 342-1773	\$953,932.60	16%
VILLAGE OF NORTHFIELD - CAMBRIDGE, STRATFORD & HUNTINGTON DRIVE RECONSTRUCTION - Remove & replace 3,505 lf of 24' wide asphalt pavement including 5,488 lf of concrete curb & installing 6,777 lf of new concrete curb. Full-depth asphalt removal & replacement 15" thick & includes approx 6,818 lf of 8" underdrain. Remove & replace 77 residential manholes, etc.	Village of Northfield 199 Ledge Road Northfield Village, Ohio 44067 Dan Collins, Village Engineer (330) 423-6122 engineer@northfieldvillage-oh.gov	\$1,570,684.00	2%
CLEVELAND HEIGHTS - LEE, MONMOUTH, FAIRMOUNT SSO CONTROL PROJECT - Excavation, removal, & replacement of Storm & Sanitary Sewers, manholes, & catch basins to eliminate Sanitary Sewer Overflows at 4 locations. Includes pavement replacement.	Wade Trim 1621 Euclid Ave Suite 900 Cleveland, Ohio 44115 Matthew St Pierre mstpierre@wadetrim.com	\$2,296,895.90	0%
EAST CLEVELAND - Wheeler Ave. Reconstruction & Sanitary Improvements - Asphalt roadway reconstruction. Drive apron, Sidewalk, & Sanitary sewer replacement. Catch basin reconstruction. Fence removal & replacement. Traffic Control. Site Restoration.	OHM Advisors 388 S. Main Street, Suite 301 Akron, Ohio 44311 Melissa Hinds (330) 913-1055	\$510,206.00	0%
NEORS - Baldwin Creek Bonny Banks Basin Improvements - PARMA - Excavation to create additional stormwater area & a forebay. Establish an access drive. Install forebay drain including associated structures. Removal and replacement of the existing Baron Drive storm sewer outfall.	Davey Resource Group 1310 Sharon Copley Road Sharon Center, Ohio 44274	\$2,481,219.65	0%
MAPLE HEIGHTS - Hillgrove Ave. Water Main Replacement - Abandon existing water main & install new water main & associated service connections & hydrants on Hillgrove Ave between Warrensville Center Road & Northfield Rd. Pavement planing, partial and full depth repairs, chip seal (pre-seal), asphalt layer, chip seal (surface), and fog seal on Hillgrove Ave.	Chagrin Valley Engineering 22999 Forbes Road, Suite B Bedford, Ohio 44146 (440) 439-1999 Bryan Nero nero@cvelimited.com	\$1,687,692.40	0%
PARMA - Krueger Ave. Sewer Improvements Phase 2	DLZ Ohio, Inc. 614 W. Superior Ave. Cleveland, Ohio 44113 Brian Waldek (216) 885-8186 bwaldeck@cityofparma-oh.gov	\$2,018,963.50	1%
CLEVELAND - Payne Avenue Phase 1 Rehabilitation - E13th to E30th. Pavement - remove 3 1/4" of asphalt concrete or concrete. Replace with rubberized/poly surface. Repair or replace curbs & driveway aprons. Adjust or replace catch basins. Replace waterline (E13 to E30) with 12" Water Main. Appurtenances, markings, signage replaced or repaired.	Karpinski Engineering 3135 Euclid Avenue Cleveland, Ohio 44115 (216) 391-3700	\$8,862,695.55	1%

[Home \(/s/\)](#) [Company Profile \(/s/account-redirect\)](#) [Personnel \(/s/contact/Contact/00Bt0000000TmtuEAC\)](#) [Support \(/s/contact/support\)](#)

We

Company Profile

FABRIZI TRUCKING & PAVING CO INC

[Edit Company Profile](#)

Address	Phone	Fax
20389 FIRST AVE. MIDDLEBURG HEIGHTS, Ohio 44130	440-973-4929	330-483-3841

FABRIZI TRUCKING & PAVING CO INC
Pre-Qualification Application

Application Name	Certification Date	Expiration Date	Prequalification Amount	Status
APP-09245	6/1/2024	5/31/2025	\$136,961,135.50	Approved

FABRIZI TRUCKING & PAVING CO INC
Work Type Applications[Create Work Type Application](#)

Work Type	Number of Projects	Status
1. Clearing and Grubbing	0	Approved
2. Building Removal	0	Approved
4. Roadway Excavation and Embankment Construction	0	Approved
6. Incidental Grading	0	Approved
7. Soil Stabilization	0	Approved
8. Temporary Soil Erosion & Sediment Control	0	Approved
9. Aggregate Bases	0	Approved
10. Flexible Paving	0	Approved
11. Apply Bituminous Treatments	1	Approved
12. Rigid Paving	0	Approved
15. Sawing	0	Approved
16. Flexible Replacement	0	Approved
17. Rigid Pavement Replacement	0	Approved
19. Structure Removal	0	Approved
20. Level 1 Bridge	0	Approved
23. Reinforcing Steel	0	Approved
27. Expansion & Contraction Joints, Joint Sealers, Bearing Devices	0	Approved
29. Structure Repairs	0	Approved
34. Earth Retaining Structures	0	Approved
35. Drainage (culvert, misc.)	0	Approved
36. Guardrail/Attenuators	0	Approved
37. Fence	0	Approved
38. Miscellaneous Concrete	0	Approved

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: SIGNAL SERVICE CO
Address: 2341 CRANWOOD PKWY
City WARRENSVILLE HTS. State: OH Telephone: 216 662 4825
Description and/or Items of Work: LOOP DETECTOR

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

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

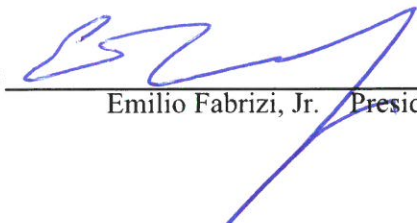
Amount: \$ _____ Percent (%) of Contract: _____

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: 
Bidder: Emilio Fabrizio, Jr. President

By: _____ Title: _____

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13

The City of Beachwood may enter into a contract for goods and/or services with Fabrizi Trucking & Paving Co., Inc. ("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: Fabrizio Trucking & Paving Co., Inc. DATE SIGNED: June 14, 2024



Emilio Fabrizio, Jr. President

6/21/2024

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

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

By:



President/Official Representative
Emilio Fabrizio, Jr. President

Date:

6/21/2024



Interoffice Memo

Date: 6/25/24

To: City Council

From: Derek Schroeder, Community Services Director

RE: 3-meter diving board replacement

A red ink signature, likely of Derek Schroeder, is written over the "From" line. The signature is stylized and cursive, with a long horizontal stroke extending to the right.

The 3-meter diving board replacement has gone out to bid twice. We did not receive any bids the first time. The second bid had one bidder. It is my recommendation that we accept the bid from Heritage Pool Supply Group Inc. in the amount of \$142,750.00. This project was included in the 2024 budget for amount of \$200,000. This project will take place this year after the pool closes for the season.

A RESOLUTION ACCEPTING A CERTAIN BID FROM HERITAGE POOL SUPPLY GROUP, INC., DBA EMSCO, FOR THE PURCHASE AND REPLACEMENT OF THE 3-METER DIVING BOARD AT THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, one (1) bid was received by the Clerk on June 20, 2024, for the Purchase and Replacement 3-Meter Diving Board at the Beachwood Family Aquatic Center, pursuant to advertising for competitive bidding as required by law; and

WHEREAS, the bid of Heritage Pool Supply Group, Inc. dba EMSCO, in an amount not to exceed One Hundred Forty-Two Thousand Seven Hundred Fifty Dollars and No Cents (\$142,750.00), being the only bid received is, nevertheless a reasonable and appropriate bid; and

WHEREAS, the Community Services Director has recommended that Council accept the bid of Heritage Pool Supply Group Inc. dba EMSCO.

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

Section 1: Based upon the recommendation of the Community Services Director, the bid of Heritage Pool Supply Group, Inc., dba EMSCO, 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 acceptable bid for the purchase and replacement of the 3-Meter Diving Board at the Beachwood Family Aquatics Center in an amount not to exceed One Hundred Forty-Two Thousand Seven Hundred Fifty Dollars and No Cents (\$142,750.00).

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

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

Section 4: This Resolution is hereby declared to be an urgent measure necessary for the immediate preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the 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 15th day of July, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of July, 2024.

Clerk

Approval: I have approved this legislation this 16th day of July, 2024 and filed it with the Clerk.

Mayor

CONTRACT WITH HERITAGE POOL SUPPLY GROUP INC. DBA EMS CO FOR THE PURCHASE AND REPLACEMENT OF THE 3-METER DIVING BOARD AT THE BEACHWOOD FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

This Contract is entered into by and between HERITAGE POOL SUPPLY GROUP INC. DBA EMS CO, 22350 Royalton Road, Strongsville, Ohio 44149 ("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 **April 15, 2024**, advertised for bids for the work and/or services, hereinafter described, on **June 6, 2024 and June 13, 2024** which bids were due on or before **1:00 o'clock P.M. on Friday, June 20, 2024**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **July 15, 2024**, at which time Council adopted **Resolution No. 2024-** 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 Community Services 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 Community Services Director, and as approved by City Council, the Mayor is authorized to enter into this Contract for the Purchase and Replacement of the 3-Meter Diving Board at the Beachwood Family Aquatic Center with the Contractor, in an amount not to exceed One Hundred Forty-Two Thousand Seven Hundred Fifty Dollars and No/Cents (142,750.00).

2. The Contractor shall provide labor and materials for the Purchase and Replacement of the 3-Meter Diving Board at the Beachwood Family Aquatic Center 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 Community Services Director.

3. The Contractor shall furnish the Community Services 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 **Community Services 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 Purchase and Replacement of the 3-Meter Diving Board for the Beachwood Family Aquatic Center without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

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

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

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

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

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

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

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

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

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

HERITAGE POOL SUPPLY GROUP INC
DBA EMSCO

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 HERITAGE POOL SUPPLY GROUP INC. DBA EMSCO.

SIGNATURE

PRINTED NAME

TITLE

DATE

City of Beachwood

BID OPENING

DAY/DATE: 6 / 20 / 2024 **TIME:** 1:00 P.M. **LOCATION HELD:** Conference Room A
month/day/year

FOR (ITEM OR PROJECT): BIDDERS FOR 3 METER DIVING BOARD REPLACEMENT

PERSON OPENING BIDS: Whitney Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> (Properly Executed & Signed)	<u>NON-COLLUSION</u> <u>AFFIDAVIT</u> (Properly Executed)	<u>BID AMOUNT</u>
HERITAGE Pool Supply Group INC.	✓	✓	\$ 142,750.00
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

City of Beachwood 3M Diving Stand Replacement

Work location:

Beachwood outdoor pool

Work Request

- Remove existing 3M diving board and stand and replace with new 3M dive stand and board

Scope of work:

- Remove existing 3M diving board and stand and dispose of
- Remove roughly 10'x10' area of concrete for the new dive board footer
- Remove existing deck jet for dive stand and cap off (not replacing)
- Pour new concrete footer to spec for the new 3M dive stand (concrete to match existing slopes of the concrete/drains)
- Install new 3M dive stand with stair entry
- Bond new dive stand with existing bonding wire

NOTES:

EMSCO is not responsible for any documentation that is needed by the State of Ohio for the installation of the dive stand. Concrete must cure a minimum of 7 days before installation of the diving stand.

Client requirements

- Access to area for work related equipment.
- Electric for power tools
- Phone numbers of all personnel involved with work.

Additional work above scope

*Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the estimate. *

See attached Quote proposal for Pricing.



O.P. AQUATICS

EMSCO - STRONGSVILLE
22350 ROYALTON RD
STRONGSVILLE, OH 44149-3826
FAX: (440)-238-4839
Phone: (440)-238-2100

QUOTE

0015880684

Account: 4001300 0002
Branch: EMSSTRO
Phone: (216)-292-1974
Fax: () - -

Bill To: CITY OF BEACHWOOD
ACCTS PAYABLE
PO BOX 22659
BEACHWOOD, OH 44122-1799

Ship To: CITY OF BEACHWOOD
25125 FAIRMOUNT
BEACHWOOD, OH 44122

Page 1 of 1

PO: SPECTRUM 3M		Ref:		Job:		
Exp Delv Date: 06/13/24		Sales E STOYANOFF		Type: WHSE		
Activation Date: 05/31/24		Agents		Quoted For:		
Close Date: 06/30/24		E STOYANOFF		Quoted By: ES203997		
				Ship Via: OUR TRUCK		
ITEM	DESCRIPTION	QTY	UOM	PRICE	UOM	AMOUNT
NS0000378479	TEMPLATE 47128 CUSTOM 3m STAND 47128 CUSTOM 3m STAND Supp#: 47128	1	EA	72,000.00	EA	72,000.00
NS0000378480	TEMPLATE 22240-00 16' MAXI BOARD 22240-00 16' MAXI BOARD Supp#: 22240-00	1	EA	7,250.00	EA	7,250.00
NS0000378481	TEMPLATE 57932 10006 SHORT STAND 57932 10006 SHORT STAND Supp#: 57932	1	EA	6,500.00	EA	6,500.00
Subtotal						85,750.00
FREIGHT CHARGE						5,000.00
LABOR CHARGE						52,000.00
PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE						

Payment Terms:
NET 30 DAYS

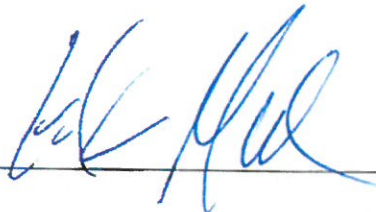
Total: \$142,750.00

NON-COLLUSION AFFIDAVIT

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

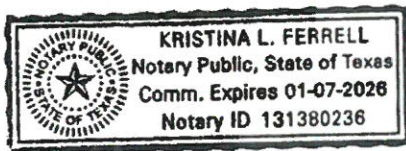
STATE OF TX)
COUNTY OF Collin) SS

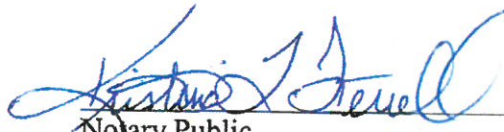
Kyle Miller being first duly sworn, deposes and says that Heritage Pool Supply Group Inc. dba EMSCO residing at 22350 Royalton Rd. Strangerville, OH 44149 (is)(are) the only person(s) interested with (him) (them) in the delivery of the materials or the services performed under this contract; that the said contract is on (his) (their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the CITY OF BEACHWOOD, OHIO has any direct or indirect interest therein.

Signature: 

Sworn to and subscribed in my presence this 12 day of June, 202 4

(Notary Seal)




Notary Public

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Heritage Pool Supply Group Inc DBA EMSCO
22350 Royalton Road, Strongsville, OH 44149

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Clerk of Council of the City of Beachwood
25325 Fairmount Boulevard, Beachwood, OH 44122

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Replacement of 3 Meter Diving Board – Beachwood Family Aquatic
Center

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 12th day of June, 2024

Heritage Pool Supply Group Inc DBA EMSCO

(Principal)

(Seal)

(Witness)

GENAVIEVE MAHEU
Notary Public By
State of Ohio
My Comm. Expires
March 1, 2026

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Seal)

Stephen A. Vann

(Witness)

By:

Sarah C. Belcastro
Attorney-in-Fact Sarah C. Belcastro

(Title)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

STEPHEN A. VANN, OANA DIMULESCU, SARAH C. BELCASTRO, BRADLEY MAPES,

SHANA KAE MEYER and RYAN NORMAN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 9TH day of MAY, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 9TH day of MAY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12TH day of JUNE, 20 24.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

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

This certificate must be conspicuously posted.

Policy number and employer
80106442

Period Specified Below
07/01/2023 to 07/01/2024

Heritage Pool Supply Group, Inc.
7440 STATE HIGHWAY 121
MCKINNEY TX 75070-3104



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

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

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



**Bureau of Workers'
Compensation**

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



CERTIFICATE OF LIABILITY INSURANCE

3/1/2025

DATE (MM/DD/YYYY)

3/18/2024

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 Lockton Companies
3280 Peachtree Road NE, Suite #1000
Atlanta GA 30305
(404) 460-3600

CONTACT**NAME:****PHONE**

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL**ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Safety National Casualty Corporation

15105

INSURER B: Great American Insurance Company

16691

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

INSURED 1455347 Heritage Pool Supply Group, Inc.
dba EMSCO
7440 State Highway 121
McKinney TX 75070

COVERAGES 323803**CERTIFICATE NUMBER:** 20392976**REVISION NUMBER:** XXXXXXXX

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	☒	COMMERCIAL GENERAL LIABILITY	N	N	GL 4060049	3/1/2024	3/1/2025	EACH OCCURRENCE	\$ 1,250,000			
	☐	CLAIMS-MADE						☒	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	☒	\$500K SIR						MED EXP (Any one person)	\$ XXXXXXXX			
								PERSONAL & ADV INJURY	\$ 1,250,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000			
	☐	POLICY	☐	PRO-JECT	☒	LOC		PRODUCTS - COMP/OP AGG	\$ 2,000,000			
	☒	OTHER: \$10M - Policy Agg							\$			
A	☒	AUTOMOBILE LIABILITY	N	N	CA 6675528	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000			
	☒	ANY AUTO							SCHEDULED AUTOS	BODILY INJURY (Per person)	\$ XXXXXXXX	
	☐	OWNED AUTOS ONLY						☐	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$ XXXXXXXX	
	☒	HIRED AUTOS ONLY						☒		PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX	
	☒	\$250K Ded Coll						☒	\$250K Ded Coll		\$ XXXXXXXX	
B	☒	UMBRELLA LIAB	☒	OCCUR	N	N	TUU 0478863-11	3/1/2024	3/1/2025	EACH OCCURRENCE	\$ 25,000,000	
	☐	EXCESS LIAB	☐	CLAIMS-MADE						AGGREGATE	\$ 25,000,000	
	☐	DED	☒	RETENTION \$ 10,000							\$ XXXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N	LDS4060052 (AOS) PS 4060053 (W1)	3/1/2024 3/1/2024	3/1/2025 3/1/2025	☒	PER STATUTE	☐	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							☒	N	E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

20392976

Evidence of Coverage

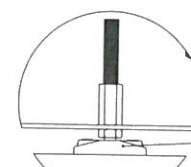
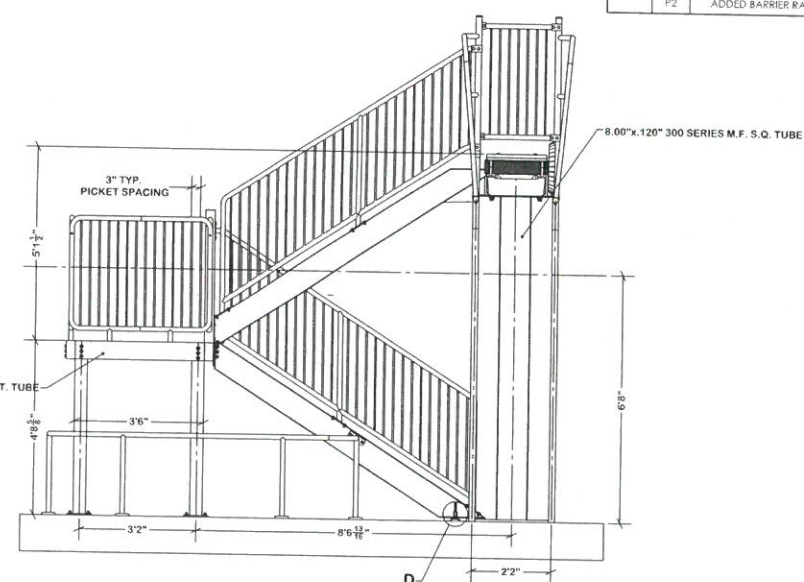
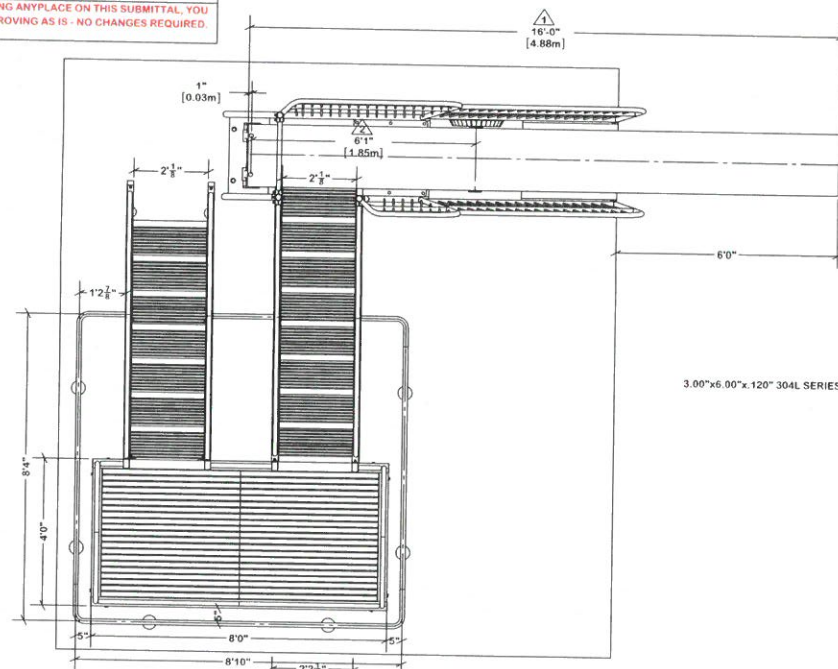
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

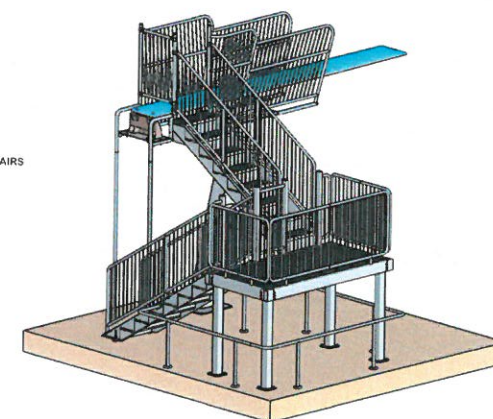
© 1988-2015 ACORD CORPORATION. All rights reserved.

BY SIGNING ANYPLACE ON THIS SUBMITTAL, YOU
ARE APPROVING AS IS - NO CHANGES REQUIRED

0255614-O2		1	P2	
REVISIONS				
ZONE	REV.	DESCRIPTION	DATE	APPROVED
	P1	INITIAL RELEASE	2/22/2024	J. Hankel
	P2	ADDED BARRIER RAIL	2/22/2024	J. Hankel



DETAIL D
SCALE 1 : 4
LEVELING PAD



NOTE:

ALL DIVING BOARD AND DIVE STAND COMBINATIONS MUST COMPLY WITH ANSI/NSPI-1 1991 STANDARDS FOR PUBLIC SWIMMING POOLS. CHECK LOCAL GOVERNMENT STANDARDS, AND COMPLY IF THEY EXCEED THE ANSI/NSPI-1 1991 STANDARDS.

- 1 16'-0" MAXI FULCRUM DIVING BOARD (DIVING BOARD NOT INCLUDED)
- 2 CENTER OF FULCRUM SETTING FROM REAR HINGE BOLTS. FULCRUM ADJUSTMENT $\pm 11.5"$
- 3 ANCHOR TO BE LEVEL FRONT TO BACK, SIDE TO SIDE. (ANCHOR NOT INCLUDED)
- 4 (4) WEDGE ANCHOR (ANCHOR NOT INCLUDED)

P2 Thursday, February 22, 2024 11:27:53 AM

PRELIMINARY DO NOT FABRICATE

CUSTOMER:		MATERIAL	
X		300L SERIES STAINLESS STEEL	
SALES ORDER	ITEM NO.	QTY	UNIT
X	X	X	X
		FINISH	
		PASSIVATE IAW ASIM A967	

NOTICE:
UNLESS OTHER PROVISIONS ARE MADE AT THE TIME OF SUBMISSION,
REVISIONS TO ALL APPROVED DRAWINGS MUST BE MADE WITHIN 24
HOURS OF RECEIPT TO AVOID CHARGES FROM WORK IN PROGRESS.

CUSTOMER SIGNATURE

BY:

DATE:

BY SIGNING ANYPLACE ON THIS SUBMITTAL, YOU ARE
APPROVING AS IS - NO CHANGES REQUIRED.

PROPRIETARY AND CONFIDENTIAL

PLEASE REVIEW THIS SUBMITTAL THOROUGHLY. SPECTRUM AQUATICS HAS MADE EVERY EFFORT TO DESIGN TO SUPPLIED SPECIFICATIONS. SPECTRUM AQUATICS CANNOT BE HELD RESPONSIBLE FOR ERRORS AFTER THE SUBMITTAL(S) HAS BEEN SIGNED AND APPROVED. PLEASE INSURE ALL DIMENSIONS ARE ACCURATE AND CORRECT AND PRODUCT IS COMPLIANT WITH APPLICABLE CODES.

SPECTRUM
Aquatics
A PLAYCORE Company

7100 SPECTRUM LANE (406) 542-978
MISSOULA, MT 59808 FAX: (406) 542-115

3M DIVESTAND *RIGHT*

SIZE	DWG. NO.	REVISION
C	0255614-Q2	

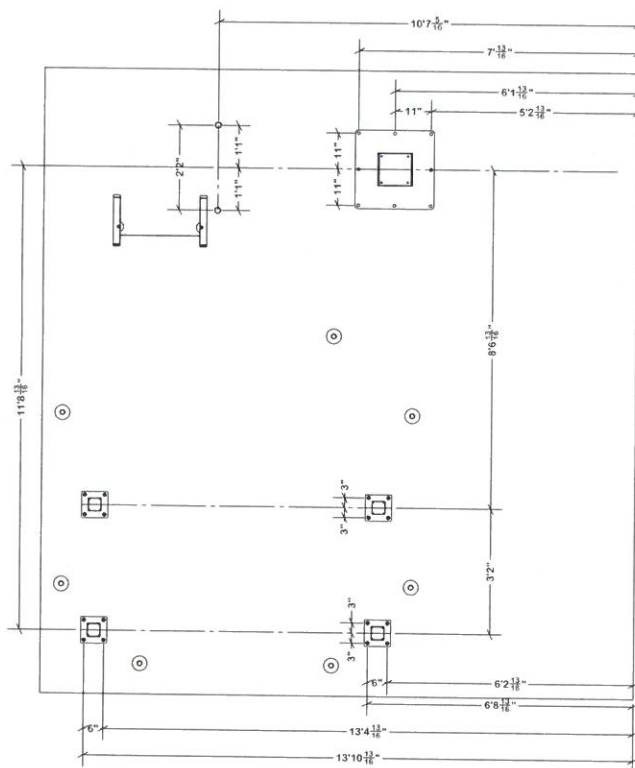
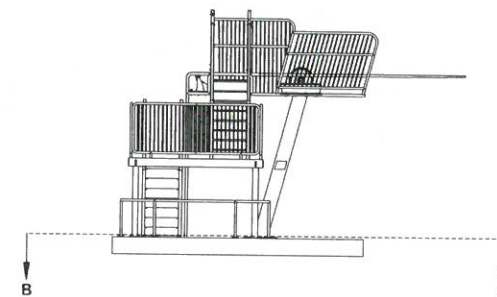
DO NOT SCALE DRAWING

SCALE: 1:30

DIMENSIONS ARE IN INCHES
TOLERANCES: FRACTIONAL $\pm 1/8"$

BY SIGNING ANYPLACE ON THIS SUBMITTAL, YOU
ARE APPROVING AS IS - NO CHANGES REQUIRED

0255614-02	2	P2
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SECTION B-B

PRELIMINARY DO NOT FABRICATE

P2 Thursday, February 22, 2024 11:27:53 AM

CUSTOMER		MATERIAL	
X		300L SERIES STAINLESS STEEL	
SALES ORDER	ITEM NO.	QTY	UOM
X	X	X	X
		FINISH	
		PASSIVATE IAW ASTM A967	

NOTICE:
UNLESS OTHER PROVISIONS ARE MADE AT THE TIME OF SUBMISSION,
REVISIONS TO ALL APPROVED DRAWINGS MUST BE MADE WITHIN 24
HOURS OF RECEIPT TO AVOID CHARGES FROM WORK IN PROGRESS.

CUSTOMER SIGNATURE

BY: _____
DATE: _____

BY SIGNING ANYPLACE ON THIS SUBMITTAL YOU ARE APPROVING AS IS - NO CHANGES REQUIRED.

PROPRIETARY AND CONFIDENTIAL

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7100 SPECTRUM LANE (406) 542-9781
MISSOULA, MT 59808 FAX: (406) 542-1158

3M DIVESTAND *RIGHT*

SIZE	DWG. NO.
C	0255614-O2

DO NOT SCALE DRAWING

SCALE: 1:28

DIMENSIONS ARE IN INCHES
TO FRACTIONS: FRACTIONAL ± 1/

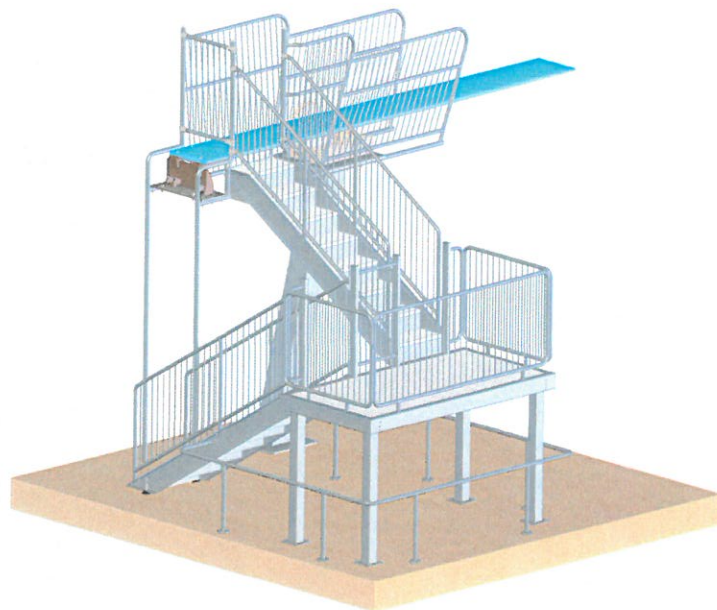
REV
P2

WEIGHT: 3745.61

54 OF 54

CUSTOMER SIGNATURE
BY:
DATE:
QTY:
 BY SIGNING ANYPLACE ON THIS SUBMITTAL, YOU
 ARE APPROVING AS IS - NO CHANGES REQUIRED.

0255614-O2 3 P2



PRELIMINARY DO NOT FABRICATE

P2 Thursday, February 22, 2024 11:27:53 AM

CUSTOMER NO.		MATERIAL	
300L SERIES STAINLESS STEEL			
SALES ORDER	ITEM NO.	QTY	UNIT
X	X	X	X
FINISH		PASSIVATE IAW ASTM A967	

NOTICE:
 UNLESS OTHER PROVISIONS ARE MADE AT THE TIME OF SUBMISSION,
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CUSTOMER SIGNATURE
BY:
DATE:
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PROPRIETARY AND CONFIDENTIAL

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 AND APPROVED. PLEASE INSURE ALL DIMENSIONS
 ARE ACCURATE AND CORRECT AND PRODUCT IS
 COMPLIANT WITH APPLICABLE CODES.



7100 SPECTRUM LANE
 MISSOULA, MT 59808 (406) 542-9781
 FAX: (406) 542-1158

TITLE		3M DIVESTAND *RIGHT*	
REV	0255614-O2	REV	
C		P2	
DO NOT SCALE DRAWING		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± 1/8"	
SCALE: 1:34		WEIGHT: 3745.61	

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: July 1, 2024

RE: Council Agenda Item: Shaker Park West - Replacement of Park Path

Mayor,

Over the past several years, the lower path located in Shaker Park West has seen a significant level of deterioration. The path has multiple areas where the sub-base has been exposed due to a lack of drainage in the lower lying areas. With the high level of pedestrian and bike traffic in this area, it is the recommendation of Public Works that we improve drainage along this corridor and replace the path this year.

We are seeking permission to go out to bid this summer for the replacement of the park path and place this on the next council agenda. Please let me know if you have any questions in regards to this request.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

9618989		N		WILL HOUSE INVESTMENTS LLC DBA NO FORK CAFE & PATIO 3365 RICHMOND RD STE 125 BEACHWOOD OH 44122
PERMIT NUMBER		TYPE		
ISSUE DATE				
06 14 2024				
FILING DATE				
D1		PERMIT CLASSES		
18	022	C	E23047	
TAX DISTRICT		RECEIPT NO.		

FROM 07/02/2024

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 07/02/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/02/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C N 9618989

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BEACHWOOD CITY COUNCIL
ATTN CLERK OF COUNCIL
25325 FAIRMOUNT BLVD
BEACHWOOD OHIO 44122



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)