

Beachwood City Council Meeting Agenda - AMENDED
Tuesday, February 22, 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
Chief Holtzman to honor the 2021 Firefighter of the Year
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes
Approval of the Minutes of the Regular City Council Meeting held on February 7, 2022
Approval of the Minutes of the Committee of the Whole Meeting held on January 31, 2022
Approval of the Minutes of the Committee of the Whole Meeting held on February 1, 2022
Approval of the Minutes of the Committee of the Whole Meeting held on February 7, 2022
5. Committee of the Whole
Motion A Motion elect a Council Representative and Alternate Council Representative to the Planning and Zoning Commission
Oath of Office: Council Representative and Alternate Council Representative Planning and Zoning Commission
6. Finance & Insurance Committee
Ordinance No. 2022-31 An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
7. Finance & Insurance Committee
Ordinance No. 2022-32 An Ordinance authorizing the Director of Finance to Transfer Certain Funds from the General Fund (101) to the Debt Service Fund (331) and the Capital Improvements Fund (441); and declaring this to be an urgent measure
8. Public Works Committee
Ordinance No. 2022-33 An Ordinance authorizing the Mayor to enter into a Member Community Infrastructure Grant Program Agreement (MCIP) with the Northeast Ohio Regional Sewer District ("NEORS") for the Timberlane/Green Sanitary Relief Sewer Project; and declaring this to be an urgent measure

- | | | |
|-----|---|--|
| 9. | Public Works Committee
Motion | A Motion authorizing the Clerk of Council to advertise for Bids for 2022 Sidewalk Program per BCO 121.09 and ORC 7.16 |
| 10. | Public Works Committee
Motion | A Motion authorizing the Clerk of Council to advertise for Bids for 2022 Road Program per BCO 121.09 and ORC 7.16 |
| 11. | Recreation/Community Services Committee
Ordinance No. 2022-34 | Authorizing the Mayor to purchase Pool Chemicals from Patterson Pools, LLC through the end of the 2022 season for the City of Beachwood, Ohio Family Aquatic Center; and declaring this to be an urgent measure |
| 12. | Recreation/Community Services Committee
Ordinance No. 2022-35 | Accepting a Quotation from M & G Pools, LLC for the Spring Preparation, Daily Maintenance, Winterization, and Service Calls for the Beachwood Family Aquatic Center for 2022; and declaring this to be an urgent measure |

Any other matters coming before City Council

Adjournment

Pending

- | | | |
|----|-----------------------------|---|
| 1. | Planning & Zoning Committee | An Ordinance amending BCO Chapter 1111, Section 1111.02, Subsection (L) titled "Classification of Uses" of the City of Beachwood, Ohio Planning and Zoning Code |
|----|-----------------------------|---|

**BEACHWOOD CITY COUNCIL MINUTES OF THE
REGULAR COUNCIL MEETING
MONDAY, FEBRUARY 7, 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-

The meeting was called to order at 7:02 P.M. by Council President Alec Isaacson.

ROLL CALL:	Present:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	C. Arrietta, Chief K. Dolan, W. Griswold, S. Hastings, Chief S. Holtzman, J. Heller, L. Heiser, H. Rose, T. Turick

MAYOR'S REPORTS

Mayor Berns commended the Public Works Department on snow removal during the past week.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

None.

DEPARTMENT DIRECTOR REPORTS

Mr. Arrietta wanted to let Council know that the City has received a \$175,000.00 grant from NEORS.

Mr. Rose updated Council regarding the annual Audit. Mr. Rose also spoke about reviewing the annual Material Supply Inventory and commend the Public Works Department, specifically Jodi Edmondson, Joe Stoffey, and Mari Conroy.

Mr. Schroeder spoke about the upcoming Spring/Summer Recreation Guide and spoke about reserving Community Garden spots. Mr. Schroeder briefly discussed Summer Camp registration, Pool Passes and the upcoming February Freeze program.

Mr. Griswold gave a quick overview of revenues in his department for 2022. Mr. Griswold stated that 1.4 Million Dollars in revenue was generated through his department.

Chief Holtzman also thanked Public Works for their snow response.

CITIZEN'S REMARKS

None.

A Motion appointing a Member of Council of the City of Beachwood, Ohio
Oath of Office City Council Member

At this time a Motion was made to appoint Danielle Shoykhet as the new City Councilmember.

Moved by A. Isaacson, seconded by J. Mintz, that the Motion be adopted.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

APPROVAL OF MINUTES (CONSENT AGENDA) OF:

Approval of the Minutes of the Committee of the Whole Meeting held on January 18, 2022
Approval of the Minutes of the Regular City Council Meeting held on January 18, 2022

Moved by A. Isaacson, seconded by E. Synenberg, that the Minutes be approved

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

COMMITTEE OF THE WHOLE

1. An Ordinance confirming the Appointment of Larry Gordon as a Member of the Civil Service Commission for the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by J. Mintz, seconded by E. Synenberg, that Ordinance No. 2022-24 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

Moved by J. Mintz, seconded by E. Synenberg, that Ordinance No. 2022-24 be adopted.

Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
MOTION ADOPTED	

FINANCE AND INSURANCE COMMITTEE

1. An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure

Moved by E. Synenberg, seconded by J. Taylor, that Ordinance No. 2022-25 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Moved by E. Synenberg, seconded by J. Taylor, that Ordinance No. 2022-25 be adopted.

	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

2. An Ordinance declaring certain property used by the City's Community Services Department as surplus property no longer needed for a public use and authorizing its sale on GovDeals, Inc. in accordance with Codified Ordinance Section 131.03(a); and declaring this to be an urgent measure

Moved by J. Taylor, seconded by E. Synenberg, that Ordinance No. 2022-26 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Moved by J. Taylor, seconded by E. Synenberg, that Ordinance No. 2022-26 be adopted.

	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

FINANCE AND INSURANCE COMMITTEE (CONTINUED)

3. An Ordinance engaging Fisher & Phillips, LLP to represent the City in any Bureau of Workers' Compensation matters that may be deemed necessary; and declaring this to be an urgent measure

Moved by B.B. Janovitz, seconded by J. Mintz, that Ordinance No. 2022-27 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Moved by B.B. Janovitz, seconded by J. Mintz, that Ordinance No. 2022-27 be adopted.

	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

1. An Ordinance appointing Isaac Wiles & Burkholder, LLC to represent the City regarding Proposed changes to the City of Beachwood, Ohio Zoning Ordinances and any other assignments that may be deemed necessary; and declaring this to be an urgent measure

Moved by M. Burkons, seconded by A. Isaacson, that Ordinance No. 2022-28 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Moved by M. Burkons, seconded by A. Isaacson, that Ordinance No. 2022-28 be adopted.

	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE (CONTINUED)

1. An Ordinance Amending Schedule D of the Administrative Salary Ordinance; and declaring this to be an urgent measure

Moved by E. Synenberg, seconded by J. Mintz, that Ordinance No. 2022-29 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

Moved by E. Synenberg, seconded by J. Mintz, that Ordinance No. 2022-29 be adopted.

Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
MOTION ADOPTED	

PLANNING AND ZONING COMMITTEE

1. An Ordinance Amending BCO Chapter 1111, Section 1111.02, Subsection (L) Titled " Classification of Uses" of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading and Referred to the Planning and Zoning Commission: January 18, 2022

Moved by E. Synenberg, seconded by J. Mintz, that Ordinance No. 2022-22 be placed on Second Reading and referred to Public Hearing.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED		

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance authorizing an expenditure in an amount not to exceed Twenty-Seven Thousand Seven Hundred Ninety Dollars and Sixty-Two Cents (\$27,790.62) for City of Beachwood, Ohio EDGE SWAT Contributions for 2022; and declaring this to be an urgent measure

Moved by J. Mintz, seconded by B. B. Janovitz, that Ordinance No. 2022-30 be placed on Final Reading.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Moved by J. Mintz, seconded by B. B. Janovitz, that Ordinance No. 2022-30 be adopted.

Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
	MOTION ADOPTED

ANY OTHER MATTERS COMING BEFORE CITY COUNCIL

None.

ADJOURNMENT

Moved by J. Mintz, seconded by J. Taylor, to adjourn the Regular Council Meeting at 7:31 P.M. to the next regularly scheduled Council Meeting.

ROLL CALL	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz, J. Mintz, E. Synenberg
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approved:

Clerk

Mayor

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

**BEACHWOOD CITY COUNCIL MINUTES OF THE
COMMITTEE OF THE WHOLE MEETING
HELD AT BEACHWOOD CITY HALL,
CONFERENCE ROOM A,
25325 FAIRMOUNT BOULEVARD
ON MONDAY, JANUARY 31, 2022**

The meeting was called to order at 5:45 P.M. by Council President Alec Isaacson.

ROLL CALL:	Present	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	Mayor Berns

1. Mayor's Reports

None.

2. Executive Session discussion regarding– the Appointment of a Public Official.

Moved by J. Taylor, seconded by J. Mintz, at 5:47 P.M. to enter into Executive Session.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

Back on the record at 7:59 P.M.

Moved by A. Isaacson, seconded by E. Synenberg, at 8:00 P.M. to adjourn Executive Session.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

3. Any other matters coming before the Committee of the Whole.

None.

ADJOURNMENT

Moved by J. Taylor, seconded by J. Mintz, at 8:00 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

Approved:

Justin Berns, Mayor

Rhonda R. Smith, Asst. Clerk of Council

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**BEACHWOOD CITY COUNCIL MINUTES OF THE
COMMITTEE OF THE WHOLE MEETING
HELD AT BEACHWOOD CITY HALL,
CONFERENCE ROOM A,
25325 FAIRMOUNT BOULEVARD
ON TUESDAY, FEBRUARY 1, 2022**

The meeting was called to order at 5:30 P.M. by Council President Alec Isaacson.

ROLL CALL:	Present	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	Mayor Berns

1. Mayor's Reports

None.

2. Executive Session discussion to consider the Appointment of a Public Employee or Official Councilmember

Moved by J. Mintz, seconded by E. Synenberg, at 5:31 P.M. to enter into Executive Session.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

Back on the record at 8:42 P.M.

Moved by A. Isaacson, seconded by J. Mintz, at 8:42 P.M. to adjourn Executive Session.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

3. Any other matters coming before the Committee of the Whole

None.

ADJOURNMENT

Moved by J. Taylor, seconded by J. Mintz, at 8:43 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

Approved:

Justin Berns, Mayor

Whitney M. Crook, Clerk of Council

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

**BEACHWOOD CITY COUNCIL MINUTES OF THE
COMMITTEE OF THE WHOLE MEETING
HELD AT BEACHWOOD CITY HALL,
CONFERENCE ROOM A,
25325 FAIRMOUNT BOULEVARD
ON MONDAY, FEBRUARY 7, 2022**

The meeting was called to order at 6:00 P.M. by Council President Alec Isaacson.

ROLL CALL:	Present	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	Mayor Berns, S. Hastings

1. Mayor's Reports

None.

2. Executive Session discussion to consider the Appointment of a Public Employee or Official Councilmember

Moved by A. Isaacson, seconded by E. Synenberg, at 6:02 P.M. to enter into Executive Session.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

Back on the record at 6:56 P.M.

Moved by A. Isaacson, seconded by E. Synenberg, at 6:57 P.M. to adjourn Executive Session.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

3. Any other matters coming before the Committee of the Whole

None.

ADJOURNMENT

Moved by J. Taylor, seconded by J. Mintz, at 6:57 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

ROLL CALL:	Yes:	M. Burkons, A. Isaacson, B. B. Janovitz J. Mintz, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

Approved:

Justin Berns, Mayor

Whitney M. Crook, Clerk of Council

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

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

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

Section 1:

For Supplies and Services	February 22, 2022	\$ 6,502.48
Michael H. Wildermuth, AIA, Architect	Plan Review Services	\$ 125.25
G. Gifford Dyer – Architect	Plan Review Services	\$ 1,753.48
Sedgwick Claims Management	Self Insurance/Interface	\$ 4,623.75

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 22nd day of February, 2022 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 23rd day of February, 2022 and filed it with the Clerk.

Mayor



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

RECEIVED

22 FEB -8 AM 8:26

CITY OF BEACHWOOD

APPROVED FOR PAYMENT

BY: Will E. Brown

DATE: 2/2/22

P/O: _____

January 31, 2022

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

Re: Building Department
Plan Review Services for January 2022

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

Plan Review for the month of January 2022 \$125.25

Cost Breakdown Sheet Attached

Total amount due..... \$125.25

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		December 2021		
MHW	Beachwood	Job Name	Time	
Job No	Receipt No.			
CB2201-01 1-27-2022	2022-400684	Ross FA	1.5 H	\$125.25
		Total	1.5 H	\$125.25

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Phone 216-870-0142

RECEIVED
22 FEB -8 AM 8:26
CITY OF BEACHWOOD

January 31, 2022

City of Beachwood
Accounts Payable
25325 Fairmount Blvd.
Beachwood, OH 44122

Re: Building Department
Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of January	<u>\$1,753.48</u>
(Cost breakdown sheet attached)	
Total amount due	\$1,753.48

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT

BY: Wm Grissel

DATE: 2/2/22

P/O: _____

BEACHWOOD PLAN REVIEW

[illegible]



sedgwick

Sedgwick Claims Management Services, Inc.
Federal Tax ID: 36-2685608

01/26/2022

RECEIVED

Please remit payment to:

22 FEB -8 AM 8:26

Checks: PO Box 207834
ACH/Wires: Routing # 121000248

DALLAS, TX 75320-7834
Account # 4355704743

CITY OF BEACHWOOD

City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH US 44122-2253

Invoice # 400000084208
Customer ID 1000000465

Service Period	Description	Quantity	Rate	Amount	Total
02/01/2022 - 04/30/2022	Monthly Interface			\$768.00	
	Subtotal				\$768.00
02/01/2022 - 04/30/2022	Ohio Self-Insured Claims Handl			\$3,730.75	
02/01/2022 - 04/30/2022	Ohio State Fund			\$125.00	
	Subtotal				\$3,855.75
				Total Fees Before Taxes	\$4,623.75
				Subtotal-Taxes	\$0.00
				Total Amount Due by 02/25/2022	\$4,623.75

APPROVED FOR PAYMENT

BY: 207834 1/27/22

DATE: _____

P/O: _____

CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION

TO: Mayor Justin Berns
FROM: Larry A. Heiser, Finance Director *LAH*
RE: Request for Transfer from General Fund to Debt Service and Capital Improvement Funds
DATE: January 20, 2022

The 2022 approved budget included a \$600,000.00 transfer from the General Fund (101) to the Debt Service Fund (331) for the purposes of making debt service payments in 2022. As a reference last year we transferred \$3.4 Million to exercise an option to pay off early the 2012 Debt issuance.

The 2022 approved budget also included a \$3,400,000.00 transfer from the General Fund (101) to the Capital Improvements Fund (441) for the purposes of purchasing large capital items for the City of Beachwood.

With your approval I would like to place both of these transfers on the next Council agenda.

Please let me know if you have any questions.

Thank You.

INTRODUCED BY:

ORDINANCE NO. 2022-32

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER CERTAIN FUNDS FROM THE GENERAL FUND (101) TO THE DEBT SERVICE FUND (331) AND THE CAPITAL IMPROVEMENTS FUND (441); AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, based upon the recommendation of the Finance Director, this Council desires to transfer Six Hundred Thousand Dollars and No/Cents (\$600,000.00) from the General Fund (101) to the Debt Service Fund (331) for the purposes of making Debt Service Payments and exercising an option to pay off early the 2012 Debt issuance; and

WHEREAS, this Council also desires to transfer Three Million Four Hundred Thousand Dollars and No/Cents (\$3,400,000.00) from the General Fund (101) to the Capital Improvements Fund (441) for the purpose of purchasing large Capital Items for the City of Beachwood, Ohio.

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

Section 1: The Finance Director is hereby authorized and directed to transfer Six Hundred Thousand Dollars and No/Cents (\$600,000.00) from the General Fund (101) to the Debt Service Fund (331) for the purposes of making Debt Service Payments and exercising an option to pay off early the 2012 Debt issuance and Three Million Four Hundred Thousand Dollars and No/Cents (\$3,400,000.00) from the General Fund (101) to the Capital Improvements Fund (441) for the purpose of purchasing large Capital Items for the City of Beachwood, Ohio.

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

Section 3: This 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 for Council to adopt the above legislation at the earliest time possible in order to make necessary debt service payments and purchasing large capital items; 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 22nd day of February, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 23rd day of February, 2022.

Clerk

Approval: I have approved this legislation this 23rd day of February, 2022, and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Justin Berns, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 02/07/2022
SUBJECT: An Ordinance authorizing the Mayor to enter into a Member Community Infrastructure Grant Program Agreement (MCIP) with the Northeast Ohio Regional Sewer District ("NEORS") for the Timberlane/Green Sanitary Relief Sewer Project; and declaring this to be an urgent measure

Mayor,

As part of our 5 year sewer program, we are ready to begin the design phase of the Timberlane Sanitary Relief Sewer Project. This project was recommended by the Northeast Ohio Sewer District after the completion of the Heights/Hilltop Sewer Study. NEORS has agreed to reimburse the city \$175,000 through their Member Community Infrastructure Grant Program, which will account for 50% of the design cost for this phase of the project for this year. With your permission, I would like to place this on the next council agenda. Please contact me if you have any questions in regards to the details of this agreement.

INTRODUCED BY:

ORDINANCE NO. 2022-33

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT (MCIP) WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT ("NEORS") FOR THE TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, NEORS established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the NEORS service area; and

WHEREAS, in response to NEORS's request for MCIP Proposals, The City of Beachwood, Ohio submitted an application for the Timberlane/Green Sanitary Relief Sewer Project; and

WHEREAS, NEORS has determined that the proposed Timberlane/Green Sanitary Relief Sewer MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment; and

WHEREAS, the Public Works Director and City Engineer has recommended entering into this MCIP Grant Agreement.

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 is authorized to enter into and execute any necessary agreements for the Member Community Infrastructure Grant Program and.

Section 2: The Mayor is authorized and directed to accept Grant Funds in an amount not to exceed One Hundred Seventy-Five Thousand Dollars and No/Cents (\$175,000.00).

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

Section 4: This Ordinance is hereby declared to be an urgent measure which is 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 grant funds may be obtained immediately; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2022-33

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 22nd day of February, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 23rd day of February, 2022.

Clerk

Approval:

I have approved this legislation this 23rd day of February, 2022, and filed it with the Clerk.

Mayor

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF BEACHWOOD

FOR

TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2022 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 273-21, adopted by the District's Board of Trustees on September 2, 2021 (Exhibit "A"), and the City of Beachwood ("Member Community"), a Municipality of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2022 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for Timberlane/Green Sanitary Relief Sewer Project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage a Design, Only MCIP Project, which generally consists of design of the entire length of the sanitary relief sewer for Timber/Green Roads, as set forth in Exhibit "D."
- 1.2 Compliance with District's Code of Regulations. The MCIP Project shall be designed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.3 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.4 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design.

Article 2. Design of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Final Design. The Member Community shall provide to the District Representative the final design, approved by the Member Community's Engineer, at the closure of the MCIP Project.

- 2.4 District Request for Progress Meetings. The Member Community agrees to meet with the District to review the MCIP project status and progress, as may be requested by the District.

Article 3. Project Costs and Funding

- 3.1 District Funds. The District agrees to pay the Member Community an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 4. The anticipated reimbursement amount for calendar year 2022 is \$175,000.00. The District shall withhold five percent (5%) or \$8,750.00 of the District Funds until the District receives the final MCIP project design.
- 3.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 3.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2022 and in accordance with the project schedule requirements set forth in Article 4. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2022 for work completed January 1, 2022– March 31, 2022;

- Second Request: Due July 31, 2022 for work completed April 1, 2022 - June 30, 2022;
- Third Request: Due October 31, 2022 for work completed July 1, 2022 – September 30, 2022;
- Fourth Request: Due January 31, 2023 for work completed October 1, 2022 – December 31, 2022;

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

- 3.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 3.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 3.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 3.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 4. Project Schedule.

- 4.1 Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

Article 5. Term.

- 5.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 6. Dispute Resolution.

- 6.1 **Continuation of Obligations.** The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 6.2 **Designated Representatives.** The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

- 6.3 **Mediation.** If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 6.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 6.4 **Mediation Resolution.** Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 7, Remedies, below.

Article 7. Remedies.

- 7.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 8. Notifications.

- 8.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	Director of Public Works

Article 9. Release of Liability.

- 9.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 10. Miscellaneous.

- 10.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support,

including maintenance of the Member Community's MCIP project from the District.

- 10.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 10.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 10.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 10.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 10.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 10.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 10.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 10.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 10.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 10.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be

construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 11. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A" – District Resolution
- Exhibit "B" – Member Community's Authorizing Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – Member Community's MCIP Application
- Exhibit "E" - Member Community's Certification of Funds
- Exhibit "F" – MCIP Policy, Process, and Procedures

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NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF BEACHWOOD

By: _____
Title: _____

The legal form and correctness of
this instrument is approved.

By: _____
Assistant/Director of Law
City of Beachwood

Date: _____

This Instrument Prepared By:
Cyrus Patton
Associate General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT
WITH
CITY OF BEACHWOOD
FOR
2022 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM
PROJECT:
TIMBER/GREEN SANITARY RELIEF
SEWER

Total Approximate Cost: \$175,000.00

The legal form and correctness of the
within instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount
required to meet the contract,
agreement, obligation, payment or
expenditure, for the above, has been
lawfully appropriated or authorized or
directed for such purpose and is in the
Treasury or in process of collection to the
credit of the fund free from any
obligation or certification now
outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 273-21

AUTHORIZATION TO ENTER INTO AGREEMENTS WITH MEMBER COMMUNITIES TO FUND THE RESPECTIVE EIGHTEEN MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROJECTS PRESENTED FOR THE 2022 ROUND OF FUNDING, IN THE TOTAL AMOUNT NOT-TO-EXCEED \$15,000,000.00.

WHEREAS, on March 18, 2021, the Board of Trustees adopted Resolution No. 98-21, authorizing the District to implement the 2022 Member Community Infrastructure Program (“MCIP”) (the “Program”) and to issue a Request for Proposals (RFP) for the Program;

WHEREAS, the Watersheds Program Department received twenty (20) proposals for the Program;

WHEREAS, The District recommends entering into agreements with the respective grant applicants listed below in the total amount not-to-exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00) and

**TABLE 1. 2022 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM
DESIGN & CONSTRUCTION and CONSTRUCTION ONLY PROJECTS RECOMMENDED FOR
FUNDING**

APPLICANT	PROJECT TITLE	DESIGN & CONSTRUCTION AND CONSTRUCTION ONLY REQUESTS
Parma	Krueger Avenue Area Sewer Improvements	\$ 750,000.00
Cleveland	West 56 th Street Sewer Project	\$ 1,250,000.00
Middleburg Heights	Indian Creek / Gerald Sanitary Relief Sewer	\$ 1,846,500.00
Cleveland Heights	SSO Control of CH-2, CH-12, CH-30, CH-33, CH-39, and Rehabilitation	\$ 824,841.00
Parma Heights	Blossom Avenue Lining Study, Design & Construction	\$ 667,000.00
Brecksville	Glenwood Trail Improvement Project	\$ 1,111,175.00
Parma	Green Acres Area Sewer Improvements	\$ 350,000.00
Pepper Pike	Shaker Boulevard Septic Conversion Project Phase 2A	\$ 1,671,022.07

Garfield Heights	Midwest Neighborhood Phase 5	\$ 2,339,259.10
Newburgh Heights	20's Neighborhood Sewer Separation	\$ 1,554,348.33
South Euclid	Oakmount Road Infrastructure Improvement Phase 2	\$ 460,207.00
Village of Richfield	Pump Station No. 2 Improvements	\$ 669,500.00
Village of Richfield	Pump Station No. 2 Force Main Replacement	\$ 486,420.00
	TOTAL	\$ 13,980,272.50

**TABLE 2. 2022 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM
DESIGN ONLY PROJECTS RECOMMENDED FOR FUNDING**

Applicant	Project Title	Design Only Requested Amount
Warrensville Heights	Shakerwood Road Storm and Sanitary Rehabilitation	\$ 35,288.50
Maple Heights	Southwest Sewer District - Sewer Repairs Phase 2	\$ 292,320.00
Cleveland Heights	Design for Control of SSOs CH-9, CH-32, CH-57, and CH-58 (Monmouth Road)	\$ 479,700.00
Beachwood	Timberlane/Green Sanitary Relief Sewer	\$ 175,000.00
Mayfield Heights	Marnell Sewer Improvements Project	\$ 37,419.00
	TOTAL	\$ 1,019,727.50

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board hereby authorizes the District to enter into agreements with respective Program applicants listed in the preamble of this Resolution, consistent with the Member Community Infrastructure Program Policy, in a total amount not-to-exceed Fifteen Million and 00/100 Dollars (\$15,000,000.00).

Section 2. That this Board further finds that the Program serves a public purpose in that it will assist member communities with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

Section 3. That this Board hereby authorizes the Chief Executive Officer, at the request of the Director of Watershed Programs, to execute all documents and do all things necessary to effectuate the terms and conditions of the agreements.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Alai, seconded by Mayor Bacci, by rollcall vote with abstention by President Brown, Mayor DeGeeter, and Ms. Dumas, the foregoing resolution was unanimously adopted on September 2, 2021.



Timothy J. DeGeeter, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

EXHIBIT B

(Insert Member Ordinance)

EXHIBIT C

**Northeast Ohio Regional Sewer District
2022 Member Community Infrastructure Program
Request for Proposals
March 2021**

Introduction

The Northeast Ohio Regional Sewer District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

The District will provide funding for up to 75% of project costs. The MCIP funds will be provided by the District on a reimbursement basis directly to the community based on MCIP project costs, conditioned on the District's prior approval of the design and/or construction of the project.

The District will determine the appropriate funding mechanism, grant, or community operating lease, during project evaluation. Determination of the funding mechanism for the project will be at the discretion of the District. Refer to the MCIP Policy for additional background and information on the funding mechanism.

Eligible Projects

Eligible projects include, but are not limited to the following:

- **Projects to Mitigate Sanitary Sewer Overflows (SSO) and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows and illicit discharges.
- **Projects to Mitigate Infiltration & Inflow (I/I):** Projects necessary to address inflow and infiltration problems, including but not limited to, rehabilitation or separation of common trench pipes and manholes, removal of direct inflow connections, repair, or replacement of cracked or exfiltrating combined, sanitary or storm sewers, and reduction of public and private sources of I/I.
- **Projects to Remove/Eliminate Failing Home Sewage Treatment Systems (HSTS):** Projects to construct new separate sanitary sewers to eliminate failing HSTSs. HSTS failure should be confirmed by the jurisdictional Board of Health.
- **Projects that Improve Local Sewer System Level of Service:** Projects that reduce local sewer flooding and backups in the local system that can be attributed to undersized or structurally deficient local sewers. Such projects include efforts to address basement flooding in separate and combined sewer systems, and to the extent practical, on-site stormwater management practices to mitigate the increase in downstream flows.
- **Projects to Manage Stormwater Flow that Improve Combined/Sanitary Level of Service:** Projects that reduce volume, flow rate, or pollutant load of stormwater to a combined sewer, separate storm sewer, and/or directly to receiving water body that improve a combined or sanitary sewer level of service

- **Projects that Separate Over/Under Sewers:** Complete separation of common trench over/under sewers, with new infrastructure to transport storm and/or sanitary flows.

To ensure project eligibility, communities should schedule a pre-proposal meeting prior to submitting a proposal. Details on scheduling a pre-proposal meeting are found under Pre-Proposal Meeting section of this document.

Ineligible Projects

MCIP funds should not be used for any project that causes, accelerates, or contributes to water quality degradation or water quantity issues that increase flooding, erosion, or is otherwise detrimental to human health within the District's service area. Ineligible projects include, but are not limited to the following:

- The proposal of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses;
- Capital, operation, maintenance, and administrative expenses not directly related to an eligible project; and
- Projects that increase the potential for flooding within a community and/or neighboring community's combined, sanitary, or storm sewer systems or local watercourses. The applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

Project Requirements

To be considered for funding, projects at a minimum must meet the following requirements:

- Reduce water quantity issues and/or address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the community or the District.
- Be located in the District's sanitary sewer service area (<http://arcg.is/2bPxzEt>).
- Meet all applicable District, federal, state, and local regulations.
- Design-only projects must complete design within 12 months of a signed MCIP Project Agreement.
- Design/Construction projects must reach construction completion within 24 months of a signed MCIP Project Agreement. The District will consider projects that may go beyond 24 months, but this should be discussed with District at a pre-proposal meeting.
- Include at least 25% non-District matching funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with road rehabilitation in which MCIP funding is proposed for sanitary or combined sewer replacement may be captured as non-District matching funds. Community Cost Share (CCS) may be used in accordance with CCS policy as community match. In addition, the following project costs may be captured to meet this 25% non-District matching fund requirement:
 - Personnel: Fully-loaded labor costs for employees of the community related to the direct performance of engineering and design, construction services, project management, and performance verification on the project.

- Planning and design costs directly related to the project that were incurred prior to the submittal of a project proposal that have a material benefit to the proposal. These costs include, but are not limited to CCTV costs, manhole inspection costs, pre-construction performance verification activities (i.e. flow monitoring, water quality sampling), and engineering services such as surveying, design engineering, and cost estimating. Itemization and documented proof of these costs is required to be submitted with the proposal for consideration.

All funds must be approved as eligible by the District for the 25% requirement. Funds acquired from previous District awards cannot be used as match. Communities should contact the District's Grant Programs Administrator to assess if the funding source is eligible.

The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>).

Terms of Grant Funding

The MCIP is a reimbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2022. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support reimbursement. Refer to the District's *MCIP Policy, Process, and Procedures* document for additional information on reimbursement.

Costs associated with services provided by third-parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing and inspection, and/or other direct costs as approved by the District, are eligible for grant funding. Indirect cost allocations are not eligible for reimbursement.

Project Performance Verification

The District will require project performance verification to demonstrate how the project is functioning. Verification activities and data collection may include reporting, pre- and post-construction rainfall and flow monitoring, water quality sampling, and modeling or other type of evaluation, such as Rainfall Derived Inflow and Infiltration (RDII) determination depending on the type of project. Guidelines on the type of pre and/or post construction monitoring, sampling and evaluation are provided in **Attachment A – Performance Verification Guidelines**. Communities should review the guidelines and include their anticipated method(s) of data collection, project verification and the estimated associated costs in their proposal.

It is the applicant's responsibility to ensure that no negative impacts will occur as a result of the proposed project through investigations, modeling, or other analysis.

Project Evaluation

The District will review and prioritize proposed projects for available funding based on the following criteria:

1. Infrastructure Condition (30%)

The current and actual condition of the structure using the condition descriptions defined in Table 1. Information that expands on the description should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to condition assessments, quantification of I/I, identification of broken pipes and/or combined or separate sewer overflows, televised underground system inspection reports, age inventory reports and maintenance records, and any additional information that may impact the evaluation of the infrastructure condition. If available, condition assessments should be provided in accordance with NASSCO's Pipeline and Manhole Assessment and Certification Program (PACP and MACP). NASSCO condition is recommended. Only provide a high-level summary spreadsheet that details the sewer system's condition. If available, please provide photo or video proof of major defects with detailed documentation indicating defect(s).

Due to deficiencies commonly experienced with Over/Under sewer configurations (old, leaky, contribute high I/I and are difficult to maintain), Over/Under systems will automatically be scored 30 points in the Infrastructure Condition category.

Table 1. Rating System for Structural Infrastructure Condition.

Condition Rating	Description	Score
Failed	Complete reconstruction needed – existing infrastructure is failed, in the Over/Under configuration, and/or a PACP/MACP structural condition scores above 4.	30
Critical	Major reconstruction needed to maintain integrity, and/or A PACP/MACP structural condition scores above 4.	24
Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity, and/or PACP/MACP structural condition scores between 3-	18
Fair	Major rehabilitation needed to maintain integrity, and/or a PACP/MACP structural condition scores between 2-3.	12
Good	Routine maintenance and periodic repairs required to maintain integrity, and/or a PACP/MACP structural condition scores	6
New	New infrastructure, and/or a PACP/MACP structural condition scores between 0-1.	0

Note: To validate condition rating, photo/video evidence or a structural PACP/MACP report must be submitted.

For projects where the infrastructure condition is unknown, the infrastructure condition will be assessed and scored based on age and/or common trench configuration, using Table 2. Applications should include documentation verifying age of infrastructure, as well as any additional qualitative or historical information that can confirm the current condition. If the condition documentation is available, the pipe condition will be scored using the greater of the two numbers (condition vs. age).

Table 2. Rating System for Unknown Structural Infrastructure Condition

Condition Rating	Description	Score
Failed	50 years or older, and/or an Over/Under configuration	30
Critical	40-49 years and/or Over Under or Dividing Wall configuration	24
Poor	30-39 years and/or common trench	18
Fair	20-29 years and/or common trench	12
Good	10-19 years	6
New	Less than 10 years	0

For projects proposing to remove/eliminate failing HSTSs, the infrastructure condition will be assessed using Table 3. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

Table 3. Rating System for Home Sewage Treatment System Projects

Age of HSTS	Score
20 years or older	30
19-16 years old	24
15-11 years old	18
10-7 years old	12
6 years or younger	6

NOTE: Projects proposing to remove/eliminate failing HSTSs must provide:

- Documentation that the area the community is targeting is part of an approved prescription of the Municipality's 208 Plan, or
- A feasibility study for removal has been completed, or
- A letter and/or agreement with the property owners or for the sanitary sewer assessment has been executed

2. Water Quality and Quantity Impacts on Human Health and the Environment (35%)

Demonstrate the effects of the project on water quality and quantity. Responses should be formulated that provide clarity to the following questions:

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- How many verified homes, businesses, or other occupied structures will see a benefit from this project?
- How will the proposed project eliminate or reduce the water quality/quantity impact?

Information that verifies and quantifies the water quality and quantity issues should be provided with the proposal and appropriately referenced within the response (e.g., page or document reference). Examples of project type and corresponding, supporting evidence include but are not limited to the following:

- HSTS /Illicit Discharge Elimination
 - Findings & Orders or Public Nuisance issued (e.g. Board of Health, EPA)
 - Sampling data supporting water quality deficiency issues (e.g. *E. Coli*, Pollutant Load)
 - Regulatory agency mandates citing deficiencies
 - Documentation of failing HSTS
- Basement Flooding Elimination
 - Documentation of reported flooding events such as:
 - Household surveys with addresses and details of flooding event
 - Call logs with event dates
 - Photos of event
 - Desktop or hydrologic/hydraulic modeling results (hydraulic grade line, projected basements at-risk)
- Combined Sewer Overflow (CSO)/ Sanitary Sewer Overflow (SSO) Elimination/Reduction/Control
 - Monitoring results
 - Modeling results (Overflow volume, number of activations, dates)
 - Sampling data supporting water quality deficiency issues (e.g. *E. coli*, Pollutant Load)
- I/I Reduction, Elimination
 - Dye testing
 - Smoke testing
 - CCTV
 - Peak flows identified from modeling or study (District Local Sewer System Evaluation Study (LSSES) or other study)
- Common Trench Rehabilitation - Trench Type Verification
 - Photographs
 - Design plans
 - CCTV
 - Dye Testing
 - Smoke Testing

Table 4. Rating System for Water Quality/Quantity Impacts*

Water Quality and Human Health Issue	Description	Score Range	
		Low	High
Failed HSTS, Illicit Discharge	Removal of a continuous source of water quality impairment during wet and dry weather	11 <i>< 40 units</i>	20 <i>> 200 units</i>
Basement Flooding	Reducing intermittent and direct water quality impairments to human health and private property	11 <i><10 basements</i>	20 <i>> 20 basements</i>
CSO/SSO	Removal of wet weather source of water quality impairment	6 <i>Unknown effect of project</i>	10 <i>Modeled quantity and/or multiple locations</i>
Inflow/Infiltration	Conserving capacity in the common trench/separate sewer system	1-5 <i>Sliding scale depending on severity of I/I</i>	
Common Trench	Work varying from minimum rehabilitation to full separation	1-5	
Documentation			
Problem(s) is/are verified through documentation		1-10	

***35 points scoring maximum**

3. Project Provides Source Control of Stormwater (10%)

Project demonstrates source control of stormwater by preventing (removal) or controlling (detention/retention) stormwater from entering the combined or separate sanitary sewer system. To be considered for points under this criterion, the applicant will have to show volume reduction and/or peak rate control of stormwater entering the combined or separate sanitary sewer system using stormwater control measures such as disconnection, detention, or other innovative practices; see Attachment B.

Table 5. Rating System for Stormwater Control Measure

Description	Score
Removal of stormwater from combined or sanitary sewer system and managed for quality and/or quantity. This can be accomplished by a single SCM that provides a dual function (ex. retention basin with critical storm and wet extended detention), or by one or more SCMs that provide independent functions (ex: infiltration, harvesting, impervious area reduction, critical storm, WQv treatment)	9-10

Control of stormwater prior to discharging into the combined or sanitary sewer system via an SCM that provides a quantity management function via runoff reduction or peak rate control (<i>ex: infiltration, harvesting, impervious area reduction, critical storm</i>)	6 - 8
Removal of stormwater from the storm sewer system via an SCM that provides a quantity management function via runoff reduction (<i>ex: infiltration, harvesting, impervious area reduction</i>)	1 - 5

4. Project Provides a Significant Benefit to the District (15%)

Demonstrate the benefits to the District of the project. Benefits include but are not limited to projects that assist in attaining compliance with a District community discharge permit, addresses private property flows to District collection system infrastructure, reduce infrastructure flooding/basement back-ups, expand water quality treatment benefit to new District customers, are recommended by a District study, and/or improve water quality in area waterways to compliment the District's ongoing programs, such as the Project Clean Lake Program, Local Sewer System Evaluation Studies, or Regional Stormwater Management Program.

5. Non-District Matching Funding (10%)

One point will be provided for meeting the minimum requirement of 25% non-District matching funds. If the District waives this or a community is in fiscal distress as discussed under the Project Requirements section in the Request for Proposals, the proposal will be awarded one point. Proposals must provide documentation of funding sources.

Table 6. Non-District Project Funding Scoring System

% of Non-District Funds	Score
25	1
26-28	2
29-31	3
32-34	4
35-37	5
38-40	6
41-43	7
44-47	8
48-79	9
50-99	10

6. Design Complete (5 extra points)

Five extra points will be added to the overall project score if the design is complete and ready for bidding at the time of proposal submission due date.

7. Intercommunity Projects (5 extra points)

Up to five extra points will be added to the overall project score if the project assists in conserving sewer capacity of a downstream community or a downstream community is able to remove additional flows from an upstream community. The community should reference District Local Sewer System Evaluation Study findings or other data including certification from the benefiting community.

MCIP Workshop

The District has created a MCIP Workshop Video that can be located at the following link:

<https://youtu.be/DQGMBKgQRN0>

Pre-proposal Meeting

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Meetings will be scheduled between April 22 – April 29. Please contact the District's Grant Programs Administrator by close of business on April 16, 2021 to schedule a meeting.

Application

The 2022 Member Community Infrastructure Program application portal is accessed through the following link:

https://www.GrantRequest.com/SID_5833?SA=SNA&FID=35060

Timeline and Submission

The District must receive submissions by close of business on May 21, 2021. If proposal is successfully submitted there will be an immediate message and an email confirmation.

The District will not review incomplete proposals. If a proposal is determined to be incomplete, the community will have 5 business days, from the date of email receipt notification, to submit the necessary information to complete the proposal.

Direct workshop inquiries, pre-proposal meeting requests, and questions to the Grant Programs Administrator:

Linda Mayer

mayerl@neorsd.org

Awards

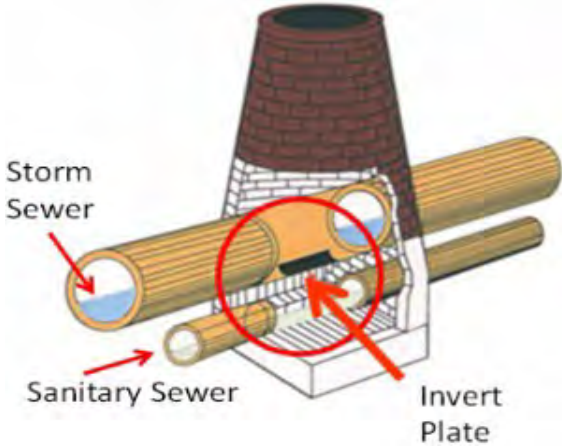
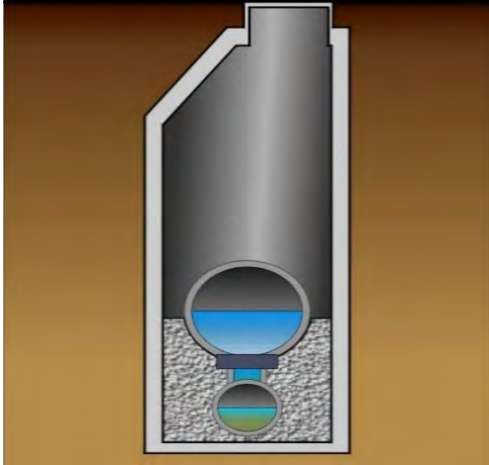
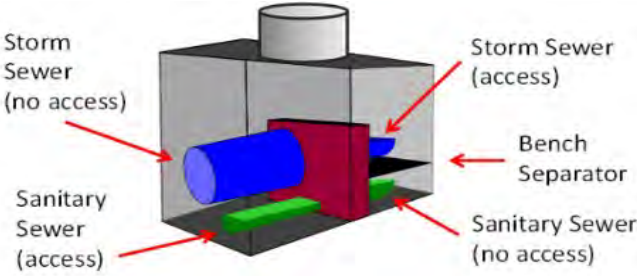
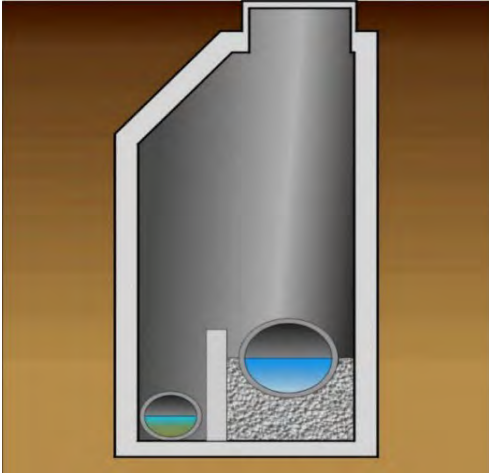
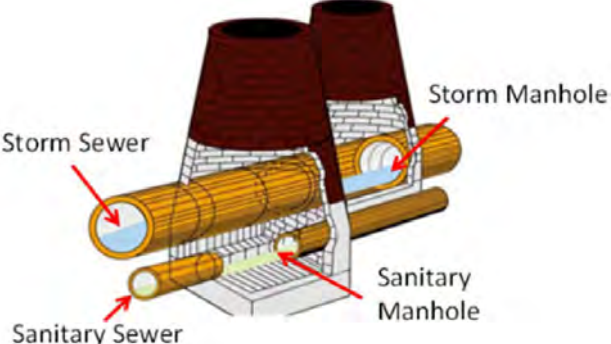
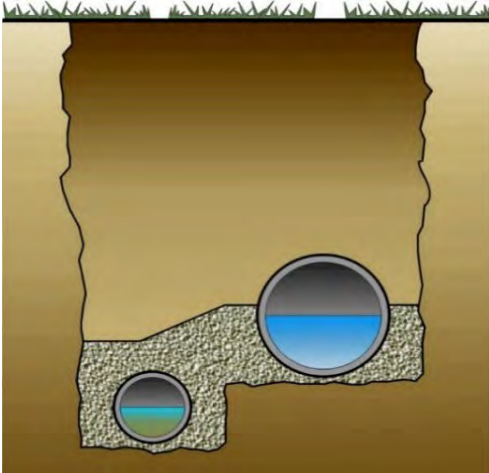
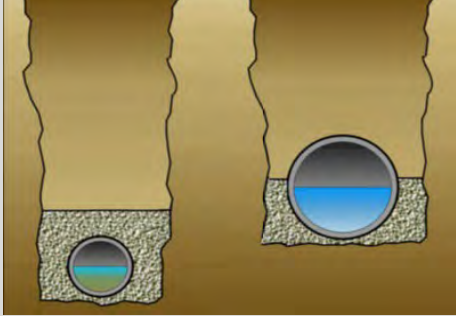

Award selection and announcements are anticipated in September 2021. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

Included with this document:

- Attachment A – Performance Verification Technical Guidance
- Attachment B – Stormwater Control Measure Guidance
- Attachment C – MCIP Agreement Template – Design Only Projects
- Attachment D – MCIP Agreement Template – Design & Construction Projects

Attachment A

Performance Verification Technical Guidance

Sewer Type Definitions: to be used when describing the existing system	
<p align="center">Common Trench</p> <p>Both sanitary and storm sewers in the same trench, with the storm sewer either aligned on top of or next to the sanitary sewer. There are three types of Common Trench sewers.</p>	
<p>Common Trench Over/Under</p> <p>One manhole is used to access both the storm and the sanitary sewers, with a removal invert plate on the storm sewer to provide access to the sanitary sewer. Some invert plates are found to be damaged, displaced, or missing, resulting in a direct connection between the storm and sanitary sewers.</p>	 
<p>Common Trench Dividing Wall</p> <p>One manhole is used to access both the storm and sanitary sewers. A vertical wall separates the storm and sanitary sewer access openings, such that flow from one sewer to the other at the manhole requires overtopping the dividing wall.</p>	 
<p>Common Trench Standard Manhole</p> <p>Two manholes are constructed to allow separate access to each sewer in the common trench, but with no direct connections between the sewers.</p>	 
<p align="center">Separate Trench</p> <p>Sanitary and storm sewers in different trenches with separate manholes.</p>	
<p align="center">Combined Sewer</p> <p>A single sewer designed to receive and transport both sanitary sewage and stormwater runoff in the same pipe.</p>	
<p align="center">Home Sewage Treatment Systems (HSTS)</p> <p>Individual domestic wastewater disposal systems often located in areas without public sanitary collection systems.</p>	
 <p>Northeast Ohio Regional Sewer District</p>	<p align="right">Member Community Infrastructure Program Rev. 3/3/2020</p>

Project Performance Verification Technical Guidance

The District requests project performance verification to document how a MCIP project is performing. Performance verification may include pre- and post-construction flow monitoring or water quality sampling, and/or desktop or hydraulic/hydrologic modeling depending on the type of project. Table 1 details options for types of performance verification activities suggested for various MCIP project types. This guidance should be considered when developing a performance verification plan and project budget.

Table 1: Suggested Project Performance Verification by Project Type

	Flow Monitoring	RDII evaluation¹	Dry Weather Water Quality Outfall Sampling	Notes/Comments
Combined Sewer Separation	X	X (post)	X	Post RDII will quantify any private property I/I contribution
Common Trench Sewer Lining or Separation	X	X		Pre- and post-construction flow monitoring and RDII analysis will show reductions in I/I within new/rehabilitated sanitary sewer.
Separate Trench Sewer Lining or Replacement	X	X		
Lateral Repair	X	X		
Private Property I/I Reduction	X	X		
HSTS Removal			X	Sampling will verify elimination of failing HSTS
Illicit Connection Removal			X	Sampling will verify elimination of illicit discharge
SSO/CSO Control²	X			Monitor for activations; can be level or flow monitoring
Relief Sewer/ Parallel Storage	X			Monitor existing sewer level

¹ Applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

² Quantification of SSO/CSO volume and/or activation reduction assists in determining the benefit of the project.

Table 1 is not a complete list of all MCIP-eligible project types but is provided for guidance. Questions regarding project eligibility should be directed to a District Watershed Team Leader or discussed during a pre-application meeting. Other project performance verification activities may include dye or smoke testing, Closed-Circuit Televising (CCTV), and/or other methods depending on the project.

Costs relating to performance verification activities should be included in the proposal. Communities must detail their anticipated method(s) of performance verification and project schedule on the “Community Form” tab of this form. See the “Instructions” tab for more information.

The District will review project performance verification plans and may suggest additional or alternate locations for verification activities to fully capture the impact of the project. Performance verification activities will be the responsibility of the community to complete.

Flow Monitoring Guidelines

The objective of flow monitoring is to quantify the level of I/I reduction resulting from a sewer rehabilitation/replacement. For I/I reduction or elimination projects (including private property work), combined or common trench separation, and separate trench lining or replacement, the District will require pre- and post-construction flow monitoring and evaluation. Evaluation should include Rainfall-Derived Inflow and Infiltration (RDII) analysis that provides at a minimum the pre- and post-percentage (R-value) of rainfall that becomes I/I for each qualifying event. USEPA offers a free "SSOAP Toolbox" software which can be used for this analysis. Other available modeling tools may be used as desired by the member community.

A minimum four-week duration is recommended for both pre- and post-construction flow monitoring. Monitoring can end sooner if three storms that meet either of the following criteria are captured:

- Rain event meets or exceeds a depth of 0.2 inches AND an intensity of 0.25 inches/hour
- 24-hour rainfall is greater than 0.75 inches

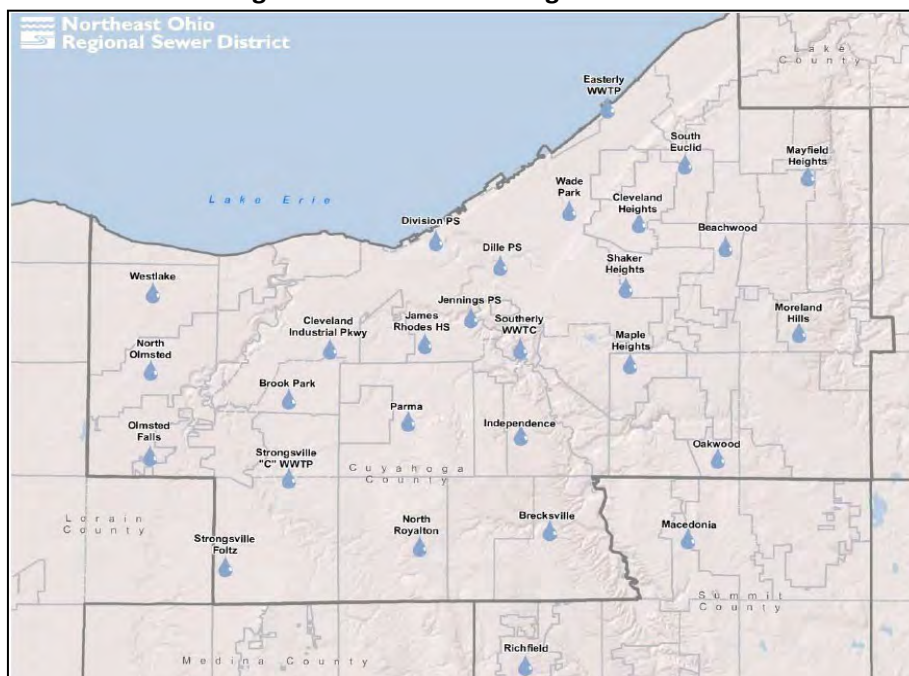
Data collected should include, but is not limited to: flow depth, velocity, and flow rate, recorded in 5-minute intervals. The community should identify any alternative monitoring plan in their proposal. The data collection over the monitoring periods should be continuous.

In the case where pre-construction flow monitoring has already been completed, the community should submit in their proposal the monitor locations and data collected or summary of findings for review by the District to support the scoring of the project.

In general, flow monitors should be placed to isolate flows within the MCIP project area. Pre- and post-construction monitoring should occur in the same locations. If requested, the District can provide assistance with the site selection of flow monitors and rain gauges.

The District owns and maintains a network of rain gauges that may be sufficient for the project's needs. The community should determine if additional temporary rain gauges are necessary for verification activities. Figure 1 shows the locations of District rain gauges. Rainfall data requests should be sent to Matt Fedak, Data Analyst with the NEORS Systems Integration Department (fedakm@neorsd.org).

Figure 1: District Rain Gauge Locations



To view a larger Rain Gauge map, please visit the following link: <http://arcg.is/10KTCr>

Dry Weather Water Quality Outfall Sampling Guidelines

For projects focused on illicit discharge and HSTS elimination, or combined sewer separation, the District will require dry-weather water quality sampling. The objective of this sampling is to obtain data that quantifies the approximate pollutant load reduction resulting from the infrastructure improvement identified in the MCIP project proposal and/or verifies separation. Pre-construction sampling should indicate elevated pollutant levels. Post-construction performance verification should consist of sampling from the same locations used for pre-construction sampling, or representative location, as applicable. Dry weather sampling locations include end of pipe samples from illicit discharges or outfalls. Sampling events should occur on three different days for each identified outfall, in order to ensure a representative E. coli measurement.

Minimum Deliverables

The following deliverables should be submitted to the District throughout the verification process and can be included in quarterly progress updates.

For projects requiring flow monitoring:

- Site installation forms (PDF)
- Rain data, 5-minute intervals (.csv file)
- Raw and edited flow monitoring data, 5-minute intervals (.csv file)
- RDII-evaluation report/summary (PDF)

For projects requiring water quality sampling:

- Field sample collection report (PDF)
- Sample analysis results (PDF or Excel)



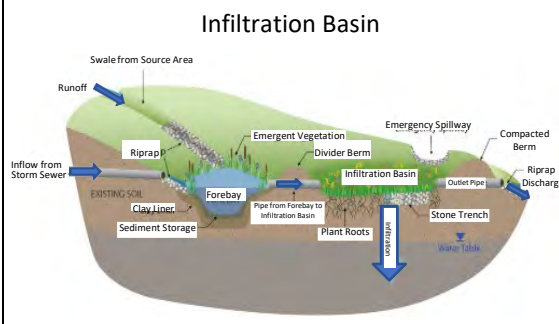
Member Community Infrastructure Program
Rev. 2/27/2020

Attachment B

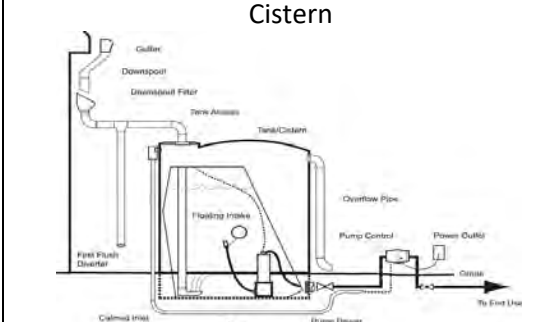
Stormwater Control Measure Guidance

Stormwater Control Measure Examples per Function

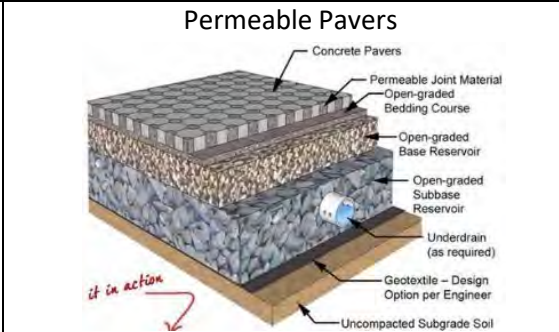
Stormwater infiltration is the process by which rainfall and stormwater runoff flows into and through the subsurface soil. Stormwater infiltration occurs when rainfall lands on pervious surfaces, when runoff flows across pervious surfaces, and when runoff is collected and directed to an infiltrating stormwater control measure (SCM).



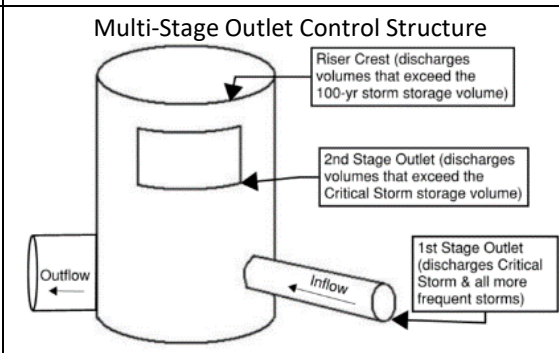
Rainwater harvesting is the practice of collecting and storing rain for reuse, rather than letting the water be channeled into drains, streams, or rivers. To truly be effective, there must be a dedicated need for the harvested rainwater to ensure the storage vessels are consistently emptied and that storage volumes are available to collect and hold the next rain event.



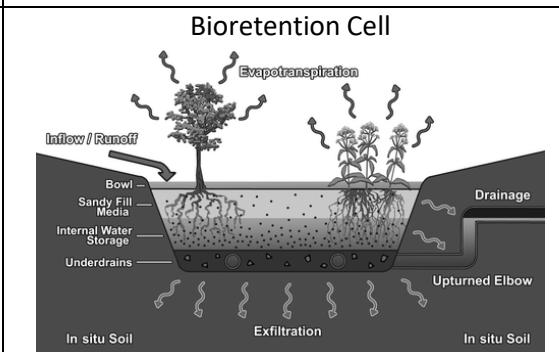
Impervious area reduction is the practice of converting impervious areas (e.g., rooftops & parking lots) into pervious surfaces (e.g., natural vegetation, permeable pavers, green roofs, etc.). This can also be accomplished by disconnecting and conveying impervious surfaces and roof drains to suitable pervious areas.



Peak Rate Control for stormwater runoff (i.e., Critical Storm) is the process of reducing the post-dvl'p peak runoff rate from the critical storm (CS) & all more-frequent storms to the pre-dvl'p peak runoff rate from a 1-yr, 24-hr storm. Storms less frequent than the CS (up to the 100-yr) have peak runoff rates \leq peak runoff rates from equivalent size storms under pre-dvl'p conditions.



Water Quality Volume (WQv) Treatment is accomplished in Ohio via designing post-construction SCMs that store storm water runoff (from developed areas) from rainfall events $\leq 0.90"$ (estimated 80% reduction in total suspended solids on an average annual basis). Ohio EPA feels this precipitation depth will adequately control pollutants in runoff and minimize channel & bank erosion.



Attachment C

Design Only Project Agreement

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT AND

CITY OF

FOR

PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2022 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 253-20, adopted by the District's Board of Trustees on XX XX, 2021 (Exhibit "A"), and the _____ ("Member Community"), a _____ of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2021 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and
WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for _____ (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage a Design, Only MCIP Project, which generally consists of _____, as set forth in Exhibit “D.”
- 1.2 Compliance with District’s Code of Regulations. The MCIP Project shall be designed to ensure compliance with the District’s Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.3 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.4 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design.

Article 2. Design of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Final Design. The Member Community shall provide to the District Representative the final design, approved by the Member Community’s Engineer, at the closure of the MCIP Project.
- 2.4 District Request for Progress Meetings. The Member Community agrees to meet with the District to review the MCIP project status and progress, as may be requested by the District.

Article 3. Project Costs and Funding

- 3.1 District Funds. The District agrees to pay the Member Community an amount not to exceed _____ Dollars (\$_____) (the “District Funds”) on a reimbursement basis, in accordance with the terms of this Article and Article 4. The anticipated reimbursement amount for calendar year 2021 is \$_____. The District shall withhold five percent (5%) or \$_____ of the District Funds until the District receives the final MCIP project design.
- 3.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds (“Member Community Funds”). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community’s Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit “E.”

3.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2021 and in accordance with the project schedule requirements set forth in Article 4. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared, and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2022 for work completed January 1, 2022– March 31, 2022;
- Second Request: Due July 31, 2022 for work completed April 1, 2022 - June 30, 2022;
- Third Request: Due October 31, 2022 for work completed July 1, 2022 – September 30, 2022;
- Fourth Request: Due January 31, 2023 for work completed October 1, 2022 – December 31, 2022;

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

3.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.

3.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.

3.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

3.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 4. Project Schedule.

4.1 Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be

approved in writing by the District Representative.

Article 5. Term.

5.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 6. Dispute Resolution.

6.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

6.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	_____

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	_____

6.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 6.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

6.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 7, Remedies, below.

Article 7. Remedies.

7.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 8. Notifications.

8.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	_____

Article 9. Release of Liability.

9.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 10. Miscellaneous.

10.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

10.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

10.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

10.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

10.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

10.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

10.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

10.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.

10.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

10.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

10.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 11. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A" – District Resolution
- Exhibit "B" – Member Community's Authorizing Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – Member Community's MCIP Application
- Exhibit "E" - Member Community's Certification of Funds
- Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____ Kyle
Dreyfuss-Wells
Chief Executive Officer

and: _____ Darnell
Brown, President
Board of Trustees

MEMBER COMMUNITY

By: _____

Title: _____

The legal form and correctness of
this instrument is approved.

By: _____
Assistant/Director of Law
MEMBER COMMUNITY

Date: _____

This Instrument Prepared By:
Katarina Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH

FOR
2022 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM PROJECT:

Total Approximate Cost: \$***.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount
required to meet the contract, agreement,
obligation, payment, or expenditure, for the
above, has been lawfully appropriated or
authorized or directed for such purpose and
is in the Treasury or in process of collection
to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Attachment D

Design and Construction Project
Agreement

**MEMBER COMMUNITY INFRASTRUCTURE PROGRAM GRANT AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT**

AND

FOR

PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2022 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. , adopted by the District's Board of Trustees on _____ (Exhibit "A"), and the _____ ("Member Community"), a _____ of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 2021 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for _____ (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of

_____, as set forth in Exhibit “D.”

- 1.2 Performance Goal and Verification. At the request of the District, the Member Community will provide pre- and post-construction data and analysis relevant to the project performance verification as set forth in Exhibit C. Failure to do so may impact future grant awards.
- 1.3 Compliance with District’s Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District’s Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement if they are part of the proposal and approved by the District.
- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to

construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.

- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.
- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction

and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.

- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed _____ Dollars (\$ _____) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2022 is \$ _____ and for 2023 is \$ _____. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) \$ _____ of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
 - c) a letter referencing the post-construction operation and maintenance plan.
 - d) post-construction verification data (exceptions may apply, including sewer connection sampling data)
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2022 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions

of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared, and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit “F.”

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2022 for work completed January 1, 2022– March 31, 2022;
- Second Request: Due July 31, 2022 for work completed April 1, 2022- June 30, 2022;
- Third Request: Due October 31, 2022 for work completed July 1, 2022 – September 30, 2022;
- Fourth Request: Due January 31, 2023 for work completed October 1, 2022 – December 31, 2022;
- Fifth Request: Due April 30, 2023 for work completed January 1, 2023 – March 31, 2023;
- Sixth Request: Due July 31, 2023 for work completed April 1, 2023- June 30, 2023;
- Seventh Request: Due October 31, 2023 for work completed July 1, 2023 – September 30, 2023; and
- Eighth Request: Due January 31, 2024 for work completed October 1, 2023 – December 31, 2023.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be

reasonably required.

- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 4.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	_____

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	_____

- 9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

- 10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes, and other matters in

question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	_____

Article 12. Release of Liability.

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which

shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

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- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A" – District Resolution
Exhibit "B" – Member Community's Authorizing Ordinance
Exhibit "C" – Request for MCIP Proposals
Exhibit "D" – Member Community's MCIP Application
Exhibit "E" - Member Community's Certification of Funds
Exhibit "F" – MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

MEMBER COMMUNITY

By: _____

The legal form and correctness
of this instrument is approved.

By: _____
Assistant/Director of Law
MEMBER COMMUNITY

Date: _____, 2020

This Instrument Prepared By:
Katarina Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT
WITH

FOR
2022 MEMBER COMMUNITY INFRASTRUCTURE
PROGRAM PROJECT:

Total Approximate Cost: \$***.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required
to meet the contract, agreement, obligation,
payment, or expenditure, for the above, has
been lawfully appropriated or authorized or
directed for such purpose and is in the
Treasury or in process of collection to the
credit of the fund free from any obligation or
certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT D

2022 MCIP

Before You Begin

PLEASE READ BEFORE PROCEEDING

- Limit your use of bullets and other formatting.
- Copy and paste as needed.
- Log into your account at https://www.GrantRequest.com/SID_5833?SA=AM to access saved and submitted requests.
- Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.

Application

Applicant Information

Member Community or Public Agency

City of Beachwood

Applicant

Chris Arrietta

Co-Applicant

GPD Group, City Engineer

Co-Applicant Letter of Support

2022 MCIP Beachwood Support Letter.pdf

Project Contact Title

Public Works Director

Project Contact First Name

Chris

Project Contact Last Name

Arrietta

Project Contact Address

23355 Mercantile Road, Beachwood, OH 44122

Project Contact Phone

2162921930

Project Contact E-mail

Chris.Arrietta@beachwoodohio.com

Project Information

Project Title

Timberlane/Green Sanitary Relief Sewer

Project Location

(Address, cross streets, which streets, etc)

Timberlane Drive from Halcyon Road to Beachwood Boulevard, Beachwood Boulevard from Timberlane Drive to Greenlawn Avenue, Greenlawn Avenue from Beachwood Boulevard to South Green Road, South Green Road from Greenlawn Avenue to Campus Drive, and Campus Drive from South Green Road to Cedar Road. See attached Project Location Map.

Project Type

Design Only

Total Project Cost

350000

MCIP Requested Grant Amount

175000

Non-District Funds

175000

% Non-District Funds

50

Project Start Date

January 01, 2022

Project End Date

December 31, 2022

Project Funding Request - Identify what the District funds will support

Project Funding Request - Design Only

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

Beachwood Timberlane Green Finance Letter.pdf

Project Funding Request - Design and Construction

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

Project Funding Request - Construction Only

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

*****IMPORTANT*** Review the 2021 MCIP RFP Project Evaluation section for details and expectations for each section. Multiple documents can be combined into one file prior to uploading. (Maximum upload of 1GB)**

Project Description

Attach reports, plans, and maps as needed to explain the project with a summary of any attachment within the project description. Important information that may assist in characterizing the project includes but is not limited to:

- Project maps, displaying the location of any infrastructure being rehabilitated or reconstructed.
- Map of tributary area, with approximate tributary area stated in acres.
- Detailed description of the type of infrastructure being rehabilitated or replaced (e.g. common trench over/under, common trench dividing wall, common trench standard manhole, separate trench) and what the infrastructure will be replaced with (if applicable).
- All project evaluation reports, photographs, or other information that may help the District quantify water quality issues.
- In an HSTS project, identify if the failing septic system is also classified as an illicit discharge per Ohio EPA definition.
- If the scope of the project includes illicit discharge elimination or HSTS removal, provide the number of units being eliminated.

Attachment - Maps

Beachwood Timberlane Green MCIP Project Area.pdf

Attachment - Documentation

Beachwood PFL Area BW-01 Background Documentation.pdf

Attachment - Documentation

Project Description

The northwest quadrant of the City of Beachwood (City) has long experienced sanitary sewer surcharging and basement backups. They have partnered with the Cuyahoga County Department of Public Works (County) to install over 100 backflow preventers throughout the City, including 70 in the northwest quadrant, but have not considered this a long term solution. As the Heights Hilltop Interceptor - Local Sewer System Evaluation Study (HHI-

LSSSES) planning level study investigated the northwest quadrant, known as Area BW-01 in the report, a largescale project was identified to alleviate surcharging and basement backups. This project included diversion structures on Timberlane Drive at Halcyon Road and at Beachwood Boulevard, new flow connections and increased capacity on Timberlane Drive, new flow connection and increased capacity on South Green Road, and increased capacity on Timberlane Drive. After reviewing the project limits and tributary area, the City has decided to incorporate common trench over-under system replacement as part of the project, by altering the route down Beachwood Boulevard and Greenlawn Avenue, where historical basement backups and known cross-connectivity has plagued the residents.

Incorporating the results and recommendations from the HHI-LSSSES study, including the calibrated SWMM model, additional flow metering will be performed to refine the model and determine the appropriately sized sanitary relief sewer to mitigate sanitary sewer surcharging and basement flooding. Field verification with survey and sewer televising crews will be utilized as necessary. Geotechnical borings will be performed to identify soil and rock properties of the area, as the proposed relief sewer is thought to be on the magnitude of 20' deep in certain areas and will likely encounter rock during construction.

Design of the entire length of the sanitary relief sewer will be completed in 2022, but construction of the approximate 1.25 miles of improvements will be separated into three construction phased projects.

Phase 1:

- Increased capacity of relief sewer on Campus Drive from South Green Road to Cedar Road
- New relief sewer on South Green Road from Greenlawn Avenue to Campus Drive

Phase 2:

- Increased capacity of sewer on South Green Road from Ranch Road to Greenlawn Avenue
- New relief sewer on Greenlawn Avenue from Beachwood Boulevard to South Green Road
- Common trench over-under sewer replacement on Greenlawn Avenue from Beachwood Boulevard to South Green Road

Phase 3:

- New relief sewer on Beachwood Boulevard from Timberlane Drive to Greenlawn Avenue
- Diversion structure at Beachwood Boulevard and Timberlane Drive
- Increased capacity of sewer on Timberlane Drive from Buckhurst Drive to Beachwood Boulevard
- New relief sewer on Timberlane Drive from Halcyon Road to Buckhurst Drive
- Diversion structure at Halcyon Road and Timberlane Drive

Infrastructure Condition

Sewer Projects

1. For sewer rehab and replacement projects, provide the condition, trench type, and length that most accurately reflects the current and actual condition of the structure using the condition descriptions defined below.

Condition Rating

Complete reconstruction needed – existing infrastructure is unsalvageable and/or PACP/MACP condition scores above 4.

Age of Sewer

Years

95

Unknown

Sewer Type

Please indicate length(s) of existing sewer that is being rehabbed/replaced and/or new sewer that is being installed.

Combined Sewer

Linear Feet

0

Common Trench

Over/Under - Linear Feet

1115

Dividing Wall - Linear Feet

0

Standard Manhole - Linear Feet

0

Separate Trench

Linear Feet

3195

Related Sewer Documentation

For example, document trench type, reports, condition inspection, photographs, studies, field work, etc.

greenlawn_improvements_1926-1927.pdf

Is CCTV available upon request?

Yes

HSTS Projects

1. Select age of HSTS being removed/eliminated.

Select age of HSTS

None

Systems Failing

2. What number of systems are rated by the Board of Health as failing?

0

Related HSTS Documentation

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality's 208 Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the residents for the sanitary sewer assessment has been executed.

3. Describe the structural deficiencies of the infrastructure.

Describe the structural deficiencies of the infrastructure

The sewers in this area were installed in a range from 1926-1959, with the majority of sewers installed in the late 1920s and early 1930s. Some necessary sanitary spot repairs and storm sewer work was performed in the early 1990's, early 2000's, and currently under design as part of the City's larger 5-year Capital Improvement Plan. The City is very proactive with maintaining it's sewer system, by spending millions of dollars each year televising and cleaning the sanitary and storm sewers. Dye testing of certain sewers in the project area with the HHI-LSSSES project indicated cross connectivity with inflow and infiltration, which validates some of the modeled projected surcharging and Citywide known problem areas. Historical records will be reviewed to include any additional necessary spot repairs along the project limits.

Water Quality and Quantity Impacts on Human Health and the Environment
1. Provide number of homes and/or businesses in the project area that have or are model projected to experience backups.

Type of Unit
Home
Unit Total
191
Count Year(s)
2020
Count Source
HHI-LSSES Potential Improvements Community Report
Home
83
2020
Beachwood Public Works - Labor Day Service Calls
Home
Home

Home

2. Please provide documentation of these flooding events (e.g. flooding logs, modeling results, etc.)

Flooding documentation 1

Beachwood Model Projected Performance - Surcharging and Flooding Exhibits.pdf

Flooding documentation 2

Beachwood Backflow Preventer and Flooding Map.pdf

3. Indicate the deficiencies the project will mitigate. Check all that apply.

- Flooding with structural and/or property damage
 - Structural breaks during the life of the sewer
 - Service capacity issues
 - Common Trench Rehabilitation

Demonstrate the effects of the project on water quality/quantity.

If applicable please provide SSO/CSO overflow frequency and volume.

The City of Beachwood Department of Public Works frequently receives calls during rain events for basement flooding in the northwest quadrant area of the City. As a result of the "Labor Day 2020" rain event, the City received 83 service calls for the properties in the immediate project area. The HHI-LSSSES model runs for this area had indicated a large number of surcharged manholes, included several with the hydraulic grade line at grade level. Although the City has installed backflow preventers, the local surcharging is too much for the system and a relief sewer is needed to alleviate basement backups by providing additional capacity. The downstream BTRS interceptor was modeled and determined to have the capacity to accept additional flow

from the northwest quadrant, given that there is not a rapid increase in flow, but rather a longer delayed introduction to the District connection.

Source Control of Stormwater

Source Control of Stormwater

Removal of stormwater from combined or sanitary sewer system and managed for quality and/or quantity

Describe how the project will provide source control stormwater.

Replacement of the Greenlawn Avenue over-under system and directly connected catch basins will remove stormwater inflow and infiltration from the sanitary sewers. Dye testing was performed and resulted in positive connectivity throughout the area, providing additional evidence of the capacity issues and the historical necessity for backflow preventers is warranted. Removing the stormwater flow from the sanitary sewer system will also have a positive affect on the activation of downstream SSO BP26 located in South Euclid. This project is part of the City's larger 5-year Capital Improvement Plan to address sanitary and storm sewer capacity issues.

Significant Project Benefit to the District

Describe how the project significantly benefits the District.

This project will benefit the District in several ways. It will eliminate current illicit storm connections and infiltration from an over-under system, with less stormwater conveyed to SSO BP26 and the BTRS drop shafts. Sanitary sewer surcharging and basement backups will be mitigated through the relief sewer, with less water quality and quantity impacts on human health and the environment. This project compares closely to the highest-priority suggested project from the NEORS D HHI-LSSSES findings for the City of Beachwood, with a holistic approach and additional consideration taken for all tributary infrastructure.

Inter-Community Benefits

Describe the inter-community benefit(s) and provide supporting documentation.

Description of Inter-Community Benefit

The northwest quadrant area of the City of Beachwood is ultimately tributary to South Euclid's SSO BP26 and the NEORS D BTRS interceptor. By removing inflow and infiltration from the sanitary sewer system and providing additional capacity for the surcharging sewers, a decrease in stormwater and rapid flow surges will diminish before reaching the SSO.

Attachment

Performance Verification

Use the following link to download instruction regarding input of Project Performance Verification (PPV) to the NEORS D ArcGIS online (AGOL) platform. For technical assistance regarding AGOL please email gis@neorsd.org . [AGOL instructions](#)

AGOL Completed

Yes

Project Schedule and Budget

Provide a project schedule, cash flow, and budget for the project as applicable to the MCIP fund request. The budget should specify items with prices and quantities necessary for the project. Budget may include engineering services such as design, construction, project administration, construction administration, and performance verification. Do not summarize construction into one item. A construction contingency up to 10% is permitted but inflationary adjustments are not. Provide a detailed Engineer's Estimate and a Useful Life Statement with an engineer's seal or stamp and signature by a registered professional engineer in the State of Ohio.

Design Cost

350000

Design Completion Date

December 31, 2022

Performance Verification Cost

38000

MCIP Construction Cost

*Not applicable for design only

MCIP Construction Start Date

*Not applicable for design only

MCIP Construction Completion Date

*Not applicable for design only

Detailed Engineer's Estimate and a Useful Life Statement

MCIP_Timberlane-Green_Est_20210518_Signed.pdf

Project Schedule and Budget

The flow monitoring portion of this project started in May 2021 and will continue through August 2021, to be paid initially by the City of Beachwood as in-kind services. Survey and geotechnical work will begin in January 2022. Data gathered during the flow monitoring phase and Survey phase will then be used in the modeling efforts, in which the previously converted HHI-LSSSES SWMM model will be updated and expanded to include the entire project area. If additional sewer televising and field verification is required, that work will occur in early Spring 2022. Design will start in Spring 2022

and continue through December 2022. The total design budget is estimated to be \$350,000.



May 20, 2021

2021119.01

Chris Arrietta

City of Beachwood

Director of Public Works

NEORSD 2022 MCIP Application Timberlane-Green Sanitary Relief Sewer Co-Applicant Letter of Support

As the Co-Applicant of this project, The City Engineer enthusiastically supports this MCIP application. GPD Group and its predecessor Adache-Ciuni-Lynn Assoc. has been providing consulting Civil Engineering Services to the City of Beachwood since 1996. It has been our experience that this area of the City has experienced basement flooding and other sewer issues for 25 years. Many of these issues have been resolved with back flow preventers, sewer repairs and a more aggressive maintenance program. The age of the system and its inherent design problems from years past, requires constant attention from the City Public Works Department.

This project for a 1.25 mile sanitary relief sewer with a connection to the NEORSD interceptor is an option that will clearly have the greatest impact to resolving our issues in this, the oldest section of the City. All improvements have the goal of reducing basement flooding and improving the quality of life of our residents and improving the quality of the environment.

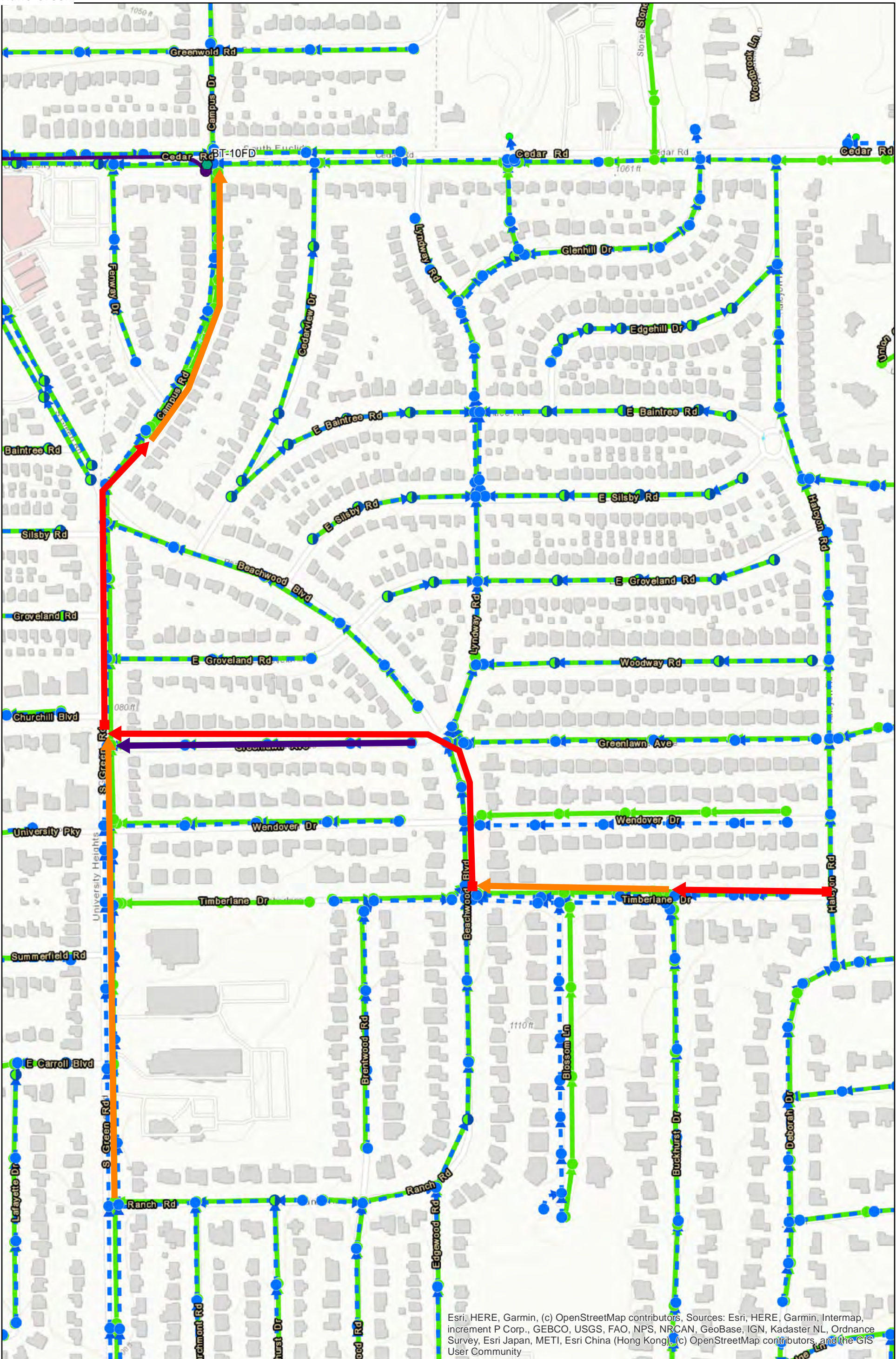
We anxiously await the design and ultimately the construction of this very important project.

Sincerely,

GPD Group

A handwritten signature in dark ink, appearing to read "Joseph R. Ciuni".

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



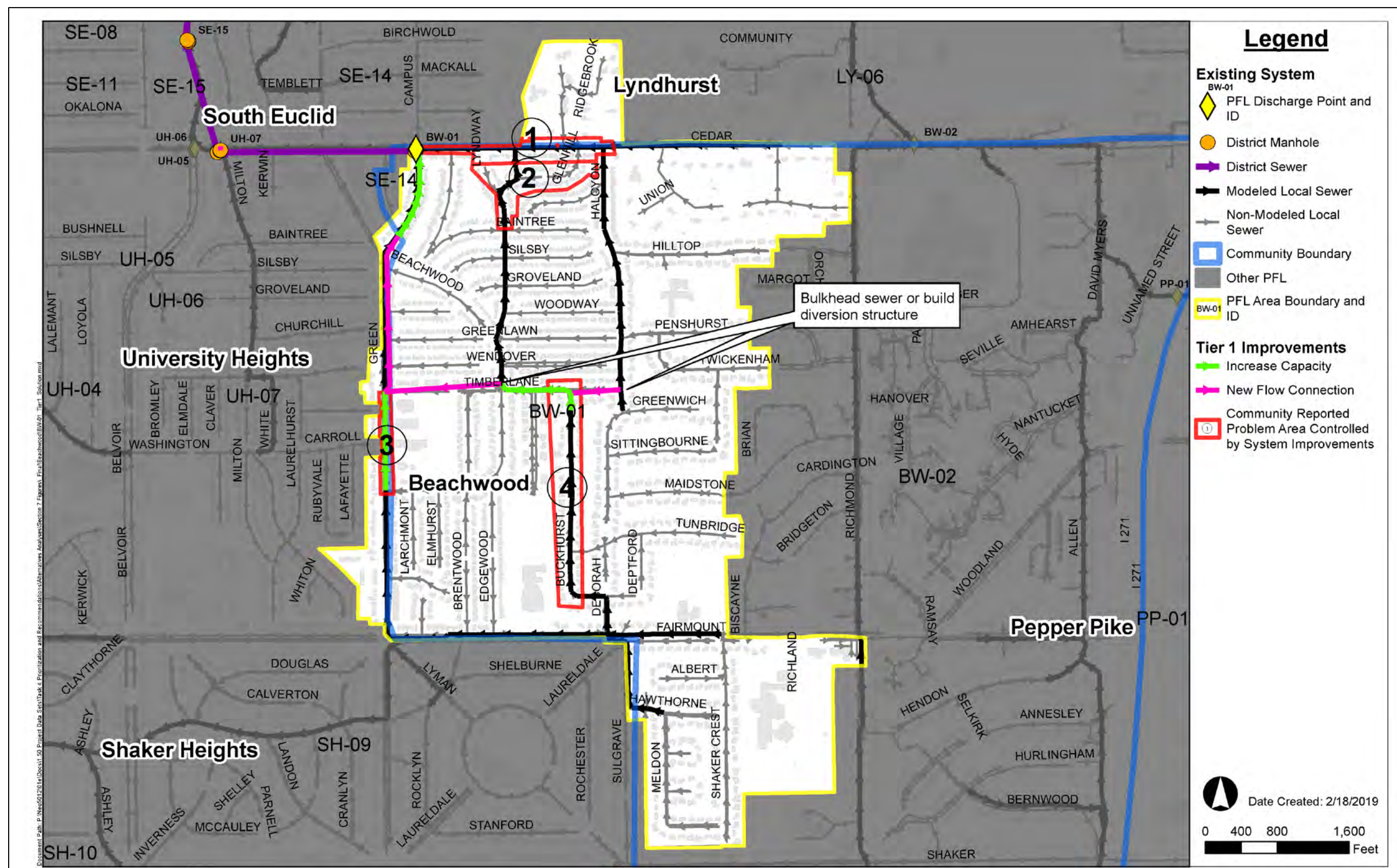
Esri, HERE, Garmin, (c) OpenStreetMap contributors, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

EXISTING LEGEND <ul style="list-style-type: none">District ManholeDistrict PipeSanitary ManholeSanitary PipeStorm ManholeStorm Pipe	PROPOSED LEGEND <ul style="list-style-type: none">Increase CapacityNew Flow ConnectionReplace Over-Under	<div>0 150 300 600 Feet</div> <div>N</div>	<div>CITY OF Beachwood</div> <div>GPD GROUP</div>	<div>2022 MCIP CITY OF BEACHWOOD TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT AREA MAP</div> <div>Date: 5/21/2021</div>
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Table 5-1. Summary Table for PFL Area BW-01

PFL Area:		BW-01		Tributary to District Branch:		BTRS-1									
Trench Type Summary						PFL Net Aggregated Area Peak Modeled Flow Rate and Comparisons (5-year, 1-hour rainfall, 15-min rainfall increments)			Model Projected Problems						
Unit	Total	Over/Under	Common Standard	Dividing Wall	Separate	Net Aggregated Sewered Area	657	Acres	Active SSOs:	0	count				
						Net Aggregated Peak Flow Rate	10.6	MGD							
						Net Aggregated Peak Flow Rate per acre	16,242	GPAD							
PFL Area (acres)	673	0.0	281	144	232	This Community PFL areas weighted average	9,559	GPAD	Controlled SSOs:	0	count				
Sanitary Sewer Length (LF)	82,100	0	36,100	21,500	24,500	All HHI-LSES PFL areas weighted average	24,800	GPAD	All projected basement backups	350	count				
% of Total Sewer Length	100%	0%	44%	26%	30%	Comparison to this Community PFL areas	71%	percentile	Manholes surcharged to grade	21	count				
						Comparison to all HHI-LSES PFL areas	26%	percentile	Modeled surcharged pipe within 8 ft of ground	14,689	LF				
Notes	1. Total PFL area may include non-sewered areas.					1. Net Aggregated Area GPAD is calculated by: Adding flow diversion out of the PFL and subtracting flow diversions into the PFL. The total PFL flow is then divided by the sum of the aggregated PFL areas.									
Potential Improvements															
Tier	Improvement Quantity (LF or count)							2018 Class 5 Planning Costs, \$							
	Over/Under Separation	Common Standard Rehab	Dividing Wall Rehab	Separate Trench Rehab	Capacity Increase	New Flow Path	Private Properties	Construction	Design (15%)	CA/RE (10%)	TOTAL Capital	Contingency (30%)	Project Definition Investigation	TOTAL	% of TOTAL PFL
1	0	0	0	0	3,195	3,640	0	\$8,710,000	\$1,306,500	\$871,000	\$10,887,500	\$3,266,250	\$0	\$14,153,750	60%
2	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%
3	0	0	0	0	3,569	0	66	\$5,690,000	\$853,500	\$569,000	\$7,112,500	\$2,133,750	\$0	\$9,246,250	40%
TOTAL PFL	0	0	0	0	6,764	3,640	66	\$14,400,000	\$2,160,000	\$1,440,000	\$18,000,000	\$5,400,000	\$0	\$23,400,000	100%
Notes	1. Tier 1 represents improvements to address reported system problems and active SSOs. 2. Tier 2 represents improvements to control excessive I/I and eliminate the Over/Under system. 3. Tier 3 represents improvements to address other projected problems. 4. New Flow Path represents new sewers to re-direct flows.						1. Total Capital costs = Construction + Design + CA/RE 2. Contingency = 30% of Total Capital cost 3. Project Definition Investigation = \$10,000 per acre for common trench work areas 4. Total Cost = Total Capital + Contingency + Project Definition Investigation								

Figure 5-8. PFL Area BW-01 Tier 1 Improvements



This map illustrates the sewer infrastructure and proposed improvements across four communities: Lyndhurst, University Heights, Beachwood, and Shaker Heights. The map includes street names, community boundaries, and various sewer lines.

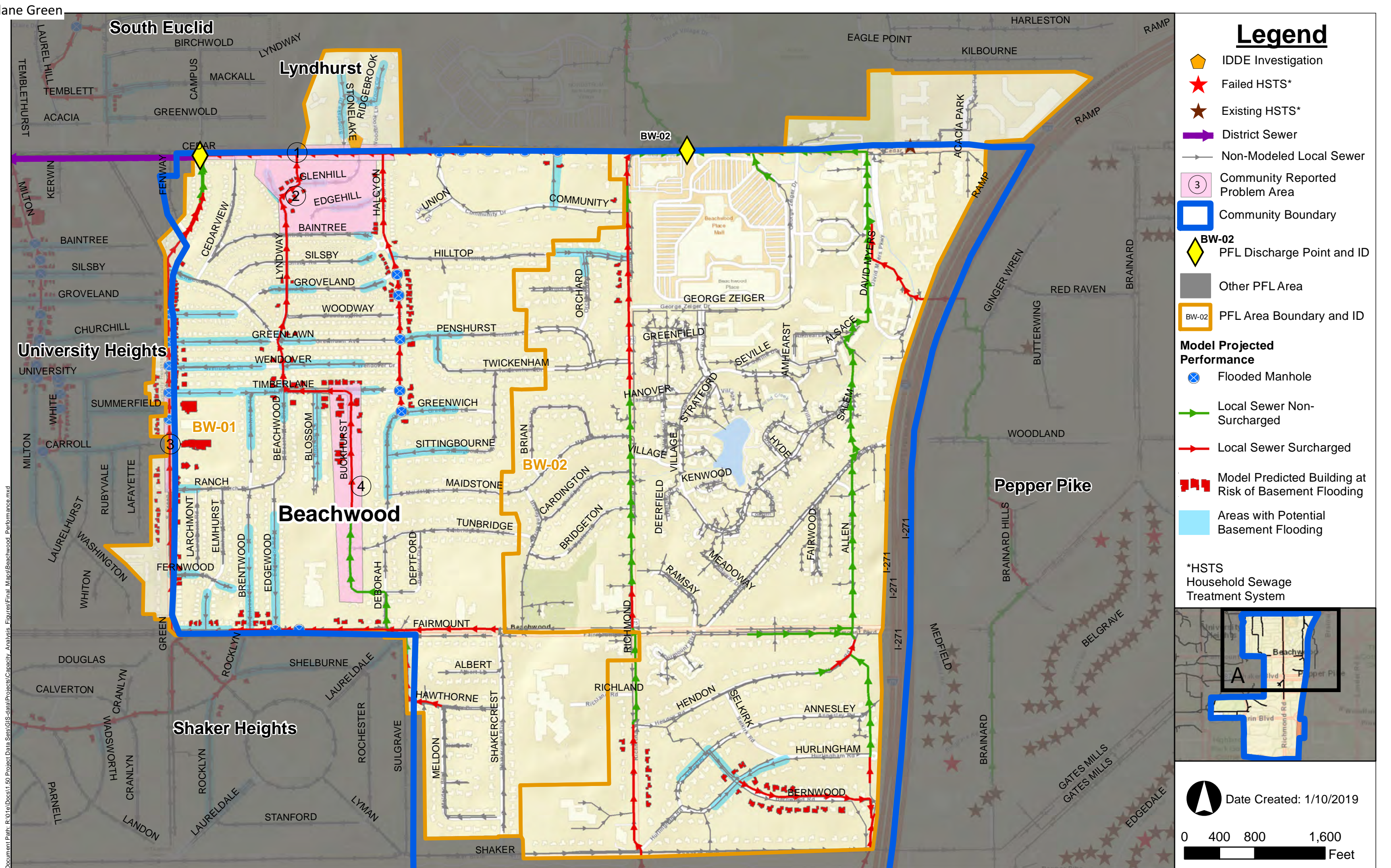
Legend:

- Existing System:**
 - PFL Discharge Point and ID (Yellow diamond)
 - District Manhole (Orange circle)
 - District Sewer (Purple line)
 - Community Boundary (Blue outline)
 - Community Reported Problem Area Controlled by Tier 1 Improvements (Red outline with '1')
 - Other PFL Area (Gray area)
 - PFL Area Boundary and ID (Yellow outline)
 - Modeled Local Sewer (Thick black line)
 - Non-Modeled Local Sewer (Thin gray line)
- Tier 3 Improvements:**
 - Increase Capacity (Blue arrow)
 - Private Property I/I Removal (Green hatched area)

Map Labels:

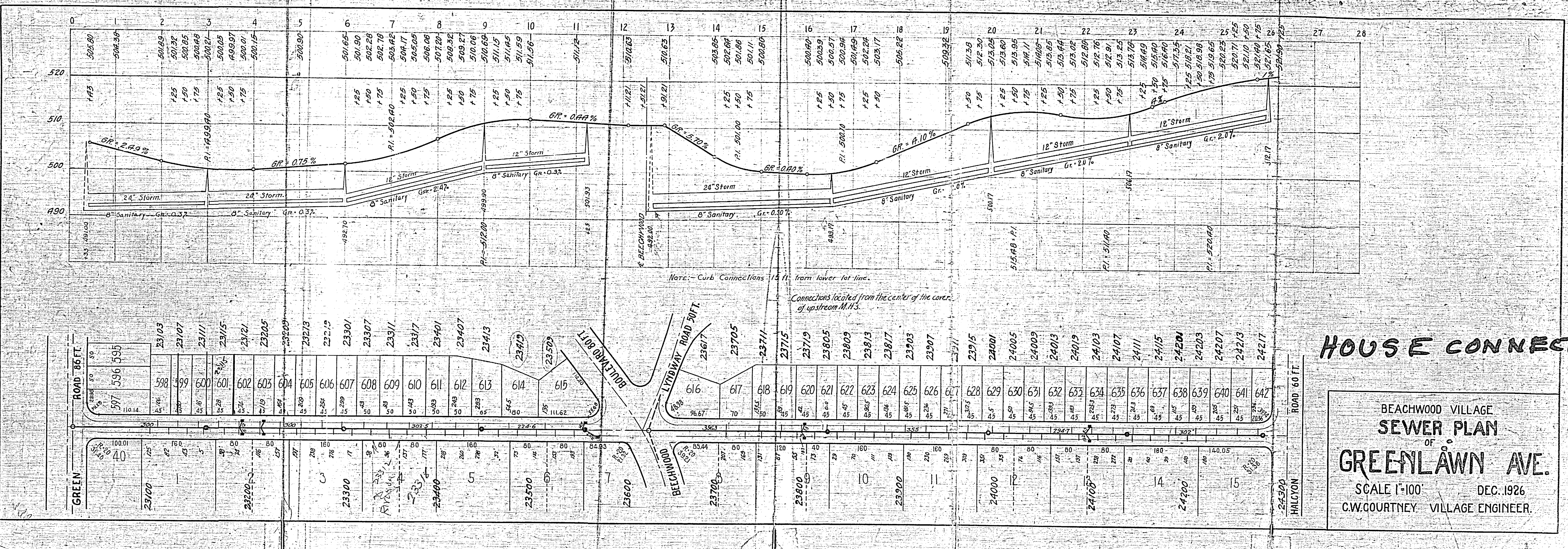
- Communities:** Lyndhurst, University Heights, Beachwood, Shaker Heights.
- Streets:** SE-08, SE-11, SE-15, SE-14, LY-06, UH-05, UH-06, UH-07, UH-04, BW-01, BW-02, SH-09, SH-10, etc.
- Manholes:** UH-06, UH-05, UH-07, UH-04, BW-01, BW-02, PP-01.
- Problem Areas:** Four numbered red-outlined areas (1, 2, 3, 4) indicating reported problems controlled by Tier 1 improvements.
- Improvements:** Blue arrows indicating capacity increases and green hatched areas indicating private property I/I removal.

Date Created: 6/24/2019
Scale: 0, 400, 800, 1,600 Feet

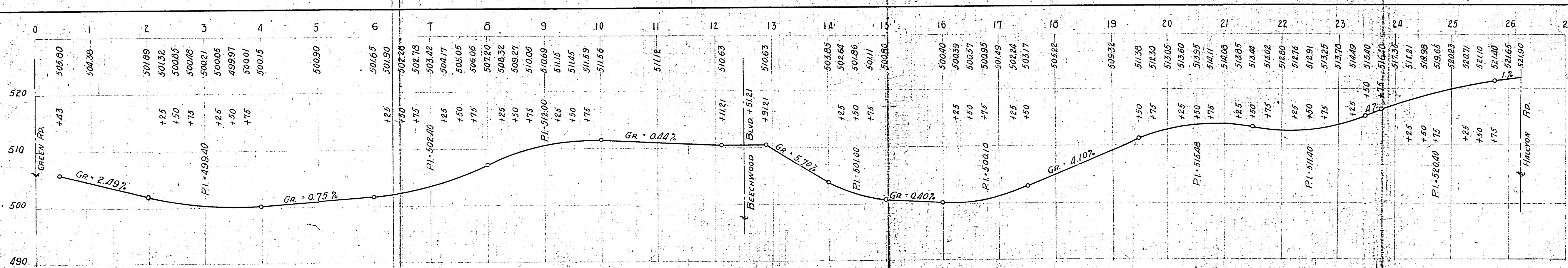


**Table B3. City of Beachwood Sanitary Sewer System Problem Summary by PFL Area
February 2019**

PFL Area ID	Area (acres)	Percentage Common Trench System	Community Problem Area ID	Location/Roads	Reported Problems	Model Findings and Status	Fieldwork Findings	Other Information
BW-01	673	70%	1	Cedar Road	Capacity issue	Model predicts surcharging throughout the problem area and upstream of the problem area shows flooded manholes and basement flooding.	WO-78 performed smoke testing along Cedar Rd., Community Dr., and Union Circle. Results showed distributed I/I and connected downspouts.	NA
			2	Glenhill Drive, Lyndway Road	Basement flooding	Model predicts surcharging and basement flooding within problem area. This area is upstream of problem area 1 which was identified to have a capacity issue by the local engineer.	WO-30 performed smoke testing in this area with mixed results due to common trench configuration. WO-67 attempted smoke testing on Edgehill Road, area was found to be divider wall manholes, not separate trench. WO-77 performed dye flood testing on Glenhill Drive. Results showed dyed water mainly infiltrating from lateral connections and laterals.	NA
			3	South Green Road from Ranch Road to Timberlane Drive	Capacity issue	Flooded manholes and basement flooding predicted throughout this problem area as well as upstream and downstream.	No fieldwork performed in this area, due to busy traffic location	Smoke testing done under WO-67 around problem area.
			4	Buckhurst Drive from Deptford Drive to Timberlane Drive	Capacity issue	Surcharging and basement flooding predicted in the most downstream reaches of this problem area. Surcharging continues downstream of the problem area through problem area 2.	WO-30 performed dye flood testing on Buckhurst Drive, little infiltration seen entering sanitary sewer.	NA

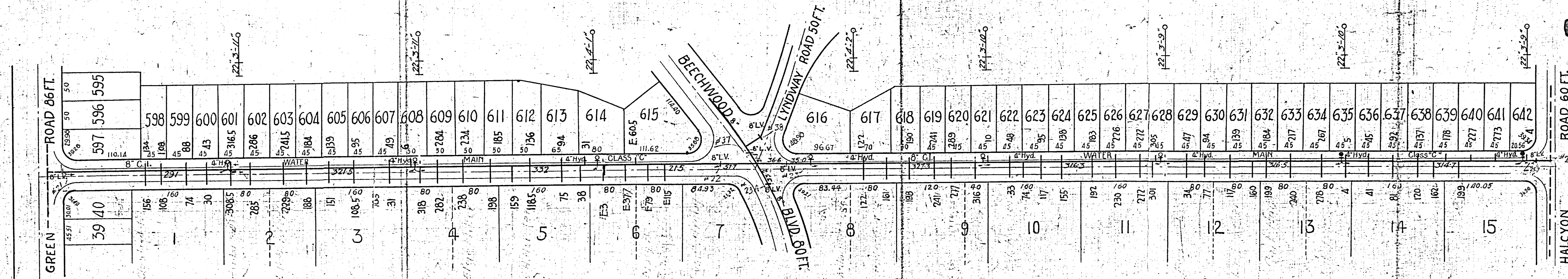


BEACHWOOD VILLAGE
SEWER PLAN
OF
GREENLAWN AVE.
SCALE 1"=100' DEC. 1926
C.W. COURTNEY VILLAGE ENGINEER.



NOTE: WATER CURB CONNECTIONS TO BE INSTALLED AT LEAST 6 FEET FROM SEWER CONN. SHUT OFF BOXES TO BE 4 FEET BACK OF CURB.

Water connections located from Hydrants, measurements along sidewalk on North side of Street.



HOUSE CONNECTIONS

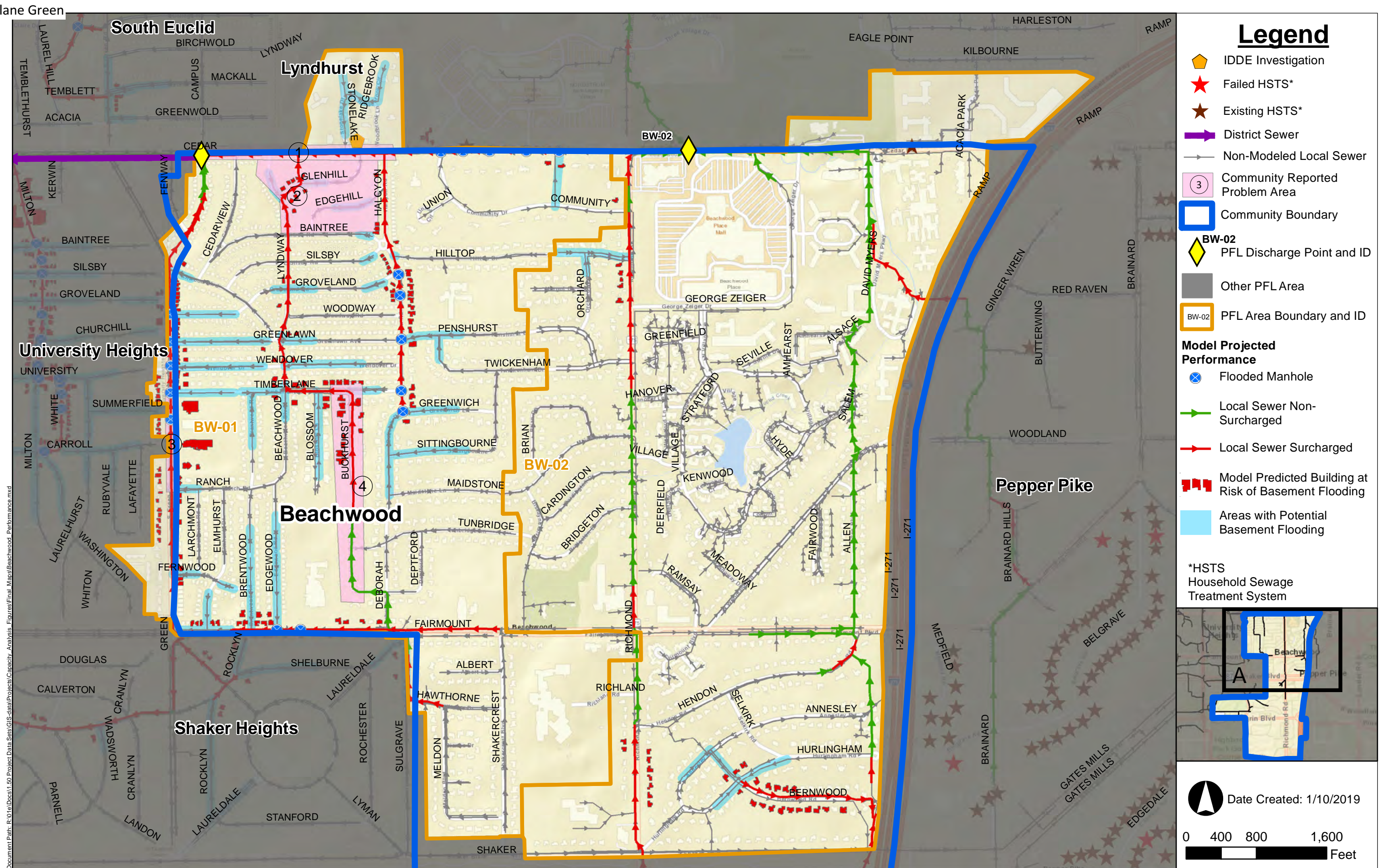
BEACHWOOD VILLAGE

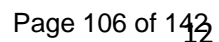
WATER PLAN

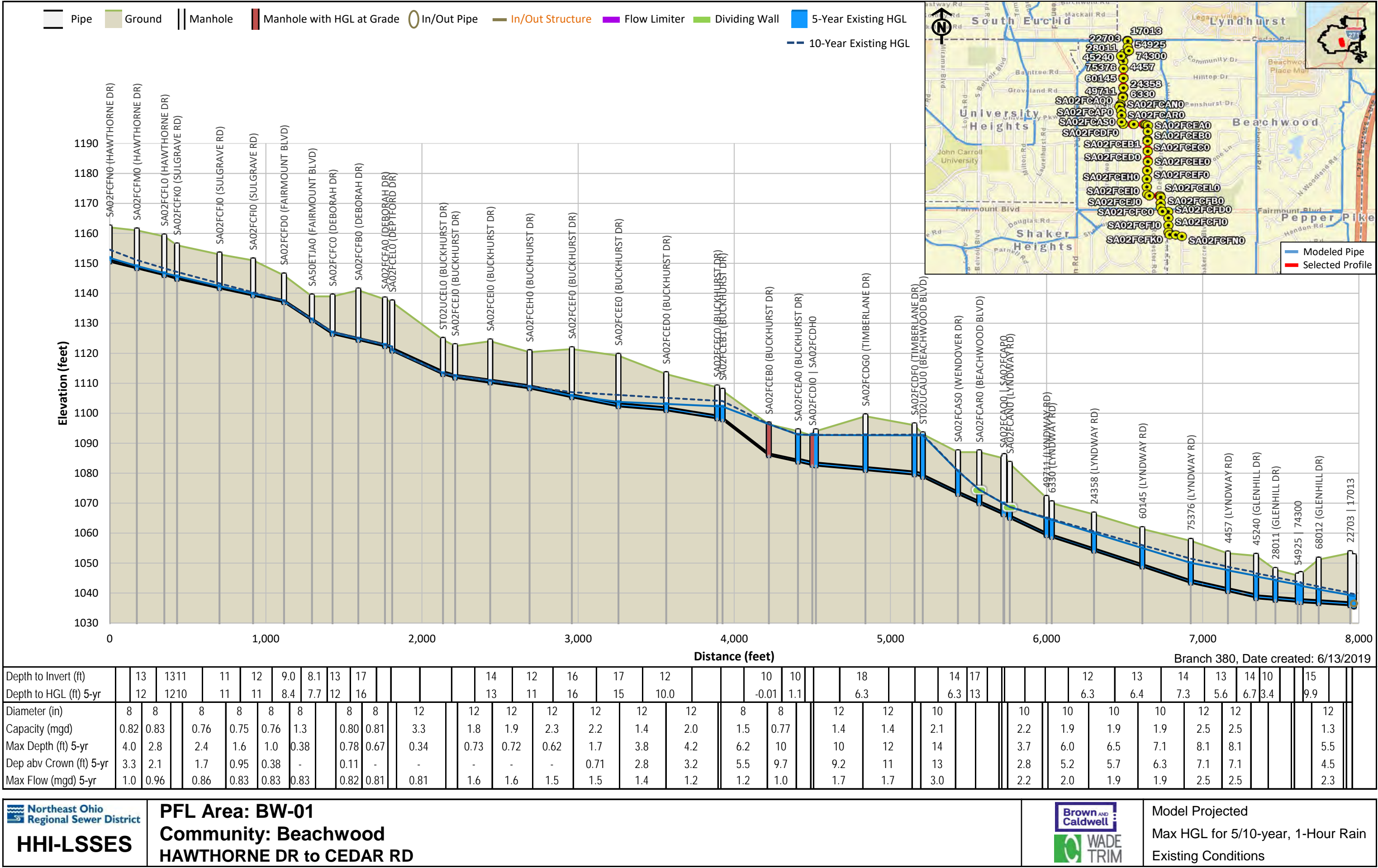
GREENLAWN AVE.

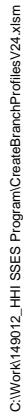
SCALE 1"=100' JAN. 1927

C.W. COURTNEY VILLAGE ENGINEER.

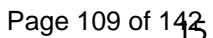






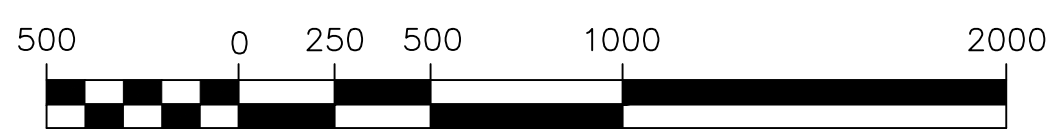
C:\Work\149012_HHI SSES Program\CreateBranchProfilesV24.xlsm

C:\Work\149012_HHI SSES Program\CreateBranchProfilesV24.xlsm



Theresa Green

GRAPHIC SCALE



(IN FEET)
MAY 2021

CITY OF
Beachwood

MARTIN S. HORWITZ, MAYOR

BACKFLOW PREVENTER LOCATIONS AND RESIDENTIAL FLOODING MAP - LABOR DAY 2020

LEGEND

-  SERVICE CALL FOR SEWER BACKUP
-  BACKFLOW PREVENTER



PREPARED BY:



**CITY OF BEACHWOOD - TIMBERLANE/GREEN SANITARY RELIEF SEWER
2022 MCIP APPLICATION**

ESTIMATED FEES

MAY 17, 2021

REF NO.	TASK DESCRIPTION	TOTAL \$
PART A - DESIGN SERVICES		
1	PROJECT ADMINISTRATION AND MEETINGS	\$ 10,000.00
2	DESIGN AND PREPARATION OF PLANS WITH BID DOCUMENTS INCLUDES MODELING, SEWER IMPROVEMENTS, AND MOT	\$ 225,000.00
3	MISCELLANEOUS INCLUDES QAQC, RESPONSE TO SUBMISSION COMMENTS, AND SUB-CONSULTANT MANAGEMENT	\$ 10,000.00
DESIGN SERVICES SUBTOTAL =		\$ 245,000.00
PART B - DIRECT EXPENSES		
4	FIELD SURVEY	\$ 30,000.00
5	GEOTECHNICAL	\$ 12,000.00
6	CCTV AND CLEANING SUB-CONTRACTOR	\$ 10,000.00
7	FLOW MONITORING SUB-CONSULTANT	\$ 38,000.00
8	PERMITTING	\$ 15,000.00
DIRECT EXPENSES SUBTOTAL =		\$ 105,000.00

THE ESTIMATED USEFUL LIFE OF THIS PROJECT IS 20 YEARS FOR PAVEMENT AND 50 YEARS FOR SEWER INFRASTRUCTURE.
I HEREBY CERTIFY THE ABOVE ESTIMATE OF COST AND USEFUL LIFE TO BE CORRECT.

GRAND TOTAL = \$ 350,000.00

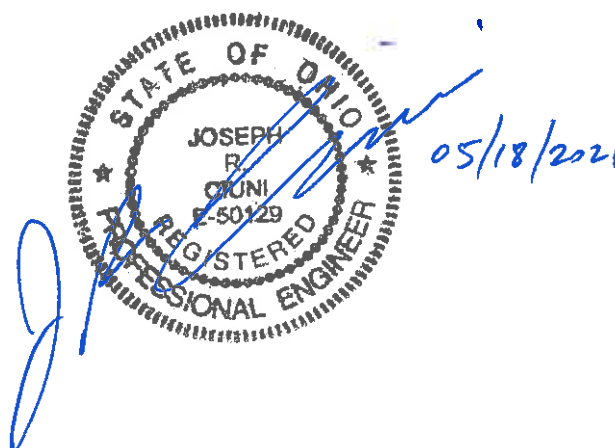


EXHIBIT E

CHIEF FINANCIAL OFFICER'S
CERTIFICATION OF LOAN REPAYMENT
TIMBERLANE/GREEN SANITARY RELIEF SEWER PROJECT

May 19, 2021

To Whom It May Concern,

I, Larry A Heiser CPA, Director of Finance for the City of Beachwood, hereby certify that the City of Beachwood will have the amount of \$175,000 in City matching fund for the Northeast Ohio Regional Sewer District's (NEORSDD) Member Community Infrastructure Program (MCIP) and additionally understand the terms and conditions of the MCIP reimbursement program. Upon authorization or approval, the City of Beachwood will enter into an agreement for the above reference project.

Sincerely,



Larry A Heiser, CPA

Director of Finance

216-292-1903

Larry.heiser@beachwoodohio.com

EXHIBIT F

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM POLICY

The Member Community Infrastructure Program (MCIP) is a funding program provided by the Northeast Ohio Regional Sewer District (District) to assist both member communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant, with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

The intent of the MCIP is to provide an annual funding opportunity to member communities and eligible political subdivisions for sewer infrastructure repair and rehabilitation that will:

- Continue progress towards environmentally sustainable and healthy communities through protection and improvement of the region's water resources consistent with the vision of the District.
- Support efforts to assist member communities' compliance with the District's Community Discharge Permit Program.
- Improve function and condition of the local sewer system.
- Identify and remove sources of inflow and infiltration (I/I) from the sewer system. This reduction will preserve the hydraulic capacity of the local and District sewer system and alleviate problems such as basement flooding.

Subject to available funding and District Board of Trustee (BOT) approval, the District anticipates funds will be available annually through a competitive process. The District will annually review the terms and conditions of the MCIP and may modify these terms and conditions based on lessons learned from previous funding rounds. There are two mechanisms for funding under the MCIP: (a) MCIP Grant or (b) a Community Operating Lease. The District will determine the appropriate funding mechanism during the application review process. Applicants do not specify a funding preference.

All available MCIP funds will be provided by the District on a reimbursement basis to the member community or other eligible political subdivision for direct project costs, conditioned on the District's prior approval of the project and member community or eligible political subdivision compliance with this Policy and the District approved Project Agreement. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the member community or eligible political subdivision and the District shall remain with the District.

If the member community or other eligible political subdivision fails to maintain a project funded through the MCIP in accordance with applicable agreements executed with the District, it shall be liable for the full amount of MCIP funds paid for the project.

The District will provide an annual update to the BOT and member communities on MCIP projects.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCESS OVERVIEW

Project Eligibility

A project must meet all of the following minimum requirements to be eligible for MCIP funding:

- Reduce water quantity issues and address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the District.
- Located in the District's sanitary sewer service area <http://arcg.is/2bPxzEt>.
- Include a minimum of 25% non-District funds dedicated to the project.
- Meet all applicable District, federal, state, and local regulations and requirements.
- Tributary to a District wastewater treatment plant.
- Owned, operated, and maintained by a member community of the District or by an eligible political subdivision, which shall be a political subdivision of the State of Ohio.
- Not be the subject of a contract which transfers ownership of the project to a private entity.

To be eligible for MCIP funding, eligible public entities submitting proposals must, in addition to all other MCIP program requirements, provide a resolution or ordinance adopted by the member community legislative body in support of the project. Member communities and eligible political subdivisions may use MCIP funds for planning, design, construction, and administrative costs directly associated with approved projects. Eligible projects include, but are not limited to the following:

- Mitigation of sanitary sewer overflows (SSOs) and illicit discharges,
- Mitigation of inflow and infiltration,
- Removal and elimination of failing home sewage treatment systems (HSTS),
- Increases to local sewer system's level of service, and
- Management of stormwater flow that enhance combined/sanitary sewer system level of service.

Application Process Overview

1. For each year of funding the District will issue a RFP to its member communities.
2. The forms for the application process are located at <https://www.neorsd.org/community/member-community-infrastructure-program-mcip/>

3. All proposals will be reviewed based on the scoring criteria found in the RFP.
4. The District's review committee will make the determination if the proposed project will be recommended for a grant or community operating lease contract. If the community operating lease option is selected, the member community or eligible political subdivision will be contacted to discuss the terms of the lease agreement.
5. MCIP recommendations will be presented to the District's BOT for final approval.
6. Upon approval by the BOT, the District will enter into a MCIP Project Agreement for each awarded project with the applicable member community or eligible political subdivision.

Project Agreement

Projects approved by the BOT will be either funded through a MCIP Project Agreement or a Community Operating Lease Agreement, depending on the District funding availability. The District's Legal Department will prepare the appropriate MCIP Project Agreement between the District and the member community or eligible political subdivision.

MCIP Project Agreement

The member community or eligible political subdivision is responsible for the full implementation of the MCIP Project as defined in the annual request for proposal. At a minimum, the MCIP Project Agreement will contain the following provisions requiring the member community or eligible political subdivision to:

- Award and/or bid, design and/or construct, and manage the MCIP Project;
- Obtain all necessary approvals and permits and pay all applicable fees connected with the MCIP Project;
- Obtain all easements, rights of entry, and other legal agreements necessary to complete the MCIP Project;
- Maintain and operate the MCIP Project during construction and after project completion for the life of the project; and
- Any other provision the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Community Operating Lease Agreement

The member community or eligible political subdivision will be required to enter into an agreement containing, at a minimum, the following:

- A provision whereby the member community or eligible political subdivision leases the existing or planned sewer asset described in the MCIP Project proposal to the District for a nominal fee for a term to be agreed upon between the District and the member community or eligible political subdivision;

- A provision requiring the District to design, if design has not been finalized, and construct the MCIP Project;
- A provision requiring the member community or eligible political subdivision to waive all permit fees applicable to the MCIP Project during design and construction;
- A provision reverting the MCIP Project back to the member community or eligible political subdivision at the end of the lease term;
- A provision requiring the member community or eligible political subdivision to maintain and operate the MCIP Project for the duration of the lease term; and
- Any other provision that the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Budget Modification

If in the event of qualifying unforeseen circumstances, a member community or eligible political subdivision may request additional funding for project eligible cost increases associated with said circumstances. All requests for additional funding will be contingent upon the availability of funds and justification of cost increases subject to District approval. The District is under no obligation to provide additional funds to MCIP awarded projects. The maximum amount of District funding for any approved budget modification will not exceed 75% of the revised MCIP project cost identified in the member community or eligible political subdivision proposal. The District, at its sole discretion, may waive the 25% non-District fund contribution requirement by a member community for a member community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a member community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>). The District reserves the right to authorize funding to address public health and water quality improvements.

Requesting Additional Funds

Eligible requests include but are not limited to:

- Costs identified due to unforeseen circumstances during the engineering or construction phase.
- Change orders during construction that are necessary to:
 - a. Complete the project as approved by the District without additional scope or project changes.
 - b. Meet required federal or state regulatory standards that are new or were unforeseen at the time project design was completed.
 - c. Address conditions not reasonably discoverable in the engineering and design phase of the project.

Ineligible requests include but are not limited to:

- Costs resulting from increased scope not needed to complete the original project without justification approved by the District.
- Funding a budget shortfall resulting from the project bids coming in higher than the estimate, without justification or explanation of unforeseen circumstances.
- Funding a budget shortfall in funding from other sources (i.e., local, state, federal and/or other sources).
- Cost overruns incurred during construction that were caused by engineering deficiencies and/or inadequate plan preparation.
- Cost overruns incurred as the result of contractor or project sponsor negligence or misfeasance.

Reimbursement Overview

1. MCIP funded projects are reimbursement only. All requests for reimbursement for the project shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the project.
2. The District's award will represent a percentage of the project cost (the "Award Percentage"), based on the cost estimate provided in the project application.
3. The member community or eligible political subdivision must demonstrate that their percentage of the project (the "MCIP Applicant Percentage"), as identified in the application, has been paid. Throughout the duration of the project, District reimbursements to the member community or eligible political subdivision for each invoice shall follow the established Award Percentages and MCIP Applicant Percentages for the project. In no circumstances shall the District's reimbursements exceed the initial award contribution to the project (the "Award Contribution").
4. If subsequent additional funds are requested and granted pursuant to these policies, then the District's final Award Contribution may represent a higher Award Percentage of the final project costs, but in no event will the District's final total Award Contribution exceed 75% of the final project costs.
5. If final project costs decrease from the project proposal estimate, then the amount of the District's final Award Contribution shall be reduced to maintain the same Award Percentage of the final project cost as the percentage of the original award in relation to the proposal estimate.

6. The member community or eligible political subdivision shall keep all records and documents relevant to the MCIP Project Agreement, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request together with any other compliance information which may be reasonably required.
7. The member community or eligible political subdivision shall bear the risk and remain solely responsible for any payments made to third parties for invoicing not approved for MCIP reimbursement by the District.
8. Upon request the member community or eligible political subdivision will provide a copy of any final accounting report prepared in connection with and specific to the project.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCEDURES

Request for Proposals

The District intends to offer an annual Request for Proposals (RFP) to member communities and eligible public entities for the MCIP. The RFP includes project requirements, evaluation criteria, and schedule of deliverables.

Eligible Projects

Within the annual RFP, the District will list eligible projects. Projects not listed can be discussed with the District for consideration.

Evaluation Criteria, Process, and Recommendations

Proposals must be submitted no later than the specified due date and time in the RFP. Any materials that are not included in the initial submission will not be considered. The proposals are checked for completeness, filed electronically, and disbursed to the selection committee for review.

Final recommendations for funding will be based on the value of the Project Evaluation criteria in the RFP and past performance. The selection of projects is solely at the District's discretion.

The final recommendations to the BOT must be approved by a Chief Executive Officer Committee consisting of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Director of Engineering and Construction, and Director of Watershed Programs.

Project Agreement

The District's Legal Department will send the MCIP Project Agreement to the primary project contact. The project commences under the MCIP when the MCIP Project Agreement is fully executed and a purchase order number has been issued by the District.

Request for Budget Modification

Budget Modifications require the submission of a Request for Budget Modification form to the Watershed Funding Administrator. Budget Modification must be submitted with substantiating documentation. If approved, the Member Community or Political Subdivision will be required to enter into an amendment to the MCIP Grant Agreement or Community Operating Lease Agreement.

A Request for Budget Modification must be fully-executed prior to consideration of further reimbursement requests.

Progress Reports

Progress Reports will provide a summary of the project status with respect to objectives, degree of project completion, difficulties encountered, and next steps toward project completion. The Progress Report is located at <http://www.neorsd.org/mcip>.

Progress Reports will be submitted:

- Within 30 days of written request from the District
- As an attachment to all Reimbursement Requests

Reimbursement Request

For reimbursement, 100% of the MCIP funds must be used for activities and/or expenses directly related to the project, as approved by the District. These activities and expenses may include design, construction, materials, equipment, project performance verification, and signage specifically related to the project. Only project components described in the MCIP Project Agreement and/or approved Budget Modifications are eligible for reimbursement. A Reimbursement Request for project costs cannot be submitted prior to a fully executed MCIP Project Agreement. Any Budget Modification must be documented by written District approval.

1. The Reimbursement Request forms can be found at <http://www.neorsd.org/mcip> or other location designated by the District.
2. A complete Reimbursement Request submission will include:
 - Reimbursement Request – Cover Sheet
 - Progress Report
 - Expenditure and Financing Progress Worksheet
 - Expense Worksheet w/ supporting documentation
3. Itemize all reimbursable project expenses on the Reimbursement Request Expense Worksheet. Include supporting documentation to justify the expenses recorded, such as an itemized bill, receipt, invoice, or timecard. This must be accompanied by proof of payment, such as a credit card receipt, cancelled check, bank verified electronic funds transfer and/or other documentation to substantiate purchase and/or payment by the District.
4. Demonstrate that the MCIP Applicant Percentage (project cost obligation), as identified in the application, has been satisfied, using the Expenditure and Financing Progress Worksheet. Include supporting documentation as needed if not included with the Expense Worksheet.
5. The Reimbursement Request shall be submitted to the Grant Programs Administrator. Send submissions to:

Linda Mayer, Grant Programs Administrator, mayerl@neorsd.org
6. Upon successful review of the submission by Grant Programs Administrator and Deputy Director of Watershed Programs, the District's Director of Watershed Programs will have the final review and approval of the Reimbursement Request for disbursement to occur.

7. The reimbursement can be anticipated within 30 days of the final approval of the Reimbursement Request.

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Justin Berns, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 02/04/2022
SUBJECT: A Motion authorizing the Clerk of Council to advertise for Bids for 2022 Sidewalk Program per BCO 121.09 and ORC 7.16

Mayor,

In an effort to assist with our 2022 Sidewalk Program, we are looking to hire an outside contractor for the installation of sidewalks that are in need of replacement for the following streets: Brian, Bridgeton, Cardington, Deborah, Deptford, Fairmount, Fenway, Greenwich, Maidstone, Richmond, Shaker Blvd., Sittingbourne, Tunbridge and Twickenham. Our budget for this project is \$200,000 with a completion date of June 15th. With your permission, I would like to place this on the next council agenda.



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

February 2, 2022

RE: 2022 Sidewalk Replacement Program

Dear Mr. Arrietta:

Our Office has completed the bid documents for the 2022 Sidewalk Replacement Program. This year's program includes the following streets:

1. Brian
2. Bridgeton
3. Cardington
4. Deborah
5. Deptford
6. Fairmount (Sulgrave to I-271)
7. Fenway
8. Greenwich
9. Maidstone
10. Richmond
11. Shaker Blvd.
12. Sittingbourne
13. Tunbridge
14. Twickenham

The budget for this work is \$200,000. The Public Works Dept. will mark out the areas to be replaced and we will perform as many streets as the budget allows, in accordance with the bids received.

The intent is to begin this project in Mid-April and be completed by June 15th.

We hereby request approval to advertise for Public Bidding.

Very truly yours,

GPD Group

A blue ink signature of Joseph R. Ciuni, written in a cursive style.

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

**INVITATION TO BID
LEGAL NOTICE**

Sealed bid proposals will be **received** by the Clerk of Council of the City of Beachwood, Cuyahoga County, Ohio, at the City of Beachwood Law Department, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 **until 1:00 P.M. local time, on Friday, March 11, 2022** for the work designated below (the "Work"):

2022 SIDEWALK REPLACEMENT PROGRAM

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

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

Copies of the Specifications, Instructions to Bidders, Forms of Proposals and other contract documents are on file at the office of the Clerk of Council of the City of Beachwood and at online at: www.beachwoodohio.com/bidders. These documents may be obtained at the office of Clerk of Council, Law Department, 25325 Fairmount Boulevard, Beachwood, Ohio 44122. Inquiries can be directed to Mike Rider at (216) 595-5481.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin or disability.

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

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

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

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

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

Council Authorized to bid on: March 22, 2022

To be published in the Sun News: Feb. 24, 2022 and Mach 3, 2022

BEACHWOOD PUBLIC WORKS DEPARTMENT INTER-OFFICE MEMORANDUM

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: February 9th, 2022

RE: Council Agenda Item: 2022 Road Program

Mayor,

The GPD Group has completed the estimates for the 2022 Road Program. (see attached memo)

Below is the updated list of streets to be resurfaced in 2022:

- 1) Blossom Lane – LPI 2001 - \$130,000
- 2) East Groveland Road (Beachwood Blvd. to Lyndway) – LPI 2007 - \$50,000
- 3) Halworth Road (Belvoir to Shaker Line) – LPI 2000 - \$85,000
- 4) Halburton Road (Belvoir to Shaker Line) – LPI 2004 - \$85,000
- 5) Letchworth Road (Richmond to Bryden) – LPI 1999 - \$450,000
- 6) Willow Lane – LPI unknown - \$115,000
- 7) Woodside Lane (Cul-de-Sac to Sulgrave) – LPI 2001 - \$95,000
- 8) Enterprise Parkway – LPI 2007 - \$300,000
- 9) Science Park Drive – LPI 2006 - \$390,000
- 10) Central Parkway – LPI 2005 - \$125,000
- 11) Police Parking Lot - \$150,000

GPD's construction administration fees will be \$49,500 with an estimated inspection cost of \$60,000 bringing the total estimated cost for the 2022 Road Program to \$2,084,500. With your approval, I would like to place this item on the February 22nd council agenda and begin the bidding process. Please contact me with any questions you may have in regards to this agenda item.

MEMORANDUM

2022119.01

To: Chris Arrietta, Public Works Director

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

Date: February 16, 2022

Re: 2022 Road Program - Final

After considering the waterline projects that need to occur and the other construction occurring adjacent to City Hall we have revised the 2022 Road Program and below is our recommended final list:

1. Blossom Lane – Last resurfaced in 2001.
 - a. Scope includes mill and fill and minor curb repairs. Upgrade all ADA curb ramps.
 - b. Total estimated construction cost = \$ 130,000
2. Halworth Road (West Corp. Line to Belvoir) Last resurfaced in 2000.
 - a. Scope includes mill and fill and minor curb repairs. Upgrade all ADA curb ramps.
 - b. Total estimated construction cost = \$ 85,000
3. Halburton Road (West Corp. Line to Belvoir). Last resurfaced in 2004.
 - a. Scope includes mill and fill with minor curb repairs. Upgrade all ADA curb ramps.
 - b. Total estimated construction cost = \$ 85,000
4. Letchworth Road (Bryden to Richmond). Last resurfaced and/or reconstructed in 1999.
 - a. Scope of work includes mill and fill with minor curb repairs in reconstructed area (Bryden to School Drive) and mill and fill with stabilized base repairs and many new aprons in the previous resurfacing area (from School Drive to Richmond). Upgrade all ADA curb ramps.
 - b. Total estimated construction cost = \$450,000
5. Woodside Road (Cul-de-Sac to Sulgrave) – Last resurfaced in 2001.
 - a. Scope includes mill and fill and major curb repairs and some apron repairs. Upgrade ADA curb ramps.
 - b. Total estimated construction cost = \$ 95,000
6. Willow Lane. Last resurfacing is unknown.
 - a. Scope includes mill and fill and minor curb repairs. Upgrade ADA curb ramps.
 - b. Total estimated construction cost = \$ 115,000

7. East Groveland (Beachwood Blvd. to Lyndway). Last resurfaced in 2007
 - a. Scope includes mill and fill and minor curb repairs. Upgrade ADA ramps.
 - b. Total estimated cost = \$50,000
8. Enterprise Parkway. Last resurfaced in 2007
 - a. Mill and Fill with minor curb repairs
 - b. Total estimated cost = \$300,000
9. Science Park Drive. Last resurfaced in 2006
 - a. Mill and Fill with minor curb repairs
 - b. Total estimated cost = \$390,000
10. Central Parkway. Installed in 2005.
 - a. Mill and fill with minor curb repair
 - b. Total Estimated cost = \$125,000
11. Police Parking Lot and entrance drive to Garage under City Hall – Last Resurfacing is Unknown
 - a. Mill and Fill with base repairs. Replace Loop Detector at Richmond intersection
 - b. Estimated cost = \$150,000

Summary of costs:

1. Blossom Lane =	\$ 130,000
2. Halworth Road (West Corp. Line to Belvoir) =	\$ 85,000
3. Halburton Road (West Corp. Line to Belvoir) =	\$ 85,000
4. Letchworth Road (Bryden to Richmond) =	\$ 450,000
5. Woodside Road (Cul-de-sac to Sulgrave) =	\$ 95,000
6. Willow Lane =	\$ 115,000
7. East Groveland (Beachwood to Lyndway) =	\$ 50,000
8. Enterprise Parkway =	\$ 300,000
9. Science Park Drive =	\$ 390,000
10. Central Parkway =	\$ 125,000
11. Police Parking Lot =	<u>\$ 150,000</u>

Total = \$1,975,000

Engineering fees to prepare the bid documents for the 2022 Road Program will be \$49,500 and the Construction Administration/Inspection of this work is estimated at \$60,000 (depending on the progress of the contractor).

Therefore, the total 2022 Road Program will be \$2,084,500.

We also have in the 2022 budget, money for patching of either concrete streets or asphalt streets. However, we are waiting for the County Engineer to notify us concerning the grant monies we applied for. Once we know about the grants, we will finalize the program.



Interoffice Memo

Date: 1/13/2022

To: Justin Berns, Mayor

From: Derek Schroeder, Community Services Director

RE: Patterson Pools

Attached is a quote from Patterson Pools for the purchase of Accu-Tab Chlorine tablets for our Aquatic Center. We will be purchasing 108 pails of tablets at one time. Cost per pail will be \$161, or \$17,388. Any additional orders placed in the summer, if needed, will be billed at the same rate. We will request to have an additional 108 pails added to the Purchase Order at the same rate of \$17,388.

Axiall Corporation, manufacturer of our Accu-Tabs chlorine feeder systems and producer of the only sanctioned tablet (Accu-Tab Blue SI) to be used in their feeder, has provided us a letter informing the City that Patterson Pools is the only provider in our area authorized to provide us with their product. Additional documentation supporting the exclusive use of the Accu-Tabs is also attached.

I would like to request that bidding be waived on this product and that the attached quote be forwarded to Council for approval.

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE POOL CHEMICALS FROM PATTERSON POOLS, LLC THROUGH THE END OF THE 2022 SEASON FOR THE CITY OF BEACHWOOD, OHIO FAMILY AQUATIC CENTER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Community Services Director advises that Patterson Pools, LLC is the sole authorized Accu-Tab Blue SI distributor in Cuyahoga County; and

WHEREAS, Patterson Pools, LLC has submitted a quotation for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center, in an estimated amount of Thirty-Four Thousand Seven Hundred Seventy-Six Dollars and No/Cents (\$34,776.00).

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 Community Services Director, the Mayor is hereby authorized to issue a purchase order to Patterson Pools, LLC for pool supplies/chemicals for use at the Beachwood, Ohio Family Aquatic Center in an estimated amount of thirty-Four Thousand Seven Hundred Seventy-Six Dollars and No/Cents (\$34,776.00) as set forth 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 preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that these pool supplies/chemicals may be ordered and available for the season; 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 22nd day of February, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 23rd day of February, 2022.

Clerk

Approval: I have approved this legislation this 23rd day of February, 2022, and filed it with the Clerk.

Mayor



PATTERSON POOLS LLC

THE NATION'S FINEST STAINLESS STEEL SWIMMING POOLS AND EQUIPMENT

8155 Memorial Drive
Plain City, Ohio 43064
www.pattersonpools.com
614-876-2628
800-876-0484
FAX 614-876-2495

QUOTE

105

TO CITY OF BEACHWOOD
23355 MERCHANTILE RD.
Beachwood, OH 44122

QUOTE DATE	VALID THRU	FOR	PAGE
1/12/2022	4/20/2022	ACCUTAB	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
W8000330	216	ACCUTAB BLUE SI, 60 LB PAIL	161.00	34,776.00*

* means item is non-taxable

Accepted By _____ Date _____

TOTAL AMOUNT 34,776.00

Submitted By _____ Date _____



**Westlake
Chemical**

Westlake Chemical
2801 Post Oak Blvd. Suite 600 Houston, Texas 77056

Andrew Whiteaker
Midwest Sales Representative
awhiteaker@Westlake.com
319-270-0929

January 29, 2021

Derek Schroeder
City of Beachwood
2700 Richmond Rd.
Beachwood, OH 44122

Dear Mr. Schroeder,

Thank you for being an Accu-Tab customer! As you know, the distribution of the Accu-Tab product is reserved for authorized Specialists with an assigned territory. This letter serves as documentation regarding Axiall's (a Westlake Company) distribution network for Accu-Tab equipment and chemicals in the Northern Ohio market.

Patterson Pools continues to be Axiall's sole supplier Commercial Pool Specialist for both the Accu-Tab Equipment and Accu-Tab Blue SI tablets in Northern Ohio. As an Axiall Specialist, Patterson Pools has been approved and trained by Axiall Corporation to sell and service our products.

All inquiries and ordering can be made through Patterson Pools located in Columbus, OH. Kathy Patterson is the main contact at Patterson Pools and can be reached at 614-876-2628 or kpatterson@pattersonpools.com.

I appreciate your continued interest in the Accu-Tab chlorination systems, and if you have any questions please do not hesitate to contact me at (319) 210-5816 or awhiteaker@westlake.com

Sincerely,

Andrew Whiteaker



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, February 12, 2020** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/Pool/Lists.asp?Company=36490&Standard=050&>

NSF/ANSI 50 Equipment for Swimming Pools, Spas, Hot Tubs and Other Recreational Water Facilities

AXIALL Corporation

(<http://www.accu-tab.com>)

11 Stanwix Street
Pittsburgh, PA 15222
United States
800-245-2974
412-515-8098
Visit this company's website (<http://www.accu-tab.com>)

Facility : Burgettstown, PA

Flow Through Chemical Feeding Equipment

Accu-Tab™ Chlorinators[1]

3008C[2]	3012[2]	3075[3]
3150[4]	3500[5]	VersaChlor LF-12[6]

- [1] Follow manufacturer's instructions for the installation and operation of this equipment. Any modifications, including the use of chemicals other than those recommended by the manufacturer, will void the NSF Certification. NSF Listed Accu-Tab™ Chlorinators are Certified for use with Accu-Tab™ tablets only.
- [2] Certified for Pools and Spas. Maximum output rate is 24.28 lbs/day (1.01 lbs/hour) available chlorine.
- [3] Certified for Pool use only. Maximum output rate is 244.8 lbs/day (10.2 lbs/hour) available chlorine.
- [4] Beginning serial number for NSF Listed units of model 3150 ends in -0107. Certified for Pool use only. Maximum output rate is 528 lbs/day (22 lbs/hour) available chlorine.
- [5] Certified for Pool use only. Maximum output rate is 873.6 lbs/day (36.4 lbs/hour) available chlorine.

- [6] Certified for Pools and Spas. Maximum output rate at pool temperature is 2.88/lbs per day available chlorine. Maximum output rate at spa temperature is 4.56/lbs per day available chlorine.

Acid-Rite® Feeders[7]

Acid-Rite® AR 2500

- [7] Certified for Pools and Spas. Maximum output rate at pool temperature is 900 lbs/day available sulfate. Maximum output rate at spa temperature is 1200 lbs/day available sulfate. Certified with the Acid-Rite® sodium bisulfate tablets only.

PML Chlorinators

PML 5000[8]

PML80[9]

- [8] Certified for Pool use only. Maximum output rate is 396 lbs/day. NSF Listed PML5000 Chlorinators are Certified with PML Calcium Hypochlorite tablets only.
- [9] Certified for Pools and Spas. Maximum output rate at pool temperature is .55 lbs/hour available chlorine. Maximum output rate at spa temperature is .56 lbs/hour available chlorine. Certified with PML Calcium Hypochlorite tablets only.

Facility : Rock Hill, SC

Flow Through Chemical Feeding Equipment

Accu-Tab® PowerBase™ Systems[1]

1030[2]

3012AT[3]

3070AT[4]

3140AT[5]

Accu-Tab® Series 100[6]

PML 1500[7]

PML 1500PR[7]

PML 300[8]

PML300PR[8]

VersaChlor I(a)[9]

VersaChlor III[10]

- [1] Follow manufacturer's instructions for the installation and operation of this equipment. Any modifications, including the use of chemicals other than those recommended by the manufacturer, will void the NSF Certification.
- [2] Certified for Pools and Spas. The maximum delivery for pools is 2.8 lbs./hour chlorine with a maximum flow of 8 GPM through the chlorinator. The maximum delivery rate for spas is 3.51 lbs./hour chlorine with a maximum flow of 8 GPM through the chlorinator. This Accu-Tab power base system is Certified with Accu-Tab® Blue or Accu-Tab® Blue SI calcium hypochlorite tablets only.
- [3] Certified for Pools and Spas. Maximum output rate is 24.28 lbs/day (1.01 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.
- [4] Certified for Pool use only. Maximum output rate is 244.8 lbs/day (10.2 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.

- [5] Certified for Pool use only. Maximum output rate is 528 lbs/day (22 lbs/hour) available chlorine. NSF Listed Accu-Tab® Chlorinators are Certified for use with Accu-Tab® tablets only.
- [6] Certified for Pools and Spas. The maximum delivery is 0.8 lbs./hour chlorine (pool) and 1.4 lbs./hour chlorine (spa) with a maximum flow of 5 GPM through the chlorinator. Listed Accu-Tab Chlorinators are certified with Accu-Tab® Blue or Blue SI calcium hypochlorite tablets must be only.
- [7] Certified for Pools. Maximum output rate at Pool temperature is 27 lbs/hr available chlorine. NSF Listed PML 1500 Chlorinators are Certified for use with PML™ calcium hypochlorite tablets only.
- [8] Certified for Pools and Spas. Maximum output rate at Pool temperature is 2.78 lbs/hr available chlorine. Maximum output rate at Spas temperature is 3.52 lbs/hr available chlorine. NSF Listed PML 300 Chlorinators are Certified for use with PML™ calcium hypochlorite tablets only.
- [9] Certified for Pools and Spas. Maximum output rate is at pool temperature is 36 lbs/day available chlorine. Maximum output rate is at spa temperature is 35.2 lbs/day available chlorine. NSF Listed VersaChlor™ Chlorinators are Certified with PPG VersaChlor™ Easy Feed 1.2-inch cube tablets only.
- [10] Certified for Pools only. Maximum output rate is at pool temperature is 6.4 lbs/hour available chlorine. NSF Listed VersaChlor Chlorinators are Certified with VersaChlor Systems Chlorinating Tablets calcium hypochlorite only.

Acid-Rite® Feeders

Acid-Rite® 450[11]

Acid-Rite® 600[11]

- [11] Certified for Pools and Spas. Maximum output rate at pool temperature is 14.5 lbs/hr available sulfate. Maximum output rate at spa temperature is 10 lbs/hr available sulfate. Certified with Acid-Rite® Sodium Bisulfate Tablets only

PML Chlorinators

PML80 PR

Number of matching Manufacturers is 1

Number of matching Products is 23

Processing time was 0 seconds



Interoffice Memo

Date: January 13, 2022

To: Justin Berns, Mayor

From: Derek Schroeder, Community Services Director

RE: M&G Pools Summer 2022 Estimates

I am requesting to continue to utilize the services of M & G Pools, LLC for the BFAC's spring prep, daily maintenance, winterization, and service calls for 2022.

This will be our eighth year using their services and they have been extremely responsive and professional, while keeping our facility operating in top performance during the pool season. Quite honestly, their services are invaluable. They know every square inch of the pool and all the ins and outs of the pumps, mechanics, etc.

1. Commercial Pool Opening - \$7,752.50 plus chemicals and parts
2. Daily Maintenance - \$137.27/hour
3. Commercial Pool Closing - \$7,752.50 plus chemicals and parts
4. Any additional work during outside of the scope of #1-3 would be billed at \$115/hr

This pricing reflects an approximate 10% increase over last year's pricing.

INTRODUCED BY:

ORDINANCE NO. 2022-35

AN ORDINANCE ACCEPTING A QUOTATION FROM M & G POOLS, LLC FOR THE SPRING PREPARATION, DAILY MAINTENANCE, AND WINTERIZATION OF THE BEACHWOOD FAMILY AQUATIC CENTER FOR 2022; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City received a quotation from M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center; and

WHEREAS, based upon the recommendation of the Community Services Director, the proposal of M & G Pools, LLC for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for 2022 as follows:

1. The opening and seasonal preparation of the Beachwood Family Aquatic Center in an estimated amount of Seven Thousand Seven Hundred Fifty-Two Dollars and Fifty Cents (\$7,752.50), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
2. The daily maintenance of the Beachwood Family Aquatic Center at an hourly rate of One Hundred Thirty-Seven Dollars and Twenty Seven Cents (\$132.27) per stop (minimum of 110 stops or daily visits), plus materials and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
3. The commercial pool closing and winterization of the Beachwood Family Aquatic Center in an estimated amount of Seven Thousand Seven Hundred Fifty-Two Dollars and Fifty Cents (\$7,752.50), plus chemicals and parts. M & G Pools, LLC will guarantee this estimate within 10% under normal circumstances; and
4. Any additional work during the opening or winterization not included in the original scope of work will be performed at an hourly rate of One Hundred Fifteen Dollars and No Cents (\$115.00) per hour plus, chemicals and parts.

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 Community Services Director, the Mayor is hereby authorized and directed to accept the proposal of M & G Pools, LLC as is set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein for the preparation, daily maintenance, and winterization of the Beachwood Family Aquatic Center for the 2022 season.

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 which is immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason of the need for the preparation and maintenance of the Beachwood Family Aquatic Center prior to the start of the summer swimming season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2022-35

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 22nd day of February, 2022, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 23rd day of February, 2022.

Clerk

Approval: I have approved this legislation this 23rd day of February, 2022, and filed it with the Clerk.

Mayor

M & G Pools, LLC
 9901 Ravenna Rd
 Twinsburg, OH 44087-1716 US
 (330) 998-1610
 mandgpools@gmail.com

Exhibit A Estimate

ADDRESS
 City of Beachwood
 25325 Fairmount Boulevard
 Ohio
 Beachwood, OH 44122

SHIP TO
 City of Beachwood
 City of Beachwood
 Pete Conces
 25325 Fairmount Boulevard
 Beachwood, OH 44122

ESTIMATE #	DATE
2979	01/10/2022

ACTIVITY	QTY	RATE	AMOUNT
Daily Maintenance Daily Maintenance(Price is per stop) -Check and balance water chemistry in all bodies of water -Check equipment for proper operation -Backwash filters as needed -Remove dirty pump baskets and replace with clean baskets(facility responsible for cleaning baskets) -Check and clean chemical injectors as needed -Refill chemical feeders/switch acid drums as necessary -Check chemical inventory and inform facility of needed restocking -Perform minor repairs to equipment(under 1/4hr per stop included in visit price) -Notify facility of necessary repairs and cost	1	137.27	137.27
Disclaimer This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price. Client Signature of Acceptance _____ Date of Acceptance _____	1	0.00	0.00

TOTAL	\$137.27
-------	-----------------

Accepted By

Accepted Date

M & G Pools, LLC
 9901 Ravenna Rd
 Twinsburg, OH 44087-1716 US
 (330) 998-1610
 mandgpools@gmail.com

Exhibit A Estimate

ADDRESS
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 25325 Fairmount Boulevard
 Ohio
 Beachwood, OH 44122

SHIP TO
 City of Beachwood
 City of Beachwood
 Pete Conces
 25325 Fairmount Boulevard
 Beachwood, OH 44122

ESTIMATE #	DATE
2980	01/10/2022

ACTIVITY	QTY	RATE	AMOUNT
Commercial Pool Closing Commercial Pool Closing -Winterize all plumbing lines and equipment -Winterize all water features (Scope of work does not include winterizing any outdoor water spigots, and/or locker rooms, restrooms, cabanas. Facility will provide commercial tow behind air compressor and hoses for M & G Pools to utilize during winterization)	1	7,752.50	7,752.50
Disclaimer This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.	1	0.00	0.00
Client Signature of Acceptance_____			
Date of Acceptance_____			

TOTAL **\$7,752.50**

Accepted By

Accepted Date

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 9901 Ravenna Rd
 Twinsburg, OH 44087-1716 US
 (330) 998-1610
 mandgpools@gmail.com

Exhibit A Estimate

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 Beachwood, OH 44122

SHIP TO

City of Beachwood
 City of Beachwood
 Pete Conces
 25325 Fairmount Boulevard
 Beachwood, OH 44122

ESTIMATE

2981

DATE

01/10/2022

ACTIVITY

QTY

RATE

AMOUNT

Commercial Pool Opening

Commercial Pool Opening
 -Drain and clean main pool
 -Drain and clean wading pool
 -Remove winterizing plugs and reinstall all baskets, returns, and main drain covers in all pools
 -Reassemble all pool equipment, including play features and spray ground
 -Start systems and check for proper operation
 -Initial balancing of water chemistry

1

7,752.50

7,752.50

Disclaimer

This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price.

1

0.00

0.00

Client Signature of Acceptance_____

Date of Acceptance_____

TOTAL

\$7,752.50

Accepted By

Accepted Date

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 9901 Ravenna Rd
 Twinsburg, OH 44087-1716 US
 (330) 998-1610
 mandgpools@gmail.com

Exhibit A Estimate

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 25325 Fairmount Boulevard
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 Pete Conces
 25325 Fairmount Boulevard
 Beachwood, OH 44122

ESTIMATE #	DATE
2983	01/12/2022

ACTIVITY	QTY	RATE	AMOUNT
Service Call Service Call/hr -Minimum 1 hour charge, broken down into 15 minute increments after 1st hour -Time is charged only when on property, no travel time or trip charges -Rate is valid for as long as client is a regular maintenance service client -12 hour guaranteed response time for emergency calls as long as client is a regular maintenance service client and account is current	1	115.00	115.00
Disclaimer This estimate is based on similar jobs under similar circumstances. M & G Pools will guarantee this estimate within 10% under normal conditions. Should any unforeseen issues arise, client will be notified and additional charges approved prior to any additional work being performed. Chemicals and parts necessary for the completion of the above quoted work are not included in the listed price and will be billed out in addition to the quoted price. Client Signature of Acceptance _____ Date of Acceptance _____	1	0.00	0.00
TOTAL			\$115.00

Accepted By

Accepted Date

INTRODUCED BY:

AMENDED ORDINANCE NO. 2022-22

AN ORDINANCE AMENDING BCO CHAPTER 1111, SECTION 1111.02, SUBSECTION (L) TITLED "CLASSIFICATION OF USES" OF THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, Penske on behalf of Porsche has requested an amendment to BCO Chapter 1111, Section 1111.02, subsection (L) Classification of Uses; and

WHEREAS, it is Council's desire to refer said requested amendment to its Planning and Zoning Commission for study and a report and recommendation in accordance with BCO 1107.01.

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 of the City of Beachwood, having received, on or about December 30, 2021, a request for an amendment to the City's Planning and Zoning Code, a copy of which is attached hereto and incorporated herein as Exhibit "A", placed this issue and said proposed amendment on first reading, and referred the proposed amendment to the Planning and Zoning Commission for its report and recommendation.

The Proposed Amendment was recommended for approval by the Planning and Zoning Commission Meeting at its January 27, 2022 meeting.

Upon Council's receipt of the recommendation of the Planning and Zoning Commission, the issue of the within zoning amendment shall be set for a Public Hearing on the ___ day of ___, 2022 at Beachwood City Hall, Council Chambers, and shall be read by Council on three separate occasions.

Section 2: The Clerk of Council is directed to advertise this hearing in a newspaper of general circulation in the City for a period of not less than thirty (30) days prior to the Public Hearing, setting forth the substance of the proposed amendment.

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.

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 ___ day of ___, 2022 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of ___, 2022.

Clerk

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

Mayor

AMEND SECTION 1111.02(L) TO READ AS FOLLOWS:

1111.02 CLASSIFICATION OF USES.

(l) Class U-9 Uses.

- (1) Gasoline service station limited to sites with frontage on Chagrin Boulevard only.
- (2) Motels and hotels.
- (3) Restaurants; Restaurants may be permitted outdoor dining areas and/or curbside pickup provided that they first obtain a Site Development Plan approval The number of outdoor seats and/or spaces dedicated for curbside pickup shall be as authorized on the approved Site Development Plan.
- (4) Automobile agencies limited to sites with frontage on Chagrin Boulevard, Central Parkway, and Orange Place only.
- (5) Banks.
- (6) Office buildings.
- (7) Child Day Care Centers pursuant to Section 1155.02.
- (8) Adult Day Care Centers pursuant to Section 1155.03.
- (9) Licensed health care facilities with a Conditional Use Permit.