Beachwood City Council Meeting Agenda - AMENDED
Monday, October 3, 2022, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

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

Agenda Items

1. Roll Call

2. Reports

   a. Mayor

   b. Council Member (non-agenda items)

   c. Department Directors

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

4.	Finance & Insurance Committee **Ordinance No. 2022-116**	An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
5.	Finance & Insurance Committee **Ordinance No. 2022-117**	An Ordinance authorizing the Mayor to enter into a Renewal Agreement with Public Entities Pool of Ohio (PEP), and authorizing payment for Liability Insurance coverage for the term of October 1, 2022 through September 30, 2023; and declaring this to be an urgent measure
6.	Planning & Zoning Committee **Ordinance No. 2022-109**	An Ordinance Amending Section 1391.01, "Certificate Of Rental Occupancy" Of The Codified Ordinances Of The City Of Beachwood, Ohio; Creating Section 1391.011, "Certificate Of Short-Term Rental Occupancy"; Amending Section 1391.02, "Frequency And Schedule Of Inspection,"; Creating Section 1391.022, "Frequency And Schedule Of Inspection For Short Term Rentals,"; Creating Section 1329.14, "Fees For Certificate Of Rental Occupancy And Certificate Of Short-Term Rental Occupancy,"; Amending 1393.30, "Frequency And Schedule Of Inspections,"; And Amending Section 1393.32 "Noncompliance With Notice; Remedies; Corrections Required Prior To Sale, Rental Or Lease"; and declaring this to be An urgent measure **Placed on First Reading: September 6, 2022** **Placed on Second Reading: September 19, 2022**

7.	Planning & Zoning Committee **Ordinance No. 2022-118**	An Ordinance accepting the Planning and Zoning Commission's recommendation for Preliminary Site Development Plan Approval and Granting Variances located at 3750 Orange Place, Beachwood, Ohio; and declaring this to be an urgent measure
8.	Public Works Committee **Ordinance No. 2022-119**	An Ordinance accepting a Certain Bid from CATTS Construction, Inc. for the Green-Bryden Storm Sewer Improvement Project; and declaring this to be an urgent measure
9.	Public Works Committee **Ordinance No. 2022-120**	An Ordinance authorizing the Mayor to enter into an Agreement with Cuyahoga County for the Rehabilitation of the Green-Bryden Culvert in the Cities of Beachwood, Ohio and Shaker Heights, Ohio; and declaring this to be an urgent measure
10.	Safety & Public Health Committee **Ordinance No. 2022-121**	An Ordinance authorizing the Mayor to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management Issues in the City of Beachwood, Ohio, waiving competitive bidding, and declaring this to be an urgent measure
11.	Safety & Public Health Committee **Ordinance No. 2022-122**	An Ordinance authorizing the Mayor to renew an Agreement with Glaus, Pyle, Schomer. Burns and DeHaven, INC. DBA GPD Group for Traffic Engineering Services for the City of Beachwood, Ohio; and declaring this to be an urgent measure
12.	Safety & Public Health Committee **Ordinance No. 2022-123**	An Ordinance authorizing the Mayor to renew a Contract with T.A.C. Computer, Inc. for the Maintenance of CAD/RMS and Mobile Data Terminals for the City of Beachwood, Oho Police Department; and declaring this to be an urgent measure
13.	Safety & Public Health Committee **Ordinance No. 2022-124**	An Ordinance accepting a FY 2021 Assistant to Firefighters Grant (AFG) from the Federal Emergency Management Agency and the Department of Homeland Security; and declaring this to be an urgent measure
14.	Safety & Public Health Committee **Ordinance No. 2022-125**	An Ordinance approving the recommended Amendments to the City of Beachwood, Ohio Civil Service Rules; and declaring this to be an urgent measure

15.	Storm Water Committee **Ordinance No. 2022-126**	An Ordinance amending BCO Chapter 1003 titled "Illicit Discharge and Illegal Connection Control"; and declaring this to be an urgent measure
16.	Storm Water Committee **Ordinance No. 2022-127**	An Ordinance amending BCO Chapter 1005 titled "Erosion and Sediment Control"; and declaring this to be an urgent measure
17.	Storm Water Committee **Ordinance No. 2022-128**	An Ordinance amending BCO Chapter 1007 titled "Comprehensive Stormwater Management"; and declaring this to be an urgent measure
18.	Public Works Committee **Ordinance No. 2022-129**	An Ordinance authorizing the Mayor to enter into Change Order No.1 with Glaus, Pyle, Schomer, Burns and DeHaven, Inc. dba GPD Group for an increase in Engineering Services for the Re-Design of the proposed Recreation Facilities Improvement Project; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

INTRODUCED BY: ORDINANCE NO. 2022-116

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	**October 3, 2022**	**$ 73,089.50**
GPD	Engineering Services	$ 72,964.25
Michael H. Wildermuth, Architect	Plan Review Services	$ 125.25

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 3rd day of October, 2022 and presented to the Mayor.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022 and filed it with the Clerk.

_____
Mayor

Summary of Engineering Invoices

October 3, 2022 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2022 ENCUMBRANCES	2021	2020
2022119.91-1	9/2/2022	$6,688.00	$0.00	$6,688.00	General			X		
2022119.90-8	9/2/2022	$1,787.00	$0.00	$1,787.00	General			X		
2021119.91-18	9/2/2022	$11,670.00	$0.00	$11,670.00	Capital				X	
2022119.04-8	9/2/2022	$20,897.50	$0.00	$20,897.50	Capital			X		
2021119.07-17	9/6/2022	$3,532.00	$0.00	$3,532.00	Capital				X	
2022119.02-8	9/9/2022	$17,092.25	$0.00	$17,092.25	Capital			X		
2022119.01-8	9/9/2022	$4,674.50	$0.00	$4,674.50	General			X		
2020119.12-22	9/9/2022	$4,047.75	$0.00	$4,047.75	General				X	
2021120.07-10	9/9/2022	$561.00	$0.00	$561.00	General			X		
2021120.12-8	9/9/2022	$716.25	$0.00	$716.25	General			X		
2021119.13-7	9/9/2022	$659.50	$0.00	$659.50	General			X		
2022120.05-6	9/9/2022	$171.00	$0.00	$171.00	General			X		
2020120.04-19	9/9/2022	$467.50	$0.00	$467.50	Deposits	University Hospital		X		

Total To Pay	**$72,964.25**

Total Capital Fund	**$53,191.75**
Total General Fund	**$19,305.00**
Total Deposits	**$467.50**
Total Street Const. Mant.	**$0.00**
Less: Billable Charges	**($467.50)**
Net Paid by City:	**$72,496.75**

RECEIVED

SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 9, 2022
Invoice No: 2020119.12 - 22

Invoice Total $4,047.75

Project 2020119.12 Beachwood - Glenhill Sewer - Alternate 6 - Phase 2
Beachwood Blvd. Storm Sewer Improvements
Professional Services from July 30, 2022 to August 26, 2022

Task 200 Construction Admin./Inspection
P.O.#2021-02224
Max Not to Exceed $122,000.00

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	6.00	134.00	804.00	
Sr. Project Manager				
Fini, Nicholas	5.50	111.00	610.50	
Design Engineer				
Libert, Alica	11.50	95.50	1,098.25	
Inspector				
McTaggart, Thomas	6.00	57.00	342.00	
Inspector Coordinator				
Hollo, Gary	12.00	76.50	918.00	
Eng./Arch. Intern/Coop				
Kapinski, Matthew	5.00	55.00	275.00	
Totals	46.00		4,047.75	
Total Labor				**4,047.75**
			Total this Task	**$4,047.75**

Billings to Date

	Current	Prior	Total
Labor	4,047.75	98,975.00	103,022.75
Totals	**4,047.75**	**98,975.00**	**103,022.75**

Total this Invoice $4,047.75

Outstanding Invoices

Number	Date	Balance
21	8/12/2022	13,276.75
Total		**13,276.75**

APPROVED FOR PAYMENT
BY: SJC
DATE: 9-14-22
PO: 2021-02224

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/10/21	2020119.12-1	2020119.12	01/29/21	SERVICE	$22,652.25
03/08/21	2020119.12-2	2020119.12	02/26/21	SERVICE	$12,478.88
04/05/21	2020119.12-3	2020119.12	03/26/21	SERVICE	$14,530.87
05/10/21	2020119.12-4	2020119.12	04/30/21	SERVICE	$5,404.50
06/07/21	2020119.12-5	2020119.12	05/28/21	SERVICE	$5,025.00
07/07/21	2020119.12-6	2020119.12	06/25/21	SERVICE	$5,487.75
08/13/21	2020119.12-7	2020119.12	07/30/21	SERVICE	$15,080.75
09/10/21	2020119.12-8	2020119.12	08/27/21	SERVICE	$10,450.00
10/08/21	2020119.12-9	2020119.12	09/24/21	SERVICE	$3,143.75
11/12/21	2020119.12-10	2020119.12	10/29/21	SERVICE	$7,654.00
12/10/21	2020119.12-11	2020119.12	11/26/21	SERVICE	$795.00
01/14/22	2020119.12-12	2020119.12	12/31/21	SERVICE	$2,546.00
01/14/22	2020119.12-13	2020119.12	12/31/21	SERVICE	$2,845.00
02/11/22	2020119.12-14	2020119.12	01/28/22	SERVICE	$9,175.82
03/11/22	2020119.12-15	2020119.12	02/25/22	SERVICE	$12,576.00
04/08/22	2020119.12-16	2020119.12	03/25/22	SERVICE	$13,486.50
05/13/22	2020119.12-17	2020119.12	04/29/22	SERVICE	$17,662.50
06/07/22	2020119.12-18	2020119.12	05/27/22	SERVICE	$240.00
06/07/22	2020119.12-19	2020119.12	05/27/22	SERVICE	$15,365.25
07/08/22	20201119.12-20	2020119.12	06/24/22	SERVICE	$17,114.00
08/12/22	2020119.12-21	2020119.12	07/29/22	SERVICE	$13,276.75
09/09/22	2020119.12-22	2020119.12	08/26/22	SERVICE	$4,047.75

$ 211,038.32

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SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

Bldg
APPROVED FOR PAYMENT
WG 9/12/22

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

BY: _____
DATE: _____
P/O: 783.000.53130
University Hospital #2020-37488

September 9, 2022
Invoice No: 2020120.04 - 19

Invoice Total **$467.50**

Project 2020120.04 Beachwood - Ahuja Phase 2 - New Tower & MOB

Building Dept.

Professional Services from July 30, 2022 to August 26, 2022

Task 100 Plan Review

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	134.00	268.00	
Totals	2.00		268.00	
Total Labor				**268.00**
			Total this Task	**$268.00**

Billings to Date

	Current	Prior	Total
Labor	268.00	6,478.00	6,746.00
Totals	**268.00**	**6,478.00**	**6,746.00**

Task 110 Inspection

Professional Personnel

	Hours	Rate	Amount	
Inspector				
Flores, Daniel	1.50	57.00	85.50	
Maleski, Theodore	2.00	57.00	114.00	
Totals	3.50		199.50	
Total Labor				**199.50**
			Total this Task	**$199.50**

Billings to Date

	Current	Prior	Total
Labor	199.50	15,989.50	16,189.00
Totals	**199.50**	**15,989.50**	**16,189.00**

Total this Invoice **$467.50**

Net 30 days.

Project	2020120.04	Beachwood-Ahuja Phase 2-New Tower & MOB	Invoice	19

Outstanding Invoices

Number	Date	Balance
18	8/12/2022	85.50
Total		**85.50**

Billings to Date

	Current	Prior	Total
Labor	467.50	22,467.50	22,935.00
Totals	**467.50**	**22,467.50**	**22,935.00**

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
09/08/20	2020120.04-1	2020120.04	08/28/20	BUILDING	$4,687.00
10/02/20	2020120.04-2	2020120.04	09/25/20	BUILDING	$2,092.00
11/10/20	2020120.04-3	2020120.04	10/30/20	BUILDING	$3,805.00
12/07/20	2020120.04-4	2020120.04	11/27/20	BUILDING	$3,433.00
12/31/20	2020120.04-5	2020120.04	12/31/20	BUILDING	$2,567.00
02/10/21	2020120.04-6	2020120.04	01/29/21	BUILDING	$1,609.00
03/08/21	2020120.04-7	2020120.04	02/26/21	BUILDING	$1,680.00
04/05/21	2020120.04-8	2020120.04	03/26/21	BUILDING	$672.00
05/10/21	2020120.04-9	2020120.04	04/30/21	BUILDING	$430.00
06/07/21	2020120.04-10	2020120.04	05/28/21	BUILDING	$392.00
07/07/21	2020120.04-11	2020120.04	06/25/21	BUILDING	$488.00
08/13/21	2020120.04-12	2020120.04	07/30/21	BUILDING	$188.00
09/10/21	2020120.04-13	2020120.04	08/27/21	BUILDING	$94.00
10/08/21	2020120.04-14	2020120.04	09/24/21	BUILDING	$94.00
11/12/21	2020120.04-15	2020120.04	10/29/21	BUILDING	$47.00
12/10/21	2020120.04-16	2020120.04	11/26/21	BUILDING	$47.00
07/08/22	2020120.04-17	2020120.04	06/24/22	BUILDING	$57.00
08/12/22	2020120.04-18	2020120.04	07/29/22	BUILDING	$85.50
09/09/22	2020120.04-19	2020120.04	08/26/22	BUILDING	$467.50
					$ 22,935.00

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FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 6, 2022
Invoice No: 2021119.07 - 17

Invoice Total $3,532.00

Project 2021119.07 Beachwood - Green/Bryden Culvert Design
P.O. #2021-01157

Professional Services from July 30, 2022 to August 26, 2022

Task 100 Design and Bid Documents

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	9.00	134.00	1,206.00	
Sr. Project Manager				
Fini, Nicholas	17.50	111.00	1,942.50	
Design Engineer				
Getz, Collin	2.00	95.50	191.00	
Eng./Arch. Intern/Coop				
Kapinski, Matthew	3.50	55.00	192.50	
Totals	32.00		3,532.00	
Total Labor				**3,532.00**
			Total this Task	**$3,532.00**
			Total this Invoice	**$3,532.00**

Outstanding Invoices

Number	Date	Balance
16	8/8/2022	3,697.50
Total		**3,697.50**

SVC
APPROVED FOR PAYMENT
BY: C Ciuni
DATE: 9-14-17
P/O: 2021-01157

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/05/21	2021119.07-1	2021119.07	03/26/21	SERVICE	$20,438.50
05/10/21	2021119.07-2	2021119.07	04/30/21	SERVICE	$22,361.75
06/07/21	2021119.07-3	2021119.07	05/28/21	SERVICE	$9,093.18
07/06/21	2021119.07-4	2021119.07	06/25/21	SERVICE	$6,120.75
08/09/21	2021119.07-5	2021119.07	07/30/21	SERVICE	$7,238.25
09/07/21	2021119.07-6	2021119.07	08/27/21	SERVICE	$848.25
11/08/21	2021119.07-7	2021119.07	10/29/21	SERVICE	$1,163.00
12/06/21	2021119.07-8	2021119.07	11/26/21	SERVICE	$1,095.00
01/10/22	2021119.07-9	2021119.07	12/31/21	SERVICE	$1,991.00
02/07/22	2021119.07-10	2021119.07	01/28/22	SERVICE	$3,794.20
03/07/22	2021119.07-11	2021119.07	02/25/22	SERVICE	$646.75
04/04/22	2021119.07-12	2021119.07	03/25/22	SERVICE	$2,515.75
05/09/22	2021119.07-13	2021119.07	04/29/22	SERVICE	$3,820.50
06/06/22	2021119.07-14	2021119.07	05/27/22	SERVICE	$3,165.50
07/05/22	2021119.07-15	2021119.07	06/24/22	SERVICE	$2,725.75
08/08/22	2021119.07-16	2021119.07	07/29/22	SERVICE	$3,697.50
09/06/22	2021119.07-17	2021119.07	08/26/22	SERVICE	$3,532.00
					$ 94,247.63

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FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 9, 2022
Invoice No: 2021119.13 - 7

Invoice Total $659.50

Project 2021119.13 Beachwood - City EV Charging Station
Service Dept.
Professional Services from July 30, 2022 to August 26, 2022

Task 001 Design
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Sferra, Leonardo	.50	134.00	67.00	
Staff Engineer/Architect				
Hippley, Eric	6.50	85.00	552.50	
Sr. Designer				
Russell, Rachel	.50	80.00	40.00	
Totals	7.50		659.50	
Total Labor				**659.50**
			Total this Task	**$659.50**
			Total this Invoice	**$659.50**

Outstanding Invoices

Number	Date	Balance
6	8/12/2022	810.50
Total		**810.50**

Billings to Date

	Current	Prior	Total
Labor	659.50	7,618.75	8,278.25
Totals	**659.50**	**7,618.75**	**8,278.25**

Bldg Service

APPROVED FOR PAYMENT
BY: C Cimetta
DATE: 9-14-22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
10/08/21	2021119.13-1	2021119.13	09/24/21	SERVICE	$833.50
11/12/21	2021119.13-2	2021119.13	10/29/21	SERVICE	$3,082.25
05/13/22	2021119.13-3	2021119.13	04/29/22	SERVICE	$391.50
06/07/22	2021119.13-4	2021119.13	05/27/22	SERVICE	$2,416.00
07/08/22	2021119.13-5	2021119.13	06/24/22	SERVICE	$85.00
08/12/22	2021119.13-6	2021119.13	07/29/22	SERVICE	$810.50
09/09/22	2021119.13-7	2021119.13	08/26/22	SERVICE	$659.50

$ 8,278.25

RECEIVED

SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 2, 2022
Invoice No: 2021119.91 - 18

Invoice Total $11,670.00

Project 2021119.91 Beachwood - Richmond Road Signals
P.O. #2021-00640
Max Not to Exceed $279,193.00

Professional Services from July 30, 2022 to August 26, 2022

Task 050 Project Administration
Professional Personnel

	Hours	Rate	Amount	
Sr. Project Manager				
Westbrooks, Kevin	9.00	111.00	999.00	
Totals	9.00		999.00	
Total Labor				**999.00**
			Total this Task	**$999.00**

Task 051 Plan Development
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	4.00	134.00	536.00	
Sr. Engineer				
Goetz, Kristy	9.50	102.00	969.00	
Design Engineer				
Summerville, Marcus	62.00	95.50	5,921.00	
Eng./Arch. Intern/Coop				
Tondra, Brandon	59.00	55.00	3,245.00	
Totals	134.50		10,671.00	
Total Labor				**10,671.00**
			Total this Task	**$10,671.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	11,670.00	73,494.89	85,164.89
Limit			279,193.00
Remaining			194,028.11

Total this Invoice $11,670.00

Net 30 days.

P01 APPROVED FOR PAYMENT
BY: [signature]
DATE: 9/8/22
P/O: 2021-00640

Project	2021119.91	Beachwood - Richmond Road Signals	Invoice	18

Outstanding Invoices

Number	Date	Balance
17	8/12/2022	14,696.75
Total		**14,696.75**

Net 30 days.

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
05/07/21	2021119.91-2	2021119.91	04/30/21	POLICE	$467.50
04/02/21	2021119.91-1	2021119.91	03/26/21	POLICE	$598.50
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

$ 85,164.89

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SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 9, 2022
Invoice No: 2021120.07 - 10

Invoice Total $561.00

Project 2021120.07 Beachwood - Truck Park
Building Dept.

Professional Services from July 30, 2022 to August 26, 2022

Task 100 Plan Review and Construction Inspection

Professional Personnel

	Hours	Rate	Amount	
Inspector				
Cortes, Hector	4.00	57.00	228.00	
Flores, Daniel	.50	57.00	28.50	
Maleski, Theodore	4.00	57.00	228.00	
Inspector Coordinator				
Hollo, Gary	1.00	76.50	76.50	
Totals	9.50		561.00	
Total Labor				**561.00**
		Total this Task		**$561.00**
		Total this Invoice		**$561.00**

Outstanding Invoices

Number	Date	Balance
9	8/12/2022	980.50
Total		**980.50**

Bldg
APPROVED FOR PAYMENT
BY: WG
DATE: 9/12/22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
06/07/21	2021120.07-1	2021120.07	05/28/21	BUILDING	$447.50
07/07/21	2021120.07-2	2021120.07	06/25/21	BUILDING	$250.00
08/13/21	2021120.07-3	2021120.07	07/30/21	BUILDING	$515.00
10/08/21	2021120.07-4	2021120.07	09/24/21	BUILDING	$50.00
04/08/22	2021120.07-5	2021120.07	03/25/22	BUILDING	$1,901.00
05/13/22	2021120.07-6	2021120.07	04/29/22	BUILDING	$969.00
06/07/22	2021120.07-7	2021120.07	05/27/22	BUILDING	$256.50
07/08/22	2021120.07-8	2021120.07	06/24/22	BUILDING	$57.00
08/12/22	2021120.07-9	2021120.07	07/29/22	BUILDING	$980.50
09/09/22	2021120.07-10	2021120.07	08/26/22	BUILDING	$561.00

$	5,987.50

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SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 9, 2022
Invoice No: 2021120.12 - 8

Invoice Total $716.25

Project 2021120.12 Beachwood - 3800 Park East - Parking Lot
Building Dept.

Professional Services from July 30, 2022 to August 26, 2022

Task 100 Plan Review
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	134.00	268.00	
Totals	2.00		268.00	
Total Labor				**268.00**
			Total this Task	**$268.00**

Billings to Date

	Current	Prior	Total
Labor	268.00	2,302.00	2,570.00
Totals	**268.00**	**2,302.00**	**2,570.00**

Task 110 Inspection
Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Looper, Jessica	3.50	95.50	334.25	
Inspector				
Flores, Daniel	1.00	57.00	57.00	
Maleski, Theodore	1.00	57.00	57.00	
Totals	5.50		448.25	
Total Labor				**448.25**
			Total this Task	**$448.25**

Billings to Date

	Current	Prior	Total
Labor	448.25	1,701.50	2,149.75
Totals	**448.25**	**1,701.50**	**2,149.75**

Bldg
APPROVED FOR PAYMENT
BY: WG
DATE: 9/21/22
P/O: 2022-00074

Net 30 days.

Project	2021120.12	Beachwood-3800 Park East - Parking Lot	Invoice	8

Total this Invoice **$716.25**

IR

Outstanding Invoices

Number	Date	Balance
7	8/12/2022	1,188.50
Total		**1,188.50**

Billings to Date

	Current	Prior	Total
Labor	716.25	4,003.50	4,719.75
Totals	**716.25**	**4,003.50**	**4,719.75**

Net 30 days.

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
09/10/21	2021120.12-1	2021120.12	08/27/21	BUILDING	$847.50
01/14/22	2021120.12-2	2021120.12	12/31/21	BUILDING	$382.50
02/11/22	2021120.12-3	2021120.12	01/28/22	BUILDING	$134.00
03/11/22	2021120.12-4	2021120.12	02/25/22	BUILDING	$268.00
06/07/22	2021120.12-5	2021120.12	05/27/22	BUILDING	$667.00
07/08/22	2021120.12-6	2021120.12	06/24/22	BUILDING	$516.00
08/12/22	2021120.12-7	2021120.12	07/29/22	BUILDING	$1,188.50
09/09/22	2021120.12-8	2021120.12	08/26/22	BUILDING	$716.25

$ 4,719.75

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SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

Service Bldg

APPROVED FOR PAYMENT

BY: C. Ciuni

DATE: 9-14-22

P/O: 2022-00074

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

September 9, 2022
Invoice No: 2022119.01 - 8

Invoice Total **$4,674.50**

Project 2022119.01 Beachwood - General Engineering
Service Dept.

Professional Services from July 30, 2022 to August 26, 2022

Task 100 General Meeting Attendance
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Ciuni, Joseph	2.00	134.00	268.00	
Bernwood Meeting with Residents				
Ciuni, Joseph	2.00	134.00	268.00	
Traffic Meeting				
Sr. Project Manager				
Fini, Nicholas	4.00	111.00	444.00	
2023 Planning Estimates				
Fini, Nicholas	2.00	111.00	222.00	
Bernwood Meeting with Mayor				
Totals	10.00		1,202.00	
Total Labor				**1,202.00**
		Total this Task		**$1,202.00**

Billings to Date

	Current	Prior	Total
Labor	1,202.00	2,488.00	3,690.00
Totals	**1,202.00**	**2,488.00**	**3,690.00**

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

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	1.00	134.00	134.00
Zapp Prperty Line Dispute			
Ciuni, Joseph	2.00	134.00	268.00
Research/Document OL 68 and OL 69			
Sr. Project Manager			
Fini, Nicholas	1.00	111.00	111.00
2023 Roads			

Net 30 days.

Project	2022119.01	Beachwood - General Engineering			Invoice	8
Design Engineer						
Saunders, Andrew		13.00	95.50	1,241.50		
2023 Estimates						
Saunders, Andrew		1.00	95.50	95.50		
Zoning Map Verification						
Eng./Arch. Intern/Coop						
Kapinski, Matthew		29.50	55.00	1,622.50		
2023 Estimates						
Totals		47.50		3,472.50		
Total Labor						**3,472.50**
				Total this Task		**$3,472.50**

Billings to Date

	Current	Prior	Total
Labor	3,472.50	6,686.00	10,158.50
Totals	**3,472.50**	**6,686.00**	**10,158.50**

Total this Invoice **$4,674.50**

Outstanding Invoices

Number	Date	Balance
7	8/12/2022	1,609.25
Total		**1,609.25**

Billings to Date

	Current	Prior	Total
Labor	4,674.50	9,633.00	14,307.50
Totals	**4,674.50**	**9,633.00**	**14,307.50**

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

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.01-1	2022119.01	01/28/22	SERVICE	$1,600.50
03/11/22	2022119.01-2	2022119.01	02/25/22	SERVICE	$2,069.25
04/08/22	2022119.01-3	2022119.01	03/25/22	SERVICE	$710.75
05/13/22	2022119.01-4	2022119.01	04/29/22	SERVICE	$699.50
06/07/22	2022119.01-5	2022119.01	05/27/22	SERVICE	$268.00
07/08/22	2022119.01-6	2022119.01	06/24/22	SERVICE	$2,675.75
08/12/22	2022119.01-7	2022119.01	07/29/22	SERVICE	$1,609.25
09/09/22	2022119.01-8	2022119.01	08/26/22	SERVICE	$4,674.50

$ 14,307.50

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FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 9, 2022
Invoice No: 2022119.02 - 8

Invoice Total $17,092.25

Project 2022119.02 Beachwood - 2022 Road Program
Service Dept.
P.O.#2022-00576
Max Not to Exceed $110,000.00

Professional Services from July 30, 2022 to August 26, 2022

Task 200 Construction Admin. and Inspection

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	15.00	134.00	2,010.00
Sr. Project Manager			
Fini, Nicholas	14.50	111.00	1,609.50
Design Engineer			
Libert, Alica	16.50	95.50	1,575.75
Stonitsch, Erik	2.00	95.50	191.00
Inspector			
Maleski, Theodore	78.00	57.00	4,446.00
Osterndorff, Andrew	122.00	57.00	6,954.00
Inspector Coordinator			
Hollo, Gary	4.00	76.50	306.00
Totals	252.00		17,092.25
Total Labor			**17,092.25**
		Total this Task	**$17,092.25**

Billings to Date

	Current	Prior	Total
Labor	17,092.25	31,569.75	48,662.00
Totals	**17,092.25**	**31,569.75**	**48,662.00**

Billing Limits

	Current	Prior	To-Date
Total Billings	17,092.25	63,680.00	80,772.25
Limit			110,000.00
Remaining			29,227.75
		Total this Invoice	**$17,092.25**

SVC
APPROVED FOR PAYMENT
BY: C. Ciuni
DATE: 9-14-22

Net 30 days. P/O: 2022-00576

Project	2022119.02	Beachwood - 2022 Road Program	Invoice	8

Outstanding Invoices

Number	Date	Balance
7	8/12/2022	22,634.75
Total		**22,634.75**

Billings to Date

	Current	Prior	Total
Labor	17,092.25	63,680.00	80,772.25
Totals	**17,092.25**	**63,680.00**	**80,772.25**

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/11/22	2022119.02-1	2022119.02	01/28/22	SERVICE	$7,379.00
03/11/22	2022119.02-2	2022119.02	02/25/22	SERVICE	$11,159.50
04/08/22	2022119.02-3	2022119.02	03/25/22	SERVICE	$9,021.75
05/13/22	2022119.02-4	2022119.02	04/29/22	SERVICE	$3,501.00
06/07/22	2022119.02-5	2022119.02	05/27/22	SERVICE	$1,887.00
07/08/22	2022119.02-6	2022119.02	06/24/22	SERVICE	$8,097.00
08/12/22	2022119.02-7	2022119.02	07/29/22	SERVICE	$22,634.75
09/09/22	2022119.02-8	2022119.02	08/26/22	SERVICE	$17,092.25
					$ 80,772.25

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SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 2, 2022
Invoice No: 2022119.04 - 8

Invoice Total $20,897.50

Project 2022119.04 Beachwood -Timberlane/Green San Relief
P.O. #2022-00316
Max Not to Exceed $299,506.00

Professional Services from July 30, 2022 to August 26, 2022

Task 100 Design
Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hewitt, James	2.50	134.00	335.00	
Sr. Project Manager				
Rufener, Jesse	13.00	111.00	1,443.00	
Sr. Engineer				
DiCesare, David	30.50	102.00	3,111.00	
Design Engineer				
Getz, Collin	29.50	95.50	2,817.25	
Wojciechowski, Taylor	6.50	95.50	620.75	
Staff Engineer/Architect				
Schullek, Daniel	120.00	85.00	10,200.00	
Eng./Arch. Intern/Coop				
Welsh, Connor	24.00	55.00	1,320.00	
Totals	226.00		19,847.00	
Total Labor				**19,847.00**
		Total this Task		**$19,847.00**

Task 180 Geotechnical
Professional Personnel

	Hours	Rate	Amount	
Design Engineer				
Idri, Amanda	11.00	95.50	1,050.50	
Totals	11.00		1,050.50	
Total Labor				**1,050.50**
		Total this Task		**$1,050.50**

Net 30 days.

APPROVED FOR PAYMENT
BY:
DATE: 9-8-22
P/O: 2022-00316

Project	2022119.04	Beachwood -Timberlane/Green San Relief		Invoice	8

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	20,897.50	83,563.31	104,460.81
Limit			299,506.00
Remaining			195,045.19

Total this Invoice **$20,897.50**

Outstanding Invoices

Number	**Date**	**Balance**
7	8/11/2022	28,986.81
Total		**28,986.81**

Net 30 days.

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	2021119.04-8	2022119.04	08/26/22	SERVICE	$20,897.50

$ 104,460.81

RECEIVED

SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 2, 2022
Invoice No: 2022119.90 - 8

Invoice Total $1,787.00

Project 2022119.90 Beachwood - Traffic Engineering Services
P.O. #2022-00148
Max Not to Exceed $36,000.00

Professional Services from July 30, 2022 to August 26, 2022

Task 057 August Traffic Services

Professional Personnel

	Hours	Rate	Amount	
Project Principal				
Hobbs, Michael	1.00	134.00	134.00	
Sr. Project Manager				
Westbrooks, Kevin	8.00	111.00	888.00	
Sr. Engineer				
Deibel, Curtis	1.00	102.00	102.00	
Ferrell, Brett	6.50	102.00	663.00	
Totals	16.50		1,787.00	
Total Labor				**1,787.00**
			Total this Task	**$1,787.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	1,787.00	15,836.55	17,623.55
Limit			36,000.00
Remaining			18,376.45

Total this Invoice $1,787.00

Outstanding Invoices

Number	**Date**	**Balance**
7	8/12/2022	2,786.00
Total		**2,786.00**

PO1
APPROVED FOR PAYMENT
BY: _____
DATE: 9/8/22
P/O: 2022-00148

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/03/22	2022119.90-1	2022119.90	01/28/22	POLICE	$2,040.80
03/04/22	2022119.90-2	2022119.90	02/25/22	POLICE	$3,795.00
03/31/22	2022119.90-3	2022119.90	03/25/22	POLICE	$1,838.50
05/06/22	2022119.90-4	2022119.90	04/29/22	POLICE	$2,466.50
06/08/22	2022119.90-5	2022119.90	05/27/22	POLICE	$2,039.75
07/06/22	2022119.90-6	2022119.90	06/24/22	POLICE	$870.00
08/12/22	2022119.90-7	2022119.90	07/29/22	POLICE	$2,786.00
09/02/22	2022119.90-8	2022119.90	08/26/22	POLICE	$1,787.00

$ 17,623.55

RECEIVED

SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 2, 2022
Invoice No: 2022119.91 - 1

Invoice Total $6,688.00

Project 2022119.91 Beachwood - Park East Traffic Impact Study
P.O. #2022-01967
Max Not to Exceed $17,895.00

Professional Services from July 30, 2022 to August 26, 2022

Task 150 Traffic Impact Study

Professional Personnel

		Hours	Rate	Amount	
Sr. Project Manager					
Westbrooks, Kevin		12.00	111.00	1,332.00	
Sr. Engineer					
Ferrell, Brett		45.00	102.00	4,590.00	
	Totals	57.00		5,922.00	
	Total Labor				**5,922.00**

Reimbursable Expenses

Other Reimbursable Exp.					
8/6/2022	Tri-State Traffic Data	Prof. Services		766.00	
	Total Reimbursables			**766.00**	**766.00**
			Total this Task		**$6,688.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	6,688.00	0.00	6,688.00
Limit			17,895.00
Remaining			11,207.00
		Total this Invoice	**$6,688.00**

Police?

~~Rec Bldg~~

APPROVED FOR PAYMENT
BY: [signature]
DATE: 9/12/22
P/O: 2022-01967

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
09/02/22	2022119.91-1	2022119.91	08/26/22	POLICE	$6,688.00

$ 6,688.00

RECEIVED

SEP 20 2022

FINANCE DEPT

GPD GROUP

GPD Group
Architects - Engineers - Planners
520 South Main Street Suite 2531
Akron, Ohio 44311-1010
(330) 572-2100

Invoice

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

September 9, 2022
Invoice No: 2022120.05 - 6

Invoice Total $171.00

Project 2022120.05 Beachwood - Inspection - New Homes

Professional Services from July 30, 2022 to August 26, 2022

Task 100 Construction Inspection SWPPP

Professional Personnel

	Hours	Rate	Amount	
Inspector				
Maleski, Theodore	2.00	57.00	114.00	
2510 Deborah grade check.				
Maleski, Theodore	1.00	57.00	57.00	
2510 Maidstone storm lateral -ok.				
Totals	3.00		171.00	
Total Labor				**171.00**
			Total this Task	**$171.00**
			Total this Invoice	**$171.00**

IN

Outstanding Invoices

Number	Date	Balance
5	8/12/2022	228.00
Total		**228.00**

Billings to Date

	Current	Prior	Total
Labor	171.00	2,742.00	2,913.00
Totals	**171.00**	**2,742.00**	**2,913.00**

Bldg
APPROVED FOR PAYMENT
BY: WG
DATE: 9/12/22
P/O: 2022-00074

Net 30 days.

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
04/08/22	2022120.05-1	2022120.05	03/25/22	BUILDING	$1,448.00
05/13/22	2022120.05-2	2022120.05	04/29/22	BUILDING	$610.00
06/07/22	2022120.05-3	2022120.05	05/27/22	BUILDING	$285.00
07/08/22	2022120.05-4	2022120.05	06/24/22	BUILDING	$171.00
08/12/22	2022120.05-5	2022120.05	07/29/22	BUILDING	$228.00
09/09/22	2022120.05-6	2022120.05	08/26/22	BUILDING	$171.00
					$ 2,913.00

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED
SEP 20 2022
FINANCE DEPT

September 8, 2022

APPROVED FOR PAYMENT
BY: WG
DATE: 9/9/22
P/O:

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

Re: Building Department
Plan Review Services for August 2022

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

Plan Review for the month of August 2022 ..... $125.25

Cost Breakdown Sheet Attached

Total amount due..... $125.25

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

General Fund

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

September 9, 2022

MHW

MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		August 2022		
MHW Job No	Beachwood Receipt No.	Job Name	Time	
CB2217-01 8-21-2022	2022-07086	Parkway HVAC and Boiler	1.5 H	$125.25
		Total	**1.5 H**	**$125.25**

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns, Finance Chair Barbara Janovitz
FROM: Larry Heiser, Finance Director LAH
DATE: September 21, 2022
SUBJECT: Liability Insurance for the City

I am recommending that the City of Beachwood remain with the Public Entities Pool of Ohio (PEP) for the time period October 1, 2022 through September 30, 2023. The total yearly premium is $286,548. Last year the premium was $261,758 for PEP along with a Crime Policy for $1,436 and a Cyber Policy for $14,500 both of which are included with the PEP plan. The increase represents a 3.2% increase.

In August PEP came out to perform a risk assessment on the IT environment. Due to the increased costs of insuring malware, intrusion, data breaches, PEP risk assessed cities so our premium is reflective of our IT control environment, which is strong. Coverage is bound automatically unless we notify that we are going to cancel with PEP.

We have had a good year with PEP, their claims process has been good. PEP came out this year and had a third party, CBIZ gave us up to date valuations on all of City of Beachwood owned properties.

With your approval, I would like to place on the October 3rd agenda for Council approval.

Please call or email if you have any questions.

INTRODUCED BY: ORDINANCE NO. 2022-117

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH PUBLIC ENTITIES POOL OF OHIO (PEP), AND AUTHORIZING PAYMENT FOR LIABILITY INSURANCE COVERAGE FOR THE TERM OF OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a renewal quote from Public Entities Pool of Ohio (PEP); and

WHEREAS, based upon the recommendation of the Finance Director, Council desires to authorize the Mayor of the City of Beachwood, Ohio to enter into a renewal agreement with Public Entities Pool of Ohio (PEP) and authorize payment for liability insurance in an amount not to exceed Two Hundred Eighty-Six Thousand Five Hundred Forty Eight Dollars and No/Cents ($286,548.00) for liability insurance coverage for the term of October 1, 2022 through September 30, 2023.

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

Section 1: The Mayor of the City of Beachwood, Ohio is hereby authorized and directed to enter into a renewal agreement with Public Entities Pool of Ohio (PEP) for liability insurance for the coverage term October 1, 2022 through September 30, 2023 and authorizes payment for liability insurance in an amount not to exceed Two Hundred Eighty-Six Thousand Five Hundred Forty-Eight Dollars and No/Cents ($286,548.00). A copy of the proposal is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that the contract authorized herein is necessary to immediately protect the City with appropriate insurance coverage; 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 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022, and filed it with the Clerk.

_____
Mayor



PEP Invoice Summary

For City of Beachwood

Effective Date: 10/01/2022

Invoice Number: R5295PC2022-1

Coverage	Invoiced
General Liability	$66,220
Auto Liability	$11,017
Law Enforcement Liability	$9,445
Public Officials Liability	$1,518
Excess Liability	$30,345
Auto Physical Damage	$33,872
Property/Boiler & Equipment	$133,969
Crime	$163
Total	$286,548

Please make check payable to Public Entities Pool and mail to the following address:

Public Entities Pool
10100 Innovation Drive
Suite 220
Dayton, OH 45342



Legal Defense and Claim Payment Agreement – Schedule of Coverages
City of Beachwood

Coverage	Effective Date	Retroactive Date	Limit	Deductible
Legal Liability for Automobile Claims	**10/1/2022**	**10/1/2022**	**$15,000,000**	**$0**
Covered Pollution Cost or Expense for Automobiles	10/1/2022	10/1/2022	$15,000,000	$0
Uninsured and Underinsured Motorist Per Person	10/1/2022	10/1/2022	$100,000	$0
Uninsured and Underinsured Motorist Per Occurrence	10/1/2022	10/1/2022	$100,000	$0
Medical Expenses - Automobile	10/1/2022	10/1/2022	$5,000	$0
Legal Liability for General Liability Claims	**10/1/2022**	**10/1/2022**	**$15,000,000**	**$0**
Active Assailant	10/1/2022	10/1/2022	See LDCP 0500 (01 19)	$0
Appeal Bonds	10/1/2022	10/1/2022	Unlimited	$0
Bail Bonds	10/1/2022	10/1/2022	Unlimited	$0
Bonds to Release Property	10/1/2022	10/1/2022	Unlimited	$0
Broad Legal Defense Fund	10/1/2022	10/1/2022	$5,000 occ/$5,000 agg	$0
Claim and Defense Expenses	10/1/2022	10/1/2022	Unlimited	$0
Cyber Breach Coverage Aggregate	10/1/2022	10/1/2022	$250,000	$0
Cyber Breach Coverage Per Occurrence	10/1/2022	10/1/2022	$250,000	$10,000
Cyber Crime	10/1/2022	10/1/2022	$100,000	$10,000
Cyber Liability	10/1/2022	10/1/2022	$15,000,000	$0
Fire Department Pollution Coverage	10/1/2022	10/1/2022	$500,000	$0
Fire Department Training Activities	10/1/2022	10/1/2022	$15,000,000	$0
Fire Departments	10/1/2022	10/1/2022	$500,000	$0
Fungi or Bacteria Clean Up	10/1/2022	10/1/2022	$25,000	$0
Fungi or Bacteria Clean Up Aggregate	10/1/2022	10/1/2022	$50,000	$0
Fungi or Bacteria Injury	10/1/2022	10/1/2022	$25,000	$0
Fungi or Bacteria Injury Aggregate	10/1/2022	10/1/2022	$50,000	$0
Good Samaritan	10/1/2022	10/1/2022	$15,000,000	$0
Medical Expenses - Other than Automobile	10/1/2022	10/1/2022	$5,000	$0
Medical Malpractice	10/1/2022	10/1/2022	$15,000,000	$0
Member Expenses	10/1/2022	10/1/2022	$10,000	$0
Moral Obligation to Pay	10/1/2022	10/1/2022	$2,500	$0
Non-Monetary Relief Defense Expense	10/1/2022	10/1/2022	$50,000	$0

Legal Defense and Claim Payment Agreement – Schedule of Coverages
City of Beachwood

Post-Judgment Interest	10/1/2022	10/1/2022	Unlimited	$0
Pre-Judgment Interest	10/1/2022	10/1/2022	Unlimited	$0
Stop Gap	10/1/2022	10/1/2022	$15,000,000	$0
Telecommunications Fraud Aggregate	10/1/2022	10/1/2022	$50,000	$0
Telecommunications Fraud Per Occurrence	10/1/2022	10/1/2022	$25,000	$10,000
Pollution Liability Coverage - Pesticides	10/1/2022	10/1/2022	$1,000,000	$0
Public Officials Wrongful Acts	**10/1/2022**	**10/1/1987**	**$15,000,000**	**$5,000**
Employment Expense	10/1/2022	10/1/2022	$15,000,000	$0
Employee Benefit Liability	10/1/2022	10/1/2022	$3,000,000	$1,000
Employment Practices Wrongful Acts	10/1/2022	10/1/1987	$15,000,000	$5,000
Legal Liability for Law Enforcement Claims	**10/1/2022**	**10/1/2022**	**$15,000,000**	**$5,000**

Endorsements	**Effective Date**	**Retroactive Date**	**Limit**	**Deductible**
Anti-skid Material Storage and Application	10/1/2022	10/1/2022	$15,000,000	$0
Chlorine	10/1/2022	10/1/2022	$15,000,000	$9
Sewer Back-up	10/1/2022	10/1/2022	$1,000,000 occ / $1,000,000 agg	$0
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Aggregate	10/1/2022	10/1/2022	$55,000	$0
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Each Occurrence	10/1/2022	10/1/2022	$55,000	$0

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool of Ohio

City of Beachwood

Effective Date: 10/01/2022

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION III – PROPERTY DAMAGE		
Buildings*	$87,433,884	$2,500
Personal Property*	$6,624,734	$2,500
Accounts Receivable	$250,000	
Animals	$25,000	
Appearance Allowance	$25,000	
Arson or Theft Reward	$10,000	
Athletic Surfaces	$50,000	
Building or Addition Under Construction	$1,000,000	$2,500
Building or Addition Under Construction - Frame Construction Type	Excluded	
Debris Removal	$250,000	
Decontamination Costs	$25,000	
Electronic Vandalism	$250,000	
Equipment Rental Reimbursement	$250,000	
Errors or Omissions	$500,000	
Expediting Expenses	$250,000	
Fine Arts - Unscheduled	$25,000	
Fire Department Service Charge	Actual Cost	
Fire Extinguishing Systems	Actual Cost	
Fire Hydrants (Unscheduled)	$10,000	
Golf Course Sand Traps, Tee and Greens	10,000/250,000	
Green Coverage	$100,000	
Guide Rails	$10,000	
Land and Water Cleanup Expense	$10,000	
Locks and Keys	$25,000	
Money and Securities	$250,000	$1,000

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool of Ohio

City of Beachwood

Effective Date: 10/01/2022

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
New Generation	$10,000	
Newly Constructed or Acquired Property	$2,000,000	$2,500
Off-Premises Service Interuption Property Damage	$25,000	
Off-Premises Storage - Property Under Construction	$10,000	
Ordinance or Law	$500,000	
Outdoor Signs	$10,000	
Outdoor Trees and Shrubs	10,000/250,000	
Parking Meters and Charging Stations	$5,000	
Personal Prop Not at a Covered Location	$50,000	
Personal Property of Others	$250,000	$2,500
Pollution Cleanup Expense	$100,000	
Professional Fees	$5,000	
Property Removed from a Covered Location	$250,000	
Protection and Preservation of Property	$250,000	
Terrorism	See GPA 0780	$0
Transit Coverage	$100,000	
Underground Fiber Optic Cable	$10,000	
Underground Lines	$1,000,000	
Unscheduled Misc Property	$10,000	
Unscheduled Playground Equipment	$25,000	
Unscheduled Property in the Open	$100,000	
Valuable Papers and Records	$250,000	
Water and Sewer Backup	$100,000	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool of Ohio

City of Beachwood

Effective Date: 10/01/2022

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION IV - TIME ELEMENT		
Civil Authority	Maximum 30 days	
Civil Authority	$25,000	
Computer Systems and Non-physical Damage	$10,000	
Contingent Tax Revenue Interruption	$25,000	
Contingent Time Element	$10,000	
Earnings During Protection/Preservation	$25,000	
Expenses to Reduce Loss	$25,000	
Extended Earnings, Extra Expense and Cost	$50,000	
Extended Gross Earnings, Extra Expense and Cost	Maximum 180 days	
Extended Period of Coverage	$25,000	
Extra Expense and Cost	$250,000	
Gross Earnings	$250,000	
Leasehold Interest	$10,000	
Rental Coverage	$10,000	
Soft Costs	$5,000	
Storm Debris Removal	$5,000	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Public Entities Pool of Ohio

City of Beachwood

Effective Date: 10/01/2022

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION V - EQUIPMENT BREAKDOWN		
Total Limit per one Breakdown*	$94,058,618	See GPA 0644
Power Generating Equipment	Excluded	
Civil Authority	$25,000	
Data or Media	$250,000	
Defense	Unlimited	
Dependent Properties	$25,000	
Earnings	$100,000	
Electrical Surge and Electrical Disturbance	$100,000	
Error in Description	$500,000	
Expediting Expenses	$250,000	
Extended Earnings and Extra Expense	$100,000	
Extra Expense	$100,000	
Green Alternatives	$100,000	
Hazardous Substance	$100,000	
New Generation	$10,000	
Newly Acquired Locations	$2,000,000	
Off Premises Equipment	$50,000	
Ordinance or Law	$500,000	
Refrigerant Contamination	$100,000	
Service Interruption	$100,000	
Spoilage	Included with Refrigerant Contamination	
Water Damage	$100,000	
SECTION VI – CRIME		
Crime	$250,000	$1,000
Computer Fraud and Funds Transfer	$250,000	
Employee Theft - Per Employee	$250,000	$1,000
Employee Theft - Per Loss	$250,000	$1,000
Forgery or Alteration	$250,000	
Inside Premises - Robbery or Safe Burglary	$250,000	$,000
Money Orders and Counterfeit Money	$250,000	$1,000
Outside Premises	$10,000	
Theft, Disappearance, Destruction of Money	$250,000	$1,000

MEMBER BENEFITS & PROGRAMS



Grant Program

See grant application or visit PEP's website for more details

- $1,000 in Grant Funds
- Qualified items that aid PEP Members in their Risk Management efforts

Law Enforcement Resources

- Members are able to watch monthly law enforcement/public official webinars on topics relevant to current law enforcement issues
- Members will be provided one sample law enforcement/ public official policy every month
- Webinar training will be policy based, relevant to local agencies and available on-demand
- Members are able to utilize the Legal Access to further customize sample policy

Legal Access

Call:
877–250–5545

- Members are eligible to receive up to 90 minutes of free legal consultation per year
- Examples of legal consultation include: Human Resources, Zoning and Open Records/Open Meetings

Property Valuations

- Complimentary on-site property valuations of public entity buildings valued at $100,000 or higher
  OR
- The building with the highest value will be appraised

Cyber Risk Services Advisor

- On-site system evaluations & recommendations
- Development of a cyber security plan to avoid or minimize a data breach

Risk Services Team

Risk Services is an organized and continuous effort to prevent and reduce losses. This is accomplished through the identification of risk and implementation of risk control measures. The PEP Risk Services Team has decades of experience in providing customized risk services, training and resources to members in an effort to help keep PEP communities safe.

The Risk Services Team consists of 3 consultants who are experts in the areas of risk prevention and are available to the members to assist with the for following:

- On-site reviews, training and risk services recommendations
- Identify emerging exposures
- Assist in the development of safety programs, procedures and policies
- Advise members in between visits by email or phone
- Consult and advise risk control safety recommendations and Best Practices



RISK SERVICES

RISK PREVENTION. RISK REDUCTION.

Risk Services is an organized and continuous effort to prevent, or decrease the amount of claims and losses.

On-site Visits

Risk Services Consultants are able to evaluate and assess a member's unique exposures and offer customized recommendations to help mitigate the potential for a loss.

Claim Analysis

Conducting claims analysis to identify frequency and severity losses to help reduce the risk of recurrence.

Special Requests

Risk Services Consultants will conduct additional site visits or answer your questions and concerns upon request.

Training

On-site training is available to all members as part of your Risk Management Services. All training is tailored to meet each member's specific wants and needs. Topics Include:

- Defensive Driving
- Harassment/Discrimination
- Playground Safety
- General Life Safety Codes
- Emergency Action Plans
- Sexual Harassment in the Workplace
- Slips/Trips/Falls
- Flammable and Combustible Liquids
- Building Security and Theft Protection
- General Administrative Policies and Risk Reduction Measures
- Pool Safety
- General Work Zone Safety
- Cyber Security (Cyber Risk Services Advisor)



MEET THE RISK SERVICES TEAM

Our Risk Services Team



Mike Boyd, ASC, CPSI, OSHA 30
Director of Risk Services

E: mike.boyd@persopool.com
T: 567-686-2903



Diana Woolf, OFE, FSI, CPSI
Risk Services Consultant

E: diana.woolf@persopool.com
T: 330-541-1707



Nick Leach, HAAC, HAAG, IICRC, NORMI/CRMI
Risk Services Consultant

E: nick.leach@persopool.com
T: 440-420-7140



Susana Vignon, ASP, MS
Risk Services Consultant

E: susana.vignon@persopool.com
T: 614-460-1457

See Risk Services Coverage Map on the next page

Our Cyber Risk Services Team



Colette Klier, CISA, CPFA, A+
Senior Manager, Cyber Risk Services

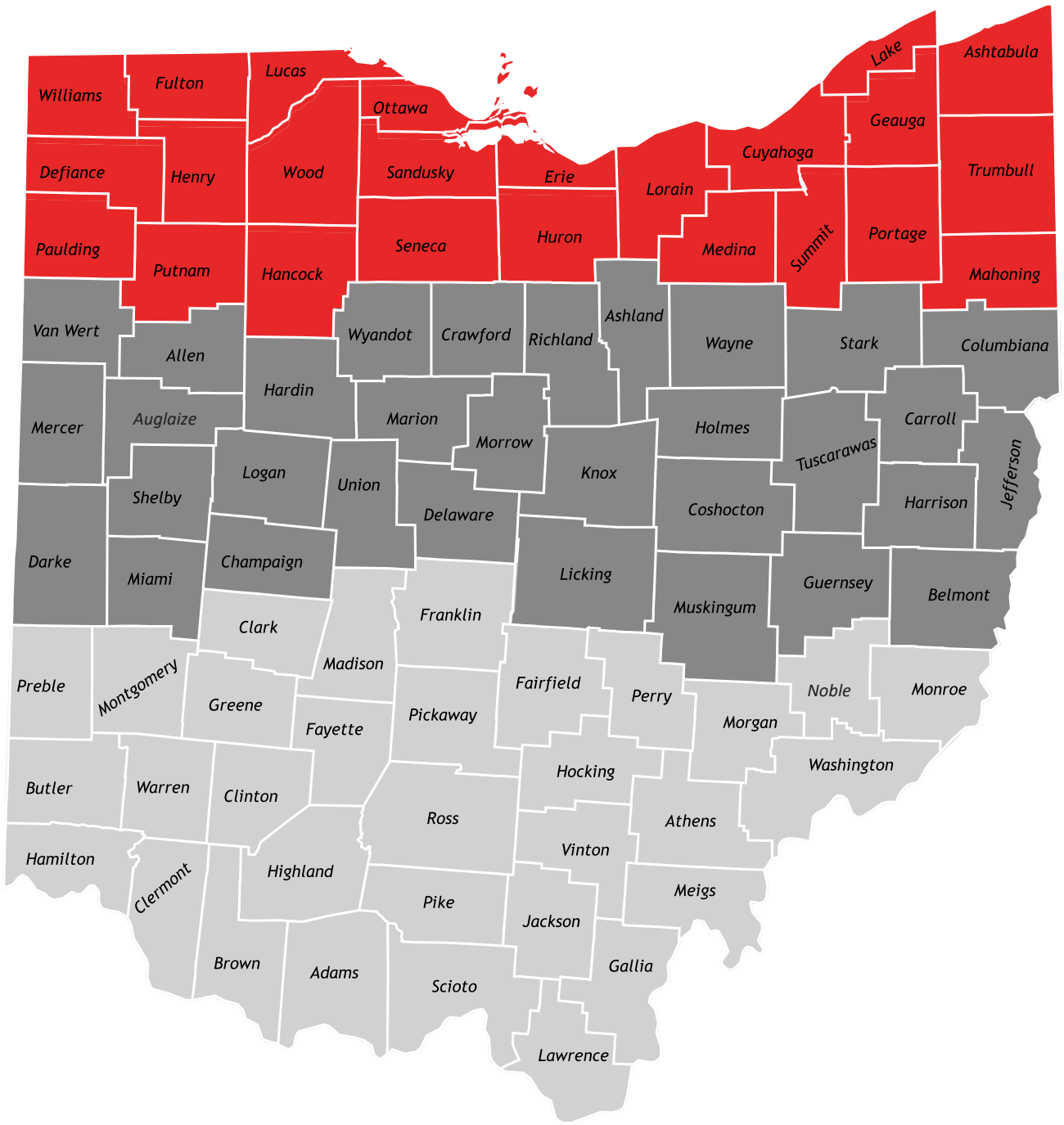
E: colette.klier@Sedgwick.com
T: 515-339-8321



Eric Adonteng, NETWORK+, HEALTH INFORMATICS
Cyber Risk Services Advisor

E: eric.adonteng@persopool.com
T: 240-808-9278

RISK SERVICES
COVERAGE MAP



Mike Boyd
Director of Risk Services
(T) 567.686.2903
mike.boyd@persopool.com

Eric Adonteng
Cyber Risk Services Advisor
(T) 240.808.9278
Services all counties

Diana Woolf
Risk Services Consultant
(T) 330.541.1707
diana.woolf@persopool.com

Susana Vignon
Risk Services Consultant
(T) 614.460.1457
susana.vignon@persopool.com

Nick Leach
Risk Services Consultant
(T) 440.420.7140
nick.leach@persopool.com

RESOURCE eLIBRARY

What is the Resource eLibrary?

PEP members, you have exclusive access to the custom Resource eLibrary in which members can access resources to assist with any risk control need. Below please find the categories in which the eLibrary is organized, with some additional value and added services are available for each PEP member.

To access the eLibrary, please visit:
www.pepohio.org and select the **Resource eLibrary icon.**



Our Resources

DVD's
Over 600 DVDs are available that are conveniently mailed directly to your front door.

New topics Include:
- Communication Breakdown
- Playground Safety
- Distracted Driving
- Keeping Public Employees Safe

Human Resources
Find pages of resources to navigate through employment issues:

New Topics Include:
- Disaster & Emergency Center
- Current State and Federal Employment Laws
- Customizable Forms and Polices
- Employee Handbook Generator
- Background Checks
- Drug and Alcohol Policies

Online Courses & Video Streaming
Over 1000 online & video streaming courses are available on the go on any electronic device.

Newest Topics Include:
- Avoiding Litigation Landmines
- Discrimination & Rehabilitation
- Defensive Driving for Governmental Employees
- and many more

Education Credits
PEP offers 21 courses approved by the Ohio Environmental Protection Agency for continuing education credits for drinking water operators. This resource is located within the Public Entity University.

Our Human Resources vendor is a HRCI Approved Provider which enables members to submit webinar attendance to HRCI in order to maintain certain credentials. Free CEUs for PEP members!

NEW! Cyber Resources
Cyber Resources are available to minimize costly cyber risks to your public entity.

New Topics Include:
- Employee phishing testing to help employees understand their risks
- Online Cyber Training
- IT Security Audit Kit

Public Entity University (PEU)
Over 300 in-depth, interactive training courses are organized into 12 Workplace Colleges for easy navigation. These courses can be assigned by managers to their employees, with the option to print certificates once completed.

New Courses:
- Employment Liability
- Managing Stress in Uncertain Times
- Wage and Hour Concerns During an Emergency

PEP PROPERTY APPRAISAL PROGRAM

CBIZ Valuation Group

PEP is pleased to offer another service tailored to meet the unique needs of public entities in the State of Ohio: Property Appraisals. This benefit is included with your PEP membership and comes to you at no additional cost. PEP has partnered with **CBIZ Valuation Group**, a professional property appraisal company. All PEP members should be seen during this five-year appraisal process.

The appraisal service will include:

- **An on-site appraisal of buildings valued at $100,000 or higher**
- **If a Member does not have a building scheduled at $100,000, the building with the highest value will be appraised.**

Important Information

You will be receiving a communication from CBIZ to schedule the appraisal at a date and time convenient for you and your staff. CBIZ will prepare a formal report within 60 days of completing the appraisal. The appraisal report will include detailed statements of insurable values within your building.

If you have any questions or concerns regarding **CBIZ** and the appraisal services, please contact Sedgwick today at: **1-800-367-4818**.

INTRODUCED BY: ORDINANCE NO. 2022-109

AN ORDINANCE AMENDING SECTION 1391.01, "CERTIFICATE OF RENTAL OCCUPANCY" OF THE CODIFIED ORDINANCES OF THE CITY OF BEACHWOOD, OHIO; CREATING SECTION 1391.011, "CERTIFICATE OF SHORT-TERM RENTAL OCCUPANCY"; AMENDING SECTION 1391.02, "FREQUENCY AND SCHEDULE OF INSPECTION,"; CREATING SECTION 1391.022, "FREQUENCY AND SCHEDULE OF INSPECTION FOR SHORT TERM RENTALS,"; CREATING SECTION 1329.14, "FEES FOR CERTIFICATE OF RENTAL OCCUPANCY AND CERTIFICATE OF SHORT-TERM RENTAL OCCUPANCY,"; AMENDING 1393.30, "FREQUENCY AND SCHEDULE OF INSPECTIONS,"; AND AMENDING SECTION 1393.32 "NONCOMPLIANCE WITH NOTICE; REMEDIES; CORRECTIONS REQUIRED PRIOR TO SALE, RENTAL OR LEASE"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the creation of short-term rental companies, organizations, and businesses all over the world and in the City has led to a creation of a business model that allows individuals within the United States and the world to connect with short term renters through the use of websites, applications, and other models; and

WHEREAS, such a business model allows for increased income into the City, as well as an increase in tourism, the showcasing of residential areas of the City not commonly visited by guests, and the ability for residents to afford sustainable housing through renting properties; and

WHEREAS, the City and Council have received complaints, disputes, and issues regarding the use of residential rental units within the city that threaten the wellbeing, safety, and protection of the residents and property within the city; and

WHEREAS, Council desires to allow property owners to use their properties as they see fit in a manner that promotes public safety and the well-being of the residents of this City; and

WHEREAS, Council recognizes the need for regulation of residential rental units within the city in order to provide an effective, efficient, and timely system of communication and regulation regarding fire and safety, code enforcement, and law enforcement for the health, safety, and welfare of all residents of the City.

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

Section 1: Existing Section 1391.01 "CERTIFICATE OF RENTAL OCCUPANCY", of the Codified Ordinances of the City of Beachwood, Ohio, is hereby amended to read and provide, in its entirety, as follows with new language is in bold:

a) (1) As used in this Chapter, "rental unit" means any single-family residential rental dwelling where either of the following conditions exists:

A. Consideration in the form of money or other valuable consideration is being paid for occupying such units **30 or more consecutive calendar days**; or

B. A person other than the fee simple owner of the property or his/her family as defined herein is occupying such unit, whether or not such person is paying consideration **for 30 or more consecutive calendar days**.

(2) As used in this chapter, "agent" means any person or persons eighteen years or older authorized by an owner to act on the owner's behalf.

(**3**) The term "rental unit" does not include a room for rent in a hotel or motel as specified in Chapter 1131 of the Zoning Code.

(**4**) The term "family" for the purposes of this Chapter shall have the same meaning as in Section 1351.08(i).

(**5**) The term "single-family residential rental dwelling" for the purposes of this Chapter shall include a single-family structure.

(b) No person shall occupy, and no owner or resident agent shall permit a person to occupy, a rental unit, unless the Building Commissioner has issued a Certificate of Rental Occupancy for such single-family residential rental dwelling structure, which certificate has not expired, been revoked or otherwise become null and void.

(c) Every owner or operator of a single-family residential rental dwelling that is a current rental unit, as defined in this Section, shall submit an application for a Certificate of Rental Occupancy. An application to renew a Certificate is required each year the rental property is occupied as a "rental unit". The application shall be submitted with a ~~Five Hundred Dollar ($500.00)~~ fee **as established by City Council** and shall be received by the City of Beachwood Building Department no later than the commencement of occupancy for a new rental unit and no later than the date one calendar year after the issuance date of the prior Certificate of Rental Occupancy for the renewal of an existing Certificate of Rental Occupancy. Upon any change in occupancy of a rental unit within the calendar year, a new application must be updated with current tenant information and returned to the City of Beachwood Building Department.

(1) Application for a Certificate of Rental Occupancy shall be made by supplying necessary information to determine compliance with applicable laws, ordinances, rules and regulations for the existing use or occupancy or the intended use or occupancy on forms supplied by the Building Commissioner. Such information shall include, but need not be limited to, the following, as applicable:

A. The name, address and telephone number of the owner of the property;

B. The address of the property;

C. The current name, address, business and/or home telephone number of the persons who, since the last application, have been occupying the single family residential rental dwelling, and the address or other identification of the single family residential rental dwelling which they occupy;

D. Whenever an address is required herein, a post office box number may not be provided as the sole address; **and**

~~E. The familial relationship, if any, among the persons listed in subsection (c)(1)C. hereof;~~

~~F. The name of the head of the household of each single family residential rental unit;~~

~~G. A statement that the information is necessary for tax purposes; and~~

E. Such other information as may be requested on a voluntary basis.

(2) The Owner, Manager, or Agent shall be present at appointment-based annual inspections of both the interior and exterior of the property and rental unit. Failure of attendance from the Owner, Manager, or Agent will result in a fee as established by City Council. Repeated failure of

attendance may result in the termination of the current Certificate of Rental Occupancy or denial of recertification of the property.

(3) The Building Commissioner shall issue a Certificate of Rental Occupancy for a structure or premises if it is found to be in substantial compliance with the provisions of the Fire, Health, Zoning, and Building Codes and all other laws, ordinances, rules and regulations applicable thereto.

(4) The Certificate of Rental Occupancy shall be valid for one (1) year from issuance date of said single family residential rental dwelling Certificate of Rental Occupancy at which time it will expire. At that time a completed new application and a non-refundable fee ~~of Five Hundred Dollars ($500.00)~~ **as established by City Council** shall be submitted.

(5) The Building Commissioner may deny an application for a Certificate of Rental Occupancy or revoke a Certificate of Rental Occupancy if any false statement is made by the applicant in connection with the issuance of such Certificate, for substantial noncompliance of a structure or its use with the requirements of the Fire, Health, Zoning, or Building Codes, or if the owner, agent or person in charge of a structure fails to comply with any applicable provision of the Fire, Health, Zoning, or Building Codes.

(d) (1) Every application for a Certificate of Rental Occupancy or a renewal thereof shall be accompanied by a nonrefundable fee **as established by City Council.** The fee for reinstatement of a Certificate of Rental Occupancy after it has been revoked **shall also be as established by City Council.**

(2) An application is considered complete only when all information required on the form is accurately, legibly and fully provided and when the fee is paid.

(3) The fee for an **untimely** application for a Certificate of Rental Occupancy submitted after the rental unit is found to be occupied shall be **as established by City Council**. An application is considered submitted only when it is complete and no cause exists to deny the application, as defined in this Section. The fee for an application that was denied and is re-submitted shall be **as established by City Council**. If no application for a Certificate is submitted when required by this Chapter by the end of the calendar year for which the Certificate is required, the Building Commissioner shall charge the owner or operator a fee **as established by City Council**.

(4) If the owner or operator fails to pay the fee for a Certificate within the calendar year for which the Certificate is required to be obtained, the Building Commissioner shall report the delinquency to the Director of Finance, who shall report the same to Council, which may thereupon assess the cost, together with the expense of assessing and collecting the same, upon the property for which the Certificate is required, and cause the assessment to be certified to the County Auditor for collection.

(5) Every applicant shall provide proof of insurance pertaining to the rental unit and name the City of Beachwood as an additionally named insured on this policy. A Certificate of Rental Occupancy for rental units shall not be issued to applicants who do not provide proof of insurance and name the City of Beachwood as an additionally named insured on the pertinent policy

(e) The City shall reinstate a Certificate of Rental Occupancy that has been revoked when the owner has done all of the following:

(1) Submitted a new application for a Certificate as required in this Section;

(2) Paid the appropriate application fee and the reinstatement fee, **and any fines accrued**;

(3) Successfully completed any procedure required by the Building Commissioner, under the rules and regulations of the Building Department established as permitted in this Chapter, by which the owner has demonstrated that the property has been brought into substantial compliance with the City Codes that were the basis of the revocation.

Section 2: Creating Section 1391.011 "CERTIFICATE OF SHORT-TERM RENTAL OCCUPANCY", of the Codified Ordinances of the City of Beachwood, Ohio, with the language as follows in bold:

a) (1) As used in this chapter "short-term rental unit" means a dwelling unit, a portion of a dwelling unit, or any portion of property that is offered or held out to the public for rent on a hosting website, internet or mobile application, or any other means in which short term rentals are listed, advertised, solicited, or otherwise held out for rent through monetary or other means for a period of less than 30 consecutive calendar days.

(2) As used in this chapter, "agent" means any person or persons eighteen years or older authorized by an owner to act on the owner's behalf.

(3) The term "short term rental unit" does not include a room for rent in a hotel or motel as specified in Chapter 1131 of the Zoning Code.

(4) The term "short term rental unit" does not include residences with "Roomers" as defined in Section 1113.02(d) of the Zoning Code.

(5) The term "family" for the purposes of this Chapter shall have the same meaning as in Section 1351.08(i).

(6) The term "single-family residential rental dwelling" for the purposes of this Chapter shall include a single-family structure.

(b) No person shall occupy, and no owner or resident agent shall permit a person to occupy, a short-term rental unit, unless the Building Commissioner has issued a Certificate of Short-Term Rental Occupancy for such single-family residential rental dwelling structure, which certificate has not expired, been revoked or otherwise become null and void.

(c) Every owner or operator of a residential rental dwelling that is a current short-term rental unit, as defined in this Section, shall submit an application for a Certificate of Short-Term Rental Occupancy. An application to renew a Certificate is required each year the rental property is occupied as a "short term rental unit." The application shall be submitted with a fee as established by City Council and shall be received by the City of Beachwood Building Department no later than the commencement of occupancy for a new short-term rental unit and no later than the date one calendar year after the issuance date of the prior Certificate of Short-Term Rental Occupancy for the renewal of an existing Certificate of Short-Term Rental Occupancy. Upon any change in occupancy of a short-term rental unit within the calendar year, a new application must be updated with current tenant information and returned to the City of Beachwood Building Department.

(1) Application for a Certificate of Short-Term Rental Occupancy shall be made by supplying necessary information to determine compliance with applicable laws, ordinances, rules and regulations for the existing use or occupancy or the intended use or occupancy on forms supplied

by the Building Commissioner. Such information shall include, but need not be limited to, the following, as applicable:

A. The name, address and telephone number of the owner of the property;

B. The address of the property;

C. The current name, address, business and/or home telephone number of the persons who, since the last application, have been occupying the single family residential rental dwelling, and the address or other identification of the single family residential rental dwelling which they occupy;

D. Whenever an address is required herein, a post office box number may not be provided as the sole address; and

E. Such other information as may be requested on a voluntary basis.

(2) The Owner, Manager, or Agent shall be present at appointment-based quarterly (trimestral) inspections including one (1) interior inspection and four (4) exterior inspections of the property and short-term rental unit. Failure of attendance from the Owner, Manager, or Agent will result in a fee as established by City Council. Repeated failure of attendance may result in the termination of the current Certificate of Short-Term Rental Occupancy or denial of recertification of the property.

(3) The Building Commissioner shall issue a Certificate of Short-Term Rental Occupancy for a structure or premises if it is found to be in substantial compliance with the provisions of the Fire, Health, Zoning, and Building Codes and all other laws, ordinances, rules and regulations applicable thereto.

(4) Any Owner who cannot respond to concerns of habitability, safety, functionality, or operation of a short-term rental unit within a reasonable period of time must retain and keep, at all times, an Agent or Manager responsible for the management and oversight of the property. The name, address, and telephone number of this individual or individual(s) responsible shall be provided to the Building Commissioner.

(5) The Certificate of Short-Term Rental Occupancy shall be valid for one (1) year from issuance date at which time it will expire. At that time a completed new application and a non-refundable fee as established by City Council for short-term rental units shall be submitted.

(6) The Building Commissioner may deny an application for a Certificate of Short-Term Rental Occupancy or revoke a Certificate of Short-Term Rental Occupancy if any false statement is made by the applicant in connection with the issuance of such Certificate, for substantial noncompliance of a structure or its use with the requirements of the Fire, Health, Zoning, or Building Codes, or if the owner, agent or person in charge of a structure fails to comply with any applicable provision of the Fire, Health, Zoning, or Building Codes or if the Owner, Manager, or Agent has consecutively failed, neglected, or refused to comply with a notice to correct a nuisance or attend the inspections of the property.

(e) (1) Every application for a Certificate of Short-Term Rental Occupancy or a renewal thereof shall be accompanied by a nonrefundable fee as established by City Council. The fee for

reinstatement of a Certificate of Short-Term Rental Occupancy after it has been revoked is also that as established by City Council.

(2) An application is considered complete only when all information required on the form is accurately, legibly and fully provided and when the fee is paid.

(3) The fee for an untimely application for a Certificate of Short-Term Rental Occupancy submitted after the short-term rental unit is found to be occupied shall be as established by City Council. An application is considered submitted only when it is complete and no cause exists to deny the application, as defined in this Section. The fee for an application that was denied and is re-submitted is as established by City Council. If no application for a Certificate is submitted when required by this Chapter by the end of the calendar year for which the Certificate is required, the Building Commissioner shall charge the owner or operator a fee as established by City Council.

(4) If the owner or operator fails to pay the fee for a Certificate within the calendar year for which the Certificate is required to be obtained, the Building Commissioner shall report the delinquency to the Director of Finance, who shall report the same to Council, which may thereupon assess the cost, together with the expense of assessing and collecting the same, upon the property for which the Certificate is required, and cause the assessment to be certified to the County Auditor for collection.

(5) Every applicant shall provide proof of insurance pertaining to the short-term rental unit and name the City of Beachwood as an additionally named insured on this policy. A Certificate of Short-Term Rental Occupancy for short-term rental units shall not be issued to applicants who do not provide proof of insurance and name the City of Beachwood as an additionally named insured on the pertinent policy

(f) The City shall reinstate a Certificate of Short-Term Rental Occupancy that has been revoked when the owner has done all of the following:

(1) Submitted a new application for a Certificate as required in this Section;

(2) Paid the appropriate application fee and the reinstatement fee, and any fines accrued;

(3) Successfully completed any procedure required by the Building Commissioner, under the rules and regulations of the Building Department established as permitted in this Chapter, by which the owner has demonstrated that the property has been brought into substantial compliance with the City Codes that were the basis of the revocation.

Section 3: Existing Section 1391.02 "FREQUENCY AND SCHEDULE OF INSPECTION", of the Codified Ordinances of the City of Beachwood, Ohio, is hereby amended to read and provide, in its entirety, as follows with new language in bold:

The Building Commissioner is hereby directed to conduct an interior and exterior inspection of all single family residential rental **units**, as defined in Section 1391.01, in single-family dwelling structures at least once every year according to a schedule established by him/her. The Building Commissioner is further directed to conduct an interior and exterior inspection of a single family residential rental dwelling upon any change in occupancy of the rental unit. Pursuant to such schedule, the Building Commissioner shall notify the owner of any single family residential dwelling, as defined in Section 1391.01 to be inspected, or his agent, that arrangements must be made with the Building

Department for an inspection appointment within thirty (30) days of such notice. If the owner or agent, or an occupant, refuses to consent to an inspection of the subject property, or if consent is otherwise unobtainable, the Building Commissioner or his designated representative shall not make such inspection without first obtaining an administrative search warrant in accordance with the provisions set forth below. If a scheduled inspection is cancelled by the owner, agent or occupant upon less than twenty-four (24) hour notice, a fee ~~of One Hundred Dollars ($100.00) shall be charged~~ **as established by City Council** shall be charged, which fee must be paid before any re-inspection will be scheduled.

(a) If the owner or agent, or an occupant thereof refuses or does not consent to the proposed inspection, the Building Commissioner may appear before any judge in a court of competent jurisdiction and seek an administrative search warrant to allow an inspection. Any such application shall be made within ten (10) calendar days after the refusal or non-consent. The application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination whether there are violations of the code provisions identified in this chapter and Chapter 1393. The court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall be issued:

(1) Eyewitness account of violation;
(2) Citizen complaints;
(3) Tenant complaints;
(4) Plain view violations;
(5) Violations apparent from City records;
(6) Property deterioration;
(7) Age of property;
(8) Nature of alleged violation;
(9) Condition of similar properties in the area;
(10) Documented violations on similar properties in the area;
(11) Passage of time since last inspection; and
(12) Previous violations on the property.

(b) If a warrant is issued, no owner or agent, or an occupant thereof shall fail or neglect, upon presentation of a warrant, to properly permit entry therein by the Building Commissioner or his/her duly authorized designee for the purpose of conducting a rental inspection and examination pursuant to this chapter and Chapter 1393 and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, the rental inspection shall not take place and no Certificate of Rental Occupancy shall be issued. No criminal penalty, or any penalty or fine under this chapter or Chapter 1393 shall attach, nor shall any Certificate of Rental Occupancy be denied, solely by reason of the owner's, agent's or occupant's refusal to consent to a full inspection.

(c) A Certificate of Rental Occupancy signed by the Building Commissioner shall be evidence that the premises complies with the requirements of this chapter and Chapter 1393 and all other applicable ordinances. If the inspection disclosed aspects of the property not in compliance, the Certificate of Rental Occupancy shall not be issued until the premises **are** brought into compliance with this chapter and Chapter 1393 and all other applicable ordinances.

If such structure as described above is determined to be occupied by a tenant, the Building Commissioner shall provide notice to such tenant of the rejection of the application for the issuance or renewal of a Certificate of Rental Occupancy. Notice shall be by mail, hand delivery, or posting on the structure. Notwithstanding the requirement of notice provided herein, failure of the Building

Commissioner to notify a tenant shall not preclude the enforcement of any provision of this chapter or Chapter 1393.

Section 4: Creating Section 1391.022 "FREQUENCY AND SCHEDULE OF INSPECTION FOR SHORT-TERM RENTALS" of the Codified Ordinances of the City of Beachwood, Ohio, with the language as follows:

The Building Commissioner is hereby directed to conduct one interior and four exterior inspections of all single family residential short-term rental units, as defined in Section 1391.011, in single-family dwelling structures according to a schedule established by him/her. Pursuant to such schedule, the Building Commissioner shall notify the owner of any single-family residential dwelling, as defined in Section 1391.011, to be inspected, or his agent, that arrangements must be made with the Building Department for an inspection appointment within thirty (30) days of such notice. If the owner or agent, or an occupant, refuses to consent to an inspection of the subject property, or if consent is otherwise unobtainable, the Building Commissioner or his designated representative shall not make such inspection without first obtaining an administrative search warrant in accordance with the provisions set forth below. If a scheduled inspection is cancelled by the owner, agent or occupant upon less than twenty-four (24) hour notice, a fee as established by City Council shall be charged, which fee must be paid before any re-inspection will be scheduled.

(a) If the owner or agent, or an occupant thereof refuses or does not consent to the proposed inspection(s), the Building Commissioner may appear before any judge in a court of competent jurisdiction and seek an administrative search warrant to allow an inspection. Any such application shall be made within ten (10) calendar days after the refusal or non-consent. The application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination whether there are violations of the code provisions identified in this chapter and Chapter 1393. The court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall be issued:

(1) Eyewitness account of violation;
(2) Citizen complaints;
(3) Tenant complaints;
(4) Plain view violations;
(5) Violations apparent from City records;
(6) Property deterioration;
(7) Age of property;
(8) Nature of alleged violation;
(9) Condition of similar properties in the area;
(10) Documented violations on similar properties in the area;
(11) Passage of time since last inspection; and
(12) Previous violations on the property.

(b) If a warrant is issued, no owner or agent, or an occupant thereof shall fail or neglect, upon presentation of a warrant, to properly permit entry therein by the Building Commissioner or his/her duly authorized designee for the purpose of conducting a rental inspection and

examination pursuant to this chapter and Chapter 1393 and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, the rental inspection shall not take place and no Certificate of Short-Term Rental Occupancy shall be issued. No criminal penalty, or any penalty or fine under this chapter or Chapter 1393 shall attach, nor shall any Certificate of Short-Term Rental Occupancy be denied, solely by reason of the owner's, agent's or occupant's refusal to consent to a full inspection.

(c) A Certificate of Short-Term Rental Occupancy signed by the Building Commissioner shall be evidence that the premises complies with the requirements of this chapter and Chapter 1393 and all other applicable ordinances. If the inspection disclosed aspects of the property not in compliance, the Certificate of Short-Term Rental Occupancy shall not be issued until the premises are brought into compliance with this chapter and Chapter 1393 and all other applicable ordinances.

If such structure as described above is determined to be occupied by a tenant, the Building Commissioner shall provide notice to such tenant of the rejection of the application for the issuance or renewal of a Certificate of Short-Term Rental Occupancy. Notice shall be by mail, hand delivery, or posting on the structure. Notwithstanding the requirement of notice provided herein, failure of the Building Commissioner to notify a tenant shall not preclude the enforcement of any provision of this chapter or Chapter 1393.

Section 5: Creating Section 1329.14 "FEES FOR CERTIFICATE OF RENTAL OCCUPANCY AND CERTIFICATE OF SHORT-TERM RENTAL OCCUPANCY," of the Codified Ordinances of the City of Beachwood, Ohio, with the new language as follows in bold:

In addition to any fee(s) provided in Chapter 1329, the following fee(s) shall be collected by the Building Commissioner:

(a)		**Application for Certificate of Rental Occupancy; Renewal; Reinstatement; Resubmission**	**$500.00**
	(1)	**Untimely Application for Certificate of Rental Occupancy**	**$600.00**
(b)		**Application for Certificate of Short-Term Rental Occupancy; Renewal; Reinstatement; Resubmission**	**$1,000.00**
	(2)	**Untimely Application for Certificate of Short-Term Rental Occupancy**	**$1,100.00**
(c)		**Failure to Timely Notify of Cancelation or Appear at Scheduled Inspection**	**$250.00**

Section 6: Existing Section 1393.30 "FREQUENCY AND SCHEDULE OF INSPECTIONS", of the Codified Ordinances of the City of Beachwood, Ohio, is hereby amended to read and provide, in its entirety, as follows with new language in bold:

(1) The Building Commissioner is hereby directed to conduct inspections of **all single family residential rental units as defined in Section 1391.01** at least once every year according to a schedule established by his/her to determine compliance with this Chapter 1393. The Building Commissioner is further directed to conduct such inspections upon any change in occupancy of the rental unit. Pursuant to such schedule, the Building Commissioner shall notify the owner/agent of the rental unit to be inspected that arrangements must be made with the Building Department for an inspection appointment within thirty days of such notice. If the owner/agent or occupant refuses to consent to an inspection of the subject property, or if consent is otherwise unobtainable, the Building Commissioner or his/her designated representative shall not make such inspection without first

obtaining an administrative search warrant in accordance with Section 1391.02. If a scheduled inspection is cancelled by the owner/agent or occupant upon less than twenty-four hours notice, a fee ~~of One Hundred Dollars ($100)~~ **as established by City Council** shall be charged, which fee must be paid before any re-inspection is scheduled.

(2) The Building Commissioner is hereby directed to conduct one interior and four exterior inspections of all single family residential short-term rental units as defined in Section 1391.011 according to a schedule established by his/her to determine compliance with this Chapter 1393. The Building Commissioner is further directed to conduct such inspections upon any change in occupancy of the short-term rental unit. Pursuant to such schedule, the Building Commissioner shall notify the owner/agent of the short-term rental unit to be inspected that arrangements must be made with the Building Department for an inspection appointment within thirty days of such notice. If the owner/agent or occupant refuses to consent to an inspection of the subject property, or if consent is otherwise unobtainable, the Building Commissioner or his/her designated representative shall not make such inspection without first obtaining an administrative search warrant in accordance with Section 1391.022. If a scheduled inspection is cancelled by the owner/agent or occupant upon less than twenty-four hours notice, a fee as established by City Council shall be charged, which fee must be paid before any re-inspection is scheduled.

Section 7: Existing Section 1393.32 "NONCOMPLIANCE WITH NOTICE; REMEDIES; CORRECTIONS REQUIRED PRIOR TO SALE, RENTAL OR LEASE; **OPERATION WITHOUT A PERMIT**", of the Codified Ordinances of the City of Beachwood, Ohio, be and the same is hereby amended to read and provide, in its entirety, with the new language in title above and as follows in bold:

(a) Whenever the owner/agent of a rental unit **as defined in Section 1391.01, or short-term rental unit as defined in Section 1391.011,** fails, neglects, or refuses to comply with any notice of the Building Commissioner, the Building Commissioner may either issue a notice to vacate within such time as is stated in such notice, but which shall not be less than fifteen days, except in cases of emergency, or he/she may advise the Director of Law of the circumstances and request the Director to institute an appropriate action at law to compel compliance, or both.

(b) If the premise or structure of a rental unit or short-term rental unit is found or declared to be a nuisance, the owner or operator's permit shall be revoked for a minimum period of one year (365 days) or longer at the discretion of the Building Commissioner if found to be a repeat offender.

(c) Whenever the owner/agent of a short-term rental unit fails, neglects, or refuses to comply with a notice to vacate or correct a nuisance, the Building Commissioner may elect to include such failures in consideration for not recertifying the property.

(d) Whenever the owner/agent of a rental unit **or short-term rental unit** fails, neglects, or refuses to comply with a notice to demolish any structure, or a part thereof, or a secondary or appurtenant structure, and when such structure is determined by the Building Commissioner to constitute a public nuisance in that it is dangerous or injurious to the public health, safety, or welfare, or built without a permit and/or built in violation of any law, the Building Commissioner may request the Director of Law to institute legal proceedings or to take such other action as may be necessary to abate the nuisance or violation.

(e) The owner of any such property to which such an order or notice to repair, improve, remove, demolish or vacate has been issued shall not sell, rent, or lease such property, or enter into an agreement to sell, rent or lease such property, unless all violations cited against such property have

been corrected and unless written approval of such corrections has been received by the property owner from the Building Commissioner.

Section 8: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

Section 9: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 Codified Ordinances of the City.

Section 10: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of the public peace, health, or safety, or the efficient operation of the City, and for the further reason that it is necessary to implement the updated language at the earliest possible time; 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 2022, , and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the .

_____

Clerk

Approval: I have approved this legislation this and filed it with the Clerk.

_____

Mayor

Tactical Planning, LLC

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

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 16, 2022

RE: **P&Z 2022-23** **Mansour Gavin, LPA**
UAG Realty, LLC
Porsche Beachwood
3750 Orange Place
Preliminary Site Development Plan Approval

This request is for preliminary site development plan approval for the relocation of the Porsche Beachwood automobile dealership from Chagrin Boulevard to Orange Place. The applicant has provided a preliminary site plan, building plans, and a rendering of the proposed facility. The proposed facility consists of a 57,061 square feet showroom and service facility. The plan also includes a 6,648 square feet detailing building. The principal building will be 34 feet in height. The proposed plan includes three (3) access drives from Orange Place. The northern and southern most drives are to accommodate delivery trucks and car carriers to minimize impacts on the public right-of-way. The center drive is the main customer entry and exit point.

The proposed site plan provides spaces for 161 new and pre-owned vehicles to be displayed on-site. In addition, there is a vehicle display pad, as authorized by the Code, that would accommodate three (3) vehicles to be viewed from I-271.

As can be seen from the attached box score, the site plan exceeds the minimum parking requirement for employees and customers and the building complies with all of the required setbacks. The front parking setback from Orange Place is 20 feet, but that parking setback actually occurs within Orange Village and is not an issue for the Commission. The plan requires a parking setback variance on the north side lot line. It should be noted that a similar parking setback variance on the northerly property line was granted for the prior use on this property because of the shared access drive in that location. A continuation of that variance makes sense. The only other variance requested is to permit the parking stall depth to be 18 feet in lieu of the normally required 20 feet. It should be noted that the Commission has regularly

in the past permitted automobile dealership, because of the unique nature of their product and the need to display vehicles in the parking lot, to have parking spaces that are 18 feet in depth in order to keep the drive aisles that serve both parking spaces and display spaces in alignment. A continuation of that policy makes sense.

It is recommended that the Commission recommend to City Council the granting of preliminary site plan approval with the following stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1131.05 with regard to the minimum required side yard parking setback and Code Section 1144.05(a) with regard to the required minimum parking space dimensions.
2. Granting a variance of 10 feet to Section 1131.05 to permit the northerly side yard parking setback to be 0 feet in lieu of the required 10 feet.
3. Granting a variance of 2 feet to Section 1144.05(a) to permit the minimum parking space depth to be 18 feet in lieu of the required 20 feet.

BEACHWOOD PLANNING COMMISSION

APPLICANT: **UAG Realty, LLC / Porsche Beachwood**

P&Z: 2022-23	**ZONING DATA**		**DATE: 9/16/22**
ZONING STANDARDS	**REQUIRED**	**PROPOSED**	**VARIANCE**
ZONING DISTRICT	U-9	U-9	
MINIMUM LOT AREA	3.0 Acres	6.6 Acres	
MINIMUM LOT WIDTH	500 Feet	675 Feet	
MINIMUM FRONT YARD BUILDING SETBACK	75 Feet	240 Feet	
MINIMUM SIDE YARD BUILDING SETBACK	Height of Building or 34 Feet	South = 98 Feet North = 96 Feet	
MINIMUM REAR YARD BUILDING SETBACK	Height of Building or 34 Feet	116 Feet	
MAXIMUM BUILDING HEIGHT	60 Feet	34 Feet	
MINIMUM LANDSCAPED AREA	5% of land area and 10% of parking areas	TBD with Final Site Development Plan	
MINIMUM PARKING SETBACKS	Front = 35 Feet Sides = 10 Feet Rear = 10 Feet	Front = N/A North Side = 0 Feet South Side = 10 Feet Rear = 54 Feet	**10 Feet North Side Parking Setback**
MINIMUM DRIVEWAY WIDTH	24 Feet	24 Feet	
MINIMUM PARKING STALL DIMENSIONS	9 Ft. x 20 Ft.	9 Ft. x 18 Ft.	**2 Feet Stall Depth**
MINIMUM OFF-STREET PARKING	1 per 400 sq. ft. or 143 Spaces	226 Spaces	

INTRODUCED BY: ORDINANCE NO. 2022-118

AN ORDINANCE ACCEPTING THE PLANNING AND ZONING COMMISSION'S RECOMMENDATION FOR PRELIMINARY SITE DEVELOPMENT PLAN APPROVAL AND GRANTING VARIANCES LOCATED AT 3750 ORANGE PLACE, BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, UAG Realty, LLC on behalf of Porsche Beachwood has requested that the Planning and Zoning Commission recommend to City Council the approval of a Preliminary Site Development Plan and Grant Variances located at 3750 Orange Place, Beachwood, Ohio; and

WHEREAS, the Planning and Zoning Commission, on September 20, 2022, reviewed the request and recommended that City Council approve the Preliminary Site Development Plan and grant the Variances; and

WHEREAS, the approval of both the preliminary and final site plan is contingent on City Council granting the Variance.

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

Section 1: Council accepts the recommendation of the Planning and Zoning Commission made on September 20, 2022 in P&Z Case No. 2022-23 and approves the Preliminary Site Development Plan and grants the following Variances located at 3750 Orange Place, Beachwood, Ohio with the following stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1131.05 with regard to the minimum required side yard parking setback and Code Section 1144.05(a) with regard to the required minimum parking space dimensions.

2. Granting a variance of 10 feet to Section 1131.05 to permit the northerly side yard parking setback to be O feet in lieu of the required 10 feet.

3. Granting a variance of 2 feet to Section 1144.05(a) to permit the minimum parking space depth to be 18 feet in lieu of the required 20 feet.

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

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

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that the project may proceed forthwith; wherefore, this 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 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022, and filed it with the Clerk.

_____
Mayor

CITY OF Beachwood

25325 Fairmount Blvd • Beachwood, Ohio 44122

Phone (216) 292-1914 • Fax (216) 292-1917

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 9/13/2022

OWNER OF BUILDING: UAG Realty, LLC PHONE: (248) 648-2500

STREET ADDRESS: 2555 Telegraph Road

CITY/STATE/ZIP: Bloomfield Hills, Michigan 48302

APPLICANT: John W. Monroe, Esq. PHONE: (216) 523-1500

COMPANY OR FIRM: Mansour Gavin LPA

EMAIL: jmonroe@mggmlpa.com

STREET ADDRESS: 1001 Lakeside Avenue, Suite 1400

CITY/STATE/ZIP: Cleveland, Ohio 44114

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

John W. Monroe - jmonroe@mggmlpa.com

Mike Burns - mburns@penskeautomotive.com

DESCRIPTION OF THE PROPERTY:

ADDRESSS: 3750 Orange Place SUITE #

TENANT NAME: Porsche of Beachwood

PERMANENT PARCEL # 742 - 28 - 003 PRESENT USE: Vacant Land PROPOSED USE: Porsche Dealership

PURPOSE OF APPLICATION: Preliminary Site Plan Approval

NATURE OF THE REQUEST (check as many as apply):

- ☒ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (**must indicate a hardship**):

N/A

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain.

********** (OVER) CONTINUED ON BACK**********

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars ($35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and…

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	Zoning District	**Fee**
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	**$300.00**
(2)	All other Zoning Districts for site development plan review (new building/addition)	**$5,000.00**
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	**$1,500.00**
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	**$750.00**
(5)	Map Amendment	**$2,500.00**

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.

_____	John W. Monroe	9/13/2022
SIGNATURE	PRINTED NAME	DATE

**********OFFICE USE ONLY**********

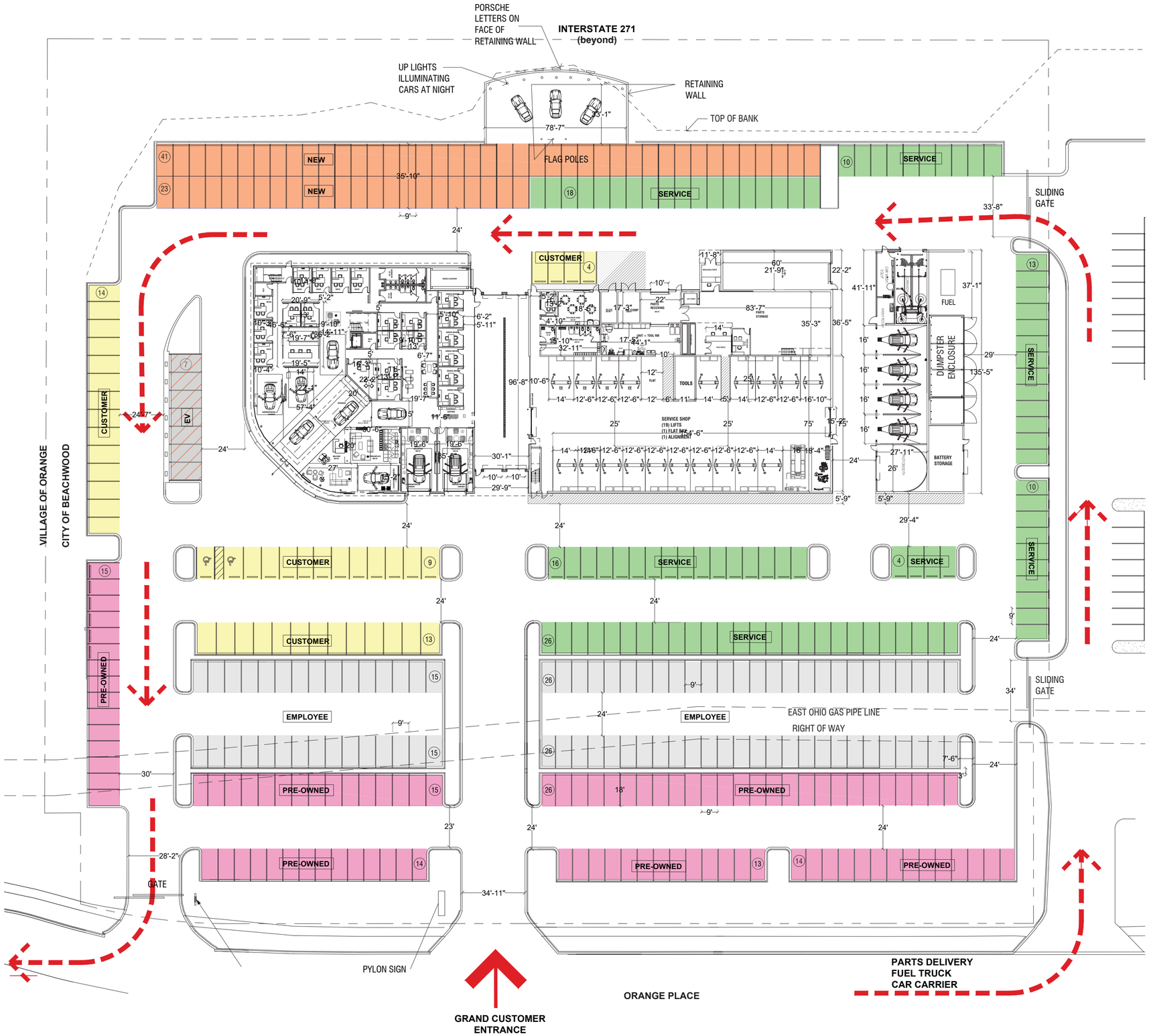
PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT #_____ AMOUNT $_____ DATE PAID _____

Preliminary Approval: _____ Date Final Approval: _____ Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

Building Department
William Griswold, Building Commissioner
Phone (216) 292-1914 • Fax (216) 292-1917



Parking Planogram

	New	64
	Pre-Owned	97
	Service	97
	EV Charging	7
	Customer	40
	Employee	82
	Total	387

PENSKE Automotive

Porsche

0' 40'

DRAWING SCALE: 1"= 40'-0"

Site Plan

(387) PARKING SPACES

BUILDING = 57,061 S.F. (includes parts mezz) DETAIL BLDG = 6,648 S.F.

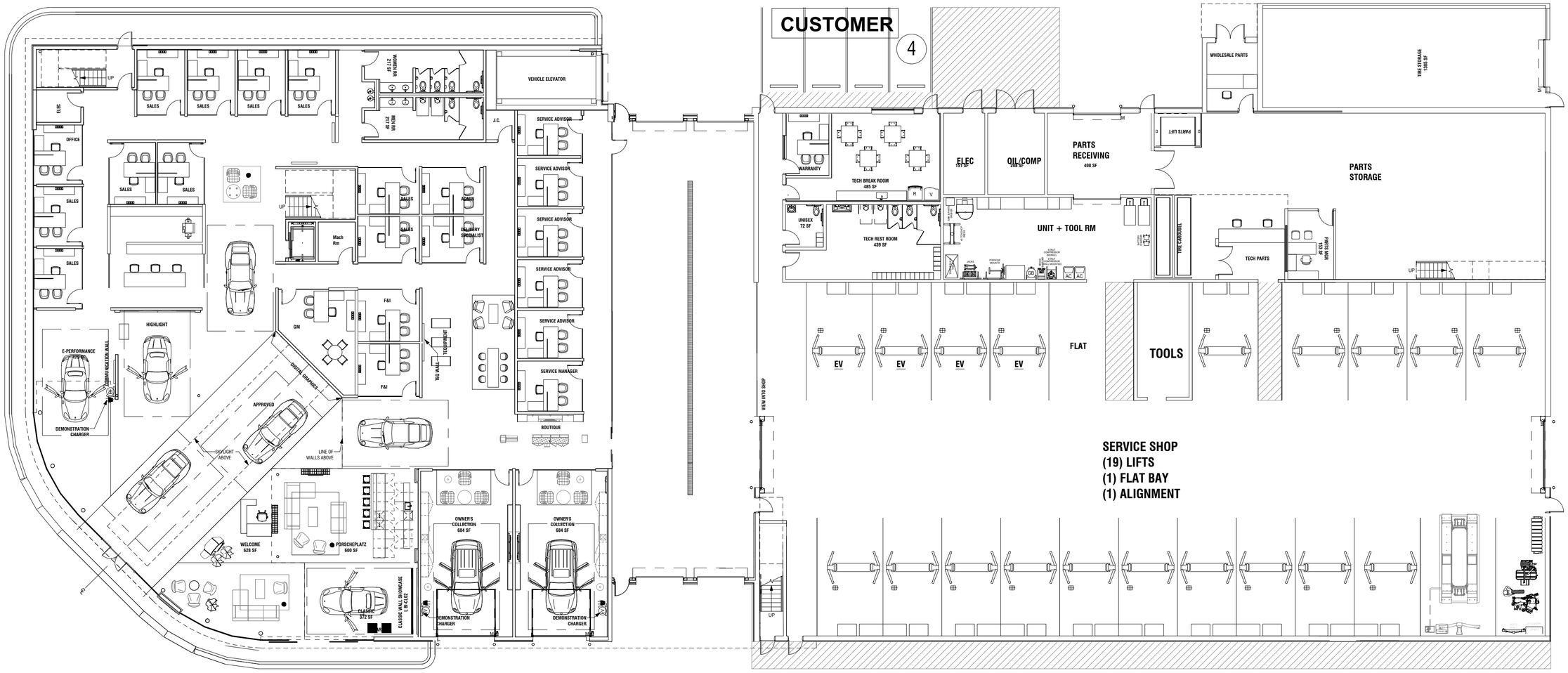
3750 Orange Pl
Beachwood, OH

8/24/2022 3:04 PM

LAST SAVED: 8/24/2022 3:04 PM

C:\Users\013neliya\Penske Automotive Group, Inc\Corporate Construction - Documents\PROJECTS\Porsche Fairfield Inn_Orange Pl_Beachwood\Design Documents\2022-0824\Concept Floor Plans.dwg

NOTE: THE PURPOSE OF THIS DRAWING IS TO CONVEY THE DESIGN INTENT ONLY AND IS NOT TO BE USED AS CONSTRUCTION DOCUMENTS OR FOR PERMITS. COMPLIANCE WITH ALL CODES AND REGULATIONS ARE BEYOND THE SCOPE OF THIS DOCUMENT.



Porsche

38,291 s.f.

3750 Orange Pl
Beachwood, OH

0' 16'

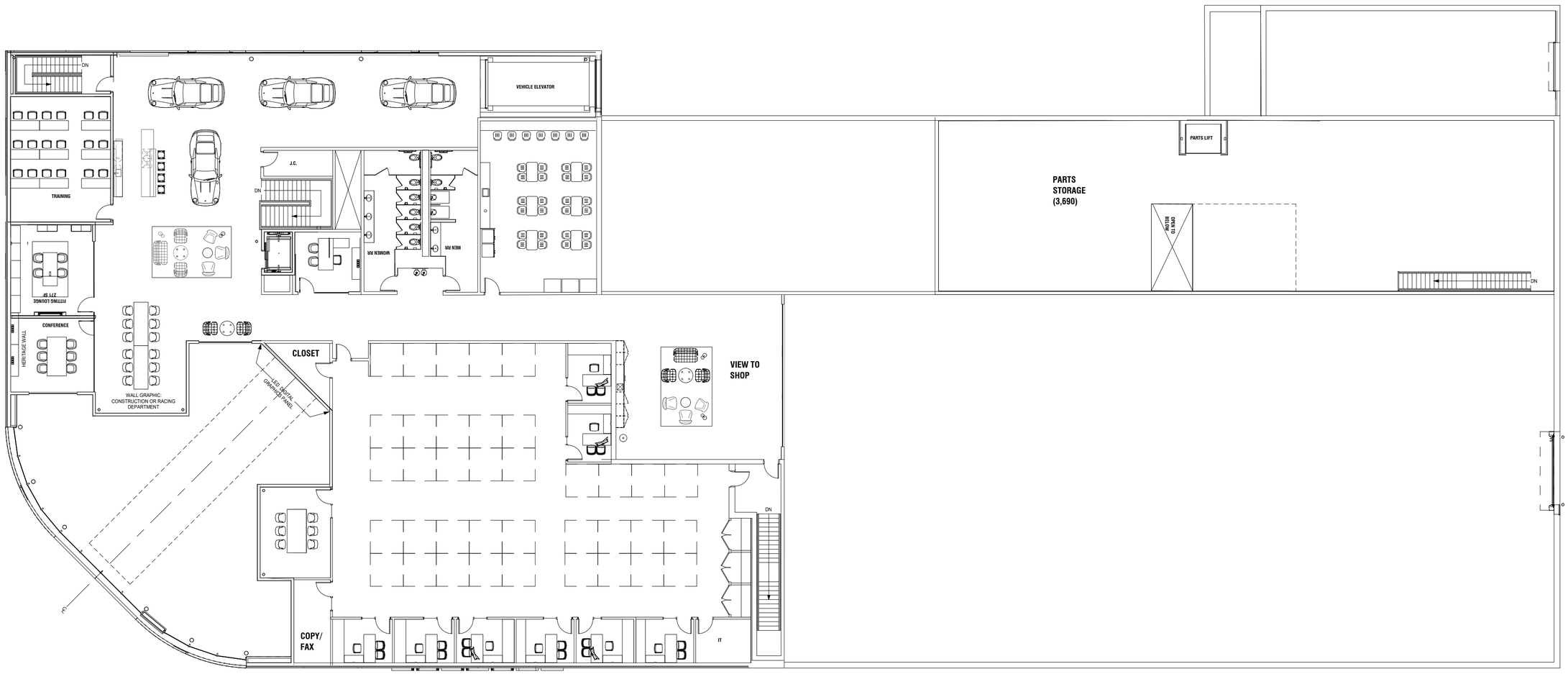
DRAWING SCALE: 1/16"= 1'-0"

8/23/2022 4:08 PM

LAST SAVED: 8/23/2022 4:08 PM

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NOTE: THE PURPOSE OF THIS DRAWING IS TO CONVEY THE DESIGN INTENT ONLY AND IS NOT TO BE USED AS CONSTRUCTION DOCUMENTS OR FOR PERMITS. COMPLIANCE WITH ALL CODES AND REGULATIONS ARE BEYOND THE SCOPE OF THIS DOCUMENT.



Porsche

SECOND FLOOR = 14,980 s.f. + 3,690 s.f. (Parts Mezz) = 18,670 s.f.

3750 Orange Pl
Beachwood, OH

0' 16'

DRAWING SCALE: 1/16"= 1'-0"

8/23/2022 4:08 PM

LAST SAVED: 8/23/2022 4:08 PM

C:\Users\013neliya\Penske Automotive Group, Inc\Corporate Construction - Documents\PROJECTS\Porsche Fairfield Inn_Orange Pl_Beachwood\Design Documents\2022-0823\Concept Floor Plans.dwg

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PORSCHE

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: September 20th, 2022

RE: Council Agenda Item: Green-Bryden Storm Sewer Improvement

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Mayor,

As part of our 5-year sewer program, the city received bids on August 18, for the Green-Bryden storm sewer improvements and CATTS Construction was the low bid at a total of $1,477,847.85. This bid comes in just under the estimated project cost of $1,484,057.50.

This project will be completed in 2 phases with a project time-line of 120 days. Phase 1 will consist of the rebuilding of the stream walls between 3200 Green Road and 3210 Green Road and will begin this fall. Phase 2 will be the installation of an 8'x 3' box culvert that will run adjacent to the existing box culvert. Phase 2 will begin in the spring of 2023. The installation of the new culvert will alleviate road flooding and is necessary for any further sewer improvements on Bryden Road.

The City of Beachwood plans on utilizing NEORSD Community Cost Share Funds along with funding from the County to fully cover this project. Phase 2 of this project will be a 50/50 split with the City of Shaker Heights.

CATTS Construction has completed the Beachwood Boulevard Storm Sewer Relief Project and the Campus Road Waterline Project and we believe they can successfully perform this job. Therefore, it is our recommendation to award CATTS Construction for this project. With your permission, I would like to add this to the next council agenda.

Cc: Whitney Crook

INTRODUCED BY: ORDINANCE NO. 2022-119

AN ORDINANCE ACCEPTING A CERTAIN BID FROM CATTS CONSTRUCTION, INC., FOR THE GREEN-BRYDEN STORM SEWER IMPROVEMENT PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, three (3) bids were received by the Clerk on August 18, 2022, for the Green-Bryden Storm Sewer Improvement Project, pursuant to an advertisement for competitive bidding as required by law; and

WHEREAS, the bid of CATTS Construction, Inc. in an amount not to exceed One Million Four Hundred Seventy-Seven Thousand Eight Hundred Forty-Seven Dollars and Eighty-Five Cents ($ 1,477,847.85), was the lowest and best bid received; and

WHEREAS, the Public Works Director and City Engineer recommend that Council accept the bid of CATTS Construction, Inc. for the Green-Bryden Storm Sewer Improvement Project.

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

Section 1: Based upon the recommendation of the Public Works Director and the City Engineer, the bid of CATTS Construction, Inc., as further outlined in the Memorandum from City Engineer, Joe Ciuni dated September 20, 2022, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", in an amount not to exceed One Million Four Hundred Seventy-Seven Thousand Eight Hundred Forty-Seven Dollars and Eighty-Five Cents ($ 1,477,847.85).

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 Ordinance 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 that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon is 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 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022, and filed it with the Clerk.

_____
Mayor

GPD GROUP®

5595 Transportation Boulevard, Suite 100
Cleveland, Ohio 44125

Phone 216.518.5544
www.gpdgroup.com

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

Sept. 20, 2022

RE: Green-Bryden Storm Sewer Improvements

Dear Mr. Arrietta:

Bids were opened on August 18, 2022, for the above referenced project. Three (3) bids were received and are listed below:

1. CATTS Construction Inc. $ 1,477,847.85
2. Terrace Construction Company $ 1,662,427.90
3. DiGioia Bros. Inc. $ 1,785,118.10

This project is specified to be completed in 120 calendar days. The Engineer's estimate for this project was $ 1,484,057.50

The scope of work for this project consists of storm sewer improvements through the intersection of Green-Bryden Roads. A parallel 8' X 3' concrete box culvert will be installed adjacent to the existing box culvert to relieve roadway flooding. Additional catch basins will be added to the intersection to drain the roadway properly. The downstream channel walls will be rebuilt, and the downstream channel cleaned.

This project will be constructed in phases. Phase 1 will be the rebuilding of the downstream channel walls and construct a new wall to accept the flow from the new culvert. This phase is 100% funded by the City of Beachwood and the work will be completed in 2022.

Phase 2 of the project will be built in 2023 (starting in April). This phase consists of the installation of an 8' X 3' concrete box culvert, parallel to the existing 8' X 3' box culvert, the repair of the existing box culvert, installation of additional street catch basins and the reconstruction of the inlet and the outlet headwalls. This phase is split 50/50 with the City of Shaker Heights and the Cuyahoga County Engineer has granted $150,000.

Summary of Costs (based on the low bid):

1. Phase 1 (Downstream walls) = $ 284,772.00 (100% Beachwood).
2. Phase 2 (new culvert and misc.) = $1,193,075.85
   - $ 150,000 (Cuyahoga County)
   $1,043,075.85 (50/50 split with Shaker)

Total cost for Beachwood = $806,309.93
Total cost for Shaker Hts. = $521,537.92
Total Cost for Cuy. County = $150,000.00

The City of Beachwood applied to the NEORSD for Community Cost Sharing Dollars for their portion of this project. The NEORSD has granted Beachwood $813,979.04 for this project.

The low bid was submitted by CATTS Construction Inc. CATTS is a reputable contractor capable of successfully completing this project. We are familiar with their work, and they have recently completed 2 previous projects for the City.

We hereby recommend the City enter into a contract with CATTS Construction Inc. for the Green-Bryden Strom Sewer Improvements as the lowest and best bid for a not to exceed price of $1,477,847.85

Enclosed herewith is a tabulation of all bids received and the actual bids submitted.

Very truly yours,

GPD Group

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

cc: Mayor Berns
File 2020119.07

GREEN BRYDEN STORM SEWER IMPROVEMENTS

CITY OF BEACHWOOD

BID SUMMARY

18 AUGUST 2022 @ 1:00 PM

Sum of TOTAL $	Column Labels			
Row Labels	CATTS Con	ENGINEER	TERRACE Con	DIGIOIA
ROADWAY	$ 86,340.75	$ 120,133.00	$ 120,840.00	$ 105,400.25
EROSION CONTROL	$ 12,396.00	$ 6,500.00	$ 16,987.00	$ 18,627.50
DRAINAGE	$ 422,283.00	$ 451,545.00	$ 414,862.00	$ 465,529.00
SANITARY SEWER	$ 33,502.00	$ 20,040.00	$ 26,141.00	$ 26,760.00
STRUCTURAL	$ 318,662.00	$ 180,634.00	$ 385,217.00	$ 362,120.75
PAVEMENT	$ 135,728.00	$ 153,000.00	$ 142,120.00	$ 206,312.00
WATERWORKS	$ 256,135.00	$ 152,805.00	$ 266,209.00	$ 210,396.00
TRAFFIC CONTROL	$ 2,190.10	$ 750.50	$ 2,114.90	$ 1,967.60
MAINTENANCE OF TRAFFIC	$ 18,145.00	$ 12,850.00	$ 17,525.00	$ 16,815.00
INCIDENTALS	$ 97,266.00	$ 105,800.00	$ 192,912.00	$ 159,690.00
STONE WALL RECONSTRUCTION	$ 95,200.00	$ 280,000.00	$ 77,500.00	$ 211,500.00
Grand Total	**$ 1,477,847.85**	**$ 1,484,057.50**	**$ 1,662,427.90**	**$ 1,785,118.10**

Exhibit A

BIDDER	BID TOTAL
CATTS CONSTRUCTION, INC.	$1,477,847.85
ENGINEER	$1,484,057.50
TERRACE CONSTRUCTION CO., INC.	$1,582,427.90
DIGIOIA-SUBURBAN EXCAVATING, LLC	$1,785,118.10

CATEGORY	ITEM	DESCRIPTION	ITEM	QUANTITY	UNIT	BIDDER	UNIT $	TOTAL $
ROADWAY	1	CLEARING AND GRUBBING, AS PER PLAN	201	1	LS	ENGINEER	$ 5,000.00	$ 5,000.00
						CATTS CONSTRUCTION, INC.	$ 9,425.00	$ 9,425.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 14,000.00	$ 14,000.00
		CLEARING AND GRUBBING, AS PER PLAN Average				TERRACE CONSTRUCTION CO., INC.	$ 23,654.00	$ 23,654.00
								13919.75
	2	PIPE REMOVED, 24" AND UNDER	202	311	FT	ENGINEER	$ 8.00	$ 2,488.00
						CATTS CONSTRUCTION, INC.	$ 30.00	$ 9,330.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 45.00	$ 13,995.00
		PIPE REMOVED, 24" AND UNDER Average				TERRACE CONSTRUCTION CO., INC.	$ 61.00	$ 18,971.00
							$ 35.80	$ 11,133.80
	3	REMOVAL MISC.: EXISTING CULVERT	202	26	FT	TERRACE CONSTRUCTION CO., INC.	$ 184.50	$ 4,797.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 208.00	$ 5,408.00
						ENGINEER	$ 250.00	$ 6,500.00
		REMOVAL MISC.: EXISTING CULVERT Average				CATTS CONSTRUCTION, INC.	$ 418.00	$ 10,868.00
	4	STRUCTURE REMOVED	202	2	EA		$ 265.13	$ 5,303.25
						ENGINEER	$ 500.00	$ 1,000.00
						CATTS CONSTRUCTION, INC.	$ 731.00	$ 1,462.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 750.00	$ 1,500.00
		STRUCTURE REMOVED Average				TERRACE CONSTRUCTION CO., INC.	$ 1,818.00	$ 3,636.00
							$ 949.75	$ 1,899.50
	5	PORTIONS OF STRUCTURE REMOVED, AS PER PLAN	202	58	SY	TERRACE CONSTRUCTION CO., INC.	$ 56.00	$ 3,248.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 144.00	$ 8,064.00
						CATTS CONSTRUCTION, INC.	$ 255.00	$ 14,280.00
		PORTIONS OF STRUCTURE REMOVED, AS PER PLAN Average				ENGINEER	$ 500.00	$ 28,000.00
							$ 239.25	$ 13,396.00
	6	HEADWALL REMOVED	202	1	EA	CATTS CONSTRUCTION, INC.	$ 963.00	$ 963.00
						ENGINEER	$ 1,500.00	$ 1,500.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 3,075.00	$ 3,075.00
		HEADWALL REMOVED Average				TERRACE CONSTRUCTION CO., INC.	$ 3,689.00	$ 3,689.00
							$ 2,358.75	$ 2,358.75
	7	WALK REMOVED, AS PER PLAN	202	785	SF	TERRACE CONSTRUCTION CO., INC.	$ 1.00	$ 785.00
						CATTS CONSTRUCTION, INC.	$ 1.70	$ 1,334.50
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 2.15	$ 1,687.75
		WALK REMOVED, AS PER PLAN Average				ENGINEER	$ 4.00	$ 3,140.00
							$ 2.21	$ 1,738.81
	8	CATCH BASIN OR INLET REMOVED	202	5	EA	CATTS CONSTRUCTION, INC.	$ 242.00	$ 1,210.00
						TERRACE CONSTRUCTION CO., INC.	$ 395.00	$ 1,975.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 435.00	$ 2,175.00
		CATCH BASIN OR INLET REMOVED Average				ENGINEER	$ 500.00	$ 2,500.00
							$ 393.00	$ 1,965.00
	9	ROADWAY, MISC.: EARTHWORK GRADING	203	1	LS	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 2,835.00	$ 2,835.00
						TERRACE CONSTRUCTION CO., INC.	$ 9,834.00	$ 9,834.00
						CATTS CONSTRUCTION, INC.	$ 10,500.00	$ 10,500.00
		ROADWAY, MISC.: EARTHWORK GRADING Average				ENGINEER	$ 20,000.00	$ 20,000.00
							$ 10,792.25	$ 10,792.25
	10	5" CONCRETE WALK , AS PER PLAN	608	785	SF	TERRACE CONSTRUCTION CO., INC.	$ 8.00	$ 6,280.00
						ENGINEER	$ 8.00	$ 6,280.00
						CATTS CONSTRUCTION, INC.	$ 8.25	$ 6,476.25
		5" CONCRETE WALK , AS PER PLAN Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 10.50	$ 8,242.50
							$ 8.89	$ 6,819.69
	11	REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAVT, CLASS QC MS (APRONS/DRIVES)	451	125	SY	CATTS CONSTRUCTION, INC.	$ 75.00	$ 9,375.00
						TERRACE CONSTRUCTION CO., INC.	$ 104.00	$ 13,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 110.50	$ 13,812.50
		REINFORCED CONCRETE PAVEMENT, MISC.: 6" FIBER REIN. CONC. PAVT, CLASS QC MS (APRONS/DRIVES) Average				ENGINEER	$ 135.00	$ 16,875.00
							$ 106.13	$ 13,263.83
	12	ASPHALT DRIVE REMOVAL AND REPLACEMENT	SPECIAL	30	SY	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 99.35	$ 2,980.50
						CATTS CONSTRUCTION, INC.	$ 105.00	$ 3,150.00
						ENGINEER	$ 200.00	$ 6,000.00
		ASPHALT DRIVE REMOVAL AND REPLACEMENT Average				TERRACE CONSTRUCTION CO., INC.	$ 208.00	$ 6,240.00
							$ 153.09	$ 4,592.83
	13	CONCRETE DRIVE REMOVAL AND REPLACEMENT, AS DIRECTED	SPECIAL	10	SY	CATTS CONSTRUCTION, INC.	$ 81.00	$ 810.00
						TERRACE CONSTRUCTION CO., INC.	$ 90.00	$ 900.00
						ENGINEER	$ 135.00	$ 1,350.00
		CONCRETE DRIVE REMOVAL AND REPLACEMENT, AS DIRECTED Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 169.00	$ 1,690.00
							$ 118.75	$ 1,187.50
	14	PORTIONS OF STRUCTURE REMOVED AND RECONSTRUCTED	SPECIAL	1	LS	CATTS CONSTRUCTION, INC.	$ 5,656.00	$ 5,656.00
						ENGINEER	$ 15,000.00	$ 15,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 15,975.00	$ 15,975.00
		PORTIONS OF STRUCTURE REMOVED AND RECONSTRUCTED Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 21,000.00	$ 21,000.00
							$ 14,407.75	$ 14,407.75
	15	POTHOLING	SPECIAL	4	EA	CATTS CONSTRUCTION, INC.	$ 205.00	$ 820.00
						ENGINEER	$ 1,000.00	$ 4,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 1,150.00	$ 4,600.00
		POTHOLING Average				TERRACE CONSTRUCTION CO., INC.	$ 1,380.00	$ 5,520.00
							$ 933.75	$ 3,735.00
	16	RIGID BULKHEAD	SPECIAL	1	EA	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 335.00	$ 335.00

BIDDER	SUBTOTAL
CATTS CONSTRUCTION, INC.	$1,477,847.85
ENGINEER	$1,494,057.50
TERRACE CONSTRUCTION CO., INC.	$1,662,427.90
DIGIOIA-SUBURBAN EXCAVATING, LLC	$1,785,118.10

CATEGORY	REF	DESCRIPTION	ITEM	QUANTITY	UNIT	BIDDER	UNIT PRICE	SUBTOTAL
[illegible]	16	RIGID BULKHEAD	SPECIAL	1	EA	ENGINEER	$ 500.00	$ 500.00
						CATTS CONSTRUCTION, INC.	$ 681.00	$ 681.00
		RIGID BULKHEAD Average				TERRACE CONSTRUCTION CO., INC.	$ 2,136.00	$ 2,136.00
[illegible]	17	LAWN RESTORATION	SPECIAL	1250	SY		$ 913.00	$ 913.00
						ENGINEER	$ 4.00	$ 5,000.00
						CATTS CONSTRUCTION, INC.	$ 9.00	$ 11,250.00
		LAWN RESTORATION Average				TERRACE CONSTRUCTION CO., INC.	$ 12.50	$ 15,625.00
	18	INLET PROTECTION	SPECIAL	8	EA	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 13.75	$ 17,187.50
							$ 9.81	$ 12,265.63
						CATTS CONSTRUCTION, INC.	$ 191.00	$ 1,146.00
						TERRACE CONSTRUCTION CO., INC.	$ 227.00	$ 1,362.00
		INLET PROTECTION Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 240.00	$ 1,440.00
[illegible]	19	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	601	50	CY	ENGINEER	$ 250.00	$ 1,500.00
							$ 227.69	$ 1,382.56
						TERRACE CONSTRUCTION CO., INC.	$ 115.00	$ 5,750.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 150.00	$ 7,500.00
		ROCK CHANNEL PROTECTION, TYPE B WITH FILTER Average				ENGINEER	$ 150.00	$ 7,500.00
	20	4" CONDUIT, TYPE B, AS PER PLAN, 707.45	611	18	FT	CATTS CONSTRUCTION, INC.	$ 229.00	$ 11,450.00
							$ 161.69	$ 8,050.88
						CATTS CONSTRUCTION, INC.	$ 11.00	$ 176.00
						TERRACE CONSTRUCTION CO., INC.	$ 16.50	$ 264.00
		4" CONDUIT, TYPE B, AS PER PLAN, 707.45 Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 43.00	$ 688.00
	21	6" CONDUIT, TYPE B, AS PER PLAN	611	20	FT	ENGINEER	$ 50.00	$ 800.00
							$ 30.13	$ 482.06
						CATTS CONSTRUCTION, INC.	$ 16.00	$ 320.00
						TERRACE CONSTRUCTION CO., INC.	$ 26.00	$ 520.00
						ENGINEER	$ 55.00	$ 1,100.00
		6" CONDUIT, TYPE B, AS PER PLAN Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 56.00	$ 1,120.00
	22	12" CONDUIT, TYPE B, AS PER PLAN, 708.02	611	27	FT		$ 38.25	$ 765.06
						ENGINEER	$ 105.00	$ 2,835.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 148.00	$ 3,996.00
						CATTS CONSTRUCTION, INC.	$ 206.00	$ 5,562.00
		12" CONDUIT, TYPE B, AS PER PLAN, 708.02 Average				TERRACE CONSTRUCTION CO., INC.	$ 240.00	$ 6,480.00
	23	15" CONDUIT, TYPE B, AS PER PLAN, 708.02	611	46	FT		$ 174.75	$ 4,718.25
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 115.00	$ 5,290.00
						ENGINEER	$ 115.00	$ 5,290.00
						TERRACE CONSTRUCTION CO., INC.	$ 143.00	$ 6,578.00
		15" CONDUIT, TYPE B, AS PER PLAN, 708.02 Average				CATTS CONSTRUCTION, INC.	$ 212.00	$ 9,752.00
	24	18" CONDUIT, TYPE B, AS PER PLAN, 708.02	611	10	FT		$ 148.25	$ 6,727.50
						ENGINEER	$ 160.00	$ 1,600.00
						TERRACE CONSTRUCTION CO., INC.	$ 189.00	$ 1,890.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 210.00	$ 2,100.00
		18" CONDUIT, TYPE B, AS PER PLAN, 708.02 Average				CATTS CONSTRUCTION, INC.	$ 326.00	$ 3,260.00
	25	24" CONDUIT, TYPE B, AS PER PLAN, 708.02	611	13	FT		$ 221.25	$ 2,212.50
						ENGINEER	$ 185.00	$ 2,405.00
						TERRACE CONSTRUCTION CO., INC.	$ 222.00	$ 2,886.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 230.00	$ 2,990.00
		24" CONDUIT, TYPE B, AS PER PLAN, 708.02 Average				CATTS CONSTRUCTION, INC.	$ 415.00	$ 5,395.00
	26	30" CONDUIT, TYPE C, AS PER PLAN, 706.02	611	27	FT		$ 253.69	$ 3,418.88
						ENGINEER	$ 195.00	$ 5,265.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 235.00	$ 6,345.00
						TERRACE CONSTRUCTION CO., INC.	$ 272.00	$ 7,344.00
		30" CONDUIT, TYPE C, AS PER PLAN, 706.02 Average				CATTS CONSTRUCTION, INC.	$ 303.00	$ 8,181.00
	27	CATCH BASIN, NO. 3, AS PER PLAN	611	5	EA		$ 251.25	$ 6,783.75
						ENGINEER	$ 3,350.00	$ 16,750.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 4,300.00	$ 21,500.00
						CATTS CONSTRUCTION, INC.	$ 5,522.00	$ 27,610.00
		CATCH BASIN, NO. 3, AS PER PLAN Average				TERRACE CONSTRUCTION CO., INC.	$ 5,581.00	$ 27,905.00
	28	MANHOLE, NO. 3, AS PER PLAN (60" DIA.)	611	2	EA		$ 4,668.25	$ 23,441.25
						ENGINEER	$ 4,000.00	$ 8,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 6,000.00	$ 12,000.00
						CATTS CONSTRUCTION, INC.	$ 8,071.00	$ 16,142.00
		MANHOLE, NO. 3, AS PER PLAN (60" DIA.) Average				TERRACE CONSTRUCTION CO., INC.	$ 8,628.00	$ 17,256.00
	29	CONDUIT MISC.: 8' X 3' CONDUIT, TYPE A, 706.05	611	250	FT		$ 6,674.75	$ 13,349.50
						CATTS CONSTRUCTION, INC.	$ 1,270.00	$ 330,200.00
						TERRACE CONSTRUCTION CO., INC.	$ 1,277.00	$ 332,020.00
						ENGINEER	$ 1,500.00	$ 390,000.00
		CONDUIT MISC.: 8' X 3' CONDUIT, TYPE A, 706.05 Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 1,500.00	$ 390,000.00
	30	RESIDENTIAL DRAINAGE CONNECTION, AS DIRECTED	SPECIAL	50	FT		$ 1,388.75	$ 368,555.00
						TERRACE CONSTRUCTION CO., INC.	$ 47.00	$ 2,350.00
						CATTS CONSTRUCTION, INC.	$ 50.00	$ 2,500.00
						ENGINEER	$ 50.00	$ 2,500.00
		RESIDENTIAL DRAINAGE CONNECTION, AS DIRECTED Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 90.00	$ 4,500.00
	31	CULVERT CONNECTION AND BULKHEAD	SPECIAL	1	LS		$ 59.25	$ 2,962.50
						CATTS CONSTRUCTION, INC.	$ 1,735.00	$ 1,735.00
						TERRACE CONSTRUCTION CO., INC.	$ 3,619.00	$ 3,619.00

BIDDER	BID TOTAL
CATTS CONSTRUCTION, INC.	$1,477,847.85
ENGINEER	$1,484,057.50
TERRACE CONSTRUCTION CO., INC.	$1,562,427.90
DIGIOIA-SUBURBAN EXCAVATING, LLC	$1,785,118.10

CATEGORY	ITEM	DESCRIPTION	ITEM #	QUANTITY	UNIT	BIDDER	UNIT PRICE	TOTAL
[illegible]	31	CULVERT CONNECTION AND BULKHEAD	SPECIAL	1	LS	ENGINEER	$ 7,500.00	$ 7,500.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 7,500.00	$ 7,500.00
		CULVERT CONNECTION AND BULKHEAD Average					$ 5,088.50	$ 5,088.50
[illegible]	32	6" CONDUIT, TYPE B, AS PER PLAN	611	61	FT	ENGINEER	$ 190.00	$ 11,590.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 260.00	$ 15,860.00
						TERRACE CONSTRUCTION CO., INC.	$ 271.00	$ 16,531.00
		6" CONDUIT, TYPE B, AS PER PLAN Average				CATTS CONSTRUCTION, INC.	$ 352.00	$ 21,472.00
	33	MANHOLE, NO. 3, AS PER PLAN (48" DIA.)	611	1	EA		$ 268.25	$ 16,363.25
						ENGINEER	$ 7,000.00	$ 7,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 8,496.00	$ 8,496.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 8,600.00	$ 8,600.00
		MANHOLE, NO. 3, AS PER PLAN (48" DIA.) Average				CATTS CONSTRUCTION, INC.	$ 10,300.00	$ 10,300.00
	34	MANHOLE ADJUSTED TO GRADE	611	2	EA		$ 8,598.00	$ 8,598.00
						TERRACE CONSTRUCTION CO., INC.	$ 557.00	$ 1,114.00
						ENGINEER	$ 725.00	$ 1,450.00
						CATTS CONSTRUCTION, INC.	$ 865.00	$ 1,730.00
		MANHOLE ADJUSTED TO GRADE Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 1,150.00	$ 2,300.00
[illegible]	35	UNCLASSIFIED EXCAVATION	503	170	CY		$ 824.25	$ 1,648.50
						ENGINEER	$ 40.00	$ 6,800.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 45.00	$ 7,650.00
						TERRACE CONSTRUCTION CO., INC.	$ 60.00	$ 10,200.00
		UNCLASSIFIED EXCAVATION Average				CATTS CONSTRUCTION, INC.	$ 69.00	$ 11,730.00
	36	UNCLASSIFIED EXCAVATION, AS PER PLAN	503	260	CY		$ 53.50	$ 9,093.50
						CATTS CONSTRUCTION, INC.	$ 41.00	$ 10,660.00
						ENGINEER	$ 50.00	$ 13,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 128.00	$ 33,280.00
						TERRACE CONSTRUCTION CO., INC.	$ 156.00	$ 40,560.00
		UNCLASSIFIED EXCAVATION, AS PER PLAN Average					$ 93.75	$ 24,375.00
	37	COFFERDAMS AND EXCAVATION BRACING	503	1	LS	TERRACE CONSTRUCTION CO., INC.	$ 9,137.00	$ 9,137.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 11,000.00	$ 11,000.00
						ENGINEER	$ 15,000.00	$ 15,000.00
						CATTS CONSTRUCTION, INC.	$ 22,000.00	$ 22,000.00
		COFFERDAMS AND EXCAVATION BRACING Average					$ 14,284.25	$ 14,284.25
	38	STEEL PILES, MISC.: HP12X53	507	204	FT	ENGINEER	$ 32.00	$ 6,528.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 85.00	$ 17,340.00
						TERRACE CONSTRUCTION CO., INC.	$ 91.00	$ 18,564.00
		STEEL PILES, MISC.: HP12X53 Average				CATTS CONSTRUCTION, INC.	$ 220.00	$ 44,880.00
	39	DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT	510	102	EA		$ 107.00	$ 21,828.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 28.00	$ 2,856.00
						ENGINEER	$ 30.00	$ 3,060.00
						TERRACE CONSTRUCTION CO., INC.	$ 43.00	$ 4,386.00
		DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT Average				CATTS CONSTRUCTION, INC.	$ 62.00	$ 6,324.00
	40	CLASS QC1 CONCRETE, HEADWALL INCLUDING FOOTING, AS PER PLAN	511	21	CY		$ 42.00	$ 4,284.00
						ENGINEER	$ 1,050.00	$ 22,050.00
						CATTS CONSTRUCTION, INC.	$ 2,200.00	$ 46,200.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 2,310.00	$ 48,510.00
						TERRACE CONSTRUCTION CO., INC.	$ 2,535.00	$ 53,235.00
		CLASS QC1 CONCRETE, HEADWALL INCLUDING FOOTING, AS PER PLAN Average					$ 2,023.75	$ 42,498.75
	41	CLASS QC1 CONCRETE, MISC.: CAST-IN-PLACE CONCRETE FACING	511	24	CY	ENGINEER	$ 525.00	$ 12,600.00
						CATTS CONSTRUCTION, INC.	$ 1,700.00	$ 40,800.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 2,420.00	$ 58,080.00
						TERRACE CONSTRUCTION CO., INC.	$ 2,655.00	$ 63,720.00
		CLASS QC1 CONCRETE, MISC.: CAST-IN-PLACE CONCRETE FACING Average					$ 1,825.00	$ 43,800.00
	42	CONCRETE, MISC.: PRECAST CONCRETE CULVERT SLAB	511	500	SF	CATTS CONSTRUCTION, INC.	$ 54.00	$ 27,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 66.00	$ 33,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 85.00	$ 42,500.00
						ENGINEER	$ 100.00	$ 50,000.00
		CONCRETE, MISC.: PRECAST CONCRETE CULVERT SLAB Average					$ 76.25	$ 38,125.00
	43	CONCRETE REPAIR BY EPOXY INJECTION	512	50	FT	CATTS CONSTRUCTION, INC.	$ 41.00	$ 2,050.00
						ENGINEER	$ 100.00	$ 5,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 121.00	$ 6,050.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 155.00	$ 7,750.00
		CONCRETE REPAIR BY EPOXY INJECTION Average					$ 104.25	$ 5,212.50
	44	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	512	97	SY	ENGINEER	$ 26.00	$ 2,522.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 61.00	$ 5,917.00
						TERRACE CONSTRUCTION CO., INC.	$ 66.00	$ 6,402.00
						CATTS CONSTRUCTION, INC.	$ 70.00	$ 6,790.00
		SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) Average					$ 55.75	$ 5,407.75
	45	TYPE 2 WATERPROOFING	512	105	SY	ENGINEER	$ 25.00	$ 2,625.00
						CATTS CONSTRUCTION, INC.	$ 29.00	$ 3,045.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 55.00	$ 5,775.00
						TERRACE CONSTRUCTION CO., INC.	$ 61.00	$ 6,405.00
		TYPE 2 WATERPROOFING Average					$ 42.00	$ 4,462.50
	46	TYPE 2 WATERPROOFING, AS PER PLAN	512	7	SY	ENGINEER	$ 25.00	$ 175.00
						CATTS CONSTRUCTION, INC.	$ 41.00	$ 287.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 165.00	$ 1,155.00

Exhibit A

BIDDER	TOTAL
CATTS CONSTRUCTION, INC.	$1,477,847.85
ENGINEER	$1,484,057.50
TERRACE CONSTRUCTION CO., INC.	$1,862,427.90
DIGIOIA-SUBURBAN EXCAVATING, LLC	$1,785,118.10

CATEGORY	ITEM	DESCRIPTION	ITEM	QUANTITY	UNIT	BIDDER	UNIT $	TOTAL $
	46	TYPE 2 WATERPROOFING, AS PER PLAN	512	7	SY	TERRACE CONSTRUCTION CO., INC.	$ 181.00	$ 1,267.00
		TYPE 2 WATERPROOFING, AS PER PLAN Average					$ 103.00	$ 721.00
	47	1" PREFORMED EXPANSION JOINT FILLER	516	30	SF	CATTS CONSTRUCTION, INC.	$ 2.70	$ 81.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 5.50	$ 165.00
						TERRACE CONSTRUCTION CO., INC.	$ 6.00	$ 180.00
		1" PREFORMED EXPANSION JOINT FILLER Average				ENGINEER	$ 9.00	$ 270.00
	48	POROUS BACKFILL WITH GEOTEXTILE FABRIC	516	6	CY		$ 5.88	$ 174.00
						ENGINEER	$ 105.00	$ 630.00
						CATTS CONSTRUCTION, INC.	$ 368.00	$ 2,208.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 550.00	$ 3,300.00
		POROUS BACKFILL WITH GEOTEXTILE FABRIC Average				TERRACE CONSTRUCTION CO., INC.	$ 603.00	$ 3,618.00
	49	6" PERFORATED CORRUGATED PLASTIC PIPE	518	10	FT		$ 406.50	$ 2,439.00
						ENGINEER	$ 10.00	$ 100.00
						CATTS CONSTRUCTION, INC.	$ 15.00	$ 150.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 105.00	$ 1,050.00
		6" PERFORATED CORRUGATED PLASTIC PIPE Average				TERRACE CONSTRUCTION CO., INC.	$ 115.00	$ 1,150.00
	50	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	518	5	FT		$ 61.25	$ 612.50
						CATTS CONSTRUCTION, INC.	$ 15.00	$ 75.00
						ENGINEER	$ 20.00	$ 100.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 193.00	$ 965.00
		6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS Average				TERRACE CONSTRUCTION CO., INC.	$ 211.00	$ 1,055.00
	51	STRUCTURE DRAINAGE, MISC.: MIRADRAIN 6000 DRAINAGE SYSTEM OR EQUIVALENT	518	467	SF		$ 109.75	$ 548.75
						CATTS CONSTRUCTION, INC.	$ 7.00	$ 3,269.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 24.25	$ 11,324.75
						TERRACE CONSTRUCTION CO., INC.	$ 27.00	$ 12,609.00
		STRUCTURE DRAINAGE, MISC.: MIRADRAIN 6000 DRAINAGE SYSTEM OR EQUIVALENT Average				ENGINEER	$ 30.00	$ 14,010.00
	52	DRILLED SHAFTS, 30" DIAMETER, AS PER PLAN	524	132	FT		$ 22.66	$ 16,303.19
						ENGINEER	$ 85.00	$ 11,220.00
						CATTS CONSTRUCTION, INC.	$ 340.00	$ 44,880.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 540.00	$ 71,280.00
		DRILLED SHAFTS, 30" DIAMETER, AS PER PLAN Average				TERRACE CONSTRUCTION CO., INC.	$ 592.00	$ 78,144.00
	53	FORM LINER	530	467	SF		$ 389.25	$ 51,381.00
						CATTS CONSTRUCTION, INC.	$ 15.00	$ 7,005.00
						ENGINEER	$ 20.00	$ 9,340.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 31.00	$ 14,477.00
		FORM LINER Average				TERRACE CONSTRUCTION CO., INC.	$ 34.00	$ 15,878.00
	54	RETAINING WALL, TIMBER LAGGING (3 INCH)	530	467	SF		$ 25.09	$ 11,675.59
						ENGINEER	$ 12.00	$ 5,604.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 38.00	$ 17,746.00
						TERRACE CONSTRUCTION CO., INC.	$ 41.00	$ 19,147.00
		RETAINING WALL, TIMBER LAGGING (3 INCH) Average				CATTS CONSTRUCTION, INC.	$ 84.00	$ 39,228.00
	55	FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN	253	580	SY		$ 43.78	$ 26,431.25
						ENGINEER	$ 160.00	$ 108,800.00
						TERRACE CONSTRUCTION CO., INC.	$ 189.00	$ 128,520.00
						CATTS CONSTRUCTION, INC.	$ 197.50	$ 134,368.00
		FULL DEPTH PAVEMENT REMOVAL AND RIGID REPLACEMENT, CLASS QC MS, AS PER PLAN Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 247.00	$ 167,960.00
	55A	NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, 3 INCH, WITH BOND BREAKER	452	680	SY		$ 198.40	$ 134,912.00
						CATTS CONSTRUCTION, INC.	$ 2.00	$ 1,360.00
						TERRACE CONSTRUCTION CO., INC.	$ 20.00	$ 13,600.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 56.40	$ 38,352.00
		NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, 3 INCH, WITH BOND BREAKER Average				ENGINEER	$ 65.00	$ 44,200.00
	56	PIPE REMOVED, 24" AND UNDER (WATER MAIN)	202	240	FT		$ 35.85	$ 24,378.00
						ENGINEER	$ 1.50	$ 360.00
						CATTS CONSTRUCTION, INC.	$ 8.00	$ 1,920.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 12.00	$ 2,880.00
		PIPE REMOVED, 24" AND UNDER (WATER MAIN) Average				TERRACE CONSTRUCTION CO., INC.	$ 104.00	$ 24,960.00
	57	VALVE BOX REMOVED	202	1	EA		$ 31.38	$ 7,530.00
						TERRACE CONSTRUCTION CO., INC.	$ 224.00	$ 224.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 225.00	$ 225.00
						ENGINEER	$ 300.00	$ 300.00
		VALVE BOX REMOVED Average				CATTS CONSTRUCTION, INC.	$ 329.00	$ 329.00
	58	6" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	638	180	FT		$ 269.50	$ 269.50
						TERRACE CONSTRUCTION CO., INC.	$ 179.00	$ 32,220.00
						ENGINEER	$ 195.00	$ 35,100.00
						CATTS CONSTRUCTION, INC.	$ 290.00	$ 52,200.00
		6" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 291.00	$ 52,380.00
	59	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS	638	125	FT		$ 238.75	$ 42,975.00
						TERRACE CONSTRUCTION CO., INC.	$ 224.00	$ 28,000.00
						ENGINEER	$ 250.00	$ 31,250.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 299.00	$ 37,375.00
		12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, BOLTLESS - RESTRAINED JOINTS AND FITTINGS Average				CATTS CONSTRUCTION, INC.	$ 413.00	$ 51,625.00
	60	16" STEEL PIPE ENCASEMENT, BORED OR JACKED, AS PER PLAN	638	75	FT		$ 296.50	$ 37,062.50
						ENGINEER	$ 400.00	$ 30,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 405.00	$ 30,375.00
						CATTS CONSTRUCTION, INC.	$ 548.00	$ 41,100.00
						TERRACE CONSTRUCTION CO., INC.	$ 951.00	$ 71,325.00

BIDDER	BID TOTAL
CATTS CONSTRUCTION, INC.	$1,477,847.85
ENGINEER	$1,484,057.50
TERRACE CONSTRUCTION CO., INC.	$1,662,427.90
DIGIOIA-SUBURBAN EXCAVATING, LLC	$1,785,118.10

CATEGORY	ITEM	DESCRIPTION	ITEM	QUANTITY	UNIT	BIDDER	UNIT PRICE	TOTAL
[illegible]	60	16" STEEL PIPE ENCASEMENT, BORED OR JACKED, AS PER PLAN Average					$ 676.00	$ 43,200.00
	61	20" STEEL PIPE ENCASEMENT, BORED OR JACKED, AS PER PLAN	638	52	FT	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 443.00	$ 23,036.00
						ENGINEER	$ 485.00	$ 25,220.00
		20" STEEL PIPE ENCASEMENT, BORED OR JACKED, AS PER PLAN Average				CATTS CONSTRUCTION, INC.	$ 710.00	$ 36,920.00
						TERRACE CONSTRUCTION CO., INC.	$ 890.00	$ 46,280.00
	62	8" CUTTING-IN SLEEVE, VALVE AND VALVE BOX	638	3	EA		$ 832.00	$ 32,864.00
						ENGINEER	$ 1,700.00	$ 5,100.00
		8" CUTTING-IN SLEEVE, VALVE AND VALVE BOX Average				TERRACE CONSTRUCTION CO., INC.	$ 5,825.00	$ 17,475.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 6,325.00	$ 18,975.00
	63	12" CUTTING-IN SLEEVE, VALVE AND VALVE BOX	638	2	EA	CATTS CONSTRUCTION, INC.	$ 8,550.00	$ 25,650.00
							$ 5,680.00	$ 16,890.00
		12" CUTTING-IN SLEEVE, VALVE AND VALVE BOX Average				ENGINEER	$ 2,500.00	$ 5,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 8,200.00	$ 16,400.00
						TERRACE CONSTRUCTION CO., INC.	$ 9,685.00	$ 19,370.00
	64	FIRE HYDRANT REMOVED, AS PER PLAN	638	1	EA	CATTS CONSTRUCTION, INC.	$ 11,140.00	$ 22,280.00
							$ 7,881.25	$ 15,762.50
		FIRE HYDRANT REMOVED, AS PER PLAN Average				CATTS CONSTRUCTION, INC.	$ 328.00	$ 328.00
						TERRACE CONSTRUCTION CO., INC.	$ 445.00	$ 445.00
						ENGINEER	$ 575.00	$ 575.00
	65	6" FIRE HYDRANT, AS PER PLAN	638	1	EA	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 650.00	$ 650.00
							$ 499.50	$ 499.50
		6" FIRE HYDRANT, AS PER PLAN Average				ENGINEER	$ 5,500.00	$ 5,500.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 7,600.00	$ 7,600.00
						CATTS CONSTRUCTION, INC.	$ 8,251.00	$ 8,251.00
	66	RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED	SPECIAL	2	EA	TERRACE CONSTRUCTION CO., INC.	$ 10,500.00	$ 10,500.00
							$ 7,962.75	$ 7,962.75
		RETAP AND RECONNECT WATER SERVICE CONNECTION, AS DIRECTED Average				ENGINEER	$ 1,000.00	$ 2,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 2,275.00	$ 4,550.00
						CATTS CONSTRUCTION, INC.	$ 2,363.00	$ 4,726.00
	67	ADDITIONAL 6" WATER MAIN FITTINGS, AS PER PLAN	SPECIAL	2	EA	TERRACE CONSTRUCTION CO., INC.	$ 2,425.00	$ 4,850.00
							$ 2,015.75	$ 4,031.50
		ADDITIONAL 6" WATER MAIN FITTINGS, AS PER PLAN Average				CATTS CONSTRUCTION, INC.	$ 638.00	$ 1,276.00
						TERRACE CONSTRUCTION CO., INC.	$ 690.00	$ 1,380.00
						ENGINEER	$ 700.00	$ 1,400.00
	68	PIPE ABANDONDED, 24" AND UNDER (WATER MAIN)	SPECIAL	70	FT	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 1,600.00	$ 3,200.00
							$ 907.00	$ 1,814.00
		PIPE ABANDONDED, 24" AND UNDER (WATER MAIN) Average				TERRACE CONSTRUCTION CO., INC.	$ 24.00	$ 1,680.00
						CATTS CONSTRUCTION, INC.	$ 29.00	$ 2,030.00
						ENGINEER	$ 50.00	$ 3,500.00
	69	CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE	SPECIAL	1	ALLOW	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 75.00	$ 5,250.00
							$ 44.50	$ 3,115.00
		CITY OF CLEVELAND WATER DEPARTMENT CHARGES ALLOWANCE Average				TERRACE CONSTRUCTION CO., INC.	$ 7,500.00	$ 7,500.00
						CATTS CONSTRUCTION, INC.	$ 7,500.00	$ 7,500.00
						ENGINEER	$ 7,500.00	$ 7,500.00
[illegible]	70	GROUND MOUNTED SIGN SUPPORT, NO. 3 POST	630	27.1	FT	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 7,500.00	$ 7,500.00
							$ 7,500.00	$ 7,500.00
		GROUND MOUNTED SIGN SUPPORT, NO. 3 POST Average				ENGINEER	$ 15.00	$ 406.50
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 46.00	$ 1,246.60
						TERRACE CONSTRUCTION CO., INC.	$ 49.00	$ 1,327.90
	71	SIGN POST REFELECTOR	630	1	EA	CATTS CONSTRUCTION, INC.	$ 51.00	$ 1,382.10
							$ 40.25	$ 1,090.78
		SIGN POST REFELECTOR Average				ENGINEER	$ 65.00	$ 65.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 171.00	$ 171.00
						TERRACE CONSTRUCTION CO., INC.	$ 187.00	$ 187.00
	72	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	630	3	EA	CATTS CONSTRUCTION, INC.	$ 193.00	$ 193.00
							$ 164.66	$ 164.66
		REMOVAL OF GROUND MOUNTED SIGN AND REERECTION Average				ENGINEER	$ 85.00	$ 255.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 130.00	$ 390.00
						TERRACE CONSTRUCTION CO., INC.	$ 142.00	$ 426.00
	73	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	630	2	EA	CATTS CONSTRUCTION, INC.	$ 145.00	$ 435.00
							$ 126.50	$ 379.50
		REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL Average				ENGINEER	$ 12.00	$ 24.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 80.00	$ 160.00
						TERRACE CONSTRUCTION CO., INC.	$ 87.00	$ 174.00
[illegible]	74	DETOUR SIGNING	614	1	LS	CATTS CONSTRUCTION, INC.	$ 90.00	$ 180.00
							$ 67.25	$ 134.50
		DETOUR SIGNING Average				ENGINEER	$ 5,000.00	$ 5,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 6,700.00	$ 6,700.00
						TERRACE CONSTRUCTION CO., INC.	$ 7,300.00	$ 7,300.00
	75	PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN	614	8	SNMT	CATTS CONSTRUCTION, INC.	$ 7,517.00	$ 7,517.00
							$ 6,629.25	$ 6,629.25
		PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN Average				ENGINEER	$ 950.00	$ 7,600.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 1,130.00	$ 9,040.00
						TERRACE CONSTRUCTION CO., INC.	$ 1,200.00	$ 9,600.00
						CATTS CONSTRUCTION, INC.	$ 1,266.00	$ 10,128.00
							$ 1,136.50	$ 9,092.00

Exhibit A

GREEN BRYANT STORM SEWER IMPROVEMENTS
CITY OF BEACHWOOD
BID TAB - UNIT $ ANALYSIS
18 AUGUST 2022 @ 1:00 PM

BIDDER	BID TOTAL
CATTS CONSTRUCTION, INC.	$1,477,847.85
ENGINEER	$1,484,057.50
TERRACE CONSTRUCTION CO., INC.	$1,662,427.80
DIGIOIA-SUBURBAN EXCAVATING, LLC	$1,785,118.10

CATEGORY	REF	DESCRIPTION	ITEM	QUANTITY	UNIT	BIDDER	BID UNIT $	BID TOTAL $
[redacted]	76	WATER	616	5	MGAL	ENGINEER	$ 50.00	$ 250.00
						CATTS CONSTRUCTION, INC.	$ 100.00	$ 500.00
						TERRACE CONSTRUCTION CO., INC.	$ 125.00	$ 625.00
		WATER Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 215.00	$ 1,075.00
							$ 122.50	$ 612.50
	77	MAINTAINING TRAFFIC	614	1	LS	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 4,000.00	$ 4,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 4,220.00	$ 4,220.00
		MAINTAINING TRAFFIC Average				ENGINEER	$ 5,000.00	$ 5,000.00
						CATTS CONSTRUCTION, INC.	$ 17,000.00	$ 17,000.00
	78	CONSTRUCTION LAYOUT STAKES AND SURVEYING	623	1	LS		$ 7,555.00	$ 7,555.00
						ENGINEER	$ 3,000.00	$ 3,000.00
		CONSTRUCTION LAYOUT STAKES AND SURVEYING Average				CATTS CONSTRUCTION, INC.	$ 5,091.00	$ 5,091.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 6,000.00	$ 6,000.00
	79	MOBILIZATION	624	1	LS	TERRACE CONSTRUCTION CO., INC.	$ 6,157.00	$ 6,157.00
							$ 5,062.00	$ 5,062.00
		MOBILIZATION Average				CATTS CONSTRUCTION, INC.	$ 25,600.00	$ 25,600.00
						ENGINEER	$ 32,500.00	$ 32,500.00
	80	PRECONSTRUCTION VIDEO	SPECIAL	1	LS	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 78,310.00	$ 78,310.00
						TERRACE CONSTRUCTION CO., INC.	$ 119,585.00	$ 119,585.00
		PRECONSTRUCTION VIDEO Average					$ 63,488.75	$ 63,488.75
						ENGINEER	$ 800.00	$ 800.00
	81	AS-BUILT DRAWINGS	SPECIAL	1	LS	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 1,500.00	$ 1,500.00
						CATTS CONSTRUCTION, INC.	$ 1,500.00	$ 1,500.00
		AS-BUILT DRAWINGS Average				TERRACE CONSTRUCTION CO., INC.	$ 2,860.00	$ 2,860.00
							$ 1,665.00	$ 1,665.00
	82	EX CULVERT STABILIZATION	SPECIAL	1	LS	ENGINEER	$ 1,500.00	$ 1,500.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 2,750.00	$ 2,750.00
		EX CULVERT STABILIZATION Average				TERRACE CONSTRUCTION CO., INC.	$ 5,400.00	$ 5,400.00
						CATTS CONSTRUCTION, INC.	$ 5,600.00	$ 5,600.00
	83	UNDERCUT EXCAVATIONS, AS DIRECTED	SPECIAL	40	CY		$ 3,812.50	$ 3,812.50
						CATTS CONSTRUCTION, INC.	$ 1,275.00	$ 1,275.00
		UNDERCUT EXCAVATIONS, AS DIRECTED Average				TERRACE CONSTRUCTION CO., INC.	$ 13,370.00	$ 13,370.00
						ENGINEER	$ 20,000.00	$ 20,000.00
	84	LANDSCAPE RESTORATION, AS DIRECTED	SPECIAL	1	ALLOW	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 28,300.00	$ 28,300.00
							$ 15,736.25	$ 15,736.25
		LANDSCAPE RESTORATION, AS DIRECTED Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 145.75	$ 5,830.00
						CATTS CONSTRUCTION, INC.	$ 155.00	$ 6,200.00
	85	CONTINGENCY ALLOWANCE	SPECIAL	1	ALLOW	TERRACE CONSTRUCTION CO., INC.	$ 158.00	$ 6,320.00
						ENGINEER	$ 200.00	$ 8,000.00
		CONTINGENCY ALLOWANCE Average					$ 164.69	$ 6,587.50
						TERRACE CONSTRUCTION CO., INC.	$ 10,000.00	$ 10,000.00
	86	UTILITY ALLOWANCE	SPECIAL	1	ALLOW	CATTS CONSTRUCTION, INC.	$ 10,000.00	$ 10,000.00
						ENGINEER	$ 10,000.00	$ 10,000.00
		UTILITY ALLOWANCE Average				DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 10,000.00	$ 10,000.00
							$ 10,000.00	$ 10,000.00
	87	RECONSTRUCT STONE WALLS	SPECIAL	1	LS	TERRACE CONSTRUCTION CO., INC.	$ 15,000.00	$ 15,000.00
						CATTS CONSTRUCTION, INC.	$ 15,000.00	$ 15,000.00
		RECONSTRUCT STONE WALLS Average				ENGINEER	$ 15,000.00	$ 15,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 15,000.00	$ 15,000.00
	88	CLEAN AND CLEAR CHANNEL	SPECIAL	1	LS		$ 15,000.00	$ 15,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 10,000.00	$ 10,000.00
		CLEAN AND CLEAR CHANNEL Average				CATTS CONSTRUCTION, INC.	$ 10,000.00	$ 10,000.00
						ENGINEER	$ 10,000.00	$ 10,000.00
	89	EROSION CONTROL	SPECIAL	1	LS	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 10,000.00	$ 10,000.00
							$ 10,000.00	$ 10,000.00
		EROSION CONTROL Average				TERRACE CONSTRUCTION CO., INC.	$ 15,400.00	$ 15,400.00
						CATTS CONSTRUCTION, INC.	$ 24,000.00	$ 24,000.00
	90	CONTINGENCY ALLOWANCE	SPECIAL	1	LS	DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 113,000.00	$ 113,000.00
						ENGINEER	$ 200,000.00	$ 200,000.00
		CONTINGENCY ALLOWANCE Average					$ 88,166.00	$ 88,166.00
						TERRACE CONSTRUCTION CO., INC.	$ 5,900.00	$ 5,900.00
						CATTS CONSTRUCTION, INC.	$ 19,000.00	$ 19,000.00
						ENGINEER	$ 25,000.00	$ 25,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 42,000.00	$ 42,000.00
							$ 22,975.00	$ 22,975.00
						CATTS CONSTRUCTION, INC.	$ 2,200.00	$ 2,200.00
						ENGINEER	$ 5,000.00	$ 5,000.00
						TERRACE CONSTRUCTION CO., INC.	$ 8,200.00	$ 8,200.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 6,500.00	$ 6,500.00
							$ 4,975.00	$ 4,975.00
						TERRACE CONSTRUCTION CO., INC.	$ 50,000.00	$ 50,000.00
						CATTS CONSTRUCTION, INC.	$ 50,000.00	$ 50,000.00
						ENGINEER	$ 50,000.00	$ 50,000.00
						DIGIOIA-SUBURBAN EXCAVATING, LLC	$ 50,000.00	$ 50,000.00
							$ 50,000.00	$ 50,000.00

Exhibit A

CONTRACT WITH CATTS CONSTRUCTON, INC. FOR THE GREEN-BRYDEN STORM SEWER IMPROVEMENTS PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

This Contract is entered into by and between CATTS CONSTRUCTION, INC., 21223 Aurora Road, Warrensville Heights, Ohio 44146 ("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 **July 19, 2021,** advertised for bids for the work and/or services, hereinafter described, on **July 28, 2022 and August 4, 2022** which bids were due on or before **1:00 o'clock P.M. on Thursday, August 18, 2022,** 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 **October 3, 2022,** at which time Council adopted **Ordinance No. 2022-** 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 as approved by City Council, the Mayor is authorized to enter into this Contract for Green-Bryden Storm Sewer Improvements with the Contractor, in an amount not to exceed One Million Four Hundred Seventy-Seven Thousand Eight Hundred Forty Seven Dollars and Eighty Five Cents ($1,477,847.85).

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

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

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

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

6. Contractor shall provide labor and materials for the Beachwood Boulevard Storm Sewer Improvements 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.

CATTS CONSTRUCTION, INC.	CITY OF BEACHWOOD
By:_____	By:_____
Title:_____	Justin Berns, Mayor
Date:_____	Date:_____

Approved as to form:

_____
Stewart Hastings
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 CATTS CONSTRUCTION, INC.

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: September 20th, 2022

RE: Council Agenda Item: Green-Bryden County Funding Agreement

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Mayor,

The City of Beachwood and the City of Shaker Heights have requested funding from the County for the Green-Bryden Sewer Project and they have agreed to provide $150,000 towards the project. Attached for your review is the agreement with County. With your permission, I would like to add this to the next council agenda.

Cc: Whitney Crook

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE REHABILITATION OF THE GREEN-BRYDEN CULVERT IN THE CITIES OF BEACHWOOD, OHIO AND SHAKER HEIGHTS, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

An ordinance enacted by the City of Beachwood, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY that requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY, in the matter of the hereinafter described improvement.

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights.

NOW THEREFORE, be it ordained by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio;

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construct of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the rehabilitation of Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights.

2. That the MUNICIPALITY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.

3. That the MUNICIPALITY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

2. That the COUNTY shall contribute 50% of the cost of construction and construction engineering and inspection of the project, up to a maximum of $150,000.00, which is determined to be eligible by the Cuyahoga County Engineer's policies. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and

2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and

3. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and

2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and

3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a “Four-way Stop” as provided in the aforesaid Manual are met; and

4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and

5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.

2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. The MUNICIPALITY will make arrangements with and obtain agreements from all privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.

2. That the MUNICIPALITY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.

4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3, and G-4 hereinabove.

2. For the purpose of this Ordinance, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.

4. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.

2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the COUNTY for approval to use County Motor Vehicle License Tax Funds for the improvement.

This Ordinance is hereby declared to be an urgent measure by reason of the need for expediting highway improvements to promote highway safety, and provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed _____, 20____

Attest: _____ _____
Mayor

_____

****

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
City of Beachwood)

I, _____, as Clerk of the City of Beachwood, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the _____ day of _____, 20___, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____day of _____, 20____.

_____
Clerk, City of Beachwood

MUNICIPAL SEAL

lw
Ord_Green-Bryden Culvert Beachwood_8/18/22

August 18, 2022

Honorable Mayor and Council
City of Beachwood
25325 Fairmount Blvd.
Beachwood, Ohio 44122

Re: Rehabilitation of Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights.
County ID 1354

Dear Mayor and Members of Council:

We have evaluated your request for County assistance for improving the above referenced project. We are willing to cooperate to the extent set forth in the enclosed Agreement.

As per the enclosed agreement, the County shall contribute 50% to the eligible costs of construction and construction engineering/inspection, of the project, up to a maximum of $150,000. The City will be responsible for the preparation of plans and specification, including necessary engineering reports, for the supervision and administration of the construction contract, and executing any agreements necessary with the City of Shaker Heights. It is anticipated that this project will be constructed in 2022.

Enclosed herein please find:

1. One (1) copy of an Agreement of Cooperation between the County of Cuyahoga, Ohio, and the City of Beachwood;
2. One (1) copy of an Ordinance of consent; and
3. One (1) copy of Motor Vehicle License Tax Application MPD 1-72.

Please properly execute and return all documents to this office for further processing. Only the bottom portion of the Motor Vehicle License Tax Application (Part E) needs to be filled out. **All copies must contain original signatures (signed in ink–no photocopied signatures, please). Also, the ordinance should bear a municipal seal or certification stamp.** We request that you do not alter the enclosures. Contact Lisa Willey at lwilley@cuyahogacounty.us if you have any questions.

Sincerely,

Eric Mack

Eric Mack, P.E.
Interim Chief Planning and Programming

Cvr LTR_Green-Bryden Culvert_Beachwood_8/18/22
File 1354

AGREEMENT

Between the Cuyahoga County, Ohio and the City of Beachwood for the Rehabilitation of the Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights

This agreement entered into this ____ day of _____, 20__, by and between the County of Cuyahoga, Ohio (the "COUNTY"), and the City of Beachwood (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. _____Adopted by Council of the Beachwood on the _____ day of _____, 20__.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The rehabilitation of Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the rehabilitation of Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights.

2. That the MUNICIPALITY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.

3. That the MUNICIPALITY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

2. That the COUNTY shall contribute 50% of the cost of construction and construction engineering and inspection of the project, up to a maximum of $150,000.00, which is determined to be eligible by the Cuyahoga County Engineer's policies. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and

2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and

3. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and

2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A) (6) Ohio Revised Code; and

3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant

the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and

4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and

5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.

2. That in the event any additional right-of-way is required, the COUNTY will arrange for the acquisition.

G. UTILITIES

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.

2. That the COUNTY will pay the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. The MUNICIPALITY shall cooperate with the COUNTY to, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.

4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such

utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3, and G-4 hereinabove.

2. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.

3. By entering into this Agreement I agree on behalf of the City of Beachwood to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the day and year mentioned above.

City of Beachwood

By: _____
Mayor

County of Cuyahoga, Ohio

By: _____
Armond Budish, County Executive

lw
Agr_Green-Bryden Culvert_Beachwood

TO: THE COUNTY OF CUYAHOGA, OHIO DATE: _____

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

PART A PROJECT DESCRIPTION

MUNICIPALITY: Beachwood ROAD: Green-Bryden Culvert

ROAD NUMBER: _____ PROJECT LENGTH: _____

AVERAGE DAILY TRAFFIC: *(Indicate 12 or 24 hour)*: _____

ACCIDENTS DURING PAST YEAR: Prop. Damage: _____ Pers. Inj.: _____ Fatal: _____

EXISTING PAVEMENT WIDTH: _____ RIGHT OF WAY WIDTH: _____ SPEED LIMIT: _____

RAILROAD CROSSINGS AT: _____

EXISTING BRIDGES OVER 20 FOOT SPANS: _____

PART B PURPOSE AND DESCRIPTION OF WORK

Rehabilitation of Green-Bryden Culvert in the Cities of Beachwood and Shaker Heights.

PART C TRAFFIC CONTROL INVENTORY

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: _____ IF NO, LIST DEFICIENCIES: _____

_____ ARE EXISTING SIGNALS INTERCONNECTED?: _____

NUMBER OF EXISTING: Full actuated signals**: _____ Semi**-actuated signals**: _____**

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: _____

EXISTING PARKING REGULATIONS:

PART D FUNDING

	COST ESTIMATE	PROPOSED FINANCING ($ OR %)				
		LCNS TAX	MUNICIPAL	COUNTY	FEDERAL	OTHER
PRELIMINARY ENGR.						
RIGHT-OF-WAY						
CONSTRUCTION ENGR.						
ROADWAY & PAVEMENT						
STRUCTURES						
OTHER						
TOTALS						

RECOMMENDED FINANCING: _____

PART E MUNICIPAL ACTION

PROPOSED BY: _____ TITLE: Mayor **DATE: _____**

ACTION BY COUNCIL: Ordinance No. **DATE: _____**

CERTIFIED BY: _____ DATE: _____

(Clerk of Council)

CITY OF BEACHWOOD
INTER-OFFICE MEMORANDUM

TO: Alec Isaacson, Council President and Member of the Safety Committee
Eric Synenberg, Council Vice President & Chair of the Safety Committee

FROM: Tina Turick, City Administrator

DATE: September 28, 2022

SUBJECT: **Deer Management Proposal – Precision Wildlife Management LTD**

As a follow up to the Safety and Public Health Committee meeting today, attached is a copy of the nuisance wildlife proposal from Precision Wildlife Management LTD.

The City previously provided the following documents in preparation of our September 28, 2022 committee meeting:

- Deer Management Power Point presentation to City Council – October 4, 2021
- 2021 Residential Deer Survey Summary
- Summary of the 2021 White-Tailed Deer Count – USDA
- Proposal from James Mariano from Precision Wildlife to provide Deer Management Services for the City of Beachwood and the City of Shaker Heights

Also attached is a copy of the Power Point presented today. Mayor Berns and the deer management team would like to work jointly with the City of Shaker Heights and the contractor Shaker Heights has been working with since 2018 - Precision Wildlife Services.

As such, we respectfully request this contract be brought before City Council for consideration on October 3, 2022. The cost of Beachwood's portion of this project is $60,000 (70 deer total between both cities) with the possibility of an additional 30 deer (total between both cities). Should the cities be in a position to cull 100 deer, the City of Beachwood's cost will not exceed $84,000.

Enc:

Cc: Mayor Justin Berns * Members of City Council * Chris Arrietta, Public Works Director
Katherine McLaughlin, Police Chief *Larry Heiser, Finance Director * Stewart Hastings, Law Director
Whitney Crook, Clerk of Council * Jeri Chaiken, CAO Shaker Heights

INTRODUCED BY: ORDINANCE NO. 2022-121

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PRECISION WILDLIFE MANAGEMENT LTD. TO ADDRESS DEER MANAGEMENT ISSUES IN THE CITY OF BEACHWOOD, OHIO, WAIVING COMPETITIVE BIDDING; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor and Police Chief have recommended entering into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management issues in the City of Beachwood, Ohio in an amount not to exceed Eighty-Four Thousand Dollars and No/ Cents ($84,000.00); and

WHEREAS, the City of Shaker Heights has had a deer management program in place since 2016; and

WHEREAS, in 2018 Shaker Heights sought proposals from the USDA and Precision Wildlife Management, Ltd. for a deer culling program; and

WHERAS, Shaker Heights selected Precision Wildlife Management, Ltd. and has used it every year since then; and

WHEREAS, Precision Wildlife Management, Ltd. employs trained snipers with skills, knowledge, experience, and expertise that are unique to a deer culling program with Beachwood and Shaker Heights. For these reasons, competitive bidding is waived.

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

Section 1: Based upon the recommendation of the City Council, the Mayor is hereby authorized to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management issues in the City of Beachwood, Ohio in an amount not to exceed Eighty-Four Thousand Dollars and No/ Cents ($84,000.00), further waiving competitive bidding. A copy of the Nuisance Wildlife Service Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that a Deer Management program may begin as soon as possible; 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 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022 and filed it with the Clerk.

_____
Mayor

Exhibit A

Tina Turick

From: James A Mariano <james.mariano@precisionwildlife.us>
Sent: Monday, September 19, 2022 6:07 AM
To: Justin Berns; Jeri Chaikin; Jeffrey Demuth; Katherine McLaughlin
Cc: Tina Turick; James Mariano - Precision
Subject: Shaker Heights / Beachwood Deer Management Contract 2022-2023
Attachments: Shaker-Beachwood contract 22-23 Final .docx

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

Mayor Berns, CAO Chaikin, Chief Demuth, Chief McLaughlin,

Attached is the contract for the 2022-2023 Deer Management Season for the cities of Beachwood and Shaker Heights for your review. Please contact me if you have any questions. Precision is looking forward to partnering with both cities. Thank you.

Regards,

Jim

Precision Wildlife Management LTD
2598 Morning Star Drive, Hinckley, Ohio. 44233
James A. Mariano, President 216-264-9777

Nuisance Wildlife Service Agreement

This Nuisance Wildlife Service Agreement (the "Agreement") is dated the 1st day of November 2022, by and between The City of Shaker Heights, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights Ohio. 44120, (216) 491-1400 (hereinafter designated the "City"), and The City of Beachwood, an Ohio municipal corporation, 25325 Fairmount Blvd, Beachwood, Ohio. 44122, (216) 464-1070 (hereinafter designated the "City") and Precision Wildlife Ltd., an Ohio limited liability company, 2598 Morning Star Drive, Hinckley, Ohio 44233 (216) 264-9777, ("Precision"), hereinafter designated.

1. Scope of Work:

A. Precision will work with the City of Shaker Heights and Beachwood to address their Deer Management issues.

Precision shall provide the following services:

i. Bait as needed, prior to the commencement of culling activity and throughout the culling season.
ii. Precision will utilize special trail cameras at some of the bait sites.
iii. Coordinate with the Cities, or their designee concerning bait site locations.
iv. Coordinate with the Officer in Charge of both police departments during culling activities.
v. Harvest deer and properly tag the deer carcasses for transportation.
vi. Professionally remove deer carcasses, discreetly field dress deer outside the Cities and the venison will be provided to the needy in the area, in accordance with applicable state law.
vii. Record sex, fetus information and age of deer and report the information to the Department of Natural Resources, Division of Wildlife in a timely manner.
viii. Precision shall fill out the necessary paperwork for both cities to request deer permits from the Department of Natural Resources, Division of Wildlife.
ix. Precision shall complete and provide an End of the Season culling report of both Cities to be forwarded to the Department of Natural Resources, Division of Wildlife by the City.

B. Precision bases this Agreement on the following assumptions:

- Permission from the Cities and residents to cull on City and private property throughout both Cities. Minimum of 5-10 viable bait sites in Shaker Heights. Minimum of 10-15 viable bait sites in Beachwood. (A viable bait site is a site that is easily accessible, multiple deer visit the site regularly, it is and safe to harvest deer in a discrete manner.)
- The culling days will be at the discretion of Precision.
- The services will terminate upon the earlier of:
  - The harvesting of 70 Whitetail Deer or
  - March 31, 2023
- Cities will allow Precision to operate vehicles on paths in parks and median strips.
- Cities will allow Precision to harvest deer from vehicles
- Cities will allow Precision to confirm weapon is sighted in daily at the Service Department salt pile.
- Cities will provide current data on deer calls for service during the past year as well as the number of deer/vehicle collisions and deer carcasses removed by the Cities
- Cities will provide vegetation/biodiversity Plant Study Results if available as well as aerial deer survey, pellet survey or spotlight survey if available
- Cities will also provide information on updated deer management goals
- City will have signed contract with Precision in place by November 1, 2022, in order to start logistics and planning on November 1, 2022. Baiting and culling will start on or about December 1, 2022. Cities will grant permission to Precision to acquire private property and City bait sites. Reasonable efforts will be made to notify neighbors of private property sites that have given permission.
- Cities will allow Precision to choose processor of their choice and donate all venison to persons in need in accordance with applicable state laws

2. Term:

The term of this Agreement shall commence on November 1, 2022 and shall terminate upon the earlier of the harvesting of 70 whitetail deer and completion of the end of the year culling report or March 31, 2023, unless extended in writing by agreement of the parties hereto, or unless sooner canceled of terminated as permitted herein.

3. **Compensation:**

Payment shall be made to Precision by the City of Shaker Heights and the City of Beachwood in the amount of $110,000.00 for services rendered in both Shaker Heights and Beachwood.

- Payment shall be made to Precision by the City of Shaker Heights in the amount of $50,000.00 for services rendered. The City will receive an invoice for $25,000.00 upon signing of contract. The $25,000.00 will be due January 4, 2023. The remaining $25,000.00 will be invoiced upon completion of culling 70 deer or March 31, 2023, and after the submission of the end of the season culling reports.
- Payment shall be made to Precision by the City of Beachwood in the amount of $60,000.00 for services rendered. The City will receive an invoice for $30,000.00 upon signing of contract. The $30,000.00 will be due January 4, 2023. The remaining $30,000.00 will be invoiced upon completion of culling 70 deer or March 31, 2023, and after the submission of the end of the season culling reports.
- Invoices submitted by Precision to the Cities are due within 30 days of receipt.
- Upon the harvesting of 70 deer, a change order may be submitted by the Cities to harvest an additional 10 deer for $16,000.00. Additional change orders may be submitted in increments of 10 deer for a total of 30 additional deer for the culling season.

4. **Oversight and Notices:**

All of the work done under this Agreement shall be performed under the oversight of the cities of Shaker Heights and Beachwood, or their designee. All notices, reports, and invoices required of this Agreement shall be provided to the Cities, or their designee by email or regular U.S. Mail to the City of Shaker Heights, 3400 Lee Road, Shaker Heights, Ohio, 44120 and to the City of Beachwood, 25325 Fairmount Blvd, Beachwood, Ohio, 44122.

5. **Insurance:**

Precision shall provide proof that it and it's employees are covered by, at least $1,000,000 of general liability insurance. Precision shall provide both Cities with a certificate of insurance for such policy. The certificate of insurance shall name the Cities as additional insured. Said certificate of insurance shall also provide that at least ten (10) days written notice shall be given to the cities of any material change in, or cancelation of, said insurance policies.

6. Independent Contractor:

Precision hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of either city. Precision shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to income, unemployment, and workers compensation; and the Cities will not provide, or contribute to any plan which provides benefits, including but not limited to unemployment, insurance, workers compensation, retirement benefits, liability insurance or health insurance. All individuals employed by Precision who provide personal services to the Cities are not public employees under state law.

7. Default:

Should Precision at any time fail in the performance of this Agreement, the Cities shall have the right to immediately, upon notice to Precision, suspend all work or any part thereof under this Agreement until such time as the Cities are satisfied that the work might continue, and/or the Cites may, after three (3) days written notice to Precision, to terminate the Agreement. The election by the Cities to either suspend or terminate this contract, or to refrain from doing so when it may have the right to do so, shall not be considered a waiver by the Cities of any of its rights under this contract or the law, but rather shall be considered additional to any such rights. In the event of the suspension, cancellation or termination of this Agreement by the Cities, the Cities of Shaker Heights and Beachwood agree to pay Precision for any approved work performed on both Cities on behalf for which the Cities of Shaker Heights and Beachwood have made no payment up to the time of said suspension, cancellation or termination.

8. Indemnification:

Precision shall indemnify and save harmless both Cities from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description made brought or recovered against the Cities by reason of any act or omission of Precision, its agents, or employees, in the execution of the work herein contracted for, or in the use by Precision of any equipment or procedures which do not fully comply with the state and federal regulations governing such use.

9. Assignments and Subcontracting:

This Agreement may not be assigned or transferred to any party or firm without the written permission of the Cities of Shaker Heights and Beachwood. To the extent that the Cities grants permissions for the assignment or transfer of this Agreement, the party or firm assuming responsibilities of Precision shall be bound by all the terms and conditions of this Agreement. Precision shall use only its own employees. No subcontractor, and no affiliate, agent or subsidiary of Precision shall perform work without the permission of the Cities.

10. Complete Contract:

This Agreement shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other that herein contained, and this Agreement shall be binding upon all parties.

In witness whereof, authorized representatives of the parties to this Agreement, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

Precision Wildlife Management LTD.

Witnesses:

1. _____
2. _____

Precision Wildlife Management LTD.
By: _____

Printed Name: James A. Mariano
President: _____
Tax ID. No. _____
Date: _____

City of Shaker Heights

Witnesses

1. _____
2. _____

Mayor: David Weiss
Mayor: _____
Date: _____
The sum of $_____ is
on and after (date) _____
in the City Treasury or in the process of
collection, to the credit of Fund# _____,
and not appropriated for any other purpose.

Purchase Order No. _____
Director: _____
John Potts, Director of Finance
Date: _____

Approved as to form:
Director: _____
William M. Ondrey Gruber, Director of Law. City of Shaker Heights

City of Beachwood

Witnesses

1. _____
2. _____

Mayor: Justin Berns
Mayor: _____
Date: _____
The sum of $_____ is
on and after (date) _____
in the City Treasury or in the process of
collection, to the credit of Fund# _____,
and not appropriated for any other purpose.

Purchase Order No. _____
Director: _____
Larry Heiser, Director of Finance
Date: _____

Approved as to form:
Director: _____
L. Stewart Hastings, Director of Law. City of Beachwood

BEACHWOOD CITY COUNCIL
SAFETY AND PUBLIC HEALTH COMMITTEE
WEDNESDAY, SEPTEMBER 28, 2022, 8:30 AM

Eric Synenberg, Chair and Council Vice President
Alec Isaacson, Member and Council President
Danielle Shoykhet, Member
June E. Taylor, Member

Agenda Items

1. Mayor's Report

2. Discussion regarding Deer Management

3. Any other matters coming before the Safety and Public Health Committee

City of Beachwood

MAYOR JUSTIN BERNS - OPENING REMARKS

- BEACHWOOD TEAM
  - Chris Arrietta, Public Works Director
  - Stewart Hastings, Law Director
  - Larry Heiser, Finance Director
  - Kate McLaughlin, Police Chief
  - Tina Turick, City Administrator
- SHAKER HEIGHTS TEAM
  - Jeri Chaikin, Chief Administrative Officer
  - Jeffrey DeMuth, Police Chief
  - William Gruber, Law Director
  - Rob Zimmerman, Council Member (former) and Chair of Shaker's Wildlife Task Force (former)

PRECISION WILDLIFE MANAGEMENT LTD. - James Mariano, President

We believe deer management should be approached from a regional standpoint. Last year, data showed that all but two municipalities surrounding the City of Beachwood have already implemented a Deer Management Program.

City of Beachwood

DOCUMENTS PROVIDED IN ADVANCE

- The Power Point Presented to City Council on October 4, 2021
- 2021 Residential Deer Survey Summary
- Summary of the 2021 White Tail Deer Count – USDA
- Proposal from James Mariano from Precision Wildlife – James will provide additional information regarding the process and his proposal as part of this presentation.

City of Beachwood

PRESENTATION TIMING

- Summary of information provided during the October 4, 2021 Committee Meeting – Tina Turick, City Administrator
- Deer Management Moving Forward – Mayor Berns
- Shaker Heights Presentation – Jeri Chaikin, Chief Administrative Officer and the Shaker Heights representatives
- Precision Wildlife Presentation – James Mariano, President
- Budget Overview – Larry Heiser, Finance Director
- Final Comments
- Questions

Tina will now provide a brief summary of what was previously presented to City Council

City of Beachwood

ASSESSING THE DEER POPULATION

- In 2014, the City of Beachwood participated in an aerial infrared deer count study - $7K
  - The study revealed approximately 157 deer in Beachwood

- In 2021, we entered into a contract with USDA Wildlife Services to perform a deer count in Beachwood - $1400
  - The study estimated approximately 111 – 148 deer in Beachwood
  - 45% North of Fairmount
  - 16% Between Fairmount and South Woodland
  - 39% South of South Woodland

There is a maximum number of deer that an area can support without degradation to the animals health

In a September 17, 2022 Cleveland.com article, it was reported that deer tagged by South Euclid have been found in many surrounding cities, including Beachwood, and some as far away as New York State – deer are migrating much further than once thought

City of Beachwood

DEER MANAGEMENT PROGRAM

- Deer Management starts with a plan

- The plan outlines and details the assessment mechanism used to determine when to take action. Two main topics are taken into consideration:

  - Public Attitude (Residential Deer Survey)
    - Impact and Damage to Landscaping/Gardens
    - Disease and Safety of Residents/Pets

  - Public Safety (Police and Public Works statistics)
    - Motor Vehicle Accidents
    - Deer Dispatched (deceased deer removed)

City of Beachwood

PUBLIC ATTITUDE – RESULTS FROM THE 2021 RESIDENTIAL SURVEY

- With 899 valid responses from 3,245 Beachwood households, the 2021 questionnaire achieved a 99% confidence level
  - 61% indicated that the deer population should be reduced
  - This is up from 48% in the 2018 survey
- Residential Concerns
  - 65% Property Damage
  - 51% Disease
  - 48% Traffic Accidents
  - 33% Safety

City of Beachwood

PUBLIC SAFETY –POLICE DEPARTMENT STATS

- SEPTEMBER – DECEMBER 2021
  - 26 TOTAL DEER REPORTS
    - 11 Motor Vehicle Accidents
- JANUARY – AUGUST 2022
  - 36 TOTAL DEER REPORTS
  - 12 Motor Vehicle Accidents

Presented by Chief Kate McLaughlin

Overview - deer management and experience with program

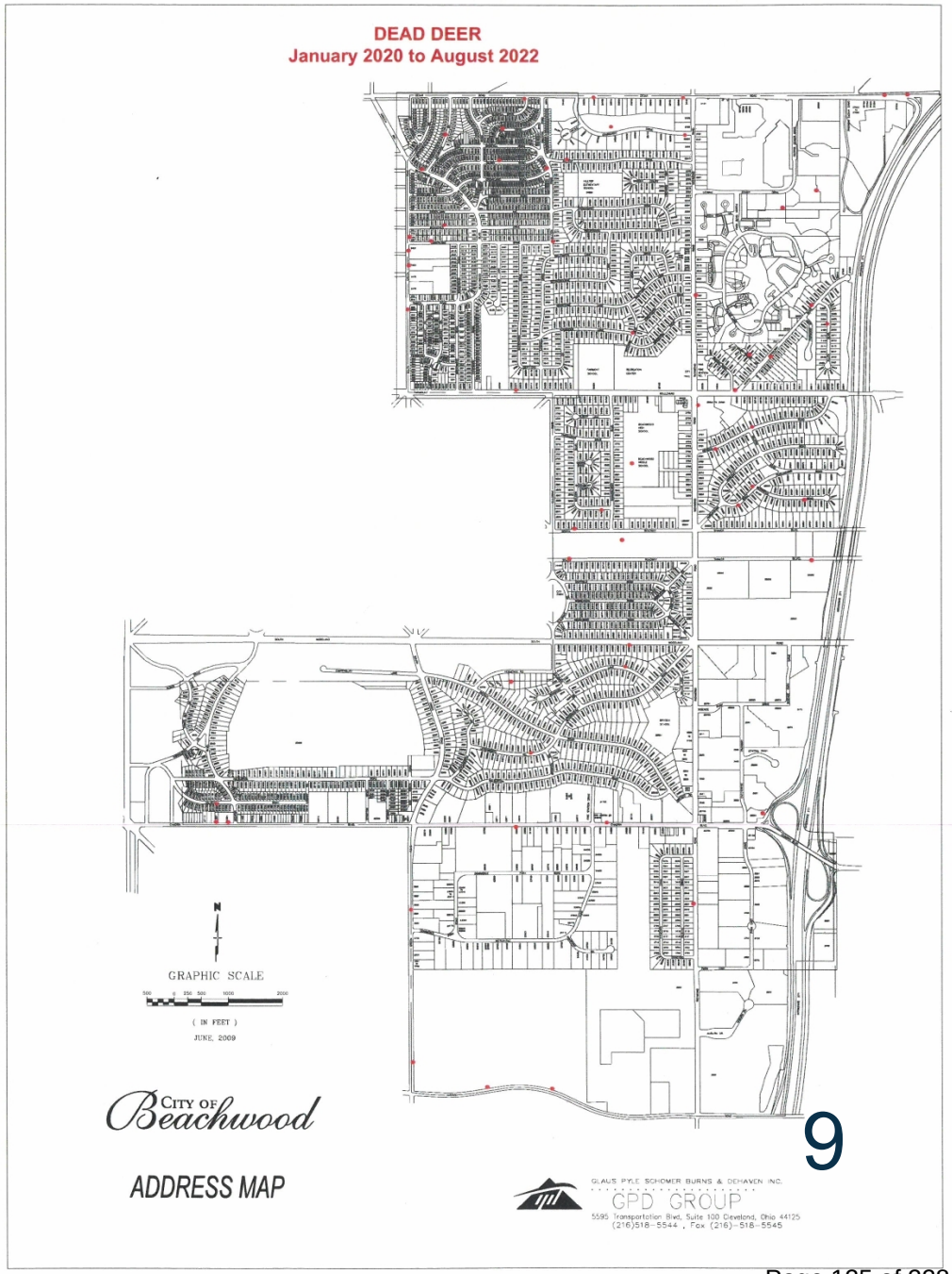
PUBLIC SAFETY - PUBLIC WORKS DEPARTMENT STAT

- DEER PICKED UP BY PUBLIC WORKS
  - 2020 - 27
  - 2021 - 26
  - 2022 – 19 YTD

Presented by Public Works Director Chris Arrietta

Overview- deer management

City of Beachwood



DEER MANAGEMENT PROPOSAL – MAYOR BERNS

- The goal for a deer management program is to:
  - Reduce property damage and risk to public safety; and
  - Promote heard health

- It is NOT to eliminate the deer population

- Moving forward, the City of Beachwood wishes to partner with the City of Shaker Heights
  - They have had a deer management program in place since 2016
  - Last year, we gave them permission to cull on a small portion of the Shaker median in Beachwood

- At this time, I would like to introduce you to Jeri Chaikin, Chief Administrative Officer, to lead the discussion from Shaker Heights

HISTORY – SHAKER HEIGHTS

- Council and resident discussions began in 2010 with ODNR and Animal Control Contractor
- Eastside Wildlife Management Partnership, convened by Mayor Leiken in 2013 with
  - Beachwood
  - Cleveland Heights
  - Lyndhurst
  - Mayfield Heights
  - Pepper Pike
  - South Euclid; and
  - University Heights
    - No agreement for collaboration on deer management

SHAKER HEIGHTS

HISTORY CONTINUED – SHAKER HEIGHTS

- In 2015, Wildlife Task Force (comprised of Shaker Council Members and residents) recommended a deer culling program for 2016/2017 season via sharpshooting
- Each year since then 63% or more respondents to annual resident deer questionnaire want a decrease in the number of deer in Shaker
- Some questionnaire respondents asked Shaker not to cull deer, but in the six years of our culling program only a very few residents have contacted City Hall to express concern

SHAKER HEIGHTS

CURRENT DEER CULLING PROGRAM SHAKER HEIGHTS

- Began with SHPD lieutenants trained as marksmen
- Upon retirement of lead officer, the City sought proposals from the USDA and Precision Wildlife Management LLC (started by retired SHPD lieutenant who led the in-house sharpshooting program)
- Precision was selected for the 2018/2019 season
- Shaker's deer culling program with Precision Wildlife Management is successful due to:
  - All-inclusive and seamless operation
    - ODNR permitting and reporting
    - Deer carcass transportation and processing
    - Fixed cost regardless of time spent to bait, set trail cameras, and and transport
  - Venison donated to local food banks
  - Speedy and discrete removal of deer carcasses

SHAKER HEIGHTS

CURRENT DEER CULLING PROGRAM CONTINUED - SHAKER HEIGHTS

- Thorough end of season culling report
- Coordination with SHPD
- Excellent communication with residents in all encounters
- Above all, Police Chief's confidence in Precision's ability to ensure safety of all involved:
  - Track record of safety above all else
  - Unique knowledge, expertise and a familiarity with Shaker's residents and densely populated suburban environment
  - Precisions' understanding of the culture and expectations o City government and its residents

SHAKER HEIGHTS

SHAKER HEIGHTS / BEACHWOOD DEER MANAGEMENT 2022

PRESENTED BY: JAMES MARIANO, PRECISION WILDLIFE MANAGEMENT LTD.



PRECISION APPROACH

- Safety is our number one priority
- We are committed to efficiently, humanely and discretely harvesting deer
- Based on our training and experience, we look for areas that are easily accessible, discrete and have deer regularly visiting
- After conducting an onsite safety assessment of the area and obtaining written permission from the resident or business, Precision will begin to attempt to pattern the deer
- In late November, Precision will set up a trail camera and begin baiting in December
- Baiting consists of several small piles of corn/apples
- Precision will monitor deer patterns

PRECISION BAITING

- Baiting will take place 2 weeks prior to harvesting, and continue daily
- Corn and apples are strategically located
- Trail cameras are utilized at bait sites to confirm deer movement and predict most efficient times to harvest as well as provide real time information





PRECISION WORK PLAN

- The deer culling season will start the first week of December and will end when the harvesting goal is met or March 31, 2023
- Precision will monitor the trail cameras and when deer are on location, will harvest them
- Once the deer is harvested, it will be tagged in accordance with the law, and brought to a deer processor
- The venison will be donated to needy families
- The Precision team does their best not to harvest deer in front of residents

PRECISION SIGNAGE/NOTIFICATION

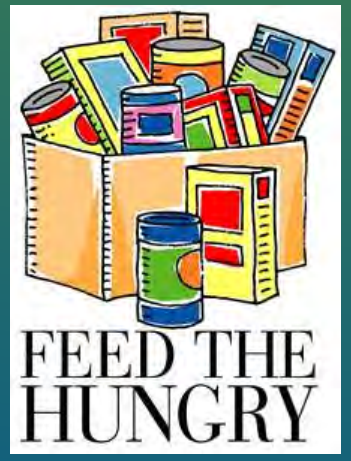
- The Precision team will post signs during harvesting operations
- We communicate with Police Officers in the area, as well as the Police Dispatch
- Area police departments are notified



PRECISION HARVESTING AND PROCESSING

- Deer are harvested, removed and transported to the processor
- Once at the processor, deer are field dressed, and made into ground venison for donation to needy families
- Harvest information is provided to the ODNR





PRECISION WILDLIFE MANAGEMENT LLC

- Precision has harvested over 240 deer throughout the City of Shaker Heights in tight quarters with a significant amount of vehicle and pedestrian traffic for the past 6 years
- Precision understands the need to protect both Shaker Heights and Beachwood's excellent reputation
- We understand the sensitivity and complexity of administering a deer management program
- Precision is looking forward to the opportunity to partner with Shaker Heights and Beachwood

COMBINED DEER MANAGEMENT PROPOSAL FOR THE CITIES OF BEACHWOOD AND SHAKER HEIGHTS

Proposal is based on the following (Beachwood):

- Permission is granted to cull on both city and private property
- A minimum of 10 - 15 viable bait sites
- Contract in place by November 1, 2022 for the 2022-2023 season
- A minimum of 70 deer can be harvested from either Shaker or Beachwood
- City of Beachwood
  - $60,000 – our share of 70 deer
  - Additional change order(s) up to 30 additional deer for both cities – increments of 10
    - $16,000 /10 deer

DEER MANAGEMENT PROGRAM BUDGET
LARRY HEISER, FINANCE DIRECTOR

- Proposal for Beachwood Deer Culling from Precision Wildlife Management LTD
  - Beachwood will be invoiced $30,000 upon signing of the contract – due January 4, 2023
  - Beachwood will be invoiced the remaining $30,000 – upon completion of 70 deer or March 31, 2023 at the latest
  - If it is determined that an additional 30 deer can be harvested, Beachwood and Shaker will be invoiced in increments of 10 for $16,000 - if 30 additional deer are harvested, Beachwood's total additional amount will not exceed $24,000
- Monies will be budgeted and appropriated accordingly

City of Beachwood

FINAL COMMENTS/QUESTIONS

- Precision Wildlife LTD
  - James Mariano, President
- Shaker Heights
  - Jeri Chaikin, Chief Administrative Officer
  - Jeffrey DeMuth, Police Chief
  - Bill Gruber, Law Director
  - Rob Zimmerman, former Member of Council
- Beachwood
  - Kate McLaughlin, Police Chief
  - Chris Arrietta, Public Works Director
  - Stewart Hastings, Law Director
  - Larry Heiser, Finance Director
  - Mayor Justin Berns – Final comments and open up for questions

Beachwood's deer management program will be overseen by our Police Department



City of Beachwood

DEER-MANAGEMENT TIMELINE

Council authorization to enter into a contract with Precision Wildlife LDG	October 3, 2022 – agenda for consideration
Public Outreach/Notification	October 2022
Execution of Contract	Before November 1, 2022
Public Outreach/Notification	November 2022
Public Outreach/Notification	December 2022
Baiting and Culling will Start	On or about December 1, 2022
End of the Year Culling Report	March 31, 2023

City of Beachwood

INTRODUCED BY: ORDINANCE NO. 2022-122

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP FOR TRAFFIC ENGINEERING SERVICES FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Agreement with GPD Group for Traffic Engineering Services, for the City of Beachwood, Ohio in an amount not to exceed Thirty-Six Thousand Dollars and No/ Cents ($36,000.00).

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

Section 1: Based upon the recommendation of the Police Chief, the Mayor is hereby authorized to enter into a renewal contract with Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD Group") for Traffic Engineering Services for the City of Beachwood, Ohio in an amount not to exceed Thirty-Six Thousand Dollars and No/ Cents ($36,000.00) for the period of January 1, 2023 through December 31, 2023, in a form substantially similar to the Proposal for Services that is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that traffic engineering services are readily available to the City and its residents; 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 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022 and filed it with the Clerk.

_____
Mayor

GPD GROUP

September 13, 2022
2022119.19

Katherine McLaughlin
Police Chief
City of Beachwood
2700 Richmond Road
Beachwood, Ohio 44122

Traffic Engineering Services Proposal
2023 Traffic Signal System Management
City of Beachwood, Ohio

Dear Chief McLaughlin,

GPD Group appreciates the opportunity to submit this Traffic Engineering Services Proposal for the ongoing management and monitoring of the City's traffic signal system in Beachwood, Ohio, along with various other traffic engineering services as requested. The following scope is GPD Group's estimate of the tasks needed to manage Beachwood's traffic signal system and respond to City requests:

1. GPD will access the system on a weekly basis to review system operations and ensure all signals are operating as intended. Alert logs will be reviewed and any reported issues will be investigated remotely or through field investigation to determine whether they are still ongoing or have since been resolved.

2. GPD will coordinate any service requests with Signal Service who is the City's current signal maintenance provider. The City will be informed of such requests prior to communicating with Signal Service to ensure that there are adequate funds to pay for such repairs.

3. GPD will review and investigate any requests for timing changes made by City representatives or the public and implement such changes should they be found to be beneficial to the overall traffic flow or address an ongoing issue while not having an adverse impact on others.

4. GPD will attend quarterly traffic meetings with the City of Beachwood and discuss any ongoing issues and areas for improvement. GPD will also provide general reviews and offer feedback for other traffic-related items unrelated to the management of the traffic signal system when requested by City staff or representatives.

GPD Group's Hourly Not to Exceed Fee for the management of Beachwood's traffic signal system and providing traffic engineering services to the above Scope of Work for calendar year 2023 is **$36,000**. These fees include all direct reimbursable expenses that may be incurred by GPD Group as the project progresses such as vehicle mileage, photographs, mailings, etc. Excluded from the fee would be any significant changes to the Scope of Work deemed necessary as the year progresses.

GPD Group appreciates this continued opportunity to offer our professional Traffic Engineering services to the City of Beachwood. If you have any questions or comments regarding the contents of this proposal, please feel free to contact me at (216) 927-8688 or via email at kwestbrooks@gpdgroup.com.

Sincerely,
GPD Group

Kevin Westbrooks

Kevin Westbrooks, PE, PTOE
Project Manager / Traffic Engineer

TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars ($50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio. No action or claim whether in tort, contract, or otherwise shall be brought against GPD more than two (2) years after the completion of the applicable portion of Work.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

SIGNATURE

Client:_____
Name of Firm

Signor Name	Signature
Title	Date

INTRODUCED BY: ORDINANCE NO. 2022-123

AN ORDINANCE AUTHORIZING THE MAYOR TO RENEW A CONTRACT WITH T.A.C. COMPUTER, INC. FOR THE MAINTENANCE OF CAD/RMS AND MOBILE DATA TERMINALS FOR THE CITY OF BEACHWOOD, OHIO POLICE DEPARTMENT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Police Chief has recommended renewing the Contract with T.A.C. Computer, Inc. for the maintenance of CAD/RMS and Mobile Data Terminals for the City of Beachwood, Ohio Police Department, in an amount not to exceed Forty-Three Thousand Seven Hundred Thirty Dollars and Eighty-Eight Cents ($43,730.88).

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

Section 1: Based upon the recommendation of the Police Chief, the Mayor is hereby authorized to enter into a renewal contract with T.A.C. Computer, Inc. in an amount not to exceed Forty-Three Thousand Seven Hundred Thirty Dollars and Eighty-Eight Cents ($43,730.88) for 2023 for the maintenance of CAD/RMS and Mobile Data Terminals for the City of Beachwood, Ohio Police Department. A copy of the Flat Rate Service Agreement is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is hereby declared to be an urgent measure immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to renew this Contract at the earliest time so that the Police Department can continue operating efficiently and in accordance with law for calendar year 2023; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify that this legislation was duly adopted on the 3rd day of October, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022 and filed it with the Clerk.

_____
Mayor

Exhibit A

FLAT RATE SERVICE AGREEMENT

This agreement is made the September 20, 2022 between TAC Computer Inc.
having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Beachwood Police Department

Beachwood Police Department
2700 Richmond Rd.
Beachwood, Ohio 44122

Effective 1/01/2023

ITEMS COVERED

QTY	Description		Total
1	CAD/Records	1004.95	1004.95
1	OLEN Membership	315.18	315.18
1	TAC Document Storage	68.29	68.29
1	LiveScan Interface	12.61	12.61
1	LEADS Interface Service	73.55	73.55
1	MDT Server Support with LEADS	378.42	378.42
1	CAD to MDT Server	123.97	123.97
1	Crime Mapping	26.27	26.27
17	Police Mobile Client with CAD	31.52	535.84
17	Police Mobile Report Writing	8.31	141.27
1	TAC E-Cite Ohio UTC 2022	80.00	80.00
10	Fire MDT Clients	17.86	178.60
17	TAC Mobile mapping	7.89	134.13
1	TAC 911 Mapping	131.33	131.33
10	TAC Fire Mobile mapping	7.89	78.90
1	Report to Web	70.49	70.49
1	BMV Interface	15.95	15.95
	Monthly Total		**$3,497.60**
1	TAC to Fire Records Interface	229.56	229.56
1	Fire CAD Access for Beachwood FD	382.56	382.56
1	TAC Multi-Agency CAD	1,147.56	1,147.56
	Annual Total		**$1,759.68**

Please check desired billing frequency:
[] Monthly [X] Quarterly [ ] Semi-Annual [ ] Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc. Customer:

By: Thomas W Craven Date 09/09/2022 Name _____

Customer's P.O. # _____ By: _____

TAX Exempt. # _____ Title: _____

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of $100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of January 1, 2023 through December 31, 2023. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a $10.00 fee.

ARTICLE 7 – SOFTWARE COPYRIGHT and RESTRICTIONS

TAC represents and warrants it has all necessary licenses required for the system, and Municipality shall not nor allow other parties:

- Modify or merge any portion of System, in whole or in part, without prior written consent of TAC. Any modification or merged portion of System (whether or not authorized) shall be subject to license deemed a derivative work owned by TAC.
- Reverse assembled or reverse compile the System, in whole or in part. The municipality recognizes that the source code for the System comprises highly valuable trade secrets of TAC and TAC desires to prevent disclosure to any third party.
- Use, copy, sub-license, lend, lease or otherwise transfer or permit use of any of the System (or related documentation), or any copy, modification or merged portion, in whole or in part, except as expressly provided by written agreement.

INTRODUCED BY: ORDINANCE NO. 2022-124

AN ORDINANCE ACCEPTING A FY 2021 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE DEPARTMENT OF HOMELAND SECURITY; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood Department of Fire & Rescue submitted a grant application under the FY 2021 Assistance to Firefighters Grant for the purpose of acquiring equipment; and

WHEREAS, the purpose of the Assistance to Firefighters Grant Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the Federal Emergency Management Agency and the Department of Homeland Security have approved the City's grant application under the FY 2021 Assistance to Firefighters Grant Program for a total approved budget amount of Fifty Thousand Dollars and No/Cents ($50,000.00); and

WHEREAS, the City of Beachwood accepts the FY 2021 Assistant to Firefighters Grant (AFG) from the Federal Emergency Management Agency and the Department of Homeland Security; and

WHEREAS, grant funds will be used for the purchase of SCBA equipment for the City of Beachwood Fire & Rescue Department.

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

Section 1: The City hereby accepts the FY 2021 Assistance to Firefighters Grant from the Federal Emergency Management Agency and the Department of Homeland Security in for a total approved budget amount of Fifty Thousand Dollars and No/Cents ($50,000.00).

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

Section 3: This Ordinance is declared to be an urgent measure 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 have said equipment available for use at the earliest time to serve the public safety and welfare; 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 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022 and filed it with the Clerk.

_____
Mayor

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/02/2022

FEMA

Chad Thompson
BEACHWOOD CITY OF
FINANCE DEPARTMENT 25325 FAIRMOUNT BLVD.
BEACHWOOD, OH 44122

EMW-2021-FG-07888

Dear Chad Thompson,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of $55,238.09 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or $2,761.91 for a total approved budget of $58,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

INTRODUCED BY: ORDINANCE NO. 2022-125

AN ORDINANCE APPROVING THE RECOMMENDED AMENDMENTS TO THE CITY OF BEACHWOOD, OHIO CIVIL SERVICE RULES; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, Article VI, Section 3, subparagraph 3 states that all rules promulgated by the Civil Service Commission shall be approved by City Council, and

WHEREAS, the Civil Service Commission has presented City Council with its amended rules for approval.

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 the Beachwood Civil Service Rules as detailed in Exhibit "A", a copy of which is attached hereto and incorporated herein.

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

Section 3: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City; wherefor this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022 and filed it with the Clerk.

_____
Mayor



Rules of the Civil Service Commission

City of Beachwood

Cuyahoga County, Ohio

Adopted by Ordinance No. 2022-

RULES OF THE CIVIL SERVICE COMMISSION

OF THE

CITY OF BEACHWOOD, OHIO

PREAMBLE

Pursuant to the power and authority granted by the Charter of the City of Beachwood, the Civil Service Commission hereby adopts the following amended rules governing the Civil Service Commission of the City of Beachwood effective ~~March 19, 2018~~ _____, 2022.

A. ORGANIZATION AND STAFF

Section 1. Establishment of Commission

A Civil Service Commission is established by the Charter. A member of any commission or board established by the Charter or by the Council conformable to Article VI, Section 1 therein shall be deemed an officer of this City within the meaning of the Charter. The Civil Service Commission members are therefore deemed officers of this City. (Beachwood Charter - Article VI, Section 1)

Section 2. Civil Service Commission; Composition, Vacancy and Removal

In accordance with the Charter, the Civil Service Commission shall consist of three residents of the City not holding any other City office to be appointed by the Mayor to serve staggered terms of six (6) years, with one member's term expiring every two (2) years on January 1, following a regular Municipal election. A vacancy occurring during the term of any member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment. Removal of a member of the Civil Service Commission is governed by Article VI, Section 4 of the Charter. (Beachwood Charter - Article VI, Section 3, 1. and Section 4).

Section 3. Civil Service Divisions; Unclassified and Classified Service

The Civil Service of the City is divided into the unclassified and classified service.

(A) The unclassified service shall include all elected, appointed and employed persons of the City except those included in the classified service.

(B) The classified service shall consist of all Police Officers and Fire Fighters who are appointed and\or promoted by competitive civil Service examination, excluding the Chief and any Deputy Chief of The Police Department and the Chief and any Assistant Chief of the Fire Department, to be known as the safety forces.
Council, by ordinance, shall create each rank in the safety forces and the number of persons to serve in each rank. Such ordinance shall be known as the table of organization. (Beachwood Charter Article VI, Section 3, 1(B))

Section 4. Responsibilities of Commission; Rules

The Civil Service Commission shall make all necessary rules for its procedure, the appointment and promotion of persons in the classified service, independent of the general law of the State of Ohio where permitted to do so, and such other rules as the Commission determines to be necessary. Before any such rules or amendments thereof shall become effective, they shall be approved by City Council and published in writing and publicly posted on the bulletin board in City Hall and shall become effective thirty (30) days after approval by City Council, unless some later date is specified therein.

The Commission shall provide rules for the procedure of the Commission; for standardization and classification of positions; for competitive examinations for qualifications in meeting reasonable and lawful requirements as to age, physical condition and moral character; and for such investigations and rules as may be necessary and proper for the implementation of the Civil Service system for employment, appointment and promotion within the City.

The Commission may amend these Rules or adopt new Rules by a majority vote of the Commission members at any of its meetings, subject only to the approval of City Council. A copy of all proposed amendments to these rules shall be sent to the Chief of each affected department for recommendations prior to passage. A copy of these Rules and a copy of all subsequent Rules or Amendments shall be sent as soon as practicable after adoption to each affected department of the City, and a copy shall be maintained in the

office of the Commission for public inspection.

The Commission shall report its proceedings to the Mayor or Council upon request.

Section 5. Officers; Chairperson

At its first meeting in each calendar year, the Commission shall designate one of its members as chairperson. In case of vacancy before the expiration of the term for which such chairperson is designated, the office shall be filled in a like manner.

The Chairperson shall preside at all meetings of the Commission and shall act as spokesperson for the Commission. The Chairperson shall designate one of the Commissioners to act as Chairperson Pro Tempore during the absence of the Chairperson. If no such designation has been made, the two Commissioners present shall agree who shall act as Chairperson Pro Tempore.

Section 6. Secretary

In accordance with Article III, Section 4 of the Charter, Council shall appoint a Clerk who shall be the Clerk of Council and Secretary of the Planning Commission, Civil Service Commission and of all boards and commissions established by Council. The Clerk shall keep the records of Council and of the boards and commissions of which the Clerk is secretary. The Clerk shall authenticate all records, documents and instruments of the City required by law and perform other duties required by Council. Council may also appoint Assistant Clerks of Council to assist the Clerk and to act in the Clerk's absence. (Beachwood Charter - Article III, Section 4)

In addition to acting as Secretary of the Commission, the Clerk shall perform all other functions necessary for the proper implementation of these Rules and the City Charter and ordinances relating to Civil Service and the provisions of the State law not in conflict therewith and such additional duties as may be assigned from time to time by the Commission.

Section 7. Quorum

Two members of the Commission shall constitute a quorum for the transaction of business, and the concurrence of two members shall be required for any action.

Section 8. Official Signatures

The Chairperson of the Commission, or his or her designee, is authorized to sign all papers and other documents for and on behalf of the Commission. In the absence of the

Chairperson, the remaining two members of the Commission shall have such power.

Section 9. Official Records

The Commission shall keep in the form of minutes, a record of the official actions of the Commission with regard to:

(a) All appointments and promotions,
(b) Lists of all examinations administered with their dates,
(c) Results of all requests for re-grading,
(d) Classifications of positions and changes in classifications,
(e) Appointments of special examiners,
(f) Decisions in all hearings,
(g) Other official business transacted by the Commission.

Copies of eligibility lists, applications, and correspondence shall also be kept by the Secretary and retained in accordance with municipal record retention requirements.

Section 10. Official Roster

A file, to be known as the "Official Roster" shall be kept by the City. This file shall contain the name of every person in the classified service. This file shall show the following with respect to each employee:

(a) Name of the employee,
(b) Address of the employee,
(c) Title of the office or employment,
(d) Date and character of each appointment and each Subsequent change in status, and
(e) Date of examination and listing, grade received and rank of the eligible list.

Section 11. Meetings; Rules of Order; Communications

Meetings of the Commission shall be subject to call of the chairperson or any two members of the Commission. Meetings shall be held in the City Hall as often as may be necessary for the prompt transaction of all business.

All meetings of the Commission shall be open and public, and all persons shall be permitted to attend any meetings of the Commission, except as otherwise provided herein.

The Commission may hold executive sessions to consider the employment of an employee or to hear complaints, unless such officer or employee requests a public hearing.

The Commission also may, at its discretion, exclude witnesses and others.

Except as otherwise provided herein, Robert's Rules of Order - Newly Revised, shall guide the Commission in its proceedings.

Communications and requests to the Commission, insofar as practicable, shall be in writing. The substance of each request and the action of the Commission thereon shall be noted in the minutes.

B. CLASSIFICATION

Section 1. Classification; Investigation; Changes

The Civil Service Commission may from time to time, upon its own motion, make investigation of all positions in the service and propose changes in classification whenever the facts are considered to warrant such action, subject to the requirements of the City's collective bargaining agreements, and the provisions of the City's ordinances governing employment.

C. APPLICATIONS AND APPLICANTS

Section 1. General Requirements; Residency and Citizenship

To the extent permitted by law, the Commission may determine and state in the announcement of each examination whether applicants shall be restricted to residents of the City of Beachwood or other City, County, State, or the United States. The overall policy governing the decision in each case shall be that of securing an adequate number of well qualified applicants.

Unless otherwise limited by law, every applicant for admission to examination for a position in the classified service in the City of Beachwood must be a citizen of the United States, or have legally declared his or her intention of becoming a citizen of the United States and be authorized to work in the United States. Upon filing an application, applicants must present to the City proof of citizenship or proof that the applicant has legally declared his or her intention of becoming a citizen of the United States and authorization to work in the United States.

Section 2. Filing of Applications; Fee; Attachments

Applicants must fill out, and sign the blank form of application furnished by the Commission. The applicant must file a completed application form giving fully, truthfully, and accurately all information required. An applicant’s notarized signature certifying as to the truth and completeness of the information contained in the application shall be required

on each application.

The Secretary may refuse to accept any incomplete application that is not fully completed or that does not contain all required information or attachments as set forth in the examination notice. All applications, when completed and filed, become the property of the Commission and thereafter may not be returned to the applicant. The Commission may impose a reasonable fee for the processing of applications and may provide for waiving such fee based on evidence of inability to pay as determined by the Commission.

Applications must be received at the office of the Commission not later than 4:00 p.m. on the last day for filing as posted on the official bulletin board of the Commission. Applications will be subject to amendment not later than 4:00 p.m. of the last day for filing. Burden of proof of meeting application and filing requirements shall lie with the applicant. In case of any dispute as to the time of filing, the Secretary's official time recorded on the application shall be conclusive.

The time for filing applications may be extended or reopened by the Commission and as the needs of the service require, provided notice is immediately posted on the bulletin board in City Hall and by such other manner provided at D. Section 3 herein for examination notices as is designated by the Commission.

All applicants for original entry level appointment as a firefighter\paramedic or police officer must attach a copy of his\her valid state drivers' license and a copy of his\her high school diploma or G.E.D. certificate to the application at the time of filing. All applicants for original entry level appointment as a firefighter\paramedic must also attach a copy of his\her valid state Paramedic certification card **or proof of current enrollment in a Paramedic Program** to the application at the time of filing.

Section 3. Initial Application Requirements; Moral Character Certificates; EMT-Paramedic Certification; Ohio Driver's License

Applicants for original entry level appointments must furnish satisfactory proof of being a person of good moral character, of correct and orderly deportment, and of temperate and industrious habits by certificates of not less than four reputable citizens of their state of residence, not holding any public office or position in any political party organization, each certifying that he or she has been personally acquainted with the applicant for at least two years and believes the applicant to be of good moral character, of temperate and industrious habits and in all respects qualified for the contemplated service, and that each such citizen is willing that such certificate shall be made public. Additional certificates of character may be required in any case at the discretion of the Commission. All statements submitted by an applicant as to his\her character and fitness shall be attached to the application at the time of filing and may be subject to investigation by the Commission.

In order to be eligible to apply for entry level testing to become a Beachwood firefighter\paramedic, the applicant must provide proof that he\she holds a current EMT-Paramedic certification issued ~~by any state~~ **through the State of Ohio**. Any applicant without such certification shall not be permitted to apply for the position.

Any non-resident holding a current EMT-Paramedic certification from another state may be permitted to present a current EMT-Paramedic certification from the State of Ohio within three months of eligibility.

If an applicant is offered employment with the City and is a non-resident holding a valid out of state driver's license the applicant will be permitted to present a current driver's license from the State of Ohio within sixty days of appointment.

Section 4. Physical and Mental Requirements; Age

To be eligible for open competitive appointment as a police officer or firefighter\paramedic, the applicant shall be physically and mentally capable of performing the duties of the position. Upon the determination of the Commission, a physical agility test must be passed either 1) prior to sitting for the open competitive examination or 2) prior to the time that an applicant's name appears on an eligibility list**. For appointment as a police officer,** a psychological interview**,** testing and/or evaluation may be required prior to the interview with the Civil Service Commission. **For appointment as a firefighter/paramedic, a psychological interview, testing and/or evaluation may be required after a conditional entry-level employment offer is made and prior to appointment.** An applicant **for police officer and firefighter/paramedic** must pass a physical examination after a conditional entry-level employment offer is made.

To the extent permitted by law and reasonably related to the requirements of the position, the job description for any particular position may include further requirements regarding physical and mental condition.

To file an application, an applicant for an open competitive appointment as a firefighter\paramedic must have attained his\her eighteenth birthday and shall not have obtained his\her thirty-~~first~~ **fifth** birthday and an applicant for an open competitive appointment as a police officer must have attained his\her twenty-first birthday and shall not have obtained his\her thirty-fifth birthday. On the date of an open competitive appointment, an applicant for the position of firefighter\paramedic to be eligible shall not have attained his\her thirty-~~first~~ **fifth** birthday and an applicant for the position of police officer to be eligible shall not have attained his\her thirty-fifth birthday. Such age requirements shall be governed by the general law of the State of Ohio. On the date of a lateral appointment, the applicant for the positions of firefighter/paramedic and police officer shall not have attained his/her ~~forty-first~~ **thirty-fifth** birthday.

Section 5. Physical and Medical Examinations

Physical and medical examinations by a physician designated by the City shall be required after a conditional employment offer is made to an applicant for original entry level appointment. If a candidate for a lateral transfer has completed employment examinations within one (1) year of the City's conditional offer, the Commission may accept the examinations in lieu of requiring new examinations. Such physical examination requirements shall be governed by the general law of the State of Ohio.

Section 6. Non-Acceptance\Rejection of Applicants; Withholding or Removal of Names from Eligibility List

a. lacks any of the minimum qualifications set forth in the examination notice;

b. does not meet the medical or physical requirements of the position for which appointment is sought;

c. has made false statement(s) in his\her application with regard to any material fact or has practiced or attempted to practice any deception or fraud in his/her application or examination, in securing his\her eligibility, or appointment or promotion;

d. was previously in the Classified City Service in the same or any other type of employment and was removed for cause or did not resign in good standing;

e. has used or attempted to use any political pressure to further his\her eligibility for appointment or promotion;

f. is addicted to the use of intoxicating liquor or narcotics or habit forming drugs or gambling;

g. had been convicted of a felony or misdemeanor within the last seven years, or admitted to criminal activity determined to have a direct relationship to the position for which application is made, except that conviction of a felony shall automatically disqualify an applicant for any law enforcement officer position. Such rejection shall take into consideration the seriousness of the offense, the age of the offense, and the age of the applicant at the time of its occurrence;

h. has been dismissed from previous employment for delinquency or misconduct;

i. refuses to furnish all information required to complete the application;

j. is knowingly a member of any subversive organizations, or who is knowingly a member of any organization which to his\her knowledge, now advocates the overthrow of the government of the United States or of this State by force or violence or other unlawful means, or who now advocates the support of a foreign government against the United States in the event of hostilities;

k. refuses to execute any oath, as prescribed by law;

l. fails to be present for fingerprinting;

m. has assisted in preparing, conducting or scoring any examination for which the candidate applies or who has in any other manner secured confidential information concerning such examination which might give him\her an unfair advantage over other applicants on the examination;

n. fails to be present for or fails to pass the physical and\or medical examination;

o. a written request from the applicant that his\her name be removed from the eligibility list;

p. failure to appear for a scheduled interview or to schedule an interview or other required appointment within the time period stated in the notice to do so, unless said applicant is on the promotional list and shall have specifically waived his\her right to a promotional appointment;

q. in any case where the Commission finds that an applicant is or has in any manner become disqualified for the position for which he\she is listed, in accordance with these Rules;

r. failure to notify the Secretary of changes in address;

s. appointment to a permanent position through certification from an eligible list for an equivalent or higher rank;

t. in the case of promotional lists, upon separation, other than layoff from City service;

u. failure to pass the polygraph examination or voice stress truth verification test for positions in the Department;

v. failure to pass a pre-employment interview or background investigation, the purpose of which is to determine if the applicant had the background and ability to function as an effective police officer or firefighter-paramedic;

w. failure to notify the Commission of receiving other employment or no longer being interested in seeking employment with the City for any other reason;

x. has applied for a Lateral Transfer position in the last five (5) years.

D. EXAMINATIONS

Section 1. Types of Examination

Examinations shall be of three kinds:

(a) Open competitive (entrance) examination
(b) Lateral Examination
(c) Promotional examination.

Both the Open Competitive and Lateral Examinations may be collectively referred to herein as "original entry level appointment." Examinations shall be oral and\or written and of such a character and relate to such matters as will in the opinion of the Commission fairly test the relative fitness of the persons examined to discharge the duties of the positions to which they seek appointment.

All applicants for open competitive appointment receiving at least a minimum passing score **of 70%** on the written examination, as determined by the Commission, must pass a physical agility test if passing such test was not required prior to application. Based upon the ranking of scores on the written or other initial portion of the examination, sufficient applicants in the opinion of the Commission to meet anticipated requirements of the Mayor shall then be required to continue with the remaining portions of the examination process, including the oral interview, prior to being ranked on the final eligibility list. Such applicants may be required to complete psychological testing and evaluation. The Commission may establish a rule to permit the addition of departmental points to be awarded by the Chief of the department to be added to the final examination grade for those applicants who have received a passing score on the written examination and are among those chosen to continue with the remaining portions of the examination process.

Promotional applicants receiving at least a minimum passing score **of 70%** on the written examination may be required to complete psychological testing and evaluation.

Section 2. Separate Examinations and Eligibility List for Police and Firefighter\Paramedics

Separate examinations shall be given and separate eligibility lists maintained by the Civil Service Commission for original entry level appointments to and promotions in the Fire and Police Departments. No person may be transferred from one list to the other. Original entry level **a**ppointments and promotions in said departments shall be only from the separate eligibility lists maintained for each of said departments. Transfers of personnel from one department to the other are hereby prohibited.

Section 3. Examinations; Public Notice

Whenever the Mayor requests that the Commission certify names from an eligibility list for a vacant position for an entry-level position in the safety forces or for a position in the safety forces above the lowest grade, the Commission shall conduct an examination to create an eligibility list, if no such list exists for such position. For entry level examination, an eligibility list will be valid for one (1) year and no more than (2) years unless the Commission determines that the list is no longer valid after less than one (1) year due to lack of adequate, well qualified applicants. For positions above the lowest grade, a list shall be valid for not less than one (1) nor more than two (2) years. At any time after the first year but before the end of the second year, the Commission may determine that the list is no longer valid. All examinations will be conducted within sixty (60) days of the Mayor's request for certification of names from an eligibility list when one is required, or as soon thereafter as is practical. The Commission may conduct an open competitive examination, a lateral examination, or both. Each type of examination will have its own separate and independent eligibility list.

Examinations shall be held under the direction of the Commission at such places as the Commission deems advisable. Public notice of the time and place of every examination shall be given at least 30 days prior to the date thereof on the bulletin board in City Hall. In addition, copies of said notices shall also be posted in the department for which the test is to be given.

Notice of all open competitive examinations shall be published in one or more newspapers of general circulation in the area from which applicants will be permitted to apply, as indicated by the Commission in its announcement. Examination notices may also be given in other written, printed or electronic form as designated by the Commission. Such notices shall also contain any other information relating to the scope of the examination, the weights to be attached to the respective subjects, the qualifications of the applicants, and such other information as the Commission may deem proper.

Section 4. Development of Examination

Examinations shall be of such character and relate to such matters as will fairly test the relative fitness of the persons examined to discharge the duties of the positions to which they seek appointment. All examinations shall be based on objective and approved examination methods. Examination shall be conducted under the supervision of the Commission, and when necessary and advisable, Special Examiners may be designated by the Commission to assist in the conduct of the same.

Section 5. Safeguarding of Examinations; Candidate Identification Number

At the time of filing his/her application, each candidate shall be assigned an identification number by the Secretary of the Commission. All examination papers submitted by applicants shall contain their number only, and any paper bearing the name of an applicant or other identification mark shall be rejected and the applicant shall be notified of disqualification.

Section 6. Marking or Score; College Credit; Interviews; Ranking on Eligibility List

Prior to the administration of an examination the Commission shall determine (i) the overall passing score; (ii) what percentage of the passing score shall be determined by each element of the examination; and (iii) any minimum passing score for each section of the examination. No credit shall be given for residency. ~~However, the Commission may provide that not more than one percent (1%) of the final score be added to the final grade of any person who holds a valid, current certification as a peace officer through the Ohio Peace Officer Training Commission in the State of Ohio (original open competitive police officer examination only),~~ Not more than one percent (1%) of the final score be added to the final grade of any person with a two (2) year college degree from an accredited college or university or not more than two percent (2%) of the final score be added to the final grade of any person with a four (4) year college degree from an accredited college or university, provided that the applicant has obtained at least the minimum passing grade on the written or other initial examination and further provided that copies of the applicants' college transcripts showing the degree are attached to the application at the time of filing the same. No applicant shall receive more than two percent (2%) total added to their scores for college degrees.

The Commission may also provide that no more than three percent (3%) be added to the scores of applicants who have completed at least one hundred and eighty (180) days of active duty U.S. military service, have received an honorable discharge, and have obtained at least the minimum passing score on the written or other initial examination, and further

that the applicant has provided discharge documents or other proof of honorable U.S. military service.

No applicant can receive more than five percent (~~6%~~ **5%**) total added to their scores for College/Military/Certification credit. No college or military credit will be added for lateral examinations. The Commission may contract with others to assist in the examination or evaluation of applicants.

All marking shall be in accordance with the weights for the respective subjects established by the Commission and any outside Examiner. Each portion of the examination process must be passed or completed prior to proceeding to the next portion.

The Commission shall have the absolute discretion to limit the number of interviews of applicants, based upon their ranking scores, depending upon the number of open positions to be filled. Therefore interviews may be conducted when and if they are deemed required by the Commission. Upon completion of any additional interviews, the Commission will incorporate scores for Interviews, Departmental Evaluations and College/Military/Certification, as otherwise provided in these Rules, and place said applicants on the eligibility list in their order of ranking based upon the final scores.

Section 7. Inspection of Papers; Applicant's Right to Object

Any applicant for an examination who objects to the examination shall file a written notice of objection with the Secretary of the Commission as soon as reasonably possible, but not later than ten (10) days prior to the examination. Any applicant who objects to the conduct of the written or any other portion of the examination shall file a written objection or protest with the Secretary of the Commission as soon as reasonably possible after the written or other initial examination, but not later than five (5) days after the administration of the written or other initial portion of the examination. Any applicant for an examination who objects to a question or the scoring on the written or other initial portion of the examination shall file a written objection or protest within five (5) days after the results of the written or other initial examination are posted.

Any applicant for an examination who objects to or the final ranking after the examination process is completed shall file an objection with the Secretary of the Commission as soon as reasonably possible, but not later than five (5) days after the final ranking is posted.

Any applicant shall have the right, at any time within the period of five days after the results of the written or other initial examination are posted, to review his\her own answer sheets and inform himself\herself as to the markings given him\her on each subject

or question and to submit in writing for the Commission's consideration, any objections or protest the applicant may wish to make concerning a question or the scores given the applicant.

No objection or protest concerning an examination, not submitted in writing, shall be considered unless it relates to the conduct of examiners, the securing of unlawful assistance by a competitor or such other circumstances in connection with an examination as would call for an investigation on the part of the Commission, and which would require that the information submitted be given in confidence.

An applicant who exercises the right to inspect the examination papers shall not be permitted to take an examination again for the same classification within a six month period following the inspection, unless an alternate form of examination is given. Inspection of standardized tests prepared by experts outside the City shall not be permitted, where such inspection would tend to reduce the validity of test results.

The Commission will consider the objections and take such action as the circumstances warrant, and its findings shall be final.

Any clerical error may be corrected by the Secretary upon discovery at any time during the life of the eligibility list, but no such correction shall affect an appointment from a certification made prior to the correction.

E. CORRESPONDENCE

Section 1: Notification of Grade and Placement on Eligibility List

All applicants shall be notified in writing by the Secretary of the Commission at the last address as shown by the records of the Commission of his\her grade on the written or other initial examination, and again when a candidate is to be placed on the eligibility list.

Section 2: Notification of Certification to Mayor from Eligibility List

Each eligible candidate shall be notified in writing by the Secretary of the Commission when certified for appointment. Such notice shall include that a background check may be performed and that he or she may be required to appear for an interview with the appointing authority. Such notice shall be sent by regular mail to the last address of the eligible candidate as shown by the records of the Commission.

Section 3: Reports from Appointing Authority

The Mayor shall make a written report to the Commission indicating whether any of the persons certified in the pool failed to appear for a scheduled interview, whether a candidate was or candidates were selected for appointment from the pool and given a conditional job offer pending the results of the required physical examination, and whether any of the candidates declined or waived appointment.

Section 4: Notification of Pass Over and Results of Physical Examination upon Conditional Job Offer

The Secretary of the Commission shall notify in writing any candidate not chosen for appointment. This notification shall be done upon verification from the Police Chief or the Fire Chief that another candidate has verbally accepted appointment.

The Secretary of the Commission shall notify the Mayor in writing upon receipt of notification of the results of the physical examination of a candidate who has been given a conditional job offer.

Section 5: Notification of Address Change

Every applicant and each person, whose name appears on an eligibility list, shall file with the Commission a written notice of any change in his\her address. Such notice shall state his\her name, the eligibility list on which his\her name appears, his\her new address, and his\her last address as registered with the Commission. Failure to do so may result in such candidate's name being removed from the list.

Section 6: Canvass of Eligibility Lists

Whenever he or she believes the needs of the service require, the Secretary of the Commission shall ascertain through written correspondence or telephone authorization the availability for employment of persons whose names appear on an eligibility list.

F. ELIGIBILITY LIST

Section 1. Development of List

Sufficient names in the opinion of the Commission to meet the anticipated requirements of the Mayor shall be required to pass the psychological tests, if administered,

and proceed with the interview process.

Duly qualified applicants shall be placed on the eligibility list and ranked in the order of final score after proportionate scores on the written or other initial examination, interview with the Civil Service Commission and Departmental Evaluations are totaled and points are added for college/military/certifications or seniority (if applicable), as otherwise provided in these Rules.

Whenever the Mayor determines to fill a vacancy for a position in the safety forces, he shall request that the Commission certify names from the appropriate eligibility list. (Beachwood Charter, Article VI, Section 3, 3(E) (1)).

Section 2. Priority

When two or more eligible applicants have received the same score, the person first-filing an application, or, if the examination be for promotion, the person with the longest seniority in the department, shall have priority.

Section 3. Duration

The date of certification shall be clearly shown on all eligibility lists. All eligibility lists for positions above the lowest grade shall be valid for not less than one (1) nor more than two (2) years. At any time after the first year, but before the end of the second year, the Commission may declare that the list is no longer valid. For entry-level positions, an eligibility list will be valid for one (1) year and no more than two (2) years unless the Commission determines that the list is no longer valid after less than one (1) year due to the lack of adequate, well-qualified applicants.

Section 4. Disqualification

If, at any time, the Commission has reason to believe that any person, upon the eligibility list, has in any manner become disqualified for the position sought as indicated at C. Section 6. herein, a notice to such person and an opportunity to be heard, in the person's own behalf, shall be given. Upon failure to satisfy the Commission that the person is duly qualified, said name shall be removed from such eligibility list. If a person upon any list has reached the maximum age limit specified for the position for which the person is eligible at the time of certification, such name shall be removed from the list and the person shall be notified of such action and such name shall not be certified to the Mayor for appointment.

G. CERTIFICATION AND APPOINTMENT

Section 1. Certification and Examination Criteria

(a) Examinations of applicants for the eligibility list for open competitive appointment shall be based upon the following factors:

50% WRITTEN EXAMINATION
20% ORAL INTERVIEW WITH CIVIL SERVICE COMMISSION
30% DEPARTMENTAL (ASSIGNED BY CHIEF OF THE DEPARTMENT)

(b) Examinations of applicants for the eligibility list for lateral appointments shall be based on the following factors:

60% WRITTEN OR OTHER EXAMINATION
10% ORAL INTERVIEW WITH CIVIL SERVICE COMMISSION
30% DEPARTMENTAL (CHIEF'S POINTS)

(c) Examinations of applicants for the eligibility list for promotion shall be based upon the following factors:

40% WRITTEN EXAMINATION
30% ASSESSMENT CENTER
10% ORAL INTERVIEW WITH CIVIL SERVICE COMMISSION
20% DEPARTMENTAL (CHIEF'S POINTS)

The departmental consideration of eligibility for promotion may be based upon past job performance, attendance records, leadership qualities, and quality of work.

Section 2. Certification and Selection by Mayor; Probationary Period

Upon receipt of notice from the Mayor that a vacancy exists for an original entry level appointment, the Commission shall certify to such appointing authority the names of the ten (10) persons ranked highest on the eligibility list for that position. The Mayor shall appoint one (1) of the ten (10) to fill the office.

If there is more than one (1) vacancy to be filled for an original entry level appointment, the number of names to be certified shall be determined in the following manner:

The Commission shall certify ten (10) names from the eligibility list for one (1) position to be filled plus two (2) names for each additional position to be filled. (i.e. 2 positions open - certify 12 names, 3 positions open – certify 14 names).

The Mayor shall consider each person so certified for an original entry level appointment. When there are both an open competitive eligibility list and a lateral eligibility list valid at the same time, the Mayor may select potential hires from only one eligibility list at a time. In no circumstance shall candidates from multiple lists be considered simultaneously.

If an eligibility list contains less than ten (10) names, the Mayor may accept the lesser number and appoint from such list, or may require a new list of ten (10) names for each position to be filled.

The person selected for appointment shall be duly notified by the Mayor, and if the person so selected shall fail to respond within four days to notice of appointment sent by registered or certified mail to his\her post office address as registered with the Commission, said person shall be stricken from the eligibility list. If, however, it shall be made to appear to the satisfaction of the Commission within thirty days after giving such notice that the person was unavoidably and without fault prevented from accepting said appointment, the name may be restored to its proper position on the eligibility list.

Certification for promotional appointments shall be governed by Article K herein.

All original entry level and promotional appointments in the classified Civil Service shall be for a probationary period of one (1) year, and the person so appointed is subject to removal from such position by the Mayor during such year without appeal to the Civil Service Commission. No appointment shall be deemed final until the appointee has satisfactorily served the probationary period.

H. POLITICAL ACTIVITY

Persons holding positions in the classified service shall not be discriminated against in any way because of their political opinions or political affiliations, or because of the exercise of their right to vote as they please and to express their opinions on political subjects. However, they shall take no active part in political management or political campaigns; and they may not act as officers of election nor be officers in any political organization.

Nothing in this section prohibits an officer or employee from serving as a precinct election official under section 3501.22 of the Revised Code, but an officer or employee who serves as a precinct election official must use vacation leave to so serve.

I. PAPERS: PROPERTY OF THE COMMISSION

All original papers, applications, examination papers, answer sheets, questions, certificates, etc., are the property of the Commission and must be filed in the office of the Commission and kept for not less than three years, except the examination papers of those failing to pass, which may be destroyed after ninety days.

J. TEMPORARY AND EMERGENCY APPOINTMENTS

Section 1. Temporary Appointments

Upon receipt of request for certification for a position for which no appropriate eligibility list is available, the Commission shall notify the Mayor that nomination for temporary appointment may be made to fill such position until an eligibility list can be created, or for a period not to exceed ninety days.

Section 2. Emergency Appointments

Emergency appointments may be made by the Mayor when, in the judgment of the Mayor, the good of the service, the health, safety or welfare of the public, and\or the necessities of the City's operation make it necessary to do so. Written notice, however, must be given forthwith to the Commission, together with the reasons for making such emergency appointments, and such reasons must be sufficient and satisfactory to the Commission. The emergency appointment shall not be effective for a period longer than ninety days.

K. PROMOTIONS

Section 1. Examination for Promotions

Whenever the Mayor requests that the Commission certify names from an eligibility list for a vacant position in the safety forces above the lowest grade, the Commission shall, if no list exists, conduct an examination consistent with Section D of these Rules, to create an eligibility list, which shall be valid for not less than one (1) nor more than two (2) years. At any time after the first year, but before the end of the second year, the Commission may determine that the list is no longer valid.

Applicants for promotion shall be examined on such practical and theoretical questions as in the judgment of the Commission pertain to the office or rank to which promotion is sought, upon the State Laws, the City Ordinances, Rules and Regulations

pertaining to the duties of said office or rank, and upon such other subjects or tests which the Commission may prescribe.

Section 2. Eligibility List for Promotions

Before conducting an examination for a promotional position, the Commission shall ascertain whether there are at least two (2) persons who are eligible and willing to take a competitive examination to fill such vacancy.

(a) If at least two (2) such persons take and pass the examination for a promotional position, the Mayor shall appoint one (1) of the persons from such list.

(b) If only one (1) person passes the examination for a promotional position and\or the Mayor objects to one (1) name on the eligibility list, or if no person passes the examination, the Commission shall conduct another examination permitting all persons in the next lower rank below the rank to be filled and eligible persons in the second next lower rank below the rank to be filled, to compete.

(c) To be eligible for a promotional examination for the rank next above Patrol Officer in the Police Department or next above the rank of Fire Fighter in the Fire Department, a person must have served at least thirty-six (36) months continuously in the lower rank, including probationary time. To be eligible for a promotional examination for other higher ranks, a person must have continuously served at least one (1) year in the next lower rank. In the event of circumstances not covered by these Rules, the Commission shall determine the required eligibility which shall require not less than one (1) year of continuous service in a lower rank.

(d) Promotional applicants may be required to complete psychological testing and evaluation.

Section 3. Additional Credit for Promotional Examinations

(1) Seniority in the same department shall be added to the examination grade, in accordance with the provisions of the general law of the State of Ohio, but no additional credit for seniority or any other reason shall be added to an examination grade unless the applicant achieves at least a minimum passing score on the written part of the examination.

(2) Credit for Seniority shall be determined as of the date of the written examination.

(3) The Commission shall establish a rule for the addition of "chief's points," permitting the Chiefs of the Departments of Police and Fire to add performance and efficiency points as the Commission shall permit to the final grade of a person in such Chief's Department.

Section 4: Certification for Appointment for Promotions

After the promotional examination has been graded, and subject to Section 2 (b) above or upon the Mayor's request if an eligibility list exists, the Commission shall certify to the Mayor the names and grades of the three (3) persons ranking highest or such lesser number as appears on the eligibility list. The Mayor shall promote one (1) of such persons within thirty (30) days after certification, provided at least two (2) persons remain on the eligibility list. The Mayor may appoint the remaining person if only one (1) name remains on the list, or may request that the Commission conduct another examination subject to Section 2 (b) above. The Mayor shall consider each person so certified in the order of ranking. Every person shall be considered three
times to fill a vacancy. If any person is not appointed after being considered three (3) times, such person shall be removed from the eligibility list. The first year of such promotion shall be probationary, as provided above. It is the intention of the Civil Service Commission to evaluate applicants on the basis of their ability to perform the duties required for the rank applied for.

Section 5. Notice of Examination

Notice of all promotional examinations shall be posted by the Secretary in a conspicuous place in the City Hall not less than thirty days before the date fixed for the examination. Such notice shall give the date and the character of the examination, and shall indicate the grade or rank of persons eligible to compete. Applicants for promotion shall file their applications as the Commission has prescribed in its notice.

L. WAIVER OF RULES

Section 1. Waiver of Rules

In specific cases where, in the sole discretion of the Commission, it is in the interest of the public service, any of the rules hereby adopted may be waived by the unanimous vote of all three members of the Commission; provided, however, that such waiver shall not be inconsistent with the provisions of the Charter of the City of Beachwood or where applicable, the laws of the State of Ohio. Such action, together with the reasons therefor, shall be entered in the minutes of the Commission. In the interest of justice to all concerned and to promote the welfare of the Civil Service in the City of Beachwood, Ohio a wide degree of liberality of construction and interpretation of these Rules and Regulations in any and all circumstances and situations shall be the policy to be adopted and followed by the Commission in its administration of the Civil Service system.

I, WHITNEY M CROOK, Clerk of Council & Secretary to the Civil Service Commission, do hereby certify that the foregoing is a true and correct copy of the Rules of the Civil Service Commission of the City of Beachwood, Ohio (as revised _____, 2022).

Date _____

WHITNEY M. CROOK
Clerk of Council \ Civil Service Commission Secretary
City of Beachwood, Ohio

September 20, 2022

TO: Chris Arrietta, Public Works Director

FROM: Chris Vild

RE: Stormwater Ordinance Updates

With the issuance of the latest National Pollutant Discharge Elimination System (NPDES) permit by the Ohio Environmental Protection Agency (OEPA), all municipalities are required to make changes to portions of their stormwater ordinances. The OEPA has focused on Illicit Discharge and Illegal Connection Control and Erosion and Sediment Control.

I enlisted the aid of our Engineer's office and the Chagrin River Watershed Partners to assist me in making the necessary updates to our ordinances (please see the Summary of Proposed Stormwater Management Code Revisions and the stormwater ordinance recommendations). The recommended stormwater ordinance updates were presented to the Stormwater Commission on September 12th. The Stormwater Commission approved of the ordinance updates and recommended sending the updates to City Council for adoption.

It is my recommendation to approve the stormwater ordinance updates as presented to maintain compliance with Phase II Stormwater Regulations.

CITY OF BEACHWOOD

SUMMARY OF PROPOSED STORMWATER MANAGEMENT CODE REVISIONS

September 12, 2022

Compiled by Jessica Looper, PE, Civil Engineer GPD Group

Stormwater is any form of precipitation or snow melt that is conveyed along a surface and directed to nearby streams, rivers, aquifers or other water bodies. A stormwater system is a series of channels, ditches, and pipe networks designed to manage stormwater run-off in a manner that minimizes flooding throughout the affected watershed to ensure water is properly and safely conveyed to its end stream location. In the City of Beachwood, the storm system is completely separated from the sanitary system. This is known as a municipal separate stormwater sewer system (MS4) and is authorized through the Ohio EPA under their general National Pollutant Discharge Elimination System (NPDES) permit. These two systems are separated to minimize the risk of harmful pollutants and hazardous waste associated with sanitary and illicit discharges from entering the storm sewer system and negatively impacting valuable water resources, environmental habitats, and public safety.

Between April 2018 and June 2022 the Ohio EPA has re-issued three of its general NPDES permits that apply to the City and its ordinances:

1. MS4 General Stormwater Discharge (OHQ00004)
2. General Construction (OHC000005)
3. Industrial Discharge (OHR00007)

The regulations being revised typically fall into four categories- Protecting water resources; separating the storm sewer from the sanitary sewer; minimizing or controlling land disturbing activities that will lead to erosion and the movement of sediment in stormwater; and general stormwater management. The specific Chapters of the Beachwood Codified Ordinances are:

1. Chapter 1003 Illicit Discharge and Illegal Connection Control
2. Chapter 1005 Erosion and Sediment Control
3. Chapter 1007 Comprehensive Stormwater Management

The City is required to implement these regulations in accordance with the State and Federal Regulations. Proposed revisions to the City's Stormwater Management Code are summarized below.

Chapter 1003 Illicit Discharge and Illegal Connection Control

1003.01 Purpose and intent.

1003.02 Applicability.

1003.03 Definitions.

1003.04 Disclaimer of Liability.

1003.05 Conflicts, severability, nuisances and responsibility.

1003.06 Responsibility and authority.

1003.07 Discharge and connection prohibitions.

1003.08 Monitoring of illicit discharges and illegal connections.

1003.09 Enforcement.

This Chapter was originally adopted by the City in 2008 and revised in April 2020 per Ordinance 2020-57. The Chapter provides regulations to control pollutants from entering into the storm sewer system. Pollutants can be anything from paints to automotive fluids to garbage.

Revisions to this Chapter are meant to provide additional clarification and/or authorization to the City to meet the overall intent of the regulations. The largest modification is to §1003.09 regarding an administrative hearing and implementation of an injunction relief for continued violations.

Some examples of provisions changed are as follows:

- Specify Municipal Separate Storm Sewer System
- Provide additional definition to include Community, Engineer, and Floatable Materials
- Clarify who is applicable to the general term "Engineer"
- General language to be more inclusive and authoritative
- Provide cross-references as applicable
- Provide enforcement actions that provide the City the authority to enact permanent injunctions for continued violations

Chapter 1005 Erosion and Sediment Control

1005.01 Purpose and scope.

1005.02 Definitions.

1005.03 Disclaimer of liability.

1005.04 Conflicts, severability, nuisances and responsibility.

1005.05 Development of stormwater pollution prevention plans.

1005.06 Application procedures.

1005.07 Compliance with State and Federal regulations.

1005.08 Stormwater Pollution Prevention Plan (SWP3).

1005.09 Performance standards.

1005.10 Abbreviated Stormwater Pollution Prevention Plan (ABSWP3).

1005.11 Fees.

1005.12 Bond.

1005.13 Enforcement.

1005.14 Violations.

1005.15 Appeals.

1005.99 Penalty.

This Chapter was originally adopted by the City in 2008 and revised in April 2020 per Ordinance 2020-58. The Chapter provides regulations to minimize pollutants associated with construction activities from discharging into protected water courses. Pollutants may include but are not limited to sediments, hazardous materials, and construction debris.

Revisions to this Chapter are meant to provide additional clarification and/or authorization to the City to meet the overall intent of the regulations. Major changes made in relation to the draft NPDES permit remain applicable. Additional modifications as proposed to meet current standard practices as well as permit requirements per the final permit issued in April 2018. These apply to §1005.04 regarding special restrictions and requirements for commercial/industrial development and §1005.06 regarding the newest Memorandum of Understanding (MOU) with Cuyahoga County Soil & Water Conservation District (SWCD) and pre-construction meeting requirements.

Some examples of provisions changed are as follows:

- Clarify who is applicable to the general term "Engineer"
- Remove special restrictions to commercial and industrial development
- General language to be more inclusive and authoritative
- Clarify permit acquisition process and requirements in regards to pre-construction meetings

Chapter 1007 Comprehensive Stormwater Management

1007.01 Purpose and scope.

1007.02 Definitions.

1007.03 Disclaimer of liability.

1007.04 Conflicts, severability, nuisances and responsibility.

1007.05 Development of Comprehensive Stormwater Management Plans.

1007.06 Application procedures.

1007.07 Compliance with State and Federal regulations.

1007.08 Comprehensive Stormwater Management Plan.

1007.09 Performance standards.

1007.10 Alternative actions.

1007.11 Easements.

1007.12 Maintenance and final inspection approval.

1007.13 On-going inspections.

1007.14 Bond.

1007.15 Permits and deposits.

1007.99 Penalty.

This Chapter was originally adopted by the City in 2008 and revised in April 2020 per Ordinance 2020-59. This Chapter addresses all stormwater management general practices to ensure developmental practices meet the preferred level of stormwater quality and quantity control post-construction.

Revisions to this Chapter are meant to provide additional clarification and/or authorization to the City to meet the overall intent of the regulations.

Some examples of provisions changed are as follows:

- Clarify who is applicable to the general term "Engineer"

It is recommended the City consider modifying §1007.05 to remove the four thousand (4,000)-square foot threshold. Per permit requirements the minimum threshold shall be one (1)-acre.

It is recommended the City consider modifying §1007.12 to include applicable language in regards to pre-existing facilities that may pre-date the Inspection and Maintenance Agreement. The intent of this modification is to provide the City with the authorization to address non-compliable BMPs that have not been properly maintained and/or no longer meet the needs of the site. However, this modification is not a requirement per the General NPDES Permit.

INTRODUCED BY: ORDINANCE NO. 2022-126

AN ORDINANCE AMENDING BCO CHAPTER 1003 TITLED "ILLICIT DISCHARGE AND ILLEGAL CONNECTION CONTROL"; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City Engineer and the Environmental Manager have requested to Amend BCO Chapter 1003, titled "Illicit Discharge and Illegal Connection Control" to include changes to the City of Beachwood Stormwater Management program; and

WHEREAS, these changes were reviewed and recommended by the Stormwater Commission to Council for approval.

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 BCO Chapter 1003, titled "Illicit Discharge and Illegal Connection Control", to read and provide, in its entirety, as indicated in Exhibit "A" which is attached hereto and incorporated herein. Changes are in **red**.

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

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 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 be effective as soon as possible; 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 3rd day of October, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____

Clerk

Approval: I have approved this legislation this 3rd day of October, 2022, and filed it with the Clerk.

_____

Mayor

CHAPTER 1003 Illicit Discharge and Illegal Connection Control

1003.01 Purpose and intent.
1003.02 Applicability.
1003.03 Definitions.
1003.04 Disclaimer of Liability.
1003.05 Conflicts, severability, nuisances and responsibility.
1003.06 Responsibility and authority.
1003.07 Discharge and connection prohibitions.
1003.08 Monitoring of illicit discharges and illegal connections.
1003.09 Enforcement.

CROSS REFERENCES

Riparian and wetland setbacks - see P. & Z. Ch. 1001
Erosion and sediment control - see P. & Z. Ch. 1005
Comprehensive stormwater management - see P. & Z. Ch. 1007

1003.01 PURPOSE AND INTENT

The purpose of this regulation is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of Illicit Discharges to the Municipal Separate Storm Sewer System[LJ1] (MS4). This regulation establishes methods for controlling the introduction of Pollutants into the ~~Municipal Storm Sewer System~~MS4 in order to comply with requirements of the National Pollutant Discharge Elimination System "NPDES" permit process as required by the Ohio Environmental Protection Agency "Ohio EPA".

It is the intent of this regulation to prohibit Illicit Discharges and Illegal Connections to the City's ~~Municipal Storm Sewer System~~MS4 and to establish legal authority to carry out inspections, monitoring procedures, and enforcement actions necessary to ensure compliance with this regulation.

1003.02 APPLICABILITY

This regulation shall apply to all residential, commercial, industrial, or institutional facilities responsible for discharges to the Municipal Separate Storm Sewer System and/or within the City's jurisdictional land area [LJ2]except for those discharges generated by the activities detailed in Section 1003.06 hereof.

1003.03 DEFINITIONS

The words and terms used in this regulation, unless otherwise expressly stated, shall have the following meaning:

(a) Best Management Practices 'BMP': means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of Pollutants to storm water. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

(b) Community: means the community of Beachwood, its designated representatives, boards, or commissions.

~~(b)~~(c) Engineer: The City Engineer and or the City Engineer's designee, who shall work under and in coordination with the City Engineer.

(d) Floatable Material: In general, this term means any foreign matter that may float or remain suspended in the water column, and includes but is not limited to, plastic, aluminum cans, wood products, bottles, and paper products. [LJ3]

~~(c)~~(e) Hazardous Material: means any material including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

~~(d)~~(f) Illicit Discharge: as defined at 40 C.F.R. 122.26 (b)(2) [LJ4]means any discharge to a ~~Municipal Storm Sewer System~~MS4 that is not composed entirely of storm water, except for those discharges made pursuant to an NPDES permit or noted in Section 1003.06 of this regulation.

~~(e)~~(g) Illegal Connection: means any drain or conveyance, whether on the surface or subsurface, that allows an Illicit Discharge to enter the ~~Municipal Storm Sewer System~~MS4.

~~(f)~~(h) Municipal Storm Sewer System: means all of the various facilities and systems used by the City for collecting and/or conveying storm water which includes drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm sewers.

~~(g)~~(i) Off-Lot Discharging Home Sewage Treatment System: means a system designed to treat home sewage on-site and discharges treated wastewater effluent off the property into a storm water or surface water conveyance or system.

~~(h)~~(j) Owner/Operator: means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or on the owner's behalf.

(k) Pollutant: means anything that causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil and other automotive fluids, non-hazardous liquid and solid wastes, yard wastes, refuse, rubbish, garbage, litter or other discarded or abandoned objects, floatable materials, pesticides, herbicides, fertilizers, Hazardous Materials, wastes, sewage, dissolved and particulate metals, animal wastes, residues that result from constructing a structure, and noxious or offensive matter of any kind.

~~(i)~~(l) Storm Water: any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

~~(j)~~(m) Wastewater: The spent water of a community. From the standpoint of a source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions

1003.04 DISCLAIMER LIABILITY

Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or for the benefit of any particular parcel of property.

1003.05 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY

(a) Where this regulation is in conflict with other provisions of law or ordinance, the most restrictive provisions shall prevail.

(b) If any provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

(c) This regulation shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.

(d) Failure of the City to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the City, its officers, employees, or agents being responsible for any condition or damage resulting therefrom. [LJ5]

1003.06 RESPONSIBILITY AND AUTHORITY

The Engineer[LJ6] shall administer, implement, and enforce the provisions of this regulation.

1003.07 DISCHARGE AND CONNECTION PROHIBITIONS

(a) Prohibition of Illicit Discharges. No person shall discharge, or cause to be discharged, an Illicit Discharge into the ~~Municipal Storm Sewer System~~MS4. The commencement, conduct, or continuance of any Illicit Discharge to the ~~Municipal Storm Sewer System~~MS4 is prohibited except as described below until such time as they are determined by the City or Ohio EPA to be significant contributors of pollutants to the MS4[LJ7]:

(1) Water line flushing; landscape irrigation; diverted stream flows; rising ground waters; uncontaminated ground water infiltration (as defined in 40 CFR §35.2005(20))[LJ8]; uncontaminated pumped ground water; discharges from potable water sources; foundation drains; air conditioning condensate; irrigation water; springs; water from crawl space pumps; footing drains; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated/dibrominated/desalinated [LJ9]swimming pool discharges; street wash water; and discharges or flows from firefighting activities.

(2) Discharges authorized in writing by the Engineer as being necessary to protect public health and safety.

(3) Discharges from Off-Lot Discharging Home Sewage Treatment Systems permitted by the Cuyahoga County Board of Health for the purpose of discharging treated sewage effluent in accordance with Ohio Administrative Code 3701-2902(6). These discharges are exempt unless such discharges are deemed to be creating a public health nuisance by the Board of Health or until such time as the Ohio Environmental Protection Agency issues an NPDES permitting mechanism for household sewage treatment systems existing prior to January 1, 2007. [LJ10]

(b) Prohibition of Illegal Connections. The construction, use, maintenance, or continued existence of Illegal Connections to the ~~Municipal Storm Sewer System~~MS4 is prohibited. This prohibition expressly includes, without limitation, Illegal Connections made prior to the effective date of this regulation, regardless of whether the connection was permissible under law or practices applicable or prevailing

[LJ11]at the time of connection. A person is considered to be in violation of this regulation if the person connects a line conveying Illicit Discharges to the ~~Municipal Storm Sewer System~~MS4, or allows such a connection to continue.

1003.08 MONITORING OF ILLICIT DISCHARGES AND ILLEGAL CONNECTIONS

(a) Establishment of an Illicit Discharge and Illegal Connection Monitoring Program: The Engineer is hereby authorized to establish a program to detect and eliminate Illicit Discharges and Illegal Connections to the ~~Municipal Storm Sewer System~~MS4. This program shall include the mapping of the ~~Municipal Storm Sewer System~~MS4, including ~~Municipal Storm Sewer System~~MS4 Outfalls and home sewage treatment systems; the periodic inspection of storm water outfalls to the ~~Municipal Storm Sewer System~~MS4, and the periodic investigation of potential residential, commercial, industrial, and institutional facilities for the sources of any dry weather flows found as the result of such periodic inspections.

(b) Inspection of Residential, Commercial, Industrial, or Institutional Facilities.

(1) The Engineer, or their designee, shall be permitted to enter and inspect facilities subject to this regulation as may be necessary to determine compliance. Any temporary or permanent obstruction to safe and reasonable access to the facility to be inspected shall be promptly removed by the facility's Owner/Operator at the request of the Engineer. Unreasonable delays in allowing the Engineer, or their designee, access to a facility subject to this regulation for the purposes of illicit discharge inspection is a violation of this regulation. [LJ12]

(2) The Engineer shall have the right to require the facility Owner/Operator to install monitoring equipment as necessary. This sampling and monitoring equipment shall be maintained at all times in safe and proper operating condition by the facility Owner/Operator at the Owner/Operator's expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.

(3) If the City is refused access to any part of the facility from which storm water is discharged, and the Engineer demonstrates probable cause to believe that there may be a violation of this regulation, or that there is a need to inspect to verify compliance with this regulation or any order issued hereunder, or to protect the public health, safety, and welfare, the City may seek issuance of a search warrant, civil remedies including but not limited to injunctive relief, and/or criminal remedies from any court of appropriate jurisdiction.

(4) Costs associated with these inspections may be assessed against the facility Owner/Operator.

1003.09 ENFORCEMENT

(a) It shall be unlawful for any Owner/Operator to violate any provision or fail to comply with any of the requirements of this regulation. When the Engineer finds that a person has violated a prohibition or failed to meet a requirement of this regulation, they may order compliance by written Notice of Violation. Such notice shall specify the violation and shall be hand delivered or sent by registered mail, to the Owner/Operator of the facility.

(b) Such Notice of Violation may require:

(1) The performance of monitoring, analyses, and reporting;

(2) The elimination of Illicit Discharges or Illegal Connections;

(3) That violating discharges, practices, or operations cease and desist;

(4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and/or

(5) The implementation of source control or treatment BMPs.

(c) If abatement of a violation and/or restoration of affected property is required, the Notice of Violation shall set forth a deadline within which such remediation or restoration must be completed. Said Notice shall further advise that, should the facility Owner/Operator fail to take the necessary corrective action within the established deadline, a legal action for enforcement may be initiated.

(d) Any person receiving a Notice of Violation must meet compliance standards within the time established in the Notice of Violation.

(e) Administrative Hearing: If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, the City shall schedule an administrative hearing to determine reasons for non-compliance and to determine the next enforcement activity. Notice of the administrative hearing shall be hand delivered and/or sent registered mail.

(f) Injunctive Relief: It shall be unlawful for any owner/operator to violate any provision or fail to comply with any of the requirements of this regulation pursuant to O.R.C. 3709.211. If an owner/operator has violated or continues to violate the provisions of this regulation, the City may petition for a preliminary or permanent injunction restraining the owner/operator from activities that would create further violations or compelling the owner/operator to perform abatement or remediation of the violation. [LJ13]

INTRODUCED BY: ORDINANCE NO. 2022-127

AN ORDINANCE AMENDING BCO CHAPTER 1005, TITLED "EROSION AND SEDIMENT CONTROL" AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City Engineer and the Environmental Manager have requested to Amend BCO Chapter 1005, titled "Erosion and Sediment Control" to include changes to the City of Beachwood Stormwater Management program; and

WHEREAS, these changes were reviewed and recommended by the Stormwater Commission to Council for approval.

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 BCO Chapter 1005, titled "Erosion and Sediment Control", to read and provide, in its entirety, as indicated in Exhibit "A" which is attached hereto and incorporated herein. Changes are in **red**.

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

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 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 be effective as soon as possible; 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 3rd day of October, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 3rd day of October, 2022, and filed it with the Clerk.

_____
Mayor

CHAPTER 1005 Erosion and Sediment Control

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Comprehensive stormwater management - see P. & Z. Ch. 1007

1005.01 PURPOSE AND SCOPE

(a) The purpose of this regulation is to establish technically feasible and economically reasonable standards to achieve a level of erosion and sediment control that will minimize damage to property and degradation of water resources, and will promote and maintain the health and safety of the citizens of the City:

(b) This regulation will:

(1) Allow development while minimizing increases in erosion and sedimentation.

(2) Reduce water quality impacts to receiving water resources that may be caused by new development, redevelopment, grading, or clearing activities.

(c) This regulation applies to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways, underground cables, or pipelines; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; general clearing.

1005.02 DEFINITIONS

The definitions contained in Ohio Environmental Protection Agency ("Ohio EPA")'s Construction General Permit entitled "Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System" in effect at the time a permit is applied for under this chapter shall apply to this chapter, and the following definitions shall also apply:

For purpose of this regulation, the following terms shall have the meaning herein indicated:

(a) ABBREVIATED STORMWATER POLLUTION PREVENTION PLAN (ABBREVIATED SWP3): The written document that sets forth the plans and practices to be used to meet the requirements of this regulation for sites disturbing four thousand (4,000) square feet to one (1) acre of land.

(b) ACRE: A measurement of area equaling 43,560 square feet.

(c) ADMINISTRATOR: The person or entity having the responsibility and duty of administering and ensuring compliance with this regulation.

(d) CITY: Throughout this regulation, this shall refer to the City of Beachwood, its designated representatives, boards, or commissions.

(e) CONSTRUCTION ENTRANCE: The permitted points of ingress and egress to development areas regulated under this regulation.

(f) CONSTRUCTION GENERAL PERMIT: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of storm water discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).

(g) CRITICAL AREA: Any area the disturbance of which would cause soil erosion and sediment runoff and damage to private properties, water courses, storm sewers or public lands due to topography, soil type, hydrology, or proximity to a water course. These areas include, but are not limited to, riparian areas, wetlands, and highly erodible soils.

(h) DEVELOPMENT AREA: A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.

(i) DISCHARGE: The addition of any pollutant to surface waters of the state from a point source.

(j) DISTURBANCE: Any clearing, grading, grubbing, excavating, filling, or other alteration of land surface where natural or man-made cover is destroyed in a manner that exposes the underlying soils.

(k) DISTURBED AREA: An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities such as grading, excavating, or filling.

(l) DRAINAGE: (1) The area of land contributing surface water to a specific point. (2) The removal of excess surface water or groundwater from land by surface or subsurface drains.

(m) DRAINAGE WAY: A natural or manmade channel, ditch, or waterway that conveys surface water in a concentrated manner by gravity.

(n) ENGINEER: The City Engineer or the City Engineer's Designee, who shall work under and in coordination with the City Engineer.

(o) EROSION: The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces.

(p) EROSION AND SEDIMENT CONTROL: The control of soil, both mineral and organic, to minimize the removal of soil from the land surface and to prevent its transport from a disturbed area by means of wind, water, ice, gravity, or any combination of those forces.

(q) GRADING: The excavating, filling, or stockpiling of earth material, or any combination thereof, including the land in its excavated or filled condition.

(r) GRUBBING: removing or grinding of roots, stumps and other unwanted material below existing grade.

(s) IMPERVIOUS: That which does not allow infiltration.

(t) LANDSCAPE ARCHITECT: A Professional Landscape Architect registered in the State of Ohio.

(u) SUBDIVISIONS, MAJOR AND MINOR: See Ohio Administrative Code 711.001 for definition.

(v) PARCEL: Means a tract of land occupied or intended to be occupied by a use, building or group of buildings and their accessory uses and buildings as a unit, together with such open spaces and driveways as are provided and required. A parcel may contain more than one contiguous lot individually identified by a 'Permanent Parcel Number' assigned by the Cuyahoga County Fiscal Officer.

(w) PERCENT IMPERVIOUSNESS: The impervious area created divided by the total area of the project site.

(x) PERSON: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof.

(y) PHASING: Clearing a parcel of land in distinct sections, with the stabilization of each section before the clearing of the next.

(z) PRE-CONSTRUCTION MEETING: A meeting between the City and all principle parties, prior to the start of any construction, at a site that requires a Stormwater Pollution Prevention Plan.

(aa) PRE-WINTER STABILIZATION MEETING: A meeting between the City and all principal parties, prior to October 1, in order to plan winter erosion and sediment controls for a site that requires a Stormwater Pollution Prevention Plan.

(bb) RUNOFF: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually conveyed to water resources or wetlands.

(cc) SEDIMENT: The soils or other surface materials that are transported or deposited by the action of wind, water, ice, gravity, or any combination of those forces, as a product of erosion.

(dd) SEDIMENTATION: The deposition or settling of sediment.

(ee) SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, grubbing or stump removal that occurs during clearing or timber activities, or other alteration of the earth's surface where natural or human made ground cover is destroyed and that may result in, or contribute to, erosion and sediment pollution.

(ff) SOIL & WATER CONSERVATION DISTRICT: An entity organized under Chapter 940 of the Ohio Revised Code referring to either the Soil and Water Conservation District Board or its designated employee(s). Hereafter referred to as Cuyahoga SWCD.

(gg) STABILIZATION: The use of BMPs, such as seeding and mulching, that reduce or prevent soil erosion by water, wind, ice, gravity, or a combination of those forces.

(hh) STORMWATER POLLUTION PREVENTION PLAN (SWP3): The written document that sets forth the plans and practices to be used to meet the requirements of this regulation.

(ii) STORMWATER: Stormwater runoff, snow melt and surface runoff and drainage.

(jj) SURFACE OUTLET: A dewatering device that only draws water from the surface of the water.

(kk) TOPSOIL: The upper layer of the soil that is usually darker in color and richer in organic matter and nutrients than subsoil.

(ll) UNSTABLE SOILS: A portion of land that is identified by the Engineer as prone to slipping, sloughing, or landslides, or is identified by the U.S. Department of Agriculture Natural Resource Conservation Service methodology as having a low soil strength.

(mm) WATER RESOURCE Also SURFACE WATER OF THE STATE: Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included.

(nn) WATERSHED: The total drainage area contributing runoff to a single point.

(oo) WETLAND: Those areas, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas (40 CFR 232, as amended).

1005.03 DISCLAIMER OF LIABILITY

Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or for the benefit of any particular parcel of property.

1005.04 CONFLICTS, SEVERABILITY, NUISANCES AND RESPONSIBILITY

(a) Where this regulation is in conflict with other provisions of law or ordinance or requirements in the Construction General Permit, the most restrictive provisions shall prevail.

(b) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

(c) This regulation shall not be construed as authorizing any person to maintain a private or public nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.

(d) Failure of the City to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the City, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

(e) The Engineer shall administer, implement, and enforce the provisions of this Chapter.

1005.05 DEVELOPMENT OF STORMWATER POLLUTION PREVENTION PLANS

(a) This regulation requires that a Storm Water Pollution Prevention Plan (SWP3) be developed and implemented for all soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land. ~~A SWP3 shall be developed and implemented for all commercial and industrial site development. [LJ1]~~The City shall require an Abbreviated SWP3 for activities disturbing four thousand square feet (4,000) to one (1) acre of land not associated with commercial or industrial development.

(b) Activities disturbing less than four thousand (4,000) square feet of soil are not required to submit a SWP3, unless required by the City. These activities must comply with all other provisions of this regulation.

1005.06 APPLICATION PROCEDURES

(a) SOIL DISTURBING ACTIVITIES SUBMITTING A STORMWATER POLLUTION PREVENTION PLAN (SWP3): The applicant shall submit two (2) sets of the SWP3 and the applicable fees to the Engineer as follows:

(1) <u>For subdivisions:</u> After the approval of the preliminary Site Development Plan and with submittal of the final Site Development Plan.

(2) For other construction projects: Before issuance of a building or zoning permit by the Building Commissioner.

(3) For general clearing projects: Prior to issuance of a ***miscellaneous permit*** by the Building Commissioner.

(b) SOIL DISTURBING ACTIVITIES SUBMITTING AN ABBREVIATED STORMWATER POLLUTION PREVENTION PLAN (SWP3): The applicant shall submit two (2) sets of the Abbreviated SWP3 and the applicable fees to the to the Engineer as follows:

(1) For single-family home construction: Before issuance of a zoning permit or building permit by the Building Commissioner.

(2) For other construction projects: Before issuance of a building or zoning permit by the Building Commissioner.

(3) For general clearing projects: Before issuance of a ***miscellaneous permit*** by the Building Commissioner.

(c) The Engineer shall review the plans submitted under 1005.06 (a) or (b) for conformance with this regulation and approve, or return, for revisions with comments and recommendations for revisions. The City may consult with a representative of the Cuyahoga County SWCD or other technical experts as necessary. Any costs associated with such consultations may be incurred by the applicant. A plan rejected because of deficiencies shall receive a checklist or narrative report stating specific problems and the procedures for filing a revised plan. [LJ2]

(d) Soil disturbing activities (including mechanized clearing) shall not begin and zoning, building, or grading permits shall not be issued without:

(1) Approved SWP3 or Abbreviated SWP3

(2) NOI submittal to Ohio EPA and NPDES permit covered issued

(3) Physical marking in the field of protected areas or critical areas, including wetlands and riparian areas

(4) Pre-construction held between City representatives, Contractors, and/or regulatory agents including but not limited to Site Inspectors.

(5) Installation of construction entrances, perimeter sediment barriers and other erosion and sediment controls that must be in place to address initial site conditions.[LJ3]

(e) SWP3 for individual sublots in a subdivision will not be approved unless the larger common plan of development or sale containing the sublot is in compliance with this regulation.

(f) The developer, engineer and contractor, and other principal parties, shall meet with the City for a Pre-Construction Meeting no less than seven (7) days prior to soil-disturbing activity at the site to ensure that erosion and sediment control devices are properly installed, limits of disturbance and

buffer areas are properly delineated and construction personnel are aware of such devices and areas.

(g) Approvals issued in accordance with this regulation shall remain valid for one (1) year from the date of approval.

1005.07 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from the Ohio EPA, the US Army Corps of Engineers, and other federal, state, and/or county agencies. If requirements vary, the most restrictive requirement shall prevail. These permits may include, but are not limited to, those listed below. All submittals required to show proof of compliance with these state and federal regulations shall be submitted with SWP3s or Abbreviated SWP3s.

(a) Ohio EPA Construction General Permit: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI), a copy of the Ohio EPA Director's Authorization Letter for the NPDES Permit including the NPDES Facility Permit number assigned by Ohio EPA, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable. Please note that when a separate SWP3 shall be prepared for a separate phase or stage of development, a separate NOI or NPDES Facility Permit number must be provided.

(b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not applicable because there are no wetlands on site. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.

(c) Ohio EPA Isolated Wetland or Ephemeral Stream Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit or Ephemeral Stream application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit or Ephemeral Stream Permit is not applicable because there are no wetlands or ephemeral streams on the site. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation.

(d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:

(1) A letter from the site owner certifying that a qualified professional has evaluated the site and determined that Section 404 of the Clean Water Act is not applicable because there are no wetlands on site.

(2) A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other

waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time an application is made under this regulation. Affirmation by the U.S. Army Corps of Engineers may be required.

(e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water permit application tracking number, a copy of the project approval letter from the ODNR Division of Water, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

1005.08 STORMWATER POLLUTION PREVENTION PLAN (SWP3)

(a) The applicant shall submit a SWP3 that meets the requirements of the Construction General Permit and the following additional requirements. The SWP3 shall be certified by a professional engineer, a registered surveyor, certified professional erosion and sediment control specialist, or a registered landscape architect. The SWP3 shall include control measures to ensure that discharges from the construction site and construction support activities comply with the non-numeric effluent limitations contained in the Construction General Permit.

(b) In addition to all information required by the Construction General Permit, the SWP3 shall also include completed design tools found on Ohio EPA's website such as the Sediment Basin Compliance Spreadsheet.

(c) Before any off-site support areas such as borrow or spoil areas, concrete or asphalt batch plants, equipment staging yards or material storage areas are utilized, a SWP3 for the off-site support area must be submitted and approved by the Engineer. The applicant shall ensure appropriate permits have been obtained to operate the off-site support area. Failure to do so can lead to enforcement action under Sections 1005.13 and 1005.14 of this code.

(d) The Engineer may require the SWP3 to include a Soils Engineering Report based upon his/her determination that the conditions of the soils are unknown or unclear to the extent that additional information is required to protect against erosion or other hazards. This report shall be based on adequate and necessary test borings and shall contain all the information listed below. Recommendations included in the report and approved by the Engineer shall be incorporated in the grading plans and/or other specifications for site development.

(1) Data regarding the nature, distribution, strength, and erodibility of existing soils.

(2) If applicable, data regarding the nature, distribution, strength, and erodibility of the soil to be placed on the site.

(3) Conclusions and recommendations for grading procedures.

(4) Conclusions and recommended designs for interim soil stabilization devices and measures, and for permanent soil stabilization after construction is completed.

(5) Design criteria for corrective measures when necessary.

(6) Opinions and recommendations covering the stability of the site.

(7) Delineations of surface waters of the state located on the site.

1005.09 PERFORMANCE STANDARDS

The SWP3 must contain a description of the controls appropriate for each stage of construction operation and the applicant must implement such controls. BMP selection and design must meet criteria established within the current Construction General Permit. BMPs must be designed, constructed and installed to meet the specifications in *Rainwater and Land Development* or another design manual acceptable to the Engineer. The approved SWP3, and the sediment and erosion controls, and non-sediment pollution controls contained therein, shall be implemented and maintained according to the requirements in the Construction General Permit. Site operators must conduct site inspections as described in the Construction General Permit.

Certified inspection reports shall be submitted to the Engineer within seven (7) working days from the inspection and retained at the development site.

The following standards will also apply:

(a) BMPs must be implemented to ensure sediment is not tracked off-site and that dust is controlled. These BMPs must include, but are not limited to, the following:

(1) Construction entrances shall be built and shall serve as the only permitted points of ingress and egress to the development area. These entrances shall be built of a stabilized pad of aggregate stone or recycled concrete or cement sized greater than 2" in diameter placed over a geotextile. Culverts shall be provided where construction entrances cross drainage ditches and water bars shall be provided to divert sediment-laden runoff away from connected roadways.

(2) Streets and catch basins adjacent to construction entrances shall be kept free of sediment tracked off site. Streets directly adjacent to construction entrances and receiving traffic from the development area, shall be cleaned daily to remove sediment tracked off-site. If applicable, the catch basins on these streets nearest to the construction entrances shall also be cleaned weekly and protected from sediment-laden runoff, if feasible without posing a public safety hazard.

(3) Based on site conditions, the Engineer may require additional best management practices to control off site tracking and dust. These additional BMPs may include:

a. Fencing shall be installed around the perimeter of the development area to ensure that all vehicle traffic adheres to designated construction entrances.

b. Applicants shall take all necessary measures to comply with applicable regulations regarding fugitive dust emissions, including obtaining necessary permits for such emissions. The Engineer may require dust controls including the use of water trucks to wet disturbed areas, tarping stockpiles, temporary stabilization of disturbed areas, and regulation of the speed of vehicles on the site.

(b) Construction vehicles shall avoid water resources. If it is infeasible to provide and maintain an undisturbed natural buffer around water resources, the SWP3 shall comply with all the following additional requirements:

(1) All stream crossings shall be designed as specified in the most recent edition of Rainwater and Land Development.

(2) Temporary stream crossings shall be constructed if water resources or wetlands will be crossed by construction vehicles during construction.

(3) Construction of bridges, culverts, or sediment control structures shall not place soil, debris, or other particulate material into or close to the water resources or wetlands in such a manner that it may slough, slip, or erode.

(4) Protected areas or critical areas, including wetlands and riparian areas shall be physically marked in the field prior to earth disturbing activities.

(c) For sites that will not be completed by October 1, a Pre-Winter Stabilization Meeting shall be held by the landowner and the developer, engineer and contractor of the project and the City prior to October 1, in order to plan and approve winter erosion and sediment controls as defined in the most current online edition of Rainwater and Land Development.

1005.10 ABBREVIATED STORMWATER POLLUTION PREVENTION PLAN (SWP3)

(a) In order to control sediment pollution of water resources, the applicant shall submit an Abbreviated SWP3 in accordance with the requirements of this regulation.

(b) The Abbreviated SWP3 shall be certified by a professional engineer, a registered surveyor, certified professional erosion and sediment control specialist, or a registered landscape architect.

(c) The Abbreviated SWP3 shall include a minimum of the following BMPs. The Engineer may require other BMPs as site conditions warrant.

(1) Construction Entrances: Construction entrances shall be built and shall serve as the only permitted points of ingress and egress to the development area. These entrances shall be built of a stabilized pad of aggregate stone or recycled concrete or cement sized greater than 2" in diameter and placed over a geotextile fabric.

(2) Concrete Truck Wash Out: The washing of concrete material into a street, catch basin, or other public facility or natural resource is prohibited. A designated area for concrete washout shall be indicated on the plan. Use for other waste and wastewater is prohibited.

(3) Street Sweeping: Streets directly adjacent to construction entrances and receiving traffic from the development area shall be cleaned daily to remove sediment tracked off-site. If applicable, the catch basins on these streets nearest to the construction entrances shall be cleaned weekly.

(4) Stabilization: The development area shall be stabilized as detailed in Table 4.

Table 4: Stabilization

Area requiring stabilization	Time frame to apply erosion controls
Any disturbed area within 50 feet of a surface water of the state and not at final grade.	Within 2 days of the most recent disturbance if that area will remain idle for more than 14 days
For all construction activities, any disturbed area, including soil stockpiles, that will be dormant for more than 14 days but less than one year, and not within 50 feet of a stream.	Within 7 days of the most recent disturbance within the area
Disturbed areas that will be idle over winter	Prior to November 1
Areas at final grade	Within 7 days of reaching final grade or within 2 days of reaching final grade for areas within 50 feet of a surface water of the state
Note: Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed. These techniques may include mulching or erosion matting.	

(5) Inlet Protection. Erosion and sediment control practices, such as boxed inlet protection, shall be installed on storm water catch basins located on the subject property and, if there is no threat to public safety, on curb inlets closest to the construction entrance, to minimize sediment-laden water entering active storm drain systems, including rear yard inlets.

(6) Silt Fence and Other Perimeter Controls. Silt fence and other perimeter controls approved by the City shall be used to protect adjacent properties and water resources from sediment discharged via sheet (diffused) flow. Silt fence shall be placed along level contours and the permissible drainage area is limited to those indicated in in the Construction General Permit.

(7) Internal Inspection and Maintenance. All controls on the development area shall be inspected at least once every seven calendar days and within 24 hours after any storm event greater than one-half inch of rain per 24-hour period. Maintenance shall occur as detailed below:

a. When BMPs require repair or maintenance. If the internal inspection reveals that a BMP is in need of repair or maintenance, with the exception of a sediment-settling pond, it must be repaired or maintained within three (3) days of the inspection. Sediment settling ponds must be repaired or maintained within ten (10) days of the inspection.

b. When BMPs fail to provide their intended function. If the internal inspection reveals that a BMP fails to perform its intended function and that another, more appropriate control practice is required, the Abbreviated SWP3 must be amended and the new control practice must be installed within ten (10) days of the inspection.

c. When BMPs depicted on the Abbreviated SWP3 are not installed. If the internal inspection reveals that a BMP has not been implemented in accordance with the schedule, the BMP must be implemented within ten (10) days from the date of the inspection. If the inspection reveals that the planned control practice is not needed,

the record must contain a statement of explanation as to why the control practice is not needed.

(8) Final Stabilization: Final stabilization is achieved when the site has reached 70% cover and when the Engineer approves the site condition.

1005.11 FEES

The SWP3 and Abbreviated SWP3 review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the City before the review process begins. Please consult with the Engineer for current fee schedule. Applicants will be charged $250 for each additional inspection that the City must conduct if a site has one of the following compliance issues:

(a) Construction activities have started at the site with no SWP3 completed;

(b) Failure to install sediment basin(s) when the SWP3 and/or site drainage clearly indicate as a first step (within 7 days prior to grading and within 7 days of grubbing)

(c) Failure to implement any sediment/erosion controls; or

(d) Dewatering activities resulting in turbid discharges.

1005.12 BOND

(a) If a SWP3 or abbreviated SWP3 is required by this regulation, soil disturbing activities shall not be permitted until a cash bond or deposit has been deposited with the City Finance Department, with notice to the Engineer. The amount shall be one thousand five hundred dollars ($1,500) minimum, and an additional one thousand five hundred dollars ($1,500) paid for each subsequent acre or fraction thereof or the cost of stabilizing disturbed areas based on a fee schedule established by the City**.** The bond will be used for the City to perform the obligations otherwise to be performed by the owner of the development area as stated in this regulation and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this regulation. The cash bond shall be returned, less City administrative fees, after all work required by this regulation has been completed and final stabilization has been reached, all as determined by the Engineer.

(b) A portion of bond (equivalent of cost to apply final stabilization) will be retained until all areas disturbed by construction activity are permanently stabilized and a Notice of Termination has been submitted to Ohio EPA. Where vegetative growth is used to achieve permanent stabilization, the area shall comply with final stabilization requirements of the Construction General Permit.

(c) No project subject to this regulation shall commence without a SWP3 or Abbreviated SWP3 approved by the Engineer.

1005.13 ENFORCEMENT

(a) If the City, ~~or~~ its duly authorized representative, and/or another applicable governing regulatory authority, [LJ4]determines that a violation of the regulations adopted under this code exist, the City or representative may issue an immediate stop work order if the violator failed to obtain any

federal, state, or local permit necessary for sediment and erosion control, earth movement, clearing, or cut and fill activity.

(b) All development areas may be subject to inspections by the Engineer or City Inspector ~~SWCD [LJ5]~~to ensure compliance with the approved SWP3 or Abbreviated SWP3.

(c) After each inspection, the Engineer shall prepare and distribute a status report to the applicant.

(d) If an inspection determines that operations are being conducted in violation of the approved SWP3 or Abbreviated SWP3, the Engineer may take action as detailed in this Chapter.

(e) Failure to maintain and repair erosion and sediment controls per the approved SWP3 plan may result in the following escalation. The penalty is determined by the total number of violations per site even if the violations are for different BMPs.

(1) First Violation: The Engineer shall issue a Notice of Deficiency to the owner or operator. All controls are to be repaired or maintained per the SWP3 plan within three (3) days of the notification. If controls have not been corrected after this time, the Engineer may issue a Stop Work Order for all activities until corrections have been made.

(2) Second Violation: The Engineer may issue a formal Notice of Violation which includes a $500 administrative fee against the SWP3 Bond or site plan deposit. All controls are to be repaired or maintained per the approved SWP3 plan within three (3) days of the Notice of Violation. If controls have not been corrected after this time, the Engineer may issue a Stop Work Order for all activities until corrections have been made.

(3) Third and subsequent violations: The Engineer may issue a Stop Work Order for all construction activities and charge a $1,000 administrative fee against the SWP3 bond or site plan deposit. The Stop Work Order will be lifted once all controls are in compliance with the approved SWP3 plan.

(f) The Engineer shall have the authority to make immediate on-site adjustments to the SWP3 in order to achieve compliance with this ordinance.

(g) A final inspection will be made to determine if the criteria of this code has been satisfied and a report will be presented to the City and the site operator on the site's compliance status.

(h) The Engineer will monitor soil-disturbing activities for non-farm residential, commercial, industrial, or other non-farm purposes on land of less than one contiguous acre to ensure compliance required by these regulations.

(i) The Engineer shall notify the U.S. Army Corps of Engineers when a violation on a development project covered by an Individual or Nationwide Permit is identified. The Engineer shall notify the Ohio Environmental Protection Agency when a violation on a development project covered by a Section 401 Water Quality Certification and/or Isolated Wetland Permit is identified.

(j) The City shall not issue building permits for projects regulated under this Chapter that have not received approval for an Abbreviate SWP3 or SWP3 for said project(s).

1005.15 APPEALS

Any person aggrieved by any order, requirement, determination, or any other action or inaction by the City in relation to this regulation may appeal to the court of common pleas. Written notice of appeal shall be served on the City.

1005.99 PENALTY[LJ6]

(a) Any person who shall violate any section of this regulation is guilty of a misdemeanor of the first degree, and upon conviction thereof, shall be subject to punishment as provided in Section 1105.99 of the Zoning Code.

(b) The imposition of any other penalties provided herein shall not preclude the City instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the Building Commissioner.

INTRODUCED BY: ORDINANCE NO. 2022-128

AN ORDINANCE AMENDING BCO CHAPTER 1007, TITLED "COMPREHENSIVE STORMWATER MANAGEMENT" AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City Engineer and the Environmental Manager have requested to Amend BCO Chapter 1007, titled "Comprehensive Stormwater Management" to include changes to the City of Beachwood Stormwater Management program; and

WHEREAS, these changes were reviewed and recommended by the Stormwater Commission to Council for approval.

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 BCO Chapter 1007, titled "Comprehensive Stormwater Management", to read and provide, in its entirety, as indicated in Exhibit "A" which is attached hereto and incorporated herein. Changes are in **red**.

Section 2: Any other Ordinances or parts thereof in conflict herewith be, and the same hereby are, repealed to the extent of the conflict and all Ordinances not amended by this Ordinance shall remain in full force and effect.

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 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 be effective as soon as possible; 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 3rd day of October, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____

Clerk

Approval: I have approved this legislation this 3rd day of October, 2022, and filed it with the Clerk.

_____

Mayor

CHAPTER 1007 Comprehensive Stormwater Management

1007.01 Purpose and scope.
1007.02 Definitions.
1007.03 Disclaimer of liability.
1007.04 Conflicts, severability, nuisances and responsibility.
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CROSS REFERENCES

Riparian and wetland setbacks - see P. & Z. Ch. 1001
Illicit discharge and illegal connection control - see P. & Z. Ch. 1003
Erosion and sediment control - see P. & Z. Ch. 1005

1007.01 PURPOSE AND SCOPE

(a) The purpose of this regulation is to establish technically feasible and economically reasonable stormwater management standards to achieve a level of stormwater quality and quantity control that will minimize damage to property and degradation of water resources and will promote and maintain the health, safety, and welfare of the citizens of the City.

(b) This regulation requires owners who develop or redevelop their property within the City to:

(1) Control stormwater runoff from their property and ensure that all Stormwater Control Measures (SCMs) are properly designed, constructed, and maintained.

(2) Reduce water quality impacts to receiving water resources that may be caused by new development or redevelopment activities.

(3) Control the volume, rate, and quality of stormwater runoff originating from their property so that surface water and groundwater are protected and flooding and erosion potential are not increased.

(4) Minimize the need to construct, repair, and replace subsurface storm drain systems.

(5) Preserve natural infiltration and groundwater recharge, and maintain subsurface flow that replenishes water resources, except in slippage prone soils**.**

(6) Incorporate stormwater quality and quantity controls into site planning and design at the earliest possible stage in the development process.

(7) Reduce the expense of remedial projects needed to address problems caused by inadequate stormwater management.

(8) Maximize use of SCMs that serve multiple purposes including, but not limited to, flood control, erosion control, fire protection, water quality protection, recreation, and habitat preservation.

(9) Design sites to minimize the number of stream crossings and the width of associated disturbance in order to minimize the City's future expenses related to the maintenance and repair of stream crossings.

(10) Maintain, promote, and re-establish conditions necessary for naturally occurring stream processes that assimilate pollutants, attenuate flood flows, and provide a healthy water resource.

(c) This regulation shall apply to all parcels used or being developed, either wholly or partially, for new or relocated projects involving highways and roads; subdivisions or larger common plans of development; industrial, commercial, institutional, or residential projects; building activities on farms; redevelopment activities; grading; and all other uses that are not specifically exempted in Section 1007.01.

(d) Public entities, including the State of Ohio, Cuyahoga County, and the City shall comply with this regulation for linear projects within public rights-of way (e.g. roadway and sidewalk projects).

(e) This regulation does not require a Comprehensive Stormwater Management Plan for linear construction projects, such as pipeline or utility line installation, that do not result in the installation of impervious surface as determined by the Engineer or Ohio EPA. Such projects must be designed to minimize the number of stream crossings and the width of disturbance. Linear construction projects must comply with the requirements of Chapter 1005 Erosion and Sediment Control.

1007.02 DEFINITIONS

The definitions contained in Ohio Environmental Protection Agency ("Ohio EPA")'s Construction General Permit entitled "Authorization for Storm Water Discharges Associated with Construction Activity under the National Pollutant Discharge Elimination System" and Ohio EPA's Municipal Separate Storm Sewer (MS4) Permit entitled "Authorization for Small Municipal Separate Storm Sewer Systems to Discharge Stormwater Under the National Pollutant Discharge Elimination System" in effect at the time a permit is applied for under this chapter shall apply to this chapter and the following definitions shall also apply:

(a) ACRE: A measurement of area equaling 43,560 square feet.

(b) AS-BUILT SURVEY: A survey shown on a plan or drawing prepared by a registered Professional Surveyor indicating the actual dimensions, elevations, and locations of any structures, underground utilities, swales, detention facilities, and sewage treatment facilities after construction has been completed.

(c) CITY: The City of Beachwood, its designated representatives, boards, or commissions.

(d) COMPREHENSIVE STORMWATER MANAGEMENT PLAN: The written document and plans meeting the requirements of this regulation that sets forth the plans, practices, and SCMs to minimize stormwater runoff from a development area, to safely convey or temporarily store and release post-development runoff at an allowable rate to minimize flooding and stream bank erosion, and to protect or improve stormwater quality and stream channels.

(e) CONSTRUCTION GENERAL PERMIT: The most recent General National Pollutant Discharge Elimination System (NPDES) permit for authorization of storm water discharges associated with construction activities issued by Ohio EPA (Ohio EPA Permit #OHC000005 and its successors).

(f) CRITICAL STORM: A storm that is determined by calculating the percentage increase in volume of runoff by a proposed development area for the 1-year 24-hour event. The critical storm is used to calculate the maximum allowable stormwater discharge rate from a developed site.

(g) DEVELOPMENT AREA: A parcel or contiguous parcels owned by one person or persons, or operated as one development unit, and used or being developed for commercial, industrial, residential, institutional, or other construction or alteration that changes runoff characteristics.

(h) DEVELOPMENT DRAINAGE AREA: A combination of each hydraulically unique watershed with individual outlet points on the development area.

(i) DISTURBED AREA: An area of land subject to erosion due to the removal of vegetative cover and/or soil disturbing activities.

(j) DRAINAGE: The removal of excess surface water or groundwater from land by surface or subsurface drains.

(k) ENGINEER: The City Engineer and/or the City Engineer's designee, who shall work under and in coordination with the City Engineer.

(l) EROSION: The process by which the land surface is worn away by the action of wind, water, ice, gravity, or any combination of those forces

(m) GRADING: The process in which the topography of the land is altered to a new slope.

(n) IMPERVIOUS COVER: Any surface that cannot effectively absorb or infiltrate water. This may include roads, streets, parking lots, rooftops, sidewalks, and other areas not covered by vegetation.

(o) MAXIMUM EXTENT PRACTICABLE: The level of pollutant reduction that operators of small municipal separate storm sewer systems regulated under 40 C.F.R. Parts 9, 122, 123, and 124, referred to as NPDES Stormwater Phase II, must meet.

(p) POST-DEVELOPMENT: The conditions that exist following the completion of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.

(q) PRE-CONSTRUCTION MEETING: Meeting prior to construction between all parties associated with the construction of the project including government agencies, contractors and owners to review agency requirements and plans as submitted and approved.

(r) PRE-DEVELOPMENT: The conditions that exist prior to the initiation of soil disturbing activity in terms of topography, vegetation, land use, and the rate, volume, quality, or direction of stormwater runoff.

(s) PROFESSIONAL ENGINEER: A Professional Engineer registered in the State of Ohio with specific education and experience in water resources engineering, acting in conformance with the Code of Ethics of the Ohio State Board of Registration for Engineers and Surveyors.

(t) RUNOFF: The portion of rainfall, melted snow, or irrigation water that flows across the ground surface and is eventually returned to water resources.

(u) SEDIMENT: The soils or other surface materials that can be transported or deposited by the action of wind, water, ice, or gravity as a product of erosion.

(v) SITE OWNER: Any individual, corporation, firm, trust, commission, board, public or private partnership, joint venture, agency, unincorporated association, municipal corporation, county or state agency, the federal government, other legal entity, or an agent thereof that is responsible for the overall construction site.

(w) SOIL DISTURBING ACTIVITY: Clearing, grading, excavating, filling, or other alteration of the earth's surface where natural or human made ground cover is destroyed that may result in, or contribute to, increased stormwater quantity and/or decreased stormwater quality.

(x) STORMWATER CONTROL MEASURE (SCM): A structure or area designed to remove pollutants from stormwater and- /or reduce stormwater flow rates. SCMs are a subset of Best Management Practices (BMPs) as defined in the Construction General Permit.

(y) WATER RESOURCE: Any stream, lake, reservoir, pond, marsh, wetland, or waterway situated wholly or partly within the boundaries of the state, except those private waters which do not combine or affect a junction with surface water. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the Ohio Revised Code are not included

(z) WATER RESOURCE CROSSING: Any bridge, box, arch, culvert, truss, or other type of structure intended to convey people, animals, vehicles, or materials from one side of a watercourse to

another. This does not include private, non-commercial footbridges or pole mounted aerial electric or telecommunication lines, nor does it include below grade utility lines.

(aa) WATERSHED: The total drainage area contributing stormwater runoff to a single point.

(bb) WETLAND: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas (40 CFR 232, as amended).

1007.03 DISCLAIMER OF LIABILITY

(a) Compliance with the provisions of this regulation shall not relieve any person from responsibility for damage to any person otherwise imposed by law. The provisions of this regulation are promulgated to promote the health, safety, and welfare of the public and are not designed for the benefit of any individual or any particular parcel of property.

(b) By approving a Comprehensive Stormwater Management Plan under this regulation, the City does not accept responsibility for the design, installation, and operation and maintenance of SCMs.

1007.04 CONFLICTS, SEVERABILITY, NUISANCES & RESPONSIBILITY

(a) Where this regulation is in conflict with other provisions of law or ordinance or requirements in the Construction General Permit, the most restrictive provisions, as determined by the Engineer shall prevail.

(b) If any clause, section, or provision of this regulation is declared invalid or unconstitutional by a court of competent jurisdiction, the validity of the remainder shall not be affected thereby.

(c) This regulation shall not be construed as authorizing any person to maintain a nuisance on their property, and compliance with the provisions of this regulation shall not be a defense in any action to abate such a nuisance.

(d) Failure of the City to observe or recognize hazardous or unsightly conditions or to recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the City, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

(e) The Engineer shall administer, implement, and enforce the provisions of this Chapter.

1007.05 DEVELOPMENT OF COMPREHENSIVE STORMWATER MANAGEMENT PLANS

(a) This regulation requires that a Comprehensive Stormwater Management Plan be developed and implemented for all soil disturbing activities disturbing one (1) or more acres of total land, or less than one (1) acre if part of a larger common plan of development or sale disturbing one (1) or more acres of total land, and on which any regulated activity of Section 1007.01 (C) is proposed. A Comprehensive Stormwater Management Plan must be developed and implemented for all commercial and industrial site development disturbing more than four thousand (4,000) square

feet. The Engineer may require a Comprehensive Stormwater Management Plan for any soil disturbing activity.

(b) The City shall administer this regulation, shall be responsible for determination of compliance with this regulation, and shall issue notices and orders as may be necessary. The City may consult with the Cuyahoga County SWCD, state agencies, private engineers, stormwater districts, or other technical experts in reviewing the Comprehensive Stormwater Management Plan.

1007.06 APPLICATION PROCEDURES

(a) Pre-Application Meeting: The applicant shall attend a Pre-Application Meeting with the Engineer, Building Commissioner, and City Planner to discuss the proposed project, review the requirements of this regulation, identify unique aspects of the project that must be addressed during the review process, and establish a preliminary review and approval schedule.

(b) Preliminary Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Preliminary Comprehensive Stormwater Management and the applicable fees to the Building Commissioner. The Preliminary Plan shall show the proposed property boundaries, setbacks, dedicated open space, public roads, water resources, SCMs, and easements in sufficient detail and engineering analysis to allow the Engineer to determine if the site is laid out in a manner that meets the intent of this regulation and if the proposed SCMs are capable of controlling runoff from the site in compliance with this regulation. The applicant shall submit two (2) sets of the Preliminary Plan and applicable fees as follows:

(1) For subdivisions: In conjunction with the submission of the preliminary subdivision plan.

(2) For other construction projects where the development or redevelopment plan will result in the installation of impervious area, artificial turf or permeable pavement systems: In conjunction with the application for a zoning or building permit.

(c) Final Comprehensive Stormwater Management Plan: The applicant shall submit two (2) sets of a Final Comprehensive Stormwater Management Plan and the applicable fees to the Building Commissioner in conjunction with the submittal of the final plat, improvement plans, or application for a building or zoning permit for the site. Final Comprehensive Stormwater Management Plans shall meet the requirements of Section 1007.08 and shall be approved by the Engineer prior to approval of the final plat and/or before issuance of a building permit by the Building Commissioner.

(d) Review and Comment: The Engineer shall review the Preliminary and Final Plans submitted and shall approve or return for revisions with comments and recommendations for revisions. A Preliminary or Final Plan rejected because of deficiencies shall receive a narrative report stating specific problems and the procedures for filing a revised Preliminary or Final Plan.

(e) Approval Necessary: Land clearing and soil-disturbing activities shall not begin and zoning and/or building permits shall not be issued without an approved Comprehensive Stormwater Management Plan.

(f) Valid for Two Years: Approvals issued in accordance with this regulation shall remain valid for two

(2) years from the date of approval or as stipulated in the Construction General Permit.

1007.07 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

Approvals issued in accordance with this regulation do not relieve the applicant of responsibility for obtaining all other necessary permits and/or approvals from other federal, state, and/or county agencies. If requirements vary, the most restrictive shall prevail. These permits may include, but are not limited to, those listed below. Applicants are required to show proof of compliance with these regulations before the City will issue a building or zoning permit.

(a) Ohio Environmental Protection Agency (Ohio EPA) National Pollutant Discharge Elimination System (NPDES) Permits authorizing stormwater discharges associated with construction activity or the most current version thereof: Proof of compliance with these requirements shall be the applicant's Notice of Intent (NOI), a copy of the Ohio EPA Director's Authorization Letter with NPDES Facility Permit number for the NPDES Permit, or a letter from the site owner certifying and explaining why the NPDES Permit is not applicable.

(b) Section 401 of the Clean Water Act: Proof of compliance shall be a copy of the Ohio EPA Water Quality Certification application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 401 of the Clean Water Act is not applicable. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.

(c) Ohio EPA Isolated Wetland or Ephemeral Stream Permit: Proof of compliance shall be a copy of Ohio EPA's Isolated Wetland Permit or Ephemeral Stream Permit application tracking number, public notice, project approval, or a letter from the site owner certifying that a qualified professional has surveyed the site and determined that Ohio EPA's Isolated Wetlands Permit or Ephemeral Stream Permit is not applicable. Isolated wetlands shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.

(d) Section 404 of the Clean Water Act: Proof of compliance shall be a copy of the U.S. Army Corps of Engineers Individual Permit application, public notice, or project approval, if an Individual Permit is required for the development project. If an Individual Permit is not required, the site owner shall submit proof of compliance with the U.S. Army Corps of Engineer's Nationwide Permit Program. This shall include one of the following:

(1) A letter from the site owner certifying that a qualified professional has surveyed the site and determined that Section 404 of the Clean Water Act is not applicable.

(2) A site plan showing that any proposed fill of waters of the United States conforms to the general and special conditions specified in the applicable Nationwide Permit. Wetlands, and other waters of the United States, shall be delineated by protocols accepted by the U.S. Army Corps of Engineers at the time of application of this regulation.

(e) Ohio Dam Safety Law: Proof of compliance shall be a copy of the ODNR Division of Water Resources permit application tracking number, a copy of the project approval letter from the

ODNR Division of Water Resources, or a letter from the site owner certifying and explaining why the Ohio Dam Safety Law is not applicable.

1007.08 COMPREHENSIVE STORMWATER MANAGEMENT PLAN

(a) Comprehensive Stormwater Management Plan Required: The applicant shall develop a Comprehensive Stormwater Management Plan describing how the quantity and quality of stormwater will be managed after construction is completed for every discharge from the site and/or into a water resource or small municipal separate storm sewer system (MS4). Comprehensive Stormwater Management Plans must meet the requirements in the Construction General Permit and these regulations.

(b) Preparation by Professional Engineer: The Comprehensive Stormwater Management Plan shall be prepared by a registered Professional Engineer and include supporting calculations, plan sheets, and design details. To the extent necessary, as determined by the Engineer**,** a site survey shall be performed by a registered Professional Surveyor to establish boundary lines, measurements, or land surfaces.

(c) Community Procedures: The Engineer shall prepare and maintain procedures providing specific criteria and guidance to be followed when designing the stormwater management system for the site. These procedures may be updated from time to time, at the discretion of the Engineer based on improvements in engineering, science, monitoring, and local maintenance experience. The Engineer shall make the final determination of whether SCMs proposed in the Comprehensive Stormwater Management Plan meet the requirements of this regulation.

(d) Contents of Comprehensive Stormwater Management Plan: The Comprehensive Stormwater Management Plan must contain all elements and meet all requirements specified in the Construction General Permit. It shall also meet the following requirements.

(1) Location information: The application shall note the phase, if applicable, of the overall development plan and list sublot numbers if project is a subdivision.

(2) Site maps and SCM design plans: It is preferred that all SCMs and the entire site be shown on one plan sheet to allow a complete view of the site during plan review. If a smaller scale is used to accomplish this, separate sheets providing an enlarged view of areas on individual sheets should also be provided. Existing and proposed drainage patterns and any relevant offsite SCMs should be depicted. For each SCM, include the following:

a. An individual identification number
b. Location and size
c. Final site conditions and detail drawings of stormwater inlets and permanent SCMs. Details of SCMs shall be drawn to scale and shall show relevant volumes, elevations and sizes of contributing drainage areas.
d. A completed Ohio EPA WQv Calculator Spreadsheet and/or Runoff Reduction Spreadsheet or other equivalent compliance tools provided by Ohio EPA.
e. Any supplemental information requested by the Engineer.

(3) Required Calculations: The applicant shall submit calculations for projected stormwater

runoff flows, volumes, and timing into and through all SCMs for flood control, channel protection, water quality, and the condition of the habitat, stability, and incision of each water resource and its floodplain. These submittals shall be completed for both pre- and post-development land use conditions and shall include the underlying assumptions and hydrologic and hydraulic methods and parameters used for these calculations. The applicant shall also include critical storm determination and demonstrate that the runoff from offsite areas have been considered in the calculations. For each SCM, identify the drainage area and size in acres, percent impervious cover within the drainage area, volumetric runoff coefficient, peak discharge, and the time of concentration for each subwatershed. Pervious and impervious areas should be treated as separate subwatershed unless allowed at the discretion of the Engineer. Identify the SCM surface area, discharge and dewatering time, outlet type and dimensions.

(4) Inspection and Maintenance Agreement: The Inspection and Maintenance Agreement required for SCMs under this regulation is a stand-alone document between the City and the applicant. This agreement shall be recorded with the County.

(5) Inspection and Maintenance Plan: This plan will meet the requirements of the Construction General Permit and will be developed by the applicant and reviewed by the Engineer. Maintenance requirements of each SCM during and after construction should be included. Once the Inspection and Maintenance Plan is approved, a recorded copy of the Plan must be provided to the property owner or association that will be responsible for long-term operation and maintenance of the SCM and submitted to the Engineer as part of the final inspection approval as described in 1007.12.

1007.09 PERFORMANCE STANDARDS

(a) General: The stormwater system, including SCMs for storage, treatment and control, and conveyance facilities, shall be designed to prevent structure flooding during the 100-year, 24-hour storm event; to maintain predevelopment runoff patterns, flows, and volumes; to meet the requirements of the Construction General Permit; and to meet the following criteria:

(1) Integrated SCMs that address degradation of water resources. The SCMs shall function as an integrated system that controls flooding and minimizes the degradation of the water resources receiving stormwater discharges from the site. Acceptable SCMs shall:

a. Not disturb riparian areas, unless the disturbance is intended to support a streambank stabilization project and complies with Section 1001.07 Uses Permitted in Wetland and Riparian Setbacks.

b. Maintain predevelopment hydrology and groundwater recharge on as much of the site as practicable. Where feasible, bioretention, permeable pavement with infiltration, underground storage with infiltration, infiltration trenches, infiltration basins, and/or rainwater harvesting must be the water quality SCMs used. Separate SCMs may be used for peak discharge control and water quality treatment.

c. Only install new impervious surfaces and compact soils where necessary to

support the future land use.

d. Compensate for increased runoff volumes caused by new impervious surfaces and soil compaction by reducing stormwater peak flows to less than predevelopment levels.

e. Be designed according to the methodology included in the most current edition of *Rainwater and Land Development* or another design manual acceptable for use by the City and Ohio EPA.

(2) Practices designed for final use: SCMs shall be designed to achieve the stormwater management objectives of this regulation, to be compatible with the proposed post-construction use of the site, to protect the public health, safety, and welfare, and to function safely with routine maintenance.

(3) Stormwater management for all lots: Areas developed for a subdivision, as defined in Chapter 1101 shall provide stormwater management and water quality controls for the development of all subdivided lots. This shall include provisions for lot grading and drainage that prevent structure flooding during the 100-year, 24-hour storm; and maintain, to the extent practicable, the pre-development runoff patterns, volumes, and peaks from each lot.

(4) Stormwater facilities in water resources: SCMs and related activities shall not be constructed in water resources unless the applicant shows proof of compliance with all appropriate permits from the Ohio EPA, the U.S. Army Corps, and other applicable federal, state, and local agencies as required in Section 1007.07 of this regulation, and the activity is in compliance with Chapter 1005 Erosion and Sediment Control and Chapter 1001 Riparian and Wetland Setbacks, all as determined by the Engineer.

(5) Stormwater ponds and surface conveyance channels: All stormwater pond and surface conveyance designs must provide a minimum of two (2) foot freeboard above the projected peak stage within the facility during the 100-year, 24-hour storm. When designing stormwater ponds and conveyance channels, the applicant shall consider public safety as a design factor and alternative designs must be implemented where site limitations would preclude a safe design.

(6) Exemption: The site where soil-disturbing activities are conducted shall be exempt from the requirements of Section 1007.09 if it can be shown to the satisfaction of the Engineer that the site is part of a larger common plan of development where the stormwater management requirements for the site are provided by an existing SCM, or if the stormwater management requirements for the site are provided by SCMs defined in a regional or local stormwater management plan approved by the City and the requirements in the Construction General Permit are met.

(7) Maintenance: All SCMs shall be maintained in accordance with the Inspection and Maintenance Plan and Agreements approved by the Engineer.

(8) Ownership: Unless otherwise required by the City, SCMs serving multiple lots in

subdivisions shall be on a separate lot held and maintained by an entity of common ownership. SCMs serving single lots shall be placed on these lots, protected within an easement, and maintained by the property owner.

(9) Preservation of Existing Natural Drainage: Practices that preserve the existing natural drainage shall be used to the maximum extent practicable. Such practices may include minimizing site grading and compaction; protecting and/or restoring water resources, riparian areas, and existing vegetation and vegetative buffer strips; phasing of construction operations in order to minimize the amount of disturbed land at any one time, and designation of tree preservation areas or other protective clearing and grubbing practices; and maintaining unconcentrated stormwater runoff to and through these areas.

(10) Post-Construction Soil Restoration: Except for areas that will be covered by impervious surface or have been incorporated into an SCM, the soil moisture-holding capacity of areas that have been cleared and graded must be restored to that of the original, undisturbed soil to the maximum extent practicable. Areas that have been compacted or had the topsoil or duff layer removed should be amended using the soil profile restoration design criteria in *Rainwater and Land Development*.

(b) Stormwater Conveyance Design Criteria: All SCMs shall be designed to convey stormwater to allow for the maximum removal of pollutants and reduction in flow velocities. This shall include but not be limited to:

(1) Surface water protection: The Engineer may allow modification to streams, rivers, lakes, wetlands or other surface waters only if the applicant shows proof of compliance with all appropriate permits from the Ohio EPA, the U.S. Army Corps, and other applicable federal, state, and local agencies as required in Section 1007.07 of this regulation, and the activity is in compliance with Section 1005 Erosion and Sediment Control and Chapter 1001 Riparian and Wetland Setbacks, all as determined by the Engineer**.** At a minimum, stream relocation designs must show how the project will minimize changes to the vertical stability, floodplain form, channel form, and habitat of upstream and downstream channels on and off the property.

(2) Off-site stormwater discharges: Off-site stormwater runoff that discharges to or across the applicant's development site shall be conveyed through the stormwater conveyance system planned for the development site at its existing peak flow rates during each design storm. Off-site flows shall be diverted around stormwater quality control facilities or the stormwater quality control facility shall be sized to treat the off-site flow. Comprehensive Stormwater Management Plans will not be approved until it is demonstrated to the satisfaction of the Engineer that off-site runoff will be adequately conveyed through the development site in a manner that does not exacerbate upstream or downstream flooding and erosion.

(3) Sheet flow: The site shall be graded in a manner that maintains sheet flow over as large an area as possible. The maximum area of sheet flow shall be determined based on the slope, the uniformity of site grading, and the use of easements or other legally-binding mechanisms that prohibit re-grading and/or the placement of structures within sheet

flow areas. The sheet flow length shall not exceed 75 feet from impervious area or 150 feet from pervious areas. Flow shall be directed into an open channel, storm sewer, or other SCMs from areas too long and/or too large to maintain sheet flow, all as determined by the Engineer.

(4) Open channels: Unless otherwise allowed by the Engineer, drainage tributary to SCMs shall be provided by an open channel with vegetated banks and designed to carry the 10-year, 24-hour stormwater runoff from upstream contributory areas.

(5) Open drainage systems: Open drainage systems shall be preferred on all new development sites to convey stormwater where feasible. Storm sewer systems shall be allowed only when the site cannot be developed at densities allowed under City zoning or where the use of an open drainage system affects public health or safety, all as determined by the Engineer. The following criteria shall be used to design storm sewer systems when necessary:

a. Storm sewers shall be designed such that they do not surcharge from runoff caused by the 10-year, 24-hour storm, and that the hydraulic grade line of the storm sewer stays below the gutter flow line of the overlying roadway, or below the top of drainage structures outside the roadway during a 25-year, 24-hour storm. The system shall be designed to meet these requirements when conveying the flows from the contributing drainage area within the proposed development and existing flows from offsite areas that are upstream from the development.

b. The minimum inside diameter of pipe to be used in public storm sewer systems is twelve (12) inches. Smaller pipe sizes may be used in private systems, subject to the approval of the Engineer.

c. All storm sewer systems shall be designed taking into consideration the tailwater of the receiving facility or water resource. The tailwater elevation used shall be based on the design storm frequency. The hydraulic grade line for the storm sewer system shall be computed with consideration for the energy losses associated with entrance into and exit from the system, friction through the system, and turbulence in the individual manholes, catch basins, and junctions within the system.

d. The inverts of all curb inlets, manholes, yard inlets, and other structures shall be formed and channelized to minimize the incidence of quiescent standing water where mosquitoes may breed.

e. Headwalls shall be required at all storm sewer inlets or outlets to and from open channels or lakes.

(6) Water Resource Crossings: The following criteria shall be used to design structures that cross a water resource in the City:

a. Water resource crossings other than bridges shall be designed to convey the stream's flow based on the most recent Cuyahoga County Engineer Drainage

Manual Supplement to ODOT Location and Design Manual Volume 2, Drainage Design Section 1000 and 1100.

b. Bridges, open bottom arch or spans are the preferred crossing technique and shall be considered in the planning phase of the development. Bridges and open spans should be considered for all State Scenic Rivers, coldwater habitat, exceptional warmwater habitat, seasonal salmonid habitat streams, and Class III headwater streams. The footers or piers for these bridges and open spans shall not be constructed below the ordinary high water mark.

c. If a culvert or other closed bottom crossing is used, twenty-five (25) percent of the cross-sectional area or a minimum of 1 foot of box culverts and pipe arches must be embedded below the channel bed. The conduit or conveyance must be sized to meet the most recent Cuyahoga County Engineer Drainage Manual Supplement to ODOT Location and Design Manual Volume 2, Drainage Design Section 1000 and 1100.

d. The minimum inside diameter of pipes to be used for crossings shall be 12 inches.

e. The maximum slope allowable shall be a slope that produces a 10-fps velocity within the culvert barrel under design flow conditions. Erosion protection and/or energy dissipaters shall be required to properly control entrance and outlet velocities.

f. All culvert installations shall be designed with consideration for the tailwater of the receiving facility or water resource. The tailwater elevation used shall be based on the design storm frequency.

g. Headwalls shall be required at all culvert inlets or outlets to and from open channels or lakes.

h. Streams with a drainage area of 5 square miles or larger shall incorporate floodplain culverts at the bankfull elevation to restrict head loss differences across the crossing so as to cause no rise in the 100-year storm event.

i. Bridges shall be designed such that the hydraulic profile through a bridge shall be below the bottom chord of the bridge for either the 100-year, 24-hour storm, or the 100-year flood elevation as determined by FEMA, whichever is more restrictive.

(7) Overland flooding: Overland flood routing paths shall be used to convey stormwater runoff from the 100-year, 24-hour storm event to an adequate receiving water resource or SCM such that the runoff is contained within the drainage easement for the flood routing path and does not cause flooding of buildings or related structures. The peak 100-year water surface elevation along flood routing paths shall be at least two feet below the finished grade elevation of all structures**.** When designing the flood routing paths, the conveyance capacity of the site's storm sewers shall be taken into consideration.

(8) Compensatory flood storage mitigation: In order to preserve floodplain storage volumes and thereby avoid increases in water surface elevations, any filling within floodplains approved by the City must be compensated by providing an equivalent storage volume. First consideration for the location(s) of compensatory floodplain volumes should be given to areas where the stream channel will have immediate access to the new floodplain within the limits of the development site. Consideration will also be given to enlarging existing or proposed retention basins to compensate for floodplain fill if justified by a hydraulic analysis of the contributing watershed. Unless otherwise permitted by the City, reductions in volume due to floodplain fills must be mitigated within the legal boundaries of the development. Embankment slopes used in compensatory storage areas must reasonably conform to the natural slopes adjacent to the disturbed area. The use of vertical retaining structures is specifically prohibited.

(9) Velocity dissipation: Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall to provide non-erosive flow velocity from the structure to a water resource so that the natural physical and biological characteristics and functions of the water resource are maintained and protected.

Stormwater Quality Control: The site shall be designed to direct runoff to one or more SCMs that meet or exceed the criteria in the Construction General Permit.

(c) Stormwater Quantity Control: The Comprehensive Stormwater Management Plan shall describe how the proposed SCMs are designed to meet the following requirements for stormwater quantity control for each watershed in the development:

(1) The peak discharge rate of runoff from the Critical Storm and all more frequent storms occurring under post-development conditions shall not exceed the peak discharge rate of runoff from a 1-year, 24-hour storm occurring on the same development drainage area under pre-development conditions.

(2) Storms of less frequent occurrence (longer return periods) than the Critical Storm, up to the 100-year, 24-hour storm shall have peak runoff discharge rates no greater than the peak runoff rates from equivalent size storms under pre-development conditions. The 1, 2, 5, 10, 25, 50, and 100-year storms shall be considered in designing a facility to meet this requirement.

(3) The Critical Storm for each specific development drainage area shall be determined as follows:

a. Determine, using a curve number-based hydrologic method or other hydrologic method approved by the Engineer the total volume (acre-feet) of runoff from a 1-year, 24-hour storm occurring on the development drainage area before and after development. These calculations shall meet the following standards:

1. Calculations shall include the lot coverage assumptions used for full build out as proposed.

2. Calculations shall be based on the entire contributing watershed to the

development area.

3. Drainage area maps shall include area, curve number, and time of concentrations. Time of concentration shall also show the flow path and the separation in flow type.

4. Use the Precipitation-Frequency Atlas of the United States, NOAA Atlas 14, Vol 2(3) or more current version *[available online: http://hdsc.nws.noaa.gov/hdsc/pfds/]* for rainfall depth data for stormwater design.

5. Use the SCS Type II rainfall distribution for all design events with a recurrence interval greater than 1 year. Include lot coverage assumptions used for full build out of the proposed condition.

6. Curve numbers for the pre-development condition shall reflect the average type of land use over the past 10 years and not only the current land use.
   i. Pre-development Curve Numbers – For all areas, use listed values from TR-55 NRCS USDA
   ii. Post-development Curve Numbers – For all areas, use listed values from TR-55 NRCS USDA

7. Time of Concentration - Use velocity-based methods from TR-55 NRCS USDA to estimate travel time (Tt) for overland (sheet) flow, shallow concentrated flow and channel flow.
   i. Maximum sheet flow length is 100 ft.
   ii. Use the appropriate "unpaved" velocity equation for shallow concentrated flow from Soil Conservation Service National Engineer Handbook Section 4 – Hydrology (NEH-4).

8. The volume reduction provided by permeable pavement, bioretention, or other runoff reduction SCMs may be subtracted from the post-development stormwater volume. Volume reductions for these SCMs may be demonstrated using methods outlined in *Rainwater and Land Development* or a hydrologic model acceptable to the Engineer.

b. To account for future post-construction improvements to the site, calculations shall assume an impervious surface such as asphalt or concrete for all parking areas and driveways except in instances of engineered permeable pavement systems. From the volume determined in Section 1007.09(D)(3)(a), determine the percent increase in volume of runoff due to development. Using the percentage, select the 24-hour Critical Storm from Table 3.

Table 3: 24-Hour Critical Storm

If the Percentage of Increase in Volume of Runoff is:		**The Critical Storm will be:**
Equal to or Greater Than:	and Less Than:	
----	10	1 year
10	20	2 year
20	50	5 year
50	100	10 year
100	250	25 year
250	500	50 year
500	---	100 year
For example, if the percent increase between the pre- and post-development runoff volume for a 1-year storm is 35%, the Critical Storm is a 5-year storm. The peak discharge rate of runoff for all storms up to this frequency shall be controlled so as not to exceed the peak discharge rate from the 1-year frequency storm under pre-development conditions in the development drainage area. The post-development runoff from all less frequent storms need only be controlled to meet pre-development peak discharge rates for each of those same storms.		

(d) Stormwater Management for Previously Developed Areas:

(1) SCMs on previously developed sites must meet the criteria in the Construction General Permit.

1007.10 ALTERNATIVE ACTIONS

(a) When the City determines that site constraints compromise the intent of this regulation, off-site alternatives may be used that result in an improvement of water quality and a reduction of stormwater quantity. Such alternatives shall meet the standards in the Construction General Permit and shall achieve the same level of stormwater quantity control that would be achieved by the on-site controls required under this regulation. Proof of Ohio EPA review and approval for any alternative action proposed is required. Alternative actions may include but are not limited to the following. All alternative actions shall be approved by the Engineer.

(1) Fees, in an amount specified by the City to be applied to community-wide SCMs.

(2) Implementation of offsite SCMs and/or the retrofit of an existing SCM to increase quality and quantity control.

(3) Stream, floodplain, or wetland restoration.

(4) Acquisition or conservation easements placed on protected open space significantly contributing to stormwater control such as wetland complexes.

1007.11 EASEMENTS

Access to SCMs as required by the Engineer for inspections and maintenance shall be secured by easements. The following conditions shall apply to all easements:

(a) Easements shall be included in the Inspection and Maintenance Agreement submitted with the Comprehensive Stormwater Management Plan.

(b) Easements shall be approved by the City prior to approval of a final plat and shall be recorded with the Cuyahoga County Fiscal Officer and on all property titled by the property owner.

(c) Unless otherwise required by the City, access easements between a public right-of-way and all SCMs shall be no less than 25-feet wide. The easement shall also incorporate the entire SCM plus an additional 25-foot wide band around the perimeter of the SCM.

(d) The easement shall be graded and/or stabilized as necessary to allow maintenance equipment to access and manipulate around and within each facility, as defined in the Inspection and Maintenance Agreement for the site.

(e) Easements to SCMs shall be restricted against the construction therein of buildings, fences, walls, and other structures that may obstruct the free flow of stormwater and the passage of inspectors and maintenance equipment; and against the changing of final grade from that described by the final grading plan approved by the City. Any re-grading and/or obstruction placed within a maintenance easement may be removed by the City at the property owners' expense.

1007.12 MAINTENANCE AND FINAL INSPECTION APPROVAL[LJ1]

To receive final inspection and acceptance of any project, or portion thereof, the following must be completed by the applicant and provided to the Engineer:

(a) Final stabilization must be achieved and all permanent SCMs must be installed and made functional, as determined by the Engineer and per the approved Comprehensive Stormwater Management Plan.

(b) An As-Built Certification, including As-Built Survey and Inspection, must be sealed, signed and dated by a Professional Engineer and a Professional Surveyor with a statement certifying that the SCMs, as designed and installed, meet the requirements of the Comprehensive Stormwater Management Plan approved by the Engineer. In evaluating this certification, the Engineer may require the submission of a new set of SCM calculations if they determine that the design was altered significantly from the approved Comprehensive Stormwater Management Plan. The As-Built Survey must provide the location, dimensions, and bearing of such SCMs and include the entity responsible for long-term maintenance as detailed in the Inspection and Maintenance Agreement.

(c) A copy of the complete and recorded Inspection and Maintenance Plan and Inspection and

Maintenance Agreement as specified in Section 1007.08 must be provided to the Engineer.

(d) A post-construction transition meeting must be held with the City, property owner, project engineer, and staff in charge of the maintenance of the SCMs to discuss design, construction, long-term operation and maintenance and annual inspections/reports for the community after the SCM is constructed and before a notice of termination (NOT) is submitted.

1007.13 ON-GOING INSPECTIONS

The owner shall inspect SCMs regularly as described in the Inspection and Maintenance Plan and Inspection and Maintenance Agreement. The City or its authorized agent has the authority to enter upon the property to conduct inspections as necessary, with prior notification of the property owner, to verify that the SCMs are being maintained and operated in accordance with this regulation. Upon finding a malfunction or other need for maintenance or repair, the City or its authorized agent shall provide written notification to the responsible party, as detailed in the Inspection and Maintenance Agreement, of the need for maintenance. Upon notification, the responsible party shall have ten (10) working days, or other mutually agreed upon time, to makes repairs or submit a plan with detailed action items and established timelines. Should repairs not be made within this time, or a plan approved by the Engineer for these repairs not in place, the City may undertake the necessary repairs and assess the responsible party.

1007.14 FEES

The Comprehensive Stormwater Management Plan review, filing, and inspection fee is part of a complete submittal and is required to be submitted to the City before the review process begins. The Engineer shall establish a fee schedule based upon the actual estimated cost for providing these services.

1007.15 BOND

(a) If a Comprehensive Stormwater Management Plan is required by this regulation, soil-disturbing activities shall not be permitted until a cash bond of ten percent (10%) of the total project cost has been deposited with the City Finance Department, with notice to the Engineer. This bond shall be posted for the City to perform the obligations otherwise to be performed by the owner of the development area as stated in this regulation and to allow all work to be performed as needed in the event that the applicant fails to comply with the provisions of this regulation. The stormwater bond will be returned, less City administrative fees, when the following three criteria are met:

(1) The site has been stabilized, temporary BMPs have been removed, and the sediment settling basin has been converted to or replaced with post-construction SCM(s) and one of the following conditions are met:

a. 100% of the total project has achieved permanent stabilization.

b. Less than one (1) acre of lots remain unbuilt.

c. No development activities have occurred for one (1) year.

(2) An As-Built Certification of all SCMs is approved by the Engineer.

(3) An Inspection and Maintenance Plan has been approved by the City and an Inspection and Maintenance Agreement has been signed by the developer, the contractor, the City, and the private owner or homeowners association who will take long term responsibility for these SCMs, is accepted by the Engineer.

(b) Once these criteria are met, the applicant shall be reimbursed all bond monies that were not used for any part of the project. If all of these criteria are not met after three years of permanent stabilization of the site, the City may use the bond monies to fix any outstanding issues with all stormwater management structures on the site and the remainder of the bond shall be given to the private lot owner/ homeowners association for the purpose of long-term maintenance of the project.

1007.16 INSTALLATION OF WATER QUALITY STORMWATER CONTROL MEASURES

The applicant may not direct runoff through any water quality structures or portions thereof that would be degraded by construction site sediment until the entire area tributary to the structure has reached final stabilization as determined by the Engineer**.** This occurs after the completion of the final grade at the site, after all the utilities are installed, and the site is subsequently stabilized with vegetation or other appropriate methods. The developer must provide documentation acceptable to the Engineer to demonstrate that the site is completely stabilized. Upon this proof of compliance, the water quality structure(s) may be completed and placed into service. Upon completion of installation of these SCMs, all disturbed areas and/or exposed soils caused by the installation of these practices must be stabilized within two (2) days.

1007.17 PENALTY

(a) Any person who violates any provision of this regulation is guilty of a misdemeanor of the first degree, and upon conviction thereof, shall be subject to punishment as provided in Section 1105.99 of the Zoning Code.

(b) The imposition of any other penalties provided herein shall not preclude the City instituting an appropriate action or proceeding in a Court of proper jurisdiction to prevent an unlawful development, or to restrain, correct, or abate a violation, or to require compliance with the provisions of this regulation or other applicable laws, ordinances, rules, or regulations, or the orders of the Building Commissioner.

From: Tina Turick
To: Whitney Crook
Cc: Larry Heiser; Derek Schroeder; Harvey Rose; Justin Berns; Stewart Hastings; Chris Arrietta
Subject: FW: Pickle Ball Courts Expanded Project
Date: Monday, October 3, 2022 11:34:27 AM
Attachments: Engineer Estimate - Rec Facilities (Pickle ball, Community Gardens, Volleyball etc.).pdf

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Based on the feedback we received from City Council and further recommendations by Mayor Berns, Public Works Director Arrietta, and Community Services Director Schroeder, the City requested a change in scope and asked GPD to submit an updated estimate (attached).

The expanded project will now be referenced as "Recreational Facilities Improvements" which will include pickle ball (expanded walkways and shelters), community gardens (relocation, expansion and improvements), along with the creation of two volleyball courts, site improvements, lighting conduit, fencing and shade shelters.

The City currently has a purchase order in place for GPD to do the original design work for pickle ball courts. Based on the increased scope of services defined by the City, we are asking Council to consider amending the original purchase order so this project may proceed.

From: Chris Arrietta <Chris.Arrietta@beachwoodohio.com>
Sent: Monday, October 3, 2022 10:59 AM
To: Justin Berns <MayorBerns@beachwoodohio.com>
Cc: Tina Turick <Tina.Turick@beachwoodohio.com>; Larry Heiser <Larry.Heiser@beachwoodohio.com>
Subject: FW: Pickle Ball Courts -

Mayor,

Attached is the design estimate from Mr. Ciuni on the Pickle Ball, Volleyball Courts and new Community Gardens Project. We are recommending this be approved, so we can move forward with the additional design. Please let me know if you have any questions on the estimate.

Chirs

From: Ciuni, Joe <jciuni@gpdgroup.com>
Sent: Friday, September 30, 2022 3:13 PM
To: Justin Berns <MayorBerns@beachwoodohio.com>; Tina Turick <Tina.Turick@beachwoodohio.com>
Cc: Chris Arrietta <Chris.Arrietta@beachwoodohio.com>; Valentic, Ivan <ivalentic@gpdgroup.com>
Subject: Pickle Ball Courts -

***City of Beachwood Notice *** This e-mail is from an external source. Think before

you click links or open attachments.

Request for Contract Mod.

Joseph R. Ciuni, PE PS
City Engineer
Licensed in OH

GPD GROUP
ARCHITECTS • ENGINEERS • PLANNERS
T: 216.927.8655 / **M:** 216.701.1957 / **F:** 216.518.5545
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INTRODUCED BY: ORDINANCE NO. 2022-129

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CHANGE ORDER NO. 1 WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP FOR AN INCREASE IN ENGINEERING SERVICES FOR THE RE-DESIGN OF THE PROPOSED RECREATION FACILITIES IMPROVEMENTS PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City previously issued a Purchase Order to Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group in a total amount not to exceed Thirty-Nine Thousand Eight Hundred Dollars and No/ Cents ($39,800.00) for the Engineering Services for the Pickleball Courts; and

WHEREAS, based upon the recommendation of the Director and City Engineer, as set forth in the Memorandum dated September 30, 2022, a copy of which is attached hereto and incorporated herein, a change order is necessary to reflect the increase in Engineering Fees for the re-design of the proposed Recreational Facilities Improvements Project in a total amount not to exceed Thirty Thousand Dollars and No/Cents ($30,000.00), thereby changing the contract amount to Sixty Nine Thousand Eight Hundred Dollars and No/Cents ($69,800.00).

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

Section 1: The Council, having been informed by the Public Works Director and City Engineer, and with the recommendation of the Mayor, hereby approves Change Order No. 1 to the Purchase Order issued to Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group to reflect the increase in Engineering Fees for the re-design of the proposed Recreational Facilities Improvements Project in a total amount not to exceed Thirty Thousand Dollars and No/Cents ($30,000.00), thereby changing the proposed Recreational Facilities Improvements Project Engineering Services amount to Sixty Nine Thousand Eight Hundred Dollars and No/Cents ($69,800.00).

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

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health, or safety or the efficient operation of the City; and for the further reason that the work may continue in a timely manner; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 3rd day of October, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 4th day of October, 2022.

_____
Clerk

Approval: I have approved this legislation this 4th day of October, 2022, and filed it with the Clerk.

_____
Mayor

GPD GROUP
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

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5595 Transportation Blvd
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Cleveland, OH 44125

tel 216.518.5544
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www.gpdgroup.com

MEMORANDUM

2022119.01

To: Honorable Justin Berns, Mayor

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

Date: September 30, 2022

Re: Pickle Ball Courts – Contract Modification

As a follow up to the GPD Presentation to City Council Recreation Committee on Wednesday September 28, 2022 for the above referenced project we present the following information:

1. The scope of work from our original contract was expanded by the City. The original PO for the project was $39,800 for the design of the pickle ball courts. We completed approximately 65% of the design when the scope of work was expanded to include the reconstruction and reconfiguration of the Community Gardens, widened aisleways to accommodate Shade Shelters and a Sand Volleyball Court.

2. On Wednesday Sept. 28th we presented to the Committee the new expanded concept plan along with Engineer's Estimate of the probable construction cost.

3. As of this date approximately $32,000 of the $39,800 has been used for our efforts.

4. To complete the design of the expanded scope of work, we will utilize the majority of the design work of the Pickle Ball Courts (because they have stayed relatively the same except for the wider aisle widths) and we will add in the expanded scope items (Community Gardens, Sand Volleyball and lighting conduit for future lights). We will need additional survey for this work and now will need to provide storm water management of the site. The City Storm Water Ordinance requires the management of storm water because we are now disturbing more than the minimum area.

5. The new scope of work has increased the cost estimate to approx. $1.1 million dollars.

Our Contract Modification request is for $30,000. We will provide a detailed breakdown of the fees early next week.

Approved: 10/3/2022