

Beachwood City Council Meeting Agenda
Monday, May 18, 2020, 7:00 PM

*Please note, this meeting will be held by video conference via Zoom and
livestreamed on the City of Beachwood website at www.beachwoodohio.com and can be viewed on Spectrum Channel 1020
and AT&T U-Verse Channel 99.*

*This City Council Meeting has been duly noticed and is being held in accordance
with Ohio Revised Code Section 121.22 specific to recent Amendments made in light of the
current COVID-19 declared emergency.*

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)

**Please submit any public comments to Clerk of Council Whitney Crook at
whitney.crook@beachwoodohio.com prior to 5:00 PM on Monday, May 18, 2020.**

4. Approval of Minutes
Approval of the Minutes of the Regular City Council Meeting held on May 4, 2020
Approval of the Minutes of the Committee of the Whole Meeting held on April 6, 2020
Approval of the Minutes of the Planning and Zoning Committee Meeting held on April 20, 2020
Approval of the Minutes of the Committee of the Whole Meeting held on April 20, 2020
Approval of the Minutes of the Finance and Insurance Committee Meeting held on May 4, 2020
5. Committee of the Whole
Ordinance No. 2020-65 An Ordinance accepting a quotation from KMK Promotional Sales, LLC for the purchase of facemasks for Residents and Employees of the City of Beachwood, Ohio; and declaring this to be an urgent measure
6. Committee of the Whole
Ordinance No. 2020-66 An Ordinance authorizing the Mayor to enter into an Agreement with MCCi. LLC for the purchase, implementation, and deployment of the JustFOIA Public Records Portal; and declaring this to be an urgent measure

7. Finance & Insurance Committee
Ordinance No. 2020-67 An Ordinance authorizing and directing the payment of Certain Claims (Bills) for Professional and Other Services; and declaring this to be an urgent measure
8. Finance & Insurance Committee
Ordinance No. 2020-68 An Ordinance to obtain funding from the State of Ohio pursuant to SB 310; and declaring this to be an urgent measure
9. Legal & Personnel Committee
Ordinance No. 2020-69 An Ordinance confirming the Appointment of Dale Steppenbacker, Building Inspector/Special Police Officer for the City of Beachwood, Ohio; and declaring this to be an urgent measure
Oath of Office Administered by Mayor Horwitz to Dale Steppenbacker
10. Legal & Personnel Committee
Ordinance No. 2020-70 An Ordinance assigning the Lease Agreement with M4/Motors Inc., DBA Buick GMC to Crestmont Buick GMC, LLC; and declaring this to be an urgent measure
11. Legal & Personnel Committee
Ordinance No. 2020-71 An Ordinance authorizing the Mayor to enter into an Amended Lease Agreement with Crestmont Buick GMC, LLC; and declaring this to be an urgent measure
12. Planning & Zoning Committee
Ordinance No. 2020-72 An Ordinance Amending Various Sections of the City of Beachwood, Ohio Building Code
13. Planning & Zoning Committee
Ordinance No. 2020-73 An Ordinance rezoning PPN# 742-16-022 from U-5 to U4-A and PPN# 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A
14. Planning & Zoning Committee
Ordinance No. 2020-37 An Ordinance amending BCO Chapter 1124, Section 1124.10, titled "Rezoning" of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading and Referred to Planning and Zoning Commission: March 2, 2020
Place on Second Reading: May 18, 2020
15. Public Works Committee
Ordinance No. 2020-74 An Ordinance authorizing the City of Beachwood to participate in a Consortium to invite bids for Solid Waste Transfer and Disposal Services; and declaring this to be an urgent measure

16. Public Works Committee
 Ordinance No. 2020-75 An Ordinance authorizing the City of Beachwood to participate in a Consortium to invite bids for Recycling Processing Services; and declaring this to be an urgent measure

17. Public Works Committee
 Ordinance No. 2020-76 An Ordinance authorizing the Mayor to enter into a Community Cost Share Agreement with the Northeast Ohio Regional Sewer District ("NEORS") for a District Approved Community Cost Share Project; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

**BEACHWOOD CITY COUNCIL MINUTES OF THE REGULAR COUNCIL MEETING
HELD ON MONDAY, MAY 4, 2020 AT 7:00 P.M.**

*This meeting was held by Video Conferencing Via Zoom and livestreamed on the
City of Beachwood website.*

*This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to
recent Amendments made in light of the current COVID-19 declared emergency.*

The meeting was called to order at 7:01 P.M. by Council President James Pasch.

ROLL CALL:	Present:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
	Absent:	None
	Also Present:	Mayor M. S. Horwitz, C. Arrietta, D. Calta, K. Carmen, W. Griswold, G. Haba, L. Heiser, S. Holtzman, T. Turick

MAYOR’S REPORTS

Mayor Horwitz spoke about the opening of businesses.

Mayor Horwitz also spoke about the City of Beachwood closing their Summer Camps. The Mayor also stated that Shred Day and the Summer Band Concerts at the Pool have been cancelled.

Mayor Horwitz stated that Barkwood and the Tennis Courts are up for consideration to open and hope to have news shortly. Mayor Horwitz also stated that the playground at the Pool is also currently closed.

Mayor Horwitz also spoke about the importance of wearing masks or face coverings.

Mayor Horwitz announced that he will be gathering a group of Business Advisors. This will be a Mayor’s Committee of Advisors on restarting Beachwood.

COUNCIL MEMBERS (NON-AGENDA ITEMS)

Mr. Berns wanted to those who put the sing on Harvard thanking the Ahuja Healthcare workers.

Ms. Taylor spoke about the upcoming Beachwood 100 “Flags for First Responders” Program.

Mr. Pasch asked the Mayor if a decision had been made on the opening the pool and would like to know if there is a timeline for that decision.

Mayor Horwitz stated that no decision had been made yet.

Mr. Synenberg mentioned the upcoming Parade to honor the 2020 Beachwood High School Seniors.

DEPARTMENT DIRECTOR REPORTS

Chief Holtzman stated that the 910th Airwing out of Youngstown sent a flyover to Ahuja to show appreciation for Healthcare Workers. Beachwood and Pepper Pike sent safety forces as well to show our appreciation.

CITIZEN'S REMARKS

None.

APPROVAL OF MINUTES

Approval of the Minutes of the Regular Council Meeting held on April 20, 2020.

Moved by J. Pasch, seconded by A. Isaacson, that the Minutes of the Regular Council Meeting held on April 20, 2020 be approved.

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

Approval of the Minutes of the Economic Development Committee Meeting held on March 2, 2020.

Moved by A. Isaacson, seconded by J. Taylor, that the Minutes of the Public Works Committee Meeting held on February 26, 2020 be approved.

ROLL CALL	Yes:	A. Isaacson, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

Approval of the Minutes of the Safety and Public Health Committee Meeting held on March 2, 2020.

Moved by J. Pasch, seconded by J. Berns, that the Minutes of the Public Works Committee Meeting held on February 26, 2020 be approved.

ROLL CALL	Yes:	J. Berns, J. Pasch, E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.
		MOTION ADOPTED

APPROVAL OF MINUTES (CONTINUED)

Approval of the Minutes of the Committee of the Whole Meeting held on March 16, 2020.

Moved by J. Pasch, seconded by J. Taylor, that the Minutes of the Committee of the Whole Meeting held on March 16, 2020 be approved.

ROLL CALL	Yes:	J. Berns, M. Burkons, A. Isaacson, J. Pasch E. Synenberg, J. Taylor
	No:	None.
	Abstain:	None.
	Not Voting:	None.

MOTION ADOPTED

Approval of the Minutes of the Economic Development Committee Meeting held on April 6, 2020.

Moved by J. Pasch, seconded by J. Taylor, that the Minutes of the Public Works Committee Meeting held on April 6, 2020 be approved.

ROLL CALL	Yes:	A. Isaacson, J. Pasch, 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. Pasch, that Ordinance No. 2020-60 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by E. Synenberg, seconded by J. Pasch, that Ordinance No. 2020-60 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

LEGAL AND PERSONNEL COMMITTEE

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

Moved by B. B. Janovitz, seconded by E. Synenberg, that Ordinance No. 2020-61 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by B. B. Janovitz, seconded by E. Synenberg, that Ordinance No. 2020-61 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

PUBLIC WORKS COMMITTEE

1. An Ordinance authorizing the Mayor to accept a Proposal from Glaus, Pyle, Schomer, Burns and DeHaven, Inc. DBA GPD Group to provide a Storm Water Sewer Alternatives Analysis for various properties located north of Fairmount Boulevard in the City of Beachwood, Ohio; and declaring this to be an urgent measure

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2020-62 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by A. Isaacson, seconded by J. Pasch, that Ordinance No. 2020-62 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

SAFETY AND PUBLIC HEALTH COMMITTEE

1. An Ordinance authorizing the Mayor to accept a Proposal from Glaus, Pyle, Schomer, Burns, and DeHaven, Inc., DBA GPD Group to provide Design Engineering Services for a Traffic Signal System Upgrade for twelve (12) signalized intersections in the City of Beachwood, Ohio; and declaring this to be an urgent measure

Mr. Burkons expressed concerns about this item and after a brief discussion, a Motion was made to Table this item.

Moved by M. Burkons, seconded by E. Synenberg to table Ordinance No. 2020-63.

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

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2020-63 be placed on final reading.

ROLL CALL	Yes:	J. Berns, A. Isaacson, B. B. Janovitz, J. Pasch, J. Taylor
	No:	M. Burkons, E. Synenberg
	Abstain:	None.
	Not Voting:	None.
MOTION ADOPTED-RULES SUSPENDED		

Moved by J. Berns, seconded by B. B. Janovitz, that Ordinance No. 2020-63 be adopted.

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

SAFETY AND PUBLIC HEALTH COMMITTEE (CONTINUED)

2. An Ordinance authorizing the Mayor to accept a quotation from Watchguard, Inc. dba Watchguard Video to provide Hardware Warranty, Evidence Library, and DVR Software Maintenance for Body Cameras and Dash Cameras used by the City of Beachwood, Ohio Police Department; and declaring this to be an urgent measure

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2020-64 be placed on final reading.

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

MOTION ADOPTED-RULES SUSPENDED

Moved by J. Taylor, seconded by J. Berns, that Ordinance No. 2020-64 be adopted.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz, J. Pasch, 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. Taylor, seconded by A. Isaacson, to adjourn the Regular Council Meeting at 7:59 P.M. to the next regularly scheduled Council Meeting.

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

Approved:

Clerk

Mayor

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

**BEACHWOOD CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
MONDAY, APRIL 6, 2020 AT 6:00 P.M.**

This Committee of the Whole meeting was held by Video Conferencing Via Zoom and livestreamed on the City of Beachwood website.

This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to recent Amendments made in light of the current COVID-19 declared emergency.

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

ROLL CALL:	Present	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz J. Pasch, E. Synenberg J. Taylor
	Absent:	None
	Also Present:	Mayor M.S. Horwitz, C. Arrietta, D. A. Calta, K. Carmen, L. Heiser, S. Holtzman, T. Turick, J. Ciuni

1. Mayor's Report

Mayor Horwitz thanked the Police and Fire Department for all of their work as First Responders and spoke about the Autism awareness shirts that are being worn by the City of Beachwood Fire Department.

Mayor Horwitz also spoke about setting up Office Hours on the telephone where citizens can call in with questions and suggestions regarding the COVID-19 crisis and the City's response.

Mayor Horwitz also thanked the ten (10) Chinese families that have provided about two thousand masks (2000) for distribution in the City. The names of those families and individuals are attached hereto for the official record. Mayor Horwitz also provided the number to call in the event residents need a mask for their families or themselves.

2. Discussion regarding the City of Beachwood's continued response to the Coronavirus

Mayor Horwitz discussed the state of the City and discussed the closed and opened services being offered at City Hall and discussed the cancellation of Shred Day.

Mayor Horwitz stated that Community Services has been repurposed to provide services to Seniors in the City including checking in and grocery pick up and drop off. Community Services is also available for prescription pick up.

Mayor Horwitz also discussed the importance of Social Distancing in the City's parks.

Mayor Horwitz also cautioned residents about scams and people taking advantage during times of emergency.

Mr. Isaacson stated that he noticed the six (6) foot markers in the Park and stated he felt that was a great idea.

Mr. Berns suggested adding some signs when you exit Pepper Pike and come into the City of Beachwood park underneath I-271 Westbound.

Ms. Taylor asked if the Mayor has been in touch with Mall ownership.

Mayor Horwitz stated he has spoken to Mall management and stated that the ownership is still evaluating the response to the stores and restaurants.

Mr. Pasch then updated City Council on items from our previous meeting regarding the City's response.

Mr. Pasch stated that a joint letter was sent out to Shaker Municipal Court regarding evictions. Judge Montgomery let Mr. Pasch know that each eviction would be reviewed on a case by case basis.

Mr. Pasch thanked the Administration and Community Services for their response in regards to caring for the City of Beachwood Seniors.

Mr. Pasch then discussed the potential of a relief package and what that might look like and stated that there are many ways to approach this.

Mr. Pasch stated that once we have a better idea of revenue, he would like to schedule another meeting to further discuss the City finance and the potential of a relief package.

Mr. Pasch asked if there were any further questions?

Mr. Isaacson asked if the City is working on outreach to the businesses regarding what is offered to help them during this time.

Ms. Taylor stated that there will be an upcoming Town Hall Meeting to discuss relief services offered to businesses.

Mr. Isaacson stated it was important to pay attention to businesses in the City regarding those relief services and offer help to the fullest extent possible.

Mayor Horwitz added that Ms. Zipay has forwarded summaries and legislation to the City's business contacts to help keep them apprised of all services being offered to them.

Mayor Horwitz again stressed the importance of Social Distancing and asked citizens not to congregate anywhere including others homes during the upcoming holidays.

3. Discussion regarding recent flooding and sewers in the City of Beachwood, Ohio

Mr. Pasch introduced this item and gave background on the flooding that happened in certain areas of the City of Beachwood.

Mr. Arrietta asked the Clerk to pull up a diagram regarding Residential Sewer Systems. That diagram is attached hereto for the official record. Mr. Arrietta then described the diagram.

Mr. Arrietta stated that there was over three (3) inches of rain that weekend. The ground was already saturated which caused some capacity issues.

Mr. Arrietta stated that there have been 128 reports of backups and the Public Works Department has conducted 122 investigations. Mr. Arrietta stated that approximately 99 of those investigations have been reviewed and 65 of those investigations showed no obstruction in the lateral lines which means there were no tree roots or collapsed lines. 22 of those investigations showed that there were obstructions on the residential side. 3 backups occurred on the City side of the lateral line and 3 backups had obstruction on both sides. 6 of the reports could not be investigated due to being unable to locate the tees. The County was contacted regarding those homes.

Mr. Arrietta also discussed how these flooding incidents occurred and stated that he has met with Mr. Ciuni to map where the flooding happened.

Mr. Arrietta stated that he and Mr. Ciuni will be reviewing a preliminary report from NEORSD and will be bringing that information and recommendations for improvement to the Mayor and Council soon.

Members of Council then discussed potential funding and budgeting for these improvements.

Mr. Pasch then discussed potential next steps regarding this issue and asked if there was a timeline to continue discussions with City Council.

Mayor Horwitz stated he can make this a priority and get started right away.

Mr. Pasch asked if there were any further questions and there were none.

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

Ms. Taylor asked if the City's Safety Forces have all the PPE items they need.

Mayor Horwitz stated they have what they need and are comfortable with their inventory.

Adjournment

Moved by J. Taylor, seconded by E. Synenberg, at 7:25 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

Yes:	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz J. Pasch, E. Synenberg J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

**BEACHWOOD CITY COUNCIL PLANNING AND ZONING COMMITTEE MEETING
MONDAY, APRIL 20, 2020, AT 6:00 P.M.**

This Planning and Zoning Committee meeting was held by Video Conferencing Via Zoom and livestreamed on the City of Beachwood website.

This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to recent Amendments made in light of the current COVID-19 declared emergency.

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

ROLL CALL:	Present	J. Berns, A. Isaacson
	Absent:	J. Taylor
	Also Present:	Mayor M.S. Horwitz, M. Burkons B. B. Janovitz, J. Pasch, D. A. Calta, W. Griswold, T. Turick, G. Smerigan

1. Mayor's Report

None.

2. Discussion regarding Building Code Revisions

Mr. Isaacson introduced this item and stated that he would like to briefly discuss the flooding that has occurred throughout the City.

Mr. Isaacson stated that the flooding is largely caused by lack of capacity and stated he would like to discuss how the Building Code can be used to mitigate any problems in the future regarding flooding.

Mr. Smerigan stated that there are already a few things in the Building Code to help with reducing the chances of flooding.

Mr. Smerigan and Mr. Griswold discussed the cause of the flooding and offered a few suggestions to improve the flooding.

The Committee previously reviewed the proposed changes through page 62. This discussion continued on page 63.

Mr. Isaacson went through the remaining proposed changes. The proposed amendments are attached hereto for the official record.

Mr. Isaacson then asked if there were any further questions and there were none.

Mr. Isaacson stated that the next steps will include a review of the additional changes that were discussed tonight's meeting and will go straight to City Council on the next available agenda.

3. **Any other matters coming before the Planning and Zoning Committee**

None.

ADJOURNMENT

Moved by A. Isaacson, seconded by J. Berns, at 6:54 P.M. to adjourn the Planning and Zoning Committee Meeting to the next regularly scheduled Council Meeting.

Yes:	J. Berns, A. Isaacson
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

**BEACHWOOD CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
MONDAY, APRIL 20, 2020 IMMEDIATELY FOLLOWING THE
REGULAR COUNCIL MEETING**

This Committee of the Whole meeting was held by Video Conferencing Via Zoom and livestreamed on the City of Beachwood website.

This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific to recent Amendments made in light of the current COVID-19 declared emergency.

The meeting was called to order at 7:51 P.M. by Council President James Pasch.

ROLL CALL:	Present	J. Berns, M. Burkons, A. Isaacson, B. B. Janovitz J. Pasch, E. Synenberg J. Taylor
	Absent:	None
	Also Present:	Mayor M.S. Horwitz, D. A. Calta, T. Turick

1. Mayor's Report

None.

2. Discussion regarding Public Records Portal

Ms. Calta discussed the background and spoke about the Ohio Auditor of State's new STAR Rating that has been announced. Ms. Calta also discussed the current request process.

Ms. Calta also discussed the initial fees and recurring expenses regarding the implementation and utilization of a Public Records Portal.

Ms. Taylor asked for the City's that are utilizing these two systems.

Ms. Calta said she would email the list out.

Ms. Calta then presented a short video outlining the JustFOIA system.

Mr. Burkons departed the meeting at approximately 8:15 P.M.

The Committee agreed that we could move forward with implementing this Public Records Portal and asked to include this on the next available agenda.

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

None.

Adjournment

Moved by J. Berns, seconded by A. Isaacson, at 8:37 P.M. to adjourn the Committee of the Whole Meeting to the next regularly scheduled Council Meeting.

Yes:	J. Berns, A. Isaacson, B. B. Janovitz J. Pasch, E. Synenberg J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.

MOTION ADOPTED

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

**BEACHWOOD CITY COUNCIL FINANCE AND INSURANCE COMMITTEE MEETING
MONDAY, MAY 4, 2020 AT 6:00 P.M.**

*This Finance and Insurance Committee meeting was held by Video Conferencing Via Zoom
and livestreamed on the City of Beachwood website.*

*This meeting was duly notice and was held in accordance with Ohio Revised Code Section 121.22 specific
to recent Amendments made in light of the current COVID-19 declared emergency.*

The meeting was called to order at 6:03 P.M. by Chairman Eric Synenberg.

ROLL CALL:	Present	B. B. Janovitz, E. Synenberg, J. Taylor
	Absent:	None.
	Also Present:	Mayor Martin S. Horwitz, J. Berns, M. Burkons, A. Isaacson, J. Pasch, D.A. Calta, L. Heiser, T. Turick

1. Mayor's Reports.

None.

2. Discussion regarding City of Beachwood Finances in light of the current COVID-19 Emergency

Mr. Synenberg introduced this item and turned the discussion over to Mr. Heiser and Mayor Horwitz.

Mayor Horwitz discussed the down turn in revenues that City's are currently facing and will be facing in the coming months.

Mayor Horwitz discussed some of the areas where spending cuts could occur and stated that better predictions of revenue loss could take up to a month.

Mr. Heiser asked if there were any immediate questions. He stated he has amended cash flows but not the overall budget.

Mr. Heiser discussed the amended seven (7) year cash flow spreadsheet which is attached hereto for the official record.

Mr. Pasch asked if the Road Program will be put on hold and Mr. Heiser stated he would leave that up to Mayor Horwitz to decide.

Mayor Horwitz stated that he would like more data before he makes any further decisions.

Mayor Horwitz stated that before any decisions are made, the Administration will come back to Council for further discussions.

Mayor Horwitz stated he would not be making a list of priorities regarding Capital Projects in the City.

Mr. Pasch thanked the Mayor for his attention and thought towards this matter and advised caution while continuing to move forward with City issues.

Mayor Horwitz asked if Mr. Heiser wanted to discuss Worker's Compensation coverage.

Mr. Heiser discussed his desire to withdraw from the self-insured pool and would like to join the state offered "regular BWC system" in light of HB308.

Mr. Heiser stated that premiums have risen and he expects they will continue to do so.

The Committee agreed with Mr. Heiser and asked the Clerk to place on the next available Council Agenda for approval.

Mr. Synenberg asked if there were any further questions and there were none.

3. Any other matters coming before the Finance and Insurance Committee

None.

Adjournment

Moved by E. Synenberg, seconded by B. B. Janovitz, at 6:56 P.M. to adjourn the Finance and Insurance Committee to the next regularly scheduled Council Meeting.

Yes:	B. B. Janovitz, E. Synenberg, J. Taylor
No:	None.
Abstain:	None.
Not Voting:	None.
MOTION ADOPTED	

Approved:

Martin S. Horwitz, Mayor

Whitney M. Crook, Clerk of Council

Pursuant to Ordinance Number 2017-107 Council has determined that the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission shall consist of the Audio Recording of the meetings together with a written synopsis of all agenda items and votes.

AN ORDINANCE ACCEPTING A QUOTATION FROM KMK PROMOTIONAL SALES, LLC FOR THE PURCHASE OF FACEMASKS FOR RESIDENTS AND EMPLOYEES OF THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, a quotation was received by the City for the purchase of cotton face masks to be used by residents and employees of the City of Beachwood in an amount not to exceed Twenty-Four Thousand Five Hundred Dollars and No/Cents (\$24,500.00); and

WHEREAS, the Mayor has requested an additional Five Thousand Five Hundred Dollars and No/Cents (\$5,500.00) for the cost of shipping and the purchase of additional masks if needed in the future bringing the total not to exceed amount to Thirty Thousand Dollars and No/Cents (\$30,000.00); and

WHEREAS, the Mayor has recommended accepting the quotation from KMK Promotional Sales, LLC for the purchase of facemasks for the residents and employees of the City of Beachwood.

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 hereby authorized and directed to accept the quotation from KMK Promotional Sales, LLC as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein, for the purchase of facemasks to be used by residents and employees of the City of Beachwood in an amount not to exceed Twenty-Four Thousand Five Hundred Dollars and No/Cents (\$24,500.00).

Section 2: Council hereby authorizes the additional Five Thousand Five Hundred Dollars and No/Cents (\$5,500.00) for the cost of shipping and the purchase of additional masks if needed in the future bringing the total not to exceed amount to Thirty Thousand Dollars and No/Cents (\$30,000.00).

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, Codified Ordinances of the City.

Section 4: This Ordinance is hereby declared an urgent measure which is immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that these masks may be purchased and distributed for use at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall 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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020, and filed it with the Clerk.

Mayor

**SOLD TO**

City of Beachwood
Martin Horwitz
25325 Fairmount Blvd
Beachwood, OH
US, 44122

SHIP TO

City of Beachwood
Martin Horwitz
25325 Fairmount Blvd
Beachwood, OH
US, 44122

QUOTATION**#1140514-1****Date**

May/05/2020

Contact

Andrew Passalacqua

Tel : 440-247-8444

andrew@kmpromote.com

Ship Via

Our Discretion

FOB

Factory

Production Time

15 working days from artwork approval

Terms

Net 30 Days

Tax #**Customer Order #****Main Office**

KMK Promotional Sales LLC

300 Industrial Parkway, Suite E

Chagrin Falls, OH

United States, 44022

Tel : (440) 247-8444

Fax : (440) 247-8555

sales@kmpromote.com

www.kmpromoteproducts.com

QTY	DESCRIPTION	UNIT PRICE	EXTENSION
10000	Cotton Face Mask	\$2.45	\$24,500.00
Customer Instructions / Comments		Artwork	EXTRA
Standard production time is 10-15 business days after artwork approval. All orders are custom and final. No exchanges or returns can be made.		Freight	EXTRA
		Tax	EXTRA
		Total	\$24,500.00

CONDITIONS & ACCEPTANCE

DUE TO THE PROCESS OF MANUFACTURING ITEMS TO CUSTOM SPECIFICATIONS, OVERRUNS OR UNDERRUNS, OF NOT MORE THAN 10% WILL OCCUR. THESE WILL BE DEEMED ACCEPTABLE AND BILLED ON A PRO-RATA BASIS. THIS QUOTE SHALL NOT BE ACCEPTED AS AN ORDER UNTIL ACCEPTANCE THEREOF BY KMK PROMOTIONAL SALES LLC AND SUCH ACCEPTANCE MAY BE EITHER BY NOTIFICATION TO CUSTOMER OR BY OUR COMMENCEMENT OF WORK ON THE MERCHANDISE ORDERED.

YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THIS QUOTATION AND AUTHORIZES KMK PROMOTIONAL SALES LLC TO PROCEED WITH THIS ORDER. VALID FOR 30 DAYS.

NAME

SIGNATURE

DATE

INTRODUCED BY:

ORDINANCE NO. 2020-66

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MCCi, LLC FOR THE PURCHASE, IMPLEMENTATION AND DEPLOYMENT OF THE JUSTFOIA PUBLIC RECORDS PORTAL; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Ohio Auditor of State has implemented a new Star Rating system to reflect the rating of each Public Office for every audit period to measure compliance with Sunshine Laws and encourage Public Entities to be more open and transparent; and

WHEREAS, the Law Director has recommended implementing a Public Records Portal to further transparency, provide real time access to pending and prior requests, ensure compliance with best management practices regarding Public Records Request, and improve efficiency as recommended by the new Star Rating System; and

WHEREAS, the City wishes to enter into an agreement with MCCi, LLC for the purchase, implementation and deployment of the JustFOIA Public Records Portal system.

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

Section 1: Council hereby authorizes and directs the Mayor to enter into an Agreement with MCCi, LLC for the purchase, implementation and deployment of the JustFOIA Public Records Portal. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is 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 that the purchase, implementation and deployment of the Public Records Portal may occur as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020, and filed it with the Clerk.

Mayor

Prepared For:

Beachwood, OH

Presented By:

Brian Meseroll

JustFOIA

Records Request Solution

Issued: April 28, 2020





CORPORATE OFFICE

Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

Brian Meseroll
Account Executive
(850) 701-0725 ext. 1521
bmeseroll@justfoia.com

April 28, 2020

Diane Calta
Law Director
2700 Richmond Road
Beachwood, OH 44122

Dear Ms. Calta:

I enjoyed speaking with you recently regarding our **JustFOIA** Open Records Request Tracking Solution. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following features included with your JustFOIA subscription:

- **Hosted Solution:** JustFOIA is an affordable fully hosted cloud solution. The application and associated data are hosted on the Microsoft Azure Government Cloud, providing world-class security. This ensures a minimal IT impact for our clients.
- **Unlimited Users:** No matter the number of people you have as part of your process, JustFOIA allows for unlimited users at no additional charge.
- **Correspondence:** JustFOIA handles Internal emails, emails to the requestor, templates, and even discussion threads all within the application.
- **Training:** MCCI offers user training along with administrative training as part of your new JustFOIA subscription.
- **Focus Group:** Our clients are invited to participate in our ongoing JustFOIA Focus Group. A periodic meeting to review product development, solicit new ideas and share best-demonstrated practices amongst other users from around the country.
- **Enterprise Capability:** JustFOIA offers options for managing a specific department's Open Records Requests and can also be expanded to the Enterprise level.

Why invest in JustFOIA? We are confident that with the help of JustFOIA, you will experience:

- **Improved Citizen Engagement and Transparency:** The Public Portal is the perfect landing page for citizens to securely search previous requests, publicly posted content, and the status of their current request. A fully customizable online form along with automated receipt verification and communication throughout the duration of their request enhances the requester experience.
- **Improved Efficiency:** Your records request process will be more efficient than ever using our robust workflow engine that offers enhanced communication, automated notifications and reminders, fee tracking and management, request searching and reporting.
- **Mitigated Risk:** Automated request tracking, activity, and deadline management will help mitigate the risk of non-compliance.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Brian Meseroll
Account Executive

EXECUTIVE SUMMARY

Transparency in Public Records Requests has become a genuine concern for many organizations. A solution that assists your organization to stay in compliance with the Freedom of Information Act (FOIA) and State laws while being transparent to the public is essential in today's digital age.

The confidence of the public is also something to consider when thinking of a Public Records Management Solution. If the public is not provided access to specific documents that comply with the FOIA, they feel as if the organization is hiding information. By making your agency's records easily accessible, citizens will feel a sense of trust. In conjunction with the morale of the public, organizations will also see a rise in the team-spirit from their employees. When employees are given specific deadlines with a clear idea of what they need to complete, they take a sense of pride in their job, and that will radiate through the entire department.

Not only will you see employees' state of mind increase due to their work-life improvements, but the amount of money saved by avoiding fines (from delays in processing) and the increase from revenue generated by charging for specific records supports the operating budget overall. By becoming transparent in public records, your agency will immediately see three things happen: an increase in public trust, in employee morale, and in working capital. All of which can only benefit an organization's reputation long-term.

Selecting the right solution provider is equally important. The solution can be the best fit for your organization, but if you choose the wrong provider, you will be faced with unexpected challenges that result in a delayed or failed project. Your provider should be the best in the industry with in-depth expertise, resources, and a steadfast commitment to client success. Gartner, Inc. cites this as the most important decision when embarking on a transformation project. Expertise does not come overnight; it comes with time, projects, and learning best practices over a wide range of clients. Part of evaluating the provider's stability should include how long the provider has been in business, their reputation in the industry, their knowledge about your business model, and the strength and size of their team members in support and client relations.

It all started with our clients. MCCi has been a leader in content/document management and business process improvement for the government sector since 1998. In 2014, MCCi recognized the common issue of tracking and managing the growing volume of public records requests among our public-sector clients. MCCi stayed true to our client-focused culture by forming a client focus group that worked with our development team to build the JustFOIA solution. Fast forward a few years and this focus group continues to drive features and feedback based on common needs of their organizations.

MCCi has successfully deployed JustFOIA to many clients across the country. Our clients include some of the largest cities and state agencies in the country to small and mid-size municipalities, law enforcement agencies, special districts, and public education institutions. The varying type and size of our clients provides a higher ability to understand the needs of our clients.

ABOUT MCCi

MCCi provides 1,400 clients nationwide with the technology and services for automating business processes and managing electronic records and documents. MCCi is committed to leading the industry, staying abreast of technology, and innovates and evolves by focusing on the needs of our clients so that everyone – our clients and our employees — may benefit.

We pride ourselves in the fact that many of our clients' successes are widely recognized as industry-specific award winners and frequently published as leaders in their fields. Most recently, Inc. Magazine recognized MCCi as an Inc. 5000 fastest-growing private company in the United States. Additional noteworthy recognition includes Best Companies to Work, Microsoft Gold Certified Partner, and the only Laserfiche Platinum Solution Provider, to name a few.

OUR TEAM

MCCi is a leading solution provider, focusing on customer service in every aspect. As a client, you will receive access to our highly trained staff and support services, such as:

TRAINING & PROFESSIONAL SERVICES

Our highly trained professionals in the areas of implementation, process improvements, integrations, and more to help you implement a well-thought-out solution system based on your organization's needs and business processes. Before, during, and after your project, we focus on ensuring the users are trained on the solution and stay up-to-date on the features available. With each new feature release, online training is available for your team. In addition, remote and onsite training options are available, as is access to our Learning Management System (LMS) – "Training Center for JustFOIA".

TECHNICAL SUPPORT

Once your project is complete, you will have access to our technical support team for troubleshooting and for support your JustFOIA solution. Our team can be easily reached by email, phone, or our online support center.

CLIENT RELATIONS

You will have a dedicated team for account services that you can directly contact. We believe in a proactive support methodology, which begins with client education, excellent service, and communication.

- Identify any needs that could quickly be addressed by the current solution
- A resource for questions and answers, and best practices
- Annual support renewal notifications to ensure your renewal process is timely and accurate

KEY BENEFITS & FEATURES

PUBLIC PORTAL

The Public Portal is the perfect landing page to submit, track, or search for a request. This feature is customizable with your organization's logos, brand colors, and more. The centralized location is the place for securely searching previous requests, publicly posted content, and the status of their current request.

PUBLIC FORM SUBMISSION

Toss the paper forms and electronic PDFs. The request submission form is completely customizable to your agency's requirements.

DASHBOARDS

A real-time snapshot of requests and a way to quickly identify requests that need attention.

REQUESTS OVERVIEW

An overview list of new and in-progress requests with status alerts and involved departments. A simple click will dive deeper into the request.

CORRESPONDENCE

Centralize communication by using JustFOIA correspondence for inbound and outbound emails and general notes. Template or custom emails can be created. In addition, other forms of correspondence related to a request can be tracked (phone calls, letters or in-person conversations).

DISCUSSIONS

Never lose track of cross-department communication. Discussions will keep everyone in the loop and organized within the request.

ASSIGNMENT AND NOTIFICATION

When a request comes in, simply assign it to a department or user and they're immediately notified of their tasks and due dates. Departments and key personnel stay in the loop with notifications as tasks are completed or with a digest summary of the day's progress. Also available are reminders, escalations, reassignments and approvals as well as the capability to automatically send out custom emails to users and requestors. For even greater efficiency, leverage the power of automation with our robust structured workflow capabilities.

TIME & MATERIAL CALCULATIONS

Keep track of the labor, time and materials costs of fulfilling requests. JustFOIA uses popular third-party payment processors for secure transactions.

COMPREHENSIVE REPORTS

Keeping the staff in each department accountable is important for your organization to stay in compliance with the laws. JustFOIA streamlines the process and minimizes delays. Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- Correspondence
- Time and Materials
- Fees & Payment Details
- Request Data Table
- Deleted Requests
- User Activity

WORLD-CLASS SECURITY

MCCi is committed to maintaining a safe and secure platform for our clients that meets or exceeds industry best practices. JustFOIA is deployed in a physically isolated instance of the Microsoft Azure Government Cloud that employs world-class security and compliance services critical to the U.S. government. MCCi has undergone a validation of eligibility for deploying JustFOIA using best practices and has a CISSP certified person on staff, the industry's de facto security credential. Azure Government services handles data that is subject to specific government regulations and requirements, such as FedRAMP, NIST 800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. All of JustFOIA's datacenters are located within the United States.

ON-PREMISE ARCHIVING

JustFOIA provides export capabilities for archiving records request data locally or in your content services solution.

SIMPLE HARDWARE/SOFTWARE REQUIREMENTS

JustFOIA is a web-based hosted solution and therefore has no server-side hardware components. End-user access is provided through a web interface, which means no client-side software is required. We test and support the following browsers: Microsoft® Internet Explorer® version 10 or higher; Google Chrome™, most recent stable version; Mozilla® Firefox®, most recent stable version; Apple® Safari® most recent stable version.

SOFTWARE DEVELOPMENT KIT (SDK)

Our SDK was built to assist our clients with integrating with the JustFOIA platform. The SDK includes a set of RESTful API's that allow developers to interact with JustFOIA programmatically and perform a variety of functions. Access to the SDK is available only to our active clients. If software developer assistance is needed for utilizing the SDK, it would be at an additional cost.

JUSTFOIA ADD-ONS

REDACTION MODULE

JustFOIA's powerful integrated Redaction Module allows you to upload and redact documents in your browser. Automatically redact documents with one click or manually remove sensitive data. Features include: text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any user can redact a document if they are permissioned by your organization.

ACTIVE DIRECTORY/SINGLE SIGN-ON

This JustFOIA authentication system enables Single Sign-On (SSO) for using Azure Active Directory. This allows users to login via their current AD account instead of using username and password authentication within the JustFOIA application. This feature eliminates the need for users to maintain two sets of credentials, is easier for IT to maintain security protocols, and gives you more control for managing user changes.

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal and JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or JetPay site. Once they pay, you are able to make their request documents available for immediate release.

ADOBE ACROBAT PRO PLUGIN

Adobe Acrobat Pro Plugin allows you to easily upload documents that you are working on in Adobe to a specific JustFOIA request. In Adobe, you can create and edit documents, as well as apply redactions and other features available in the Adobe software. Once you are ready, simply click the JustFOIA button to upload the document. It's as easy as picking the request number. In order to utilize this plugin, your organization will need to have Acrobat Pro available to the user.

LASERFICHE INTEGRATION

The Laserfiche integration allows you to leverage Laserfiche to help fulfill records requests. Conduct all of your searching, editing, and redaction in Laserfiche, then click the JustFOIA button to send selected documents as response documents to the specific JustFOIA request number. This integration makes for a seamless to use Laserfiche and JustFOIA to complete records requests. In order to utilize this integration, each user will need a full Laserfiche license.

TRAINING CENTER FOR JUSTFOIA

MCCI's Training Center for JustFOIA annual subscription provides an easy, cost-effective way for all users in your organization to access JustFOIA training videos. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expense while enhancing your internal JustFOIA training program
- Caters to all skill levels from Basic Users to JustFOIA System Administrators
- Unlimited access for your entire organization
- Reduction in internal support and increased user productivity

- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized to your organization with your fully indexed recorded training sessions

IMPLEMENTATION GUIDE

There is no need to read a 100-page training and user guide. JustFOIA is an easy-to-configure and easy-to-use solution. Your users will quickly be up to speed. Time to complete implementation depends on several factors such as complexity, the client completing assignments on time, and a solid foundation of training.

IMPLEMENTATION TEAM

CLIENT LIAISON

ONBOARDING 1-2 WEEK DURATION	TEAM ASSIGNMENT The implementation team member is assigned to the project.	GENERAL Lead time for MCCi team member assignment is typically less than a week.
	PROJECT KICK-OFF The team member will contact the primary client liaison to discuss expectations, timeframes, install process, scheduling, and any special needs.	INFORMATION GATHERING Complete Implementation Configuration Form for each process to be configured.
IMPLEMENTATION 4-6 WEEK DURATION	SITE CONFIGURATION The team member will configure the site based on the Implementation Configuration Form submitted by the client.	PRE-TRAINING Admins and users to watch previously recorded demo for a foundational understanding of JustFOIA.
	ADMIN & USER TRAINING The team member will provide initial site training to users.	SITE TESTING The client's key users will test their site. by working with practice requests and complete a full request for each request form and process.
GO-LIVE!	GO-LIVE PREPARATION Team member and Client to review the status of configuration and make final plans to go live.	PROJECT CLOSURE Call with the MCCi team member to review project completion, support handoff, and project survey.
	POST GO-LIVE Discuss with the Client to discuss additional training for users.	CELEBRATE! Once your site is live, it's time to celebrate! Additionally, MCCi is available to support media or PR opportunities.

PROFESSIONAL SERVICES

We are fanatical about client success. Your time is limited, but with JustFOIA professional services, we are an extension of your organization, our qualified experts can assist with a successful implementation. Not sure which package fits your needs, we are here to help!

	BASIC	STANDARD	ENTERPRISE
Project Kickoff Call and Implementation Plan Identify milestones for successful implementation	✓	✓	✓
Process Analysis Review Conduct a remote information gathering session to understand, guide, and recommend process improvement		✓ Up to 2 Sessions	✓ Up to 6 Sessions
Project Plan Reviews Detailed weekly project updates		✓	✓
User Configuration Establish and configure initial user security credentials and roles	✓ Up to 25 Employees	✓ Up to 50 Employees	✓ Up to 100 Employees
Process Configuration Based on client-supplied requirements, we will configure business process forms, workflow statuses, departments, and holidays	✓ Up to 1 Process	✓ Up to 3 Processes	✓ Up to 6 Processes
Template Configuration Configure email templates and requestor web pages related to the process	✓ 1 Template	✓ Up to 4 Templates	✓ Up to 10 Templates
On-Site Project Management Facilitate a successful implementation and training session			✓ 2 Days
Support Technical support through user testing before going live	✓	✓	✓
Remote Administrative Training Remote administrative training up to 60 minutes per session. Recording available for viewing.	✓ 1 Session	✓ Up to 2 Sessions	✓ Up to 3 Sessions
Remote User Training Remote user training up 60 minutes per session. Recording available for viewing.	✓ Up to 2 Sessions	✓ Up to 4 Sessions	✓ Up to 6 Sessions
Security Deployed in the Microsoft Azure Government Cloud, providing world-class security	✓	✓	✓
Structured Workflow Automation to help processing larger volumes of specific types of requests. Comes with 5-hour block of Administration Assistance.	✓ Available at an additional charge	✓ Available at an additional charge	✓ 1 included

ADMINISTRATION ASSISTANCE

JustFOIA's Administration Assistance package provides additional training and assistance to a Client's administrator and users. Pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. The number of hours included is based on your active subscription and will expire on the same date as your annual renewal. Administration Assistance can be used for the following:

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SUPPLEMENTARY SYSTEM SET UP CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, statuses, templates, etc.

CONFIGURATION SERVICES

Basic configuration services and maintenance of existing complex workflows.

STRUCTURED WORKFLOWS

Building on JustFOIA's capability to design lists of tasks and set defaults, a Structured Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Structured Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available are the full use of due dates, reminders, escalations and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while JustFOIA keeps the request moving through your system. Structured Workflow Package includes up to 3 hours requirements gathering and up to 4 hours of configuration and implementation. Total package not to exceed 7 hours. Requires an annual 5-hour block of Administration Assistance.

MCCI SUPPORT

As a MCCi client, you gain much more than just a new solution. You gain a relationship between our team and your organization to make your solution implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both proactive and technical support.

PROACTIVE SUPPORT

Your dedicated Account Manager will continue to assist with post-implementation client success, be a resource for questions and answers, and throughout the year to discuss optimal system usage and ensure client satisfaction.

TECHNICAL SUPPORT

Your subscription to JustFOIA helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed. You have access to a toll-free line to call for technical support or submit tickets online through our support center. You receive the following benefits:

- Free software updates for your current solution
- Periodic user webinars
- Embedded system help files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

MCCi provides technical support for all MCCi solutions. Technical Support is provided by email or telephone during business hours of 8:00 a.m. to 8:00 p.m. Eastern Time. The Client can designate several individuals to be technical support contacts. There is no limit on the number of technical support calls that can be made. Clients may contact MCCi support through the online support center, by email (support@mccinnovations.com), or by telephone (866-942-0464).

JUSTFOIA PRICING

To determine which services and products are included with your project, please refer to the Pricing Section below.

Subscription Annual Expense		Cost	Total
1	JustFOIA City Pricing - Tier 1: Up to 10,000	\$3,000.00	\$3,000.00
1	Redaction	\$450.00	\$450.00
1	JustFOIA Training Center	\$450.00	\$450.00
Initial Subscription Expense:			\$3,900.00
Setup and Training: One Time Expense			
1	Standard Implementation *Detailed Project Plan, Up to 3 Business Processes, Security Configuration for Up to 50 Staff Members, Up to 6 hours of Remote User and Administrative training, 2 Remote Process Analysis Sessions, and Configuration of Up to 4 email templates. Total Professional Services package not to exceed 24 hours. Excludes Structured Workflow Configuration and Implementation.		
		\$4,440.00	\$4,440.00
1	Redaction Configuration & Training , up to 2 hours remote assistance	\$370.00	\$370.00
Implementation One-Time Expense:			\$4,810.00
Total Project Cost			\$8,710.00
For budgetary purposes, the Client should include \$4,017.00 for the first renewal period.			
<i>Quote Valid until June 1, 2020</i>			

Your JustFOIA service includes up to 500 GB of data storage. While a vast majority of our clients do not go over this allotted amount, we do charge a fee of \$500 per 500 GB over the included amount of data storage. This fee is added to your yearly subscription.

PAYMENT & BILLING TERMS

MCCi will invoice one hundred percent (100%) of the subscription amount upon providing the Client online access to the JustFOIA service. The balance of the total project will be invoiced upon completion of the proposed professional services. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice. The Client's annual subscription renewal date is set based on 30 days after the contract is received.

TERMS AND CONDITIONS

MCCi, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the JustFOIA solution according to the following terms and conditions.

JUSTFOIA SUBSCRIPTION

MCCi is the developer and hosting provider for JustFOIA. An active subscription is required to access the solution. The official subscription date is established on the date MCCi grants initial access to JustFOIA. Adjustments in annual subscription rates will not exceed 3%. All subscriptions are prepaid and non-refundable.

JUSTFOIA IS AVAILABLE "AS-IS"

Though we want to provide a great service, there are certain things about the service we cannot promise. For example, the services and software are provided "as is", at your own risk, without express or implied warranty or condition of any kind. We also disclaim any warranties of merchantability or fitness for a particular purpose. JustFOIA will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

LIMITED LIABILITY

Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

Due to the intended use of JustFOIA being focused on "Open Records" Requests, MCCi assumes that only public and non-confidential data will be uploaded to the solution, and the full Terms of Use are accessible on the home page of the JustFOIA solution.

INDEMNIFICATION

If MCCi or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE

Client and MCCi agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor MCCi will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCi's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCi 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCi.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the execution date of the agreement, or from the initial software/maintenance subscription date (applicable only when such components are included). Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon 60 days written notice.

USE OF BASECAMP

Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCi.

PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

Project Delays: Requests made by the client to cancel/reschedule delivery of services will cause a delay in delivery of the services and the overall project. The client understands that MCCi will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

OTHER CONTENT

The Services may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

MARKETING & REFERENCES

Client agrees to allow MCCi to publicly announce the client's selection of MCCi for the specific solution(s), at the time of the client contracting with MCCi. Additionally, upon the client providing written consent, MCCi is authorized to publish and publicize testimonials and case study information pertaining to MCCi's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

MCCi SOFTWARE CONFIGURATION SERVICES

The customer may elect to contract with MCCi to configure the software. The customer is responsible for testing all software configurations completed by MCCi. By acknowledging this testing requirement, the customer waives any and all liability to MCCi for any fees, damages, etc. that could be related to software configurations.

Submitted by: **MCCi, LLC**

Date: April 28, 2020

By: _____
(Signature)

(Printed Name & Title)

Noted Items Accepted by: **BEACHWOOD, OH**

Date: _____

By: _____
(Signature)

(Printed Name & Title)

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:

<u>For Supplies and Services</u>	<u>May 18, 2020</u>	<u>\$2,692.88</u>
G. Gifford Dyer	Plan Review Services	\$2,442.38
Michael H. Wildermuth	Plan Review Services	\$250.50

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

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

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

Attest: I hereby certify that this legislation was duly adopted on the 18th day of May, 2020 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor

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

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Attest: I hereby certify that this legislation was duly adopted on the 18th day of May 2020 and presented to the Mayor.

Clerk

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

Mayor

G. GIFFORD DYER-ARCHITECT
4680 BRAINARD ROAD
CHAGRIN FALLS, OH 44022-1506
Fax. 440-248-2353
Phone 440-248-1703

May 3, 2020

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 April 2020 (Cost breakdown sheet attached)	\$2,442. 87 38
Total amount due	\$2,442. 87 38

Thank You,



G. Gifford Dyer

APPROVED FOR PAYMENT

BY: WK
DATE: 5/4/20
P/O: _____

BEACHWOOD PLAN REVIEW

Month APRIL 2020

GG Dyer	Beachwood	Job Name-----	Time	Charge
Job No.	PR No.			
CB 20-11		RENOVATION PARK EAST BLDG 3200 PARK EAST DRIVE	12 1/4 hr [#]	1022.87
CB 18-03	2018-29030	GREEN ROAD SYNAGOGUE 2437 GREEN ROAD	1 1/4 hr [#]	104.38
CB 20-08	2020-36550	PHASE 2 - ENABLING PROJECT ANANDA MEDICAL CENTER 3999 RICHMOND ROAD	10 1/2 hr [#]	876.75
CB 20-05	2020-36056	H&M TENANT FITOUT BEACHWOOD PLACE MALL #1375 26300 CENTRAL ROAD	2 hr [#]	167.00
CB 20-12	2020-36602	LAW OFFICE BUILDING LA PLAGE SHOPPING CENTER #1016 2101 RICHMOND ROAD	3 hr [#]	250.50
CB 20-05	2020-36157	ZUMIEZ BONNEVILLE PLACE MALL #2227 26300 CENTRAL ROAD	1/4 hr [#]	20.58
		TOTAL	29 1/4	\$ 2442.37



MICHAEL H. WILDERMUTH, AIA, ARCHITECT

April 30, 2020

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

Re: Building Department
Plan Review Services for March/April 2020

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

Plan Review for the month of March/April 2020 \$250.50
Cost Breakdown Sheet Attached

Total amount due..... \$250.50

Respectfully,

Michael H. Wildermuth

Michael H. Wildermuth, AIA
Master Plans Examiner

APPROVED FOR PAYMENT

BY: Will Brisney

DATE: 5/5/20

P/O: _____

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



MICHAEL H. WILDERMUTH, AIA, ARCHITECT
Beachwood Plan Review

		Mar/Apr 2020		
MHW	Beachwood	Job Name	Time	
Job No.	Receipt No.			
CB20-02-FP 3-18-2020	2020-36058	Philadelphia Insurance - Sprinklers	1.5 H	\$125.25
CB20-02-FA 3-18-2020	2020-36058	Philadelphia Insurance – Fire Alarm	1.5 H	\$125.25
		Total	3.0 H	\$250.50

INTRODUCED BY:

ORDINANCE NO. 2020-68

AN ORDINANCE TO OBTAIN FUNDING FROM THE STATE OF OHIO PURSUANT TO SB 310; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the state legislature, pursuant to SB 310, created a mechanism to distribute nearly 1.2 billion of federal financial aid to Ohio's local governments having populations with fewer than 500,00 residents, as provided by the Coronavirus Aid, Relief, and Economic Security ("CARES") Act; and

WHEREAS, more specifically, the state legislature had designated \$350 million of the 1.2 billion of the federal financial aid for disbursement through the Local Government Fund to be used only for non-budgeted COVID-19 related expenses, per the guidelines provided by the U.S. Department of Treasury; and

WHEREAS, funding being distributed will be distributed based on the proportion of the Local Government Fund revenue allocated to the City in 2019 and is estimated to be approximately \$140,000; and

WHEREAS, SB 310 requires that for the City to obtain its funding, legislation must be passed by its legislative authority stating that the City will follow the guidelines established by the U.S. Department of Treasury on how the federal aid may be spent and acknowledging that use of such funding may only be for necessary expenditures incurred due to the public health emergency with the COVID-19 pandemic, provided the expenses are incurred between March 1 and December 30, 2020, and are not accounted for in the City's current budget; and

WHEREAS, in addition, the legislation must be submitted to the Cuyahoga County Auditor and the Ohio Office of Budget and Management.

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

Section 1: City Council hereby affirms that any funding it may receive through the Local Government Fund as allocated per SB 310 shall only be expended to cover the costs of the City that are consistent with the requirements of the CARES Act. Any unused funds that remain unencumbered as of October 15, 2020 are required to be returned to the County treasury and any unspent funds must be returned to the State treasury by December 28, 2020.

Section 2: City Council authorizes the Mayor and Finance Director to sign any documents or take any actions in furtherance of obtaining the funding being allocated to the City per SB 310, including but not limited to establishing a dedicated fund to be called the, "Local Coronavirus Relief Fund."

Section 3: City Council directs its Clerk of Council forthwith to forward a certified copy of the legislation to the County Auditor's Office and to the Director of the Ohio Office of Budget and Management.

ORDINANCE NO. 2020-68

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

Section 5: This Ordinance is 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 of permitting access to the funding as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

Attest: I hereby certify this legislation was duly adopted on the 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Whitney Crook, Clerk of Council, Martin Horwitz, Mayor
FROM: William Griswold, Building Commissioner
DATE: 5/6/2020
SUBJECT: An Ordinance confirming the Appointment of Dale Steppenbacker, Building Inspector/Special Police Officer for the City of Beachwood, Ohio; and declaring this to be an urgent measure
Oath of Office Administered by Mayor Horwitz to Dale Steppenbacker

I am respectfully requesting Dale Steppenbacker, Building Inspector, be placed on the agenda for the Council meeting of Monday, May 18, 2020, to be sworn in as a Special Police Officer.

Dale previously worked with the City of Twinsburg as a Commercial and Residential Building, Mechanical, Plumbing and Electrical Safety Inspector and also as a Housing, Zoning and Property Maintenance Inspector.

INTRODUCED BY:

ORDINANCE NO. 2020-69

AN ORDINANCE CONFIRMING THE APPOINTMENT OF DALE STEPPENBACKER, AS BUILDING INSPECTOR/SPECIAL POLICE OFFICER FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has appointed Dale Steppenbacker as Building Inspector/Special Police Officer and has requested Council to confirm said appointment.

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

Section 1: The appointment by the Mayor of Dale Steppenbacker as Building Inspector/Special Police Officer for the City of Beachwood, Ohio be and the same is hereby confirmed.

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

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

WHEREFORE, this 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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020, and filed it with the Clerk.

Mayor

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

OATH OF OFFICE

I, **DALE STEPPENBACKER**, do solemnly swear that I will support the Constitution and laws of the United States of America, the Constitution and laws of the State of Ohio, and the Charter and Ordinances of the City of Beachwood, and that I will faithfully, honestly, and impartially discharge the duties as **BUILDING INSPECTOR AND SPECIAL POLICE OFFICER** for the City of Beachwood, State of Ohio, during my continuance in said office, beginning **MAY 18, 2020**.

Dale Steppenbacker

SWORN TO before me and subscribed in my presence this 18th day of May, 2020.

Martin S. Horwitz, Mayor

INTRODUCED BY:

ORDINANCE NO. 2020-70

AN ORDINANCE ASSIGNING THE LEASE AGREEMENT WITH M4/MOTORS INC., DBA BUICK GMC TO CRESTMONT BUICK GMC, LLC; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio entered in to a Lease Agreement with M4/Motors Inc., dba Buick GMC on or about March 15, 2017; and

WHEREAS, on or about February 20, 2020, M4/Motors Inc., dba Buick GMC's assets were sold to Crestmont Buick GMC, LLC; and

WHEREAS, as a result of the sale the City received a request to assign the Lease Agreement to the new entity, Crestmont Buick GMC, LLC.

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

Section 1: City Council consents to the assignment of the Lease Agreement from M4/Motors Inc., dba Buick GMC to Crestmont Buick GMC, LLC and further authorizes and directs the Mayor to execute an Assignment of the Lease Agreement from M4/Motors Inc., dba Buick GMC to Crestmont Buick GMC, LLC, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is 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 of continuing the Lease Agreement uninterrupted; 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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor

**ASSIGNMENT OF
LEASE AGREEMENT,
BETWEEN THE CITY OF BEACHWOOD, OHIO AND M4/MOTORS INC., d/b/a
BUICK GMC TO CRESTMONT BUICK GMC, LLC**

This Lease Agreement Assignment (“Assignment”) is entered into between the City of Beachwood, Ohio (“Beachwood”), an Ohio Municipal Corporation located at 25325 Fairmount Boulevard, Beachwood, Ohio, 44122, and Crestmont Buick GMC, LLC, (“Tenant”) an Ohio Limited Liability Company, located at 25975 Central Parkway, Beachwood, Ohio 44122.

WITNESSETH:

WHEREAS, the City of Beachwood entered into a Lease Agreement (“Lease Agreement”) with M4/Motors Inc., d/b/a Buick GMC on or about March 15, 2017; and

WHEREAS, on or about February 15, 2020, M4/Motors Inc., d/b/a Buick GMC’s assets were sold to Crestmont Buick GMC, LLC; and

WHEREAS, as a result of the sale the City received a request to assign the Lease Agreement to the new entity Crestmont Buick GMC, LLC; and

WHEREAS, pursuant to Ordinance No. 2020-, City Council, consented to the assignment of the Lease Agreement from M4/Motors Inc., d/b/a Buick GMC to Crestmont Buick GMC, LLC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Beachwood and the Tenant hereby agrees to the following terms and conditions:

1. Assignment of Lease Agreement.

Tenant hereby accepts the assignment of the Lease Agreement, and agrees to assume and perform all the covenants, agreements, conditions, duties and obligations of M4/Motors Inc., d/b/a Buick GMC, as and when due under or relating to the Lease Agreement assigned hereunder. The Tenant specifically acknowledges, understands and agrees that the City’s obligations under the Lease Agreement are subject to, and conditioned upon, the Tenant’s compliance with the terms of the Lease Agreement and any amendments.

IN WITNESS WHEREOF, THE TENANT AND LANDORD, intending to be legally bound hereof, have caused their duly authorized representatives to execute this Assignment as of the date and year last written below.

CITY OF BEACHWOOD, OHIO:

CRESTMONT BUICK GMC, LLC

BY: _____
Martin S. Horwitz Date
Mayor

BY: _____
Timothy D. Takacs Date
General Manager

Approved as to form:

City Law Department
Diane A. Calta, Law Director
Nathalie E. Supler, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

LEASE

THIS LEASE, entered into on this ____ day of _____, 2017, by and between **THE CITY OF BEACHWOOD** ("Landlord") and **M4/MOTORS INC., d/b/a BUICK GMC** ("Tenant").

WITNESSETH

1. **PREMISES AND COMMON AREAS.**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the property located at 23355 Mercantile Road, Beachwood, Ohio 44122 (the "Property") described as follows: a paved lot abutting the north and west sides of the service center, outside of the existing security fence, containing an amount not to exceed 125 parking spots for motor vehicles.

2. **TERM.**

TO HAVE AND TO HOLD the Premises unto Tenant subject to the terms herein, and for not longer than an expiration date of December 31, 2018, or as may be extended by the mutual written consent of both parties. Tenant shall provide Landlord a written notice no later than thirty (30) days before vacating the Premises. Landlord shall have right to terminate this Lease upon providing Tenant with thirty (30) days prior written notice of said termination. Landlord may terminate this Lease on Twenty-Four Hours written notice in the case of a real and present emergency.

3. **RENT AND TAXES.**

Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Premises each month the amount of One Thousand Two Hundred Dollars and No/Cents (\$1,200.00). Tenant shall pay Landlord upon execution of this agreement One Thousand Two Hundred Dollars and No/Cents (\$1,200.00) as first month's rent. Subsequent rent payments shall be paid to the Landlord on or about the 1st of each month. Tenant agrees to pay all property taxes that may become due and owing as a result of the City losing its tax-exempt status.

4. **UTILITIES.**

Tenant will be responsible for all utilities, if any, associated with the leased space of the Premises including water and sewer, electric, gas, and trash disposal. Landlord will bill Tenant monthly, or at the end of the lease arrangement, for actual utility expenses and provide documentation of utility bills for audit purposes. Payment shall be made to the Landlord within thirty (30) days of receipt by the Tenant of a bill for such utility expenses.

5. USE OF PREMISES BY TENANT.

- (A) Tenant's Use of Premises. Tenant shall use the Premises only for the storage of motor vehicles.

6. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

- (A) To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Tenant's use and occupancy of the Premises, and without committing or permitting waste;
- (B) To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies;
- (C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Premises nor permit odors to be unreasonably dispelled from the Premises;
- (D) To place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises without obtaining Landlord's prior written consent, such consent not to be unreasonably withheld;
- (E) To permit Landlord free access to the Premises upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business in the Premises;
- (F) To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Common Areas, if any;
- (G) To not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of the Property;
- (H) To not subject any fixtures, in or on the Premises which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances;
- (I) That Tenant shall not seek, extract or gain any right to any oil, gas, water, or mineral rights associated with the property.

- (J) Authorization is for storage of new vehicles only and there shall be no sales, demonstration of vehicle, advertising, or other retail operation on the subject site.
- (K) No maintenance of vehicles shall be performed on the subject site.
- (L) No used vehicles shall be stored on the subject site.
- (M) There will be no street loading of trailer of cars.

7. REPAIRS AND ALTERATIONS.

- (A) Repairs by Landlord. Landlord shall have no duty to make repairs to any portion of the leased premises. Further Landlord shall have no duty to maintain said premises in any manner.
- (B) Repairs by Tenant. Tenant shall keep the Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair. Tenant shall be responsible for the removal of snow and ice from the driveway serving the Premises.
- (C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Premises. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner, and shall fully and completely indemnify and defend Landlord from damages resulting from such alterations. Tenant shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant.
- (D) Removal of Improvements. All of Tenant's trade fixtures, equipment, furniture, inventory and other property owned by Tenant and located at the Premises, shall remain the property of Tenant. Tenant shall have the right at any time to remove Tenant's property provided that Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying

any space adjacent to or adjoining Tenant's Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from, water, gas, steam, fire, or the bursting, stoppage, or leaking of sewer pipes, or from any heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever, unless such loss or damage is the result of Landlord's gross negligence or willful misconduct.

8. INDEMNITY AND INSURANCE.

- (A) Indemnification. Tenant understands that Landlord cannot indemnify Tenant from any and all liability, injury, damage, expense, cause of action, suit, claim, or judgment related to the loss of person or property caused by Landlord's employees, agents, contractors, customers, invitees, or officers, because Landlord is a political subdivision of the State of Ohio, which is an entity prohibited from indemnifying private parties. Tenant understands that Landlord is also prohibited from indemnifying another party to a contract. Nonetheless, the parties agree to maintain such liability insurance as is customary for the type and scope of the services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.
- (B) Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Subsection 8(A) to the extent allowed by law, in companies and in a form satisfactory to Landlord, with minimum limits of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars (\$100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of and use or occupancy of the Premises by Tenant; said policy or policies shall name Landlord and Tenant as additional insureds, as insured parties under such insurance policy and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.
- (C) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's property located in the Premises, unless caused by Landlord's gross negligence or willful misconduct, including acts performed by Landlord's employees, agents, invitees, contractors, customers and officers, (ii) for any acts or omissions of other tenants of the Property, nor (iii) for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.
- (D) Fire and Extended Coverage Insurance. Tenant agrees to carry insurance against fire

and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures and all other items of personal property of Tenant located on or within the Premises. Unless motor vehicle manufacturer requires such coverage to be in a different amount, then the amount of insurance shall be equal to at least eighty percent (80%) of replacement cost of the motor vehicles. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

- (E) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees; for any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

9. ASSIGNING AND SUBLETTING.

Tenant shall not sublet the Premises or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Premises by any concessionaire or licensee without in each case the prior written consent of Landlord. Acceptance of rent from, or performance of any other obligation under this Lease by any person other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease nor shall it be deemed to be a consent to the assignment of this Lease, the subletting of the Premises or the operation by a concessionaire or licensee. Any consent by Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or operation by a concessionaire or licensee. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease.

10. RETURN OF PREMISES.

Tenant shall return said Premises in at least as good as condition as existed at commencement of this Lease.

11. EMINENT DOMAIN.

If part of the Property or Premises shall be taken or access to the Premises impeded by the exercise of the power of eminent domain (or sold to the holder of such power pursuant to a threatened taking), and such action substantially and adversely affects Tenant's operations at the Premises in Tenant's reasonable, good faith judgment, Tenant shall have the option to terminate the Lease by written notice to Landlord. Nothing contained in the Lease shall be construed to prevent Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss of business or depreciation to, damage to, or costs of removal of or for the value of Tenant's trade fixtures, furniture, other personal property belonging to Tenant or Tenant's leasehold interest. Landlord shall not be entitled to any part of an award obtained as a result of prosecuting such claim.

If part of the Property or Premises shall be taken by the exercise of the power of eminent domain (or sold to the holder of such power pursuant to a threatened taking), and this Lease is not terminated, this Lease shall be reduced to such extent, if any, as may be fair and reasonable under the circumstances and Landlord shall undertake to restore the Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all circumstances.

12. DEFAULT BY TENANT.

If: (i) Tenant defaults in the payment of rent, additional rent or any other charges or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within ten (10) days after written notice from Landlord, (ii) Tenant defaults regarding matters other than the payment of money and Tenant fails to remedy such default within thirty (30) days after written notice from Landlord (or, in the event such default cannot be reasonably cured within the thirty (30) day period, Tenant fails to commence to cure such default within the thirty (30) day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time); (iii) a receiver of any property of Tenant on the Premises is appointed, (iv) Tenant's interest in the Premises is levied upon by legal process, (v) Tenant be adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or (vi) Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then the obligations of Landlord hereunder shall cease, without prejudice to the right of Landlord to recover from Tenant any sums due Landlord for rent, and other charges payable by Tenant hereunder, including reasonable attorney's fees to the date of such entry, and also liquidated damages equal to any deficiency between the then rental value of the Premises for the unexpired portion of the term and the rent provided for that portion of the term. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any

obligation or default under this Lease, may (but shall be under no obligation to) at any time after giving thirty (30) days prior written notice to Tenant make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

13. SECURITY DEPOSIT.

Tenant shall deposit with Landlord the sum of One Thousand and 00/100 Dollars (\$1,000.00) (the "Security Deposit") upon execution of this lease agreement. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any of the rents herein reserved or any other sum payable by Tenant or Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rent or any other sum payable by Tenant to Landlord of loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall forthwith upon demand restore the Security Deposit to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all rentals as they fall due and all other sums payable by Tenant to Landlord, the Security Deposit shall be returned in full to Tenant at the expiration or termination of this Lease. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit and this provision shall also apply to any subsequent transferees.

14. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to Landlord at the address herein specified below, and to Tenant at the address herein specified below, or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth.

To Landlord:
Mayor Merle S. Gorden
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

And:

Hope L. Jones
Law Director
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

To Tenant:

M4 Motors, Inc., d/b/a Buick GMC
25900 Central Parkway
Beachwood, OH 44122

15. ESTOPPEL CERTIFICATES.

At any time and from time to time, Landlord and Tenant agree, upon request in writing from the other, to execute and deliver to the requesting party, for the benefit of such persons as named in such request, a statement in writing and in form and substance satisfactory to Landlord and Tenant certifying to such of the following information as Landlord or Tenant shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent, and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (iv) that Tenant has accepted possession of the Premises, that the Lease term has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (v) the actual commencement date of the Lease and the expiration date of the Lease; and (vi) such other facts as are true and ascertainable.

16. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises, subject, however, to the terms and conditions of this Lease, and to any mortgages, ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated. The occurrence of a foreclosure or a sale without prior written consent from Tenant shall be deemed a material breach of Landlord's covenant of quiet enjoyment.

17. LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord or pursue any other legal means to achieve satisfaction under the law. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the Property, Landlord shall be released from all liability and obligations hereunder for those acts occurring after the date of sale or transfers.

18. MISCELLANEOUS PROVISIONS.

- (A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.
- (B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.
- (C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.
- (D) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Tenant.

- (E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.
- (F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.
- (G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- (H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Should Tenant remain in possession of the Premises after any termination of this Lease without first obtaining a renewal, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to one hundred twenty-five percent (125%) of the rent payable during the calendar month immediately preceding the termination of this Lease, prorated on a per diem basis, for any period during which Tenant shall hold the Premises after the stipulated term of this Lease may have terminated.
- (I) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.
- (J) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

(K) Hazardous Wastes and Substances.

- (i) Landlord warrants and represents that (i) to the best of Landlord's knowledge and belief, the Premises are not subject to any hazardous materials contamination as of the date hereof, and no hazardous waste, hazardous substance or hazardous material exists on, under or about the Premises as of the date hereof, nor has any hazardous waste, hazardous substance or hazardous material been transported to or from the Premises or used generated, manufactured, stored or disposed of on, under or about the Premises except in compliance with all applicable laws and (ii) that Landlord has delivered to Tenant a true and complete copy of any environmental reports or assessments pertaining to the Premises or Property that are in the possession or control of Landlord or its lenders agents or affiliates. Except for any substance typically used for the repair and maintenance of vehicles and school buses, Tenant warrants that Tenant shall not use hazardous substances within the Premises as defined by the Comprehensive Environmental Response Compensation and Liability.
- (ii) Tenant further warrants that it shall not generate any "hazardous wastes" within the Premises as defined by the Resource Conservation and Recovery Act, except for any substance that is related to the typical repair and maintenance of vehicles and school buses.
- (iii) Except for any substance typically used for the repair and maintenance of vehicles and school buses, Tenant agrees that Tenant shall not permit the use of any hazardous substances or wastes without first obtaining the prior written consent of Landlord. If Landlord gives its consent, Tenant agrees to manage and dispose of all hazardous substances and hazardous wastes in accordance with all federal, state and local laws, regulations and rules and to handle such substances and wastes in such fashions as to avoid any discharge of hazardous substances or wastes on the site of the Premises.
- (iv) Tenant agrees not to store any hazardous wastes within or upon the Premises.
- (v) Tenant shall provide all necessary information, make all requisite submissions, and take all actions required by the Ohio Environmental Protection Agency pursuant to Tenant's use of the Premises. Tenant's obligations under this Section shall continue so long as Landlord remains responsible for any spills or discharges or hazardous substances or wastes at the Premises which occur during the term of this Lease.

Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no obligations or responsibility for any adverse environmental condition or any environmental contamination which did not directly result from an act or omission of Tenant during the term of its occupancy of the Premises. The

Lease does not prohibit Tenant from utilizing, storing or generating hazardous materials at the Premises for the Tenant's permitted uses as described in the Lease, so long as Tenant complies with all applicable legal requirements concerning the use, storage and/or generation of such hazardous materials.

- (vi) Should the Tenant cause or permit any intentional or unintentional action or omission which results in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances," as such term is defined in RCRA, into waters or onto lands of the State of Ohio or into waters outside the jurisdiction of the State of Ohio resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air or other resources owned, managed or held in trust or otherwise controlled by the State of Ohio, without having a permit issued by the appropriate governmental authorities, the Tenant shall promptly clean up the same in accordance with the provisions of the Federal and State laws, as they may be amended from time to time, governing same.
 - (vii) Upon the expiration of the term of this Lease, or the earlier termination thereof, whichever shall be the first to occur, Tenant shall forthwith remove all hazardous wastes and substances generated by Tenant from any portion of the Premises. Landlord shall have the right to inspect the Premises with regard to the management and disposal of hazardous substances and wastes at all reasonable times during the term of this Lease and any extensions or renewals thereof.
 - (viii) The provisions of this section shall survive the expiration or termination for any reason of this Lease.
- (L) Force Majeure. In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant), or prevented from using the Premises as intended in Section 5, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Premises, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay and/or the period for the performance of any such act shall be extended for a reasonable period.
- (M) Subsequent Sale or Transfer. If Landlord sells the Premises, Landlord shall take reasonable measures to ensure a resulting purchase agreement preserves Tenant's leasehold interest in the Premises for the duration of the lease term, such that the purchaser assumes the same covenants and responsibilities as Landlord under this Lease. Should Landlord sell or assign its interests in the Premises for the benefit of creditors, either by voluntary or involuntary proceedings, or if otherwise a receiver

should be appointed by any court of competent jurisdiction, the occurrence of such an event shall be deemed a material breach of this Lease unless prior written consent is provided by Tenant or Tenant's leasehold interest remains intact.

- (N) Property Taxes. If any property taxes are attributed to the leased property due to Lessee's occupancy, then Lessee will be required to reimburse associated costs to Lessor within thirty (30) days.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed, as of the date and year first written.

LANDLORD: THE CITY OF BEACHWOOD

By: Merle S. Gorden

Name: MERLE S. GORDEN

Its: MAYOR

Date: 3-15-17

Approved as to Form:

Hope Jones
City Law Department
Hope Jones, Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
216-595-5462

TENANT: M4/MOTORS, INC., d/b/a BUICK GMC

By: Bernardo Mon

Name: Bernardo Mon

Its: President

Date: 3/15/17

and

By: _____

Name: _____

Its: _____

Date: _____

INTRODUCED BY:

ORDINANCE NO. 2020-71

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH CRESTMONT BUICK GMC, LLC; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Mayor has received a request to amend to the Lease Agreement with Crestmont Buick GMC, LLC; and

WHEREAS, Council desires to amend the Lease 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 hereby authorized to enter into an Amended Lease Agreement with Crestmont Buick GMC, LLC, a copy of the amended lease is attached hereto and incorporated herein as Exhibit "A".

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

Section 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety or the efficient operation of the City and for the further reason to amend the Lease Agreement as requested; 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 period permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE LEASE AGREEMENT, entered into on this ____ day of _____, 2020, by and between the **CITY OF BEACHWOOD** ("Landlord") and **CRESTMONT BUICK GMC, LLC** ("Tenant").

WITNESSETH

NOW, THEREFORE, BE IT AGREED by the Landlord and Tenant, that:

1. **TERM.** Item 2 of the Lease Agreement is hereby repealed and replaced with the following paragraph:

TO HAVE AND TO HOLD, this Lease shall be on a Month to Month basis. Tenant shall provide Landlord a written notice no later than thirty (30) days before vacating the Premises. Landlord shall have right to terminate this Lease upon providing Tenant with a ninety (90) days prior written notice of said termination. Notwithstanding the above, Landlord may terminate this Lease on twenty-four (24) hours written notice in the case of a real and present emergency.

2. **TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.** Item 6 subsection (L) of the Lease Agreement is hereby amended to read:

(L) No used vehicles shall be stored on the subject site with the exception of "Lease Return Vehicles." Lease Return Vehicles are typically one (1) to three (3) years old, shall not be marketed, demonstrated or sold and shall be free of any visible damage, i.e. body damage, leaking fluids, decals, rust, etc.

3. Pursuant to Item 14, Notices to the Tenant shall now be sent c/o Timothy D. Takacs, General Manager, Crestmont Buick GMC, LLC at 25975 Central Parkway, Beachwood, Ohio 44122 and by email to ttakacs@crestmontautogroup.com.

4. The Landlord and Tenant agree that all other provisions of the Lease Agreement shall remain in full force and effect except to the extent specifically amended herein.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to the Lease Agreement to be signed, as of the date and year first written.

CITY OF BEACHWOOD, OHIO:

CRESTMONT BUICK GMC, LLC:

By: _____
Martin S. Horwitz Date
Mayor

By: _____
Timothy D. Takacs Date
General Manager

EXHIBIT A

Approved as to form:

City Law Department
Diane A. Calta, Law Director
Nathalie E. Supler, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462

LEASE

THIS LEASE, entered into on this ____ day of _____, 2017, by and between **THE CITY OF BEACHWOOD** ("Landlord") and **M4/MOTORS INC., d/b/a BUICK GMC** ("Tenant")

WITNESSETH

1. PREMISES AND COMMON AREAS.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the property located at 23355 Mercantile Road, Beachwood, Ohio 44122 (the "Property") described as follows: a paved lot abutting the north and west sides of the service center, outside of the existing security fence, containing an amount not to exceed 125 parking spots for motor vehicles.

2. TERM.

TO HAVE AND TO HOLD the Premises unto Tenant subject to the terms herein, and for not longer than an expiration date of December 31, 2018, or as may be extended by the mutual written consent of both parties. Tenant shall provide Landlord a written notice no later than thirty (30) days before vacating the Premises. Landlord shall have right to terminate this Lease upon providing Tenant with thirty (30) days prior written notice of said termination. Landlord may terminate this Lease on Twenty-Four Hours written notice in the case of a real and present emergency.

3. RENT AND TAXES.

Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Premises each month the amount of One Thousand Two Hundred Dollars and No/Cents (\$1,200.00). Tenant shall pay Landlord upon execution of this agreement One Thousand Two Hundred Dollars and No/Cents (\$1,200.00) as first month's rent. Subsequent rent payments shall be paid to the Landlord on or about the 1st of each month. Tenant agrees to pay all property taxes that may become due and owing as a result of the City losing its tax-exempt status.

4. UTILITIES.

Tenant will be responsible for all utilities, if any, associated with the leased space of the Premises including water and sewer, electric, gas, and trash disposal. Landlord will bill Tenant monthly, or at the end of the lease arrangement, for actual utility expenses and provide documentation of utility bills for audit purposes. Payment shall be made to the Landlord within thirty (30) days of receipt by the Tenant of a bill for such utility expenses.

5. USE OF PREMISES BY TENANT.

- (A) Tenant's Use of Premises. Tenant shall use the Premises only for the storage of motor vehicles.

6. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

- (A) To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Tenant's use and occupancy of the Premises, and without committing or permitting waste;
- (B) To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies;
- (C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Premises nor permit odors to be unreasonably dispelled from the Premises;
- (D) To place no sign on the exterior of the Premises or on the interior surface of any windows of the Premises without obtaining Landlord's prior written consent, such consent not to be unreasonably withheld;
- (E) To permit Landlord free access to the Premises upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business in the Premises;
- (F) To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Common Areas, if any;
- (G) To not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of the Property;
- (H) To not subject any fixtures, in or on the Premises which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances;
- (I) That Tenant shall not seek, extract or gain any right to any oil, gas, water, or mineral rights associated with the property.

- (J) Authorization is for storage of new vehicles only and there shall be no sales, demonstration of vehicle, advertising, or other retail operation on the subject site.
- (K) No maintenance of vehicles shall be performed on the subject site.
- (L) No used vehicles shall be stored on the subject site.
- (M) There will be no street loading of trailer of cars.

7. REPAIRS AND ALTERATIONS.

- (A) Repairs by Landlord. Landlord shall have no duty to make repairs to any portion of the leased premises. Further Landlord shall have no duty to maintain said premises in any manner.
- (B) Repairs by Tenant. Tenant shall keep the Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair. Tenant shall be responsible for the removal of snow and ice from the driveway serving the Premises.
- (C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Premises. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner, and shall fully and completely indemnify and defend Landlord from damages resulting from such alterations. Tenant shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant.
- (D) Removal of Improvements. All of Tenant's trade fixtures, equipment, furniture, inventory and other property owned by Tenant and located at the Premises, shall remain the property of Tenant. Tenant shall have the right at any time to remove Tenant's property provided that Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying

any space adjacent to or adjoining Tenant's Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from, water, gas, steam, fire, or the bursting, stoppage, or leaking of sewer pipes, or from any heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever, unless such loss or damage is the result of Landlord's gross negligence or willful misconduct.

8. INDEMNITY AND INSURANCE.

- (A) Indemnification. Tenant understands that Landlord cannot indemnify Tenant from any and all liability, injury, damage, expense, cause of action, suit, claim, or judgment related to the loss of person or property caused by Landlord's employees, agents, contractors, customers, invitees, or officers, because Landlord is a political subdivision of the State of Ohio, which is an entity prohibited from indemnifying private parties. Tenant understands that Landlord is also prohibited from indemnifying another party to a contract. Nonetheless, the parties agree to maintain such liability insurance as is customary for the type and scope of the services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.
- (B) Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Subsection 8(A) to the extent allowed by law, in companies and in a form satisfactory to Landlord, with minimum limits of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars (\$100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of and use or occupancy of the Premises by Tenant; said policy or policies shall name Landlord and Tenant as additional insureds, as insured parties under such insurance policy and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.
- (C) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's property located in the Premises, unless caused by Landlord's gross negligence or willful misconduct, including acts performed by Landlord's employees, agents, invitees, contractors, customers and officers, (ii) for any acts or omissions of other tenants of the Property, nor (iii) for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.
- (D) Fire and Extended Coverage Insurance. Tenant agrees to carry insurance against fire

and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures and all other items of personal property of Tenant located on or within the Premises. Unless motor vehicle manufacturer requires such coverage to be in a different amount, then the amount of insurance shall be equal to at least eighty percent (80%) of replacement cost of the motor vehicles. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

- (E) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees; for any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

9. ASSIGNING AND SUBLETTING.

Tenant shall not sublet the Premises or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Premises by any concessionaire or licensee without in each case the prior written consent of Landlord. Acceptance of rent from, or performance of any other obligation under this Lease by any person other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease nor shall it be deemed to be a consent to the assignment of this Lease, the subletting of the Premises or the operation by a concessionaire or licensee. Any consent by Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or operation by a concessionaire or licensee. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease.

10. RETURN OF PREMISES.

Tenant shall return said Premises in at least as good as condition as existed at commencement of this Lease.

11. EMINENT DOMAIN.

If part of the Property or Premises shall be taken or access to the Premises impeded by the exercise of the power of eminent domain (or sold to the holder of such power pursuant to a threatened taking), and such action substantially and adversely affects Tenant's operations at the Premises in Tenant's reasonable, good faith judgment, Tenant shall have the option to terminate the Lease by written notice to Landlord. Nothing contained in the Lease shall be construed to prevent Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss of business or depreciation to, damage to, or costs of removal of or for the value of Tenant's trade fixtures, furniture, other personal property belonging to Tenant or Tenant's leasehold interest. Landlord shall not be entitled to any part of an award obtained as a result of prosecuting such claim.

If part of the Property or Premises shall be taken by the exercise of the power of eminent domain (or sold to the holder of such power pursuant to a threatened taking), and this Lease is not terminated, this Lease shall be reduced to such extent, if any, as may be fair and reasonable under the circumstances and Landlord shall undertake to restore the Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all circumstances.

12. DEFAULT BY TENANT.

If: (i) Tenant defaults in the payment of rent, additional rent or any other charges or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within ten (10) days after written notice from Landlord, (ii) Tenant defaults regarding matters other than the payment of money and Tenant fails to remedy such default within thirty (30) days after written notice from Landlord (or, in the event such default cannot be reasonably cured within the thirty (30) day period, Tenant fails to commence to cure such default within the thirty (30) day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time); (iii) a receiver of any property of Tenant on the Premises is appointed, (iv) Tenant's interest in the Premises is levied upon by legal process, (v) Tenant be adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or (vi) Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then the obligations of Landlord hereunder shall cease, without prejudice to the right of Landlord to recover from Tenant any sums due Landlord for rent, and other charges payable by Tenant hereunder, including reasonable attorney's fees to the date of such entry, and also liquidated damages equal to any deficiency between the then rental value of the Premises for the unexpired portion of the term and the rent provided for that portion of the term. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any

obligation or default under this Lease, may (but shall be under no obligation to) at any time after giving thirty (30) days prior written notice to Tenant make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

13. SECURITY DEPOSIT.

Tenant shall deposit with Landlord the sum of One Thousand and 00/100 Dollars (\$1,000.00) (the "Security Deposit") upon execution of this lease agreement. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms of this Lease which are to be observed and performed by Tenant. Landlord shall not be obligated to hold the Security Deposit as a separate fund and may commingle the Security Deposit with other funds. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any of the rents herein reserved or any other sum payable by Tenant or Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rent or any other sum payable by Tenant to Landlord of loss or damage sustained by Landlord due to such breach on the part of Tenant, and Tenant shall forthwith upon demand restore the Security Deposit to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all rentals as they fall due and all other sums payable by Tenant to Landlord, the Security Deposit shall be returned in full to Tenant at the expiration or termination of this Lease. In the event of bankruptcy or other debtor/creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit and this provision shall also apply to any subsequent transferees.

14. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to Landlord at the address herein specified below, and to Tenant at the address herein specified below, or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth.

To Landlord:
Mayor Merle S. Gorden
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

And:

Hope L. Jones
Law Director
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

To Tenant:

M4 Motors, Inc., d/b/a Buick GMC
25900 Central Parkway
Beachwood, OH 44122

15. ESTOPPEL CERTIFICATES.

At any time and from time to time, Landlord and Tenant agree, upon request in writing from the other, to execute and deliver to the requesting party, for the benefit of such persons as named in such request, a statement in writing and in form and substance satisfactory to Landlord and Tenant certifying to such of the following information as Landlord or Tenant shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent, and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that the Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out; (iv) that Tenant has accepted possession of the Premises, that the Lease term has commenced, that Tenant is occupying the Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (v) the actual commencement date of the Lease and the expiration date of the Lease; and (vi) such other facts as are true and ascertainable.

16. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises, subject, however, to the terms and conditions of this Lease, and to any mortgages, ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated. The occurrence of a foreclosure or a sale without prior written consent from Tenant shall be deemed a material breach of Landlord's covenant of quiet enjoyment.

17. LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord or pursue any other legal means to achieve satisfaction under the law. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the Property, Landlord shall be released from all liability and obligations hereunder for those acts occurring after the date of sale or transfers.

18. MISCELLANEOUS PROVISIONS.

- (A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.
- (B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.
- (C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.
- (D) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Tenant.

- (E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.
- (F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.
- (G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- (H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Should Tenant remain in possession of the Premises after any termination of this Lease without first obtaining a renewal, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to one hundred twenty-five percent (125%) of the rent payable during the calendar month immediately preceding the termination of this Lease, prorated on a per diem basis, for any period during which Tenant shall hold the Premises after the stipulated term of this Lease may have terminated.
- (I) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.
- (J) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

(K) Hazardous Wastes and Substances.

- (i) Landlord warrants and represents that (i) to the best of Landlord's knowledge and belief, the Premises are not subject to any hazardous materials contamination as of the date hereof, and no hazardous waste, hazardous substance or hazardous material exists on, under or about the Premises as of the date hereof, nor has any hazardous waste, hazardous substance or hazardous material been transported to or from the Premises or used generated, manufactured, stored or disposed of on, under or about the Premises except in compliance with all applicable laws and (ii) that Landlord has delivered to Tenant a true and complete copy of any environmental reports or assessments pertaining to the Premises or Property that are in the possession or control of Landlord or its lenders agents or affiliates. Except for any substance typically used for the repair and maintenance of vehicles and school buses, Tenant warrants that Tenant shall not use hazardous substances within the Premises as defined by the Comprehensive Environmental Response Compensation and Liability.
- (ii) Tenant further warrants that it shall not generate any "hazardous wastes" within the Premises as defined by the Resource Conservation and Recovery Act, except for any substance that is related to the typical repair and maintenance of vehicles and school buses.
- (iii) Except for any substance typically used for the repair and maintenance of vehicles and school buses, Tenant agrees that Tenant shall not permit the use of any hazardous substances or wastes without first obtaining the prior written consent of Landlord. If Landlord gives its consent, Tenant agrees to manage and dispose of all hazardous substances and hazardous wastes in accordance with all federal, state and local laws, regulations and rules and to handle such substances and wastes in such fashions as to avoid any discharge of hazardous substances or wastes on the site of the Premises.
- (iv) Tenant agrees not to store any hazardous wastes within or upon the Premises.
- (v) Tenant shall provide all necessary information, make all requisite submissions, and take all actions required by the Ohio Environmental Protection Agency pursuant to Tenant's use of the Premises. Tenant's obligations under this Section shall continue so long as Landlord remains responsible for any spills or discharges or hazardous substances or wastes at the Premises which occur during the term of this Lease.

Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no obligations or responsibility for any adverse environmental condition or any environmental contamination which did not directly result from an act or omission of Tenant during the term of its occupancy of the Premises. The

Lease does not prohibit Tenant from utilizing, storing or generating hazardous materials at the Premises for the Tenant's permitted uses as described in the Lease, so long as Tenant complies with all applicable legal requirements concerning the use, storage and/or generation of such hazardous materials.

- (vi) Should the Tenant cause or permit any intentional or unintentional action or omission which results in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances," as such term is defined in RCRA, into waters or onto lands of the State of Ohio or into waters outside the jurisdiction of the State of Ohio resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air or other resources owned, managed or held in trust or otherwise controlled by the State of Ohio, without having a permit issued by the appropriate governmental authorities, the Tenant shall promptly clean up the same in accordance with the provisions of the Federal and State laws, as they may be amended from time to time, governing same.
 - (vii) Upon the expiration of the term of this Lease, or the earlier termination thereof, whichever shall be the first to occur, Tenant shall forthwith remove all hazardous wastes and substances generated by Tenant from any portion of the Premises. Landlord shall have the right to inspect the Premises with regard to the management and disposal of hazardous substances and wastes at all reasonable times during the term of this Lease and any extensions or renewals thereof.
 - (viii) The provisions of this section shall survive the expiration or termination for any reason of this Lease.
- (L) Force Majeure. In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant), or prevented from using the Premises as intended in Section 5, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Premises, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay and/or the period for the performance of any such act shall be extended for a reasonable period.
- (M) Subsequent Sale or Transfer. If Landlord sells the Premises, Landlord shall take reasonable measures to ensure a resulting purchase agreement preserves Tenant's leasehold interest in the Premises for the duration of the lease term, such that the purchaser assumes the same covenants and responsibilities as Landlord under this Lease. Should Landlord sell or assign its interests in the Premises for the benefit of creditors, either by voluntary or involuntary proceedings, or if otherwise a receiver

should be appointed by any court of competent jurisdiction, the occurrence of such an event shall be deemed a material breach of this Lease unless prior written consent is provided by Tenant or Tenant's leasehold interest remains intact.

- (N) Property Taxes. If any property taxes are attributed to the leased property due to Lessee's occupancy, then Lessee will be required to reimburse associated costs to Lessor within thirty (30) days.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed, as of the date and year first written.

LANDLORD: THE CITY OF BEACHWOOD

By: Merle S. Gorden

Name: MERLE S. GORDEN

Its: MAYOR

Date: 3-15-17

Approved as to Form:

Hope Jones
City Law Department
Hope Jones, Law Director
25325 Fairmount Boulevard
Beachwood, OH 44122
216-595-5462

TENANT: M4/MOTORS, INC., d/b/a BUICK GMC

By: Bernardo Mon

Name: Bernardo Mon

Its: President

Date: 3/15/17

and

By: _____

Name: _____

Its: _____

Date: _____

Crestmont Buick GMC (Formerly Buick GMC of Beachwood)
25975 Central Parkway
Beachwood, OH 44122

24 February 2020

Diane Calta
Law Director
City of Beachwood
25325 Fairmont Blvd
Beachwood, OH 44122

Dear Diane:

Thank you kindly for your prompt response and attention to the matter.

We would like to formally request the following things:

1. The ability to store "Lease Return Vehicles" in addition to the new vehicles we currently keep at the storage lot- Mind you lease vehicles are typically 1-3 years old, and to the average eye would be mistaken for new vehicles. These vehicles would not be marketed, demonstrated, or sold- and they would be guaranteed to be free of any visible damage i.e. body damage, leaking fluids, decals, rust etc.
2. The extension of the current lease offered to M4 Motors (Buick GMC of Beachwood), containing the same terms, with the exception of the aforementioned addendum.

Thank you again for your consideration, and your attention in this matter.

Sincerely,

Timothy D Takacs



General Manager

Crestmont Buick GMC (Formerly Buick GMC of Beachwood)
(440)567-8014
ttakacs@crestmontautogroup.com

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CITY OF BEACHWOOD, OHIO BUILDING CODE

WHEREAS, in response to requests from property owners and pursuant to discussions among Administrative Staff, Council, and the Planning and Zoning Commission, the City's Planner has recommended various amendments to the text of the City's Building Codes; and

WHEREAS, this Council finds that such amendments promote the public health, safety and welfare by providing better control and easier interpretation.

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 hereby amends the City of Beachwood, Ohio Building Code as is more fully set forth in the proposed amendments which are attached hereto and incorporated herein as "Exhibit A".

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

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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020, and filed it with the Clerk.

Mayor

CODIFIED ORDINANCES OF BEACHWOOD

PART THIRTEEN - BUILDING CODE

TITLE ONE - Building Standards

- ~~Chap. 1301. Regional Building Code. (Repealed)~~
- Chap. 1303. Residential Code of Ohio.
- Chap. 1307. Ohio Building Code - Ohio Plumbing Code - Ohio Mechanical Code.

TITLE THREE - Miscellaneous Building Regulations

- Chap. 1311. Air Conditioning.
- Chap. 1312. Emergency/Stand-By Power Generation.
- Chap. 1313. Certificates of Occupancy; Occupancy Permits.
- ~~Chap. 1315. Curbs, Sidewalks, Streets and Utilities.~~
- Chap. 1317. Driveways.
- ~~Chap. 1319. Fences. (Repealed)~~
- ~~Chap. 1321. Fire Limits.~~
- Chap. 1322. Flood Damage Reduction.
- ~~Chap. 1323. Garages.~~
- ~~Chap. 1325. Garbage Disposal Units.~~
- Chap. 1327. House Moving.
- Chap. 1329. Permits, Fees and Deposits.
- ~~Chap. 1331. Signs. (Repealed)~~
- ~~Chap. 1333. Space Requirements.~~
- Chap. 1335. Swimming Pools.
- Chap. 1337. Temporary, Portable Structures.

TITLE FIVE - Housing Code (Residential Exterior Maintenance Code)

- Chap. 1351. General Provisions and Definitions.
- Chap. 1353. Administration, Enforcement and Penalty.
- Chap. 1355. Basic Standards for Residential Occupancy.

TITLE SEVEN - Commercial Structural Maintenance Code

- Chap. 1371. General Provisions and Definitions.
- Chap. 1373. Administration, Enforcement and Penalty.
- Chap. 1375. Basic Standards for Commercial Occupancy.

TITLE NINE - Rental Properties

- Chap. 1391. Certificate of Rental Occupancy.
- Chap. 1393. Inspections of Single Family Residential Rental Properties.

CODIFIED ORDINANCES OF BEACHWOOD

PART THIRTEEN - BUILDING CODE

TITLE ONE- Building Standards

~~Chap. 1301. Regional Building Code. (Repealed)~~

Chap. 1303. Residential Code of Ohio.

Chap. 1307. Ohio Building Code - Ohio Plumbing Code -
Ohio Mechanical Code.

~~CHAPTER 1301
Regional Building Code~~

~~EDITOR'S NOTE: This chapter was repealed by Ordinance 1986-28, passed March 3,
1986.~~

CHAPTER 1303
Residential Code of Ohio

- 1303.01 Adoption.
- 1303.02 File and distribution copies.
- 1303.03 Interpretation.
- 1303.04 Conflict.

- 1303.05 Construction vehicle staging area.
- 1303.06 Planning and Zoning Commission to hear appeals.
- 1303.99 Penalty.

CROSS REFERENCES

Building Department; Commissioner of Buildings - see ADM. Ch. 143
Commissioner of Buildings to act as Building Official - see ADM. 143.04(a)
Construction and operation permit fees - see BUS. REG. 705.01
Private disposal systems - see S. & P.S. Ch. 917
Review of plans by Fire Prevention Officer - see FIRE PREV. 1503.11

1303.01 ADOPTION.

There is hereby adopted for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of one and two family dwellings and appurtenant structures, including permits and penalties, that certain building code, known as the Residential Code of Ohio, as regulated by the Ohio Board of Building Standards, save and except such portions as are hereinafter added, modified or deleted. Any amendments to such Code or any new edition of such Code shall automatically be adopted by reference.
(Ord. 2016-45. Passed 3-7-16.)

1303.02 FILE AND DISTRIBUTION COPIES.

One copy of the Building Code known as the Residential Code of Ohio, adopted in Section 1303.01, shall be on file with the Clerk of Council and one copy shall be on file in the Cuyahoga County Law Library. The Clerk of Council shall make copies available for distribution to the public at the cost of reproduction and distribution.
(Ord. 2016-45. Passed 3-7-16.)

1303.03 INTERPRETATION.

Wherever titles, words and phrases are used in portions of the Residential Code of Ohio adopted in Section 1303.01, such terms shall be construed to mean equivalent officer, word or phrase applicable to the Municipality.
(Ord. 2016-45. Passed 3-7-16.)

1303.04 CONFLICT.

In the event of a conflict between any provisions of the Residential Code of Ohio, as adopted in Section 1303.01, and a provision of the Ohio Building Code, as adopted in Chapter 1307, and the provisions of the Residential Code of Ohio, as adopted in Section 1303.01, or any other applicable ordinance, code or regulation adopted by the City, the more restrictive provisions shall control.
(Ord. 2016-45. Passed 3-7-16.)

1303.05 CONSTRUCTION VEHICLE STAGING AREA.

(a) For the purpose of controlling the migration of construction site soils from such construction sites onto the City streets and roadways, all residential and commercial construction sites must have a suitably sized "construction vehicle staging" area. Such area shall be subject to the approval and direction of the City Engineer and shall be project specific in dimension.

(b) Such staging area must be installed, inspected and approved by the City Engineer prior to delivery of any construction materials or equipment (other than such materials and equipment necessary to construct the staging area itself). Only clearing, grubbing, topsoil removal and grading essential to the construction of the staging area itself will be permitted prior to such approval by the City Engineer.

(c) Materials for such staging areas shall have a minimum depth of six inches of ODOT 703 size #1, aggregate or larger. However, the City Engineer may approve other materials for such staging areas. Slag is prohibited. Streets must be broom cleaned daily, if necessary.
(Ord. 2002-153. Passed 10-7-02.)

1303.06 PLANNING AND ZONING COMMISSION TO HEAR APPEALS.

The Planning and Zoning Commission shall possess and perform those powers and duties of the Board of Building Code Appeals set forth in the Residential Code of Ohio.
(Ord. 2016-45. Passed 3-7-16.)

1303

~~1303.99 PENALTY.~~

~~(EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1307
Ohio Building Code -
Ohio Plumbing Code -
Ohio Mechanical Code

- 1307.01 Adoption by reference;
enforcement; conflicts.
- 1307.02 Intent.

1307.03 File and distribution copies.

~~1307.99 Penalty.~~

CROSS REFERENCES

Adoption of technical codes by reference - see Ohio R.C. 731.231

Ohio Building Code - see Ohio R.C. 3781.10

Department of Buildings - see ADM. Ch. 143

Permits; fees and deposits - see BLDG. Ch. 1329

1307.01 ADOPTION BY REFERENCE; ENFORCEMENT; CONFLICTS.

The Ohio Building Code, the Ohio Plumbing Code, and the Ohio Mechanical Code, are hereby adopted by reference and shall be enforced by the Building Department of the City. Any amendments to such Codes or any new edition of such Codes shall automatically be adopted by reference. In the event of a conflict between any City ordinance or code, and the Ohio Building Code, Ohio Plumbing Code, and Ohio Mechanical Code, then the Ohio Building Code, Ohio Plumbing Code and Ohio Mechanical Code shall be enforced.
(Ord. 2016-45. Passed 3-7-16.)

1307.02 INTENT.

(a) The intent of the Ohio Building Code, as adopted in Section 1307.01, is to establish uniform minimum requirements for the erection, construction, repair, alteration, and maintenance of buildings, including construction of industrialized units. Such requirements shall relate to the conservation of energy, safety, and sanitation of buildings for their intended use and occupancy with consideration for the following:

- (1) Performance. Establish such requirements, in terms of performance objectives for the use intended.
- (2) Extent of use. Permit to the fullest extent feasible, the use of materials and technical methods, devices, and improvements which tend to reduce the cost of construction without affecting minimum requirements for the health, safety and security of the occupants of buildings without preferential treatment of types or classes of materials or products or methods of construction.
- (3) Standardization. To encourage, so far as may be practicable, the standardization of construction practices, methods, equipment, material and techniques, including methods employed to produce industrialized units.

(b) The intent of the Ohio Mechanical Code as adopted in Section 1307.01, shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators, and other energy-related systems.

(c) The intent of the Ohio Plumbing Code as adopted in Section 1307.01, shall apply to the installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.
(Ord. 2002-45. Passed 2-4-02.)

1307.03 FILE AND DISTRIBUTION COPIES.

At least one copy of the Ohio Building Code, as adopted in Section 1307.01, is on file with the Clerk of Council for inspection by the public. At least one copy is also on file in the County Law Library. In addition, the Clerk of Council shall keep copies available for distribution to the public, at cost. (Ord. 2002-45. Passed 2-4-02.)

~~1307.99 PENALTY.~~
~~(EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

TITLE THREE - Miscellaneous Building Regulations

Chap. 1311. Air Conditioning.

Chap. 1312. Emergency/Stand-By Power Generation.

Chap. 1313. Certificates of Occupancy; Occupancy Permits.

~~Chap. 1315. Curbs, Sidewalks, Streets and Utilities.~~

Chap. 1317. Driveways.

~~Chap. 1319. Fences. (Repealed)~~

~~Chap. 1321. Fire Limits.~~

Chap. 1322. Flood Damage Reduction.

~~Chap. 1323. Garages.~~

~~Chap. 1325. Garbage Disposal Units.~~

Chap. 1327. House Moving.

Chap. 1329. Permits, Fees and Deposits.

~~Chap. 1331. Signs. (Repealed)~~

~~Chap. 1333. Space Requirements.~~

Chap. 1335. Swimming Pools.

Chap. 1337. Temporary, Portable Structures.

CHAPTER 1311

Air Conditioning

1311.01 Exterior compressors for central system.

~~1311.99 —Penalty.~~

CROSS REFERENCES

Air conditioning contractor; registration fee - see BUS. REG. 705.01

Air conditioning for commercial structures and multiple-family dwellings -
see BLDG. 1375.19

1311.01 EXTERIOR COMPRESSORS FOR CENTRAL SYSTEM.

No exterior air conditioning air compressor for a central air conditioning system shall be installed in any residential district on any subplot in the City until an application is made to the Building Commissioner, accompanied by a sketch which shows compliance with the conditions set forth in subsections (a) through (c) hereof, and a permit is issued by him. Such sketch shall show that:

- (a) Such unit is located at the side or rear of the residence;
- (b) Such unit is placed on such subplot no closer than seven (7) feet from either subplot side line or ten (10) feet from the rear line;
- (c) Such unit is situated so as to exhaust into the interior of such subplot; and
- (d) Such unit is screened from view from the public right of way by means of a landscape buffer. (Ord. 1999-195. Passed 8-7-00.)

~~———— 1311.99 PENALTY.~~

~~———— (EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1312
Emergency/Stand-By Power Generation

- 1312.01 Intent.
- 1312.02 Permit required.
- 1312.03 Residential location requirements.

- 1312.04 Non-residential location requirements.
- 1312.05 Application requirements.
- 1312.06 Approval of permits.

1312.01 INTENT.

The intent of this chapter is to enable the location of energy generation facilities on properties where such facilities do not create adverse conditions or impacts on neighboring properties. (Ord. 2004-56. Passed 6-21-04.)

1312.02 PERMIT REQUIRED.

No person shall place, construct, connect, or operate, or permit the placement, construction, connection, or operation of, any electrical power generation equipment or facility for the purpose of providing emergency and/or stand-by power, either permanent or temporary, on any property in the City without first obtaining a permit from the Building Commissioner pursuant to the provisions of this chapter. (Ord. 2004-56. Passed 6-21-04.)

1312.03 RESIDENTIAL LOCATION REQUIREMENTS.

Electrical power generators in residential use districts shall only be located in compliance with the following requirements:

- (a) Generators shall be located in the side or rear yard.
 - (b) Generators shall be placed a minimum of twenty (20) feet from the rear lot line and five (5) feet from any side lot line.
 - (c) Generators shall be screened from view from public rights-of-way and adjacent properties by means of a landscape buffer fence, or other approved screening.
 - (d) Generators shall contain sound attenuation equipment sufficient to ensure that the noise level produced during operation shall not exceed 75 db measured at the nearest property line.
 - (e) Generators shall be situated so as to exhaust into the interior of the lot on which they are located.
 - (f) Generators shall be installed in conformance with the manufacturer's specifications.
 - (g) Generators shall be fueled by natural gas.
- (Ord. 2016-33. Passed 2-16-16.)

1312.04 NON-RESIDENTIAL LOCATION REQUIREMENTS.

Electrical power generators in non-residential use districts shall only be located in compliance with the following requirements:

- (a) Generators other than rooftop or interior units shall be located in rear or side yards.
 - (b) Generators shall be placed a minimum of ten (10) feet from any non-residential lot line and twenty (20) feet from any residential lot line.
 - (c) Generators shall be situated so as to exhaust into the interior of the lot on which they are located.
 - (d) Generators shall be screened from view from public rights-of-way and adjacent properties by means of a landscape buffer fence, or other approved screening.
 - (e) Generators shall be placed in sound attenuation enclosures sufficient to ensure that the noise level produced by all of the generators on the site during simultaneous operation does not exceed 80 db measured at any non-residential property line and 75 db at any residential property line.
 - (f) Generators shall be installed in conformance with the manufacturer's specifications.
 - (g) Diesel generators with integral fuel tanks of double wall construction shall be permitted.
- (Ord. 2004-56. Passed 6-21-04.)

1312.05 APPLICATION REQUIREMENTS.

Applications to the Building Commissioner for installation of generators shall include:

- (a) Two copies of a site plan showing:
 - (1) The exact location of the generator, including measurements to property lines, structures, etc.
 - (2) The location of any window, vents, air intakes, etc.
 - (3) A landscape screening plan, showing quantities and types of plant material existing and to be planted, or other screening materials to be used.
 - (4) A signed statement from the owner specifying the date by which the landscaping will be completed.
- (b) Two copies of the floor plan of the residence or non-residential building showing:
 - (1) All fuel or gas piping and valves from unit to existing source with the type and size of piping, burial depth requirements, etc.
 - (2) Evidence that the piping and fuel supply plans meet the manufacturer's specifications, National Fuel Gas Code, NFPA, and EPA requirements.
 - (3) Electrical panel location including the transfer switch and any other electric equipment associated with the unit, including disconnecting means.
 - (4) The type and size of electrical wiring, burial depth requirements, and location of all wiring from unit to source, to unit, to distribution panel.
 - (5) Evidence that the electrical plans meet manufacturer's specifications and current National Electrical Code.
- (c) A copy of the manufacturer's specifications for installation, including clearance requirement data, and sound attenuation requirements.
- (d) The property owner must be the applicant for the proposed installation.
(Ord. 2004-56. Passed 6-21-04.)

1312.06 APPROVAL OF PERMITS.

The Building Commissioner may, where it is determined that proposed generators comply with all of the criteria of this chapter, that no required parking space or similar site feature is being eliminated, and that the amount of open space will not be reduced below the minimum required standards for the use district, issue a permit for the installation of such facilities without referral to the Planning and Zoning Commission, otherwise applications for energy generation facilities shall be referred to the Planning and Zoning Commission for final site plan approval.
(Ord. 2004-56. Passed 6-21-04.)

CHAPTER 1313
Certificates of Occupancy; Occupancy Permits

- 1313.01 Certificates generally.
- 1313.02 Sidewalks or cash bond
required before issuance.
- 1313.03 House numbers required.
- 1313.101 Permit required.
- 1313.102 Application.
- 1313.103 Inspection prior to issuance.
- 1313.104 Issuance.

- 1313.105 Applicability.
- 1313.106 Fees.
- 1313.107 Premises defined.
- 1313.108 Expiration of permit.
- 1313.109 Appeal.
- 1313.110 Liability of City.
- 1313.111 Effective date.
- ~~1313.99 Penalty.~~

CROSS REFERENCES

Power to regulate building numbering - see Ohio R.C. 715.26
~~Sidewalk construction regulations—see BLDG. 1315.01~~
~~Garage construction required—see BLDG. 1323.01(b)~~
~~Space requirements—see BLDG. Ch. 1333~~
 Starting activity without permit - see ADM. 143.05
 Basic standards for commercial occupancy - see BLDG. Ch. 1375

1313.01 CERTIFICATES GENERALLY.

(a) New Buildings. No building hereafter erected shall be occupied or used, in whole or in part, until a certificate of occupancy certifying that such building conforms to the provisions of this Building Code has been issued by the Building Commissioner and posted on the premises.

(b) Buildings Hereafter Altered. No building hereafter enlarged or extended, or so altered, wholly or in part, as to change its classification of occupancy, and no building hereafter for which a certificate of occupancy has not been heretofore issued, and no building heretofore not used as a dwelling house for persons, shall be occupied or used, in whole or in part, until a certificate of occupancy has been issued by the Building Commissioner, certifying that the work for which a permit was issued has been completed in accordance with the provisions of this Building Code, or that the building complies with the provisions of this Building Code and with other ordinances of the City in force and effect. However, if the occupancy or use of such building was not discontinued during the work of alteration, the occupancy or use of the building shall not continue for more than thirty days after completion of the alteration unless **a new** ~~such~~ certificate has been issued.

(c) Temporary Occupancy. Upon request of the holder of a permit, or of the owner, the Building Commissioner may issue a temporary certificate of occupancy for part of a building, provided that such temporary occupancy or use would not jeopardize life or property.

(d) Issuance and Filing. A certificate of occupancy shall be issued within five days after written application therefor, if at the time of such application the building shall be entitled thereto. Copies of certificates of occupancy shall be furnished, on request to persons having a proprietary interest in the building.

(e) Existing Buildings. Nothing in this Building Code shall require the removal, alteration or abandonment of, nor prevent the continuance of the use and occupancy of a lawfully existing building, except as may be necessary for the safety of life or property. Upon written request from the owner, the Building Commissioner shall issue a certificate of occupancy for an existing building certifying, after verification by inspection, the occupancy or use of such building, provided that at the time of issuing such certificate there are no violations of law or orders of the Building Commissioner pending. (1964 Code Sec. 91.06)

1313.02 SIDEWALKS OR CASH BOND REQUIRED BEFORE ISSUANCE.

Every improved lot in the City shall have a sidewalk across the entire frontage of the lot, within the right of way, five feet in width, located, constructed and maintained in accordance

with standards established by the City Engineer. Any street or part of a street with existing single-family residences not having sidewalks on the date of adoption of this section shall not be required to comply until the further order of Council. Before any certificate of occupancy is issued by the Building Commissioner for any new building, a sidewalk shall first be constructed and installed across the entire frontage of the lot. If the ~~Building Commissioner~~City Engineer determines that compliance is impossible as a result of weather conditions, then the ~~Commissioner~~City Engineer ~~shall~~may require the applicant for a certificate of occupancy to deposit a cash bond with the City for the cost for constructing the said sidewalk. Such bond shall be deposited with the Finance Director, subject to his or her rules and regulations. The ~~Building Commissioner~~City Engineer shall direct the property owner to construct and install the required sidewalk at the earliest time that weather conditions permit. In the event that the property owner defaults, after thirty days written notice, the City may use the cash bond to install the sidewalk. If any balance remains, it shall be promptly returned to the owner. If the amount of the bond is insufficient, the ~~Building Commissioner~~City Engineer shall give thirty days written notice to the property owner to pay the outstanding balance, and, if unpaid, the said sum shall be referred to the Law Director for collection.
(Ord. 1990-155. Passed 12-3-90.)

1313.03 HOUSE NUMBERS REQUIRED.

One to three-family residences and attached houses in Class U-2A Zoning Districts shall have and maintain street address numbers assigned by the Building Commissioner. House numbers shall meet the following standards:

- (a) Numbers shall be numerical, not script, and be a contrasting color to the building for visibility.
- (b) Numbers shall not be less than three and one-half nor more than eight inches in height, shall be located on the part of the structure nearest to the public or private street that the structure fronts on and shall be adjacent to the front entrance.
- (c) Numbers must be clearly visible from the public or private street that the residence fronts on, shall have no obstruction (including shrubbery or trees) and shall be located more than five feet above the ground.
- (d) Homes with mailboxes on the roadway, except for group boxes, shall have numbers on both sides of the box and the box shall be located on the same lot as the home.
- (e) The Building Commissioner is hereby authorized to permit or require a property owner to locate house numbers in an alternative location to improve visibility, and may require the size of the numbers to be increased to improve visibility.
(Ord. 1993-129. Passed 11-21-94.)

1313.101 PERMIT REQUIRED.

No occupant, operator, lessor or owner of any dwelling structure, dwelling or dwelling unit shall convey, lease, rent or otherwise change the ownership or occupancy, and no person shall commence the occupancy of such dwelling structure, dwelling or dwelling unit unless an occupancy permit therefor shall first have been obtained from the Building Commissioner, which is in effect and not cancelled.
(Ord. 1973-24. Passed 3-19-73.)

1313.102 APPLICATION.

Application for an occupancy permit required by Section 1313.101 shall be made on a form prescribed by the Building Commissioner by any person having a pecuniary interest in the conveyance, lease, rental or other change in the ownership or occupancy, of a dwelling structure, dwelling or dwelling unit, including, but not limited to, an occupant, operator, owner, seller, purchaser, lessor or lessee, and further including, but not limited to, real estate brokers, lending institutions and title companies, who participate in a transaction in which an occupancy permit is required, and shall include, but not be limited to, the following information:

- (a) The street address of the dwelling structure, dwelling or dwelling unit or other description sufficient to identify the portion of such premises if the entire structure is not involved.
- (b) The name and address of the occupant, operator, lessor, owner, and the telephone number where such person may be reached during normal business hours.
- (c) The name, address and telephone number of the prospective recipient of the

conveyance, lessee or other prospective occupant and the number of prospective occupants, if such information is available.

- (d) A statement as to the mode of change in ownership or occupancy and the proposed date of occupancy.
- (e) A statement by the applicant as to any changes made or proposed to be made in the structure itself, of which he has knowledge.
(Ord. 1973-24. Passed 3-19-73.)

1313.103 INSPECTION PRIOR TO ISSUANCE.

Upon application for an occupancy permit, the Building Commissioner shall forthwith cause to be made an inspection of the premises which is the subject of such application. Such inspection shall be made for the purpose of determining compliance or noncompliance with the provisions of the Housing Code, the Building Code and the Zoning Code of the City, and any other ordinances and regulations of the City applicable to the construction, alteration, maintenance, use or operation of dwelling structures, dwellings or dwelling units. The applicant shall cooperate with the Commissioner and his inspectors in arranging for entry into such premises for the purpose of making such inspection, and failure to cooperate shall be grounds for refusal of an occupancy permit. No new occupancy or change in occupancy shall take place prior to the issuance of such occupancy permit.
(Ord. 1973-24. Passed 3-19-73.)

1313.104 ISSUANCE

(a) If, upon inspection of premises, the Building Commissioner determines that it complies with all codes, ordinances and regulations set forth herein, he shall issue the occupancy permit.

(b) If, upon inspection of such premises, the Commissioner determines that there is a violation or violations of the Housing Code, the Building Code or Zoning Code of the City, or other ordinances or regulations of the City applicable to the construction, alteration, maintenance, use or operation of dwelling structures, dwellings or dwelling units or appurtenances thereto, he shall refuse to issue an occupancy permit until such time as the violation or violations are corrected.

(c) All occupancy permits shall be issued in the name of prospective occupant.

(d) Any occupancy permit shall become void under any of the following circumstances:

- (1) If any false statement has been made by the applicant for a permit issued.
- (2) For noncompliance of a structure or its use with the requirements of the Housing Code or other applicable codes, ordinances or regulations.
- (3) For refusal of failure of the occupant, operator, lessor or owner of the premises which is the subject of such permit to comply with the provisions of this Code or a written order of the Building Commissioner issued pursuant to such provisions.
- (4) A change in the occupancy, tenancy or use of a dwelling structure, dwelling or dwelling unit or part thereof covered by the occupancy permit.
(Ord. 1973-24. Passed 3-19-73.)

1313.105 APPLICABILITY.

Any person having a pecuniary interest in the conveyance, lease, rental or other change in the ownership or occupancy of a dwelling structure, dwelling or dwelling unit, including, but not limited to, an occupant, operator, owner, seller, purchaser, lessor or lessee, and further including but not limited to, real estate brokers, lending institutions and title companies, who participate in a transaction in which an occupancy permit is required and is not obtained, shall be subject to the criminal sanctions hereinafter provided.
(Ord. 1973-24. Passed 3-19-73.)

1313.106 FEES.

An application for an occupancy permit shall be accompanied by a fee ~~of fifty dollars (\$50.00) as established by City Council~~ for each dwelling structure, dwelling or dwelling unit, commercial building, structure or tenant space covered by the application. ~~(Ord. 1984-26. Passed 3-5-84.)~~

1313.107 PREMISES DEFINED.

"Premises" as defined for the purpose of this chapter, means a lot, parcel or plot of land, including the buildings, structures, driveways and sidewalks thereon, but not a motel or hotel. (Ord. 1973-24. Passed 3-19-73.)

1313.108 EXPIRATION OF PERMIT.

Any occupancy permit shall expire on any change in occupancy; if the change is within ninety days of the last change in occupancy, the Building Commissioner may waive reinspection and/or the required permit fee. (Ord. 1973-24. Passed 3-19-73.)

1313.109 APPEAL.

Any applicant, upon refusal of the Building Commissioner to issue an occupancy permit, may appeal such decision to the Planning and Zoning Commission by serving upon its Clerk a notice of appeal in writing within fifteen (15) days of the Building Commissioner's refusal. (Ord. 1999-195. Passed 8-7-00.)

1313.110 LIABILITY OF CITY.

The City, by the issuance of an occupancy permit, in no way guarantees or insures the holder thereof or the subsequent occupant of the premises, or any other interested party, that there is not a violation and/or violations of the Housing Code, the Building Code or Zoning Code of the City, or other ordinances or regulations of the City, applicable to the construction, alteration, maintenance or operation of dwelling structures, dwellings or dwelling units or appurtenances thereto. (Ord. 1973-24. Passed 3-19-73.)

~~1313.111 EFFECTIVE DATE.~~

~~Sections 1313.101 to 1313.111 shall not apply to any contract for the conveyance, lease or rental of any real estate or the change of ownership or occupancy of any real estate made prior to the effective date of Ordinance 1973-24, passed March 19, 1973. (Ord. 1973-24. Passed 3-19-73.)~~

~~1313.99 PENALTY.~~

~~(EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

NOTE- THIS CHAPTER SHALL BE MOVED TO NEW CHAPTER 902

CHAPTER 1315

Curbs, Sidewalks, Streets and Utilities

- ~~1315.01 Protection during construction,~~
- ~~excavating, grading; removal of~~
- ~~debris; deposit.~~
- ~~1315.02 Curb cutting.~~

~~1315.03 — Construction of City owned or
dedicated land.
1315.99 — Penalty.~~

~~CROSS REFERENCES~~

~~Sidewalks and gutters — see Ohio R. C. 729.01 et seq.
Sidewalk obstructions, damage — see GEN. OFF. 660.10
Maintenance of sidewalks; snow and ice removal — see
GEN. OFF. 660.05
Sidewalks or cash bond for certificate of occupancy — see
BLDG. 1313.02
Curb cutting permit fees — see BLDG. 1329.03~~

~~1315.01 PROTECTION DURING CONSTRUCTION, EXCAVATING, GRADING; REMOVAL OF DEBRIS; DEPOSIT.~~

~~(a) — Before proceeding with the construction, enlargement, alteration, repair or removal of any building or other structure, in the construction of which it is desired or may be necessary to make use of or to drive across the curb, tree lawn, sidewalk, ditch or culvert, the owner shall construct and maintain a plank driveway, to the approval of the Inspector of Buildings, across and over such curb, tree lawn, sidewalk, ditch or culvert, so that the same shall not be injured or damaged. Before such plank driveway is constructed, and at the time of securing a permit for the construction, enlargements, alteration, repair or removal of any building or other structure, such owner, or his agent shall deposit with the Clerk of the City the sum of one thousand dollars (\$1,000) for all sublots located in a U-1 or U-2 District, and three thousand dollars (\$3,000) for all sublots in all other districts, as a guarantee that such plank driveway will be constructed and maintained, and that if any curb, tree lawn, sidewalk, ditch or culvert is disturbed or broken the same will be replaced as above provided at the cost and expense of the owner. Upon his failure to replace or restore such curb, tree lawn, sidewalk, ditch or culvert, so displaced or broken, to the satisfaction of the Building Commissioner, the Commissioner shall have such work performed and shall pay the cost and expense thereof out of the fund so deposited. In the event the sum so deposited is not sufficient to pay such cost and expense, the owner shall be liable to the City for any balance. However, if such curb, tree lawn, sidewalk, ditch or culvert is left in a condition acceptable to the Commissioner, the fund so deposited shall be returned to such owner, and any part of the fund so deposited remaining after the repairs, if any, are made, as hereinbefore provided, shall be returned to the owner (Ord. 1984-26. Passed 3-5-84.)~~

~~(b) — In addition, the above deposit shall cover any construction involving excavation, grading, filling or the hauling of earth to or from the site of such construction. Upon the completion of the work for which such permit was granted, the applicant shall notify the Commissioner to make an inspection for the purpose of determining what refund, if any, shall be made from the deposit. If it becomes necessary for the Commissioner to make more than one inspection for such purpose, a fee of thirty dollars (\$30.00) shall be charged for each inspection after the first. All charges shall be deducted from the deposit, and the balance shall be refunded subject to the following conditions: The Commissioner or other City official shall cause to be removed all earth, debris or building materials which may be placed, left or permitted to remain on any pavement, sidewalk or tree lawn in the City in the course of the work for which such permit is granted, or on any private property in the City without proper permission. The cost of such removal shall be charged against the applicant, and the deposit shall be paid into the City Treasury for the use of the General Fund. Any balance remaining shall be refunded to the applicant as aforesaid. If the cost is greater than the deposit, the applicant shall be billed for the unpaid portion, and, if not paid in ten days from billing, the matter shall be referred to the Law Director for collection. (Ord. 1990-151. Passed 12-3-90.)~~

~~1315.02 CURB CUTTING.~~

~~———— (a) — Any person desiring to have curbing cut out in any public street or highway in front of any lot of which he is the owner or lawful occupant, may make application therefor to the Building Commissioner. Upon such applications being made and the payment of the fee required by Section 1329.03, the Inspector shall promptly cause such curb to be cut, provided that the cut can be lawfully made. The curb shall be cut only in the manner prescribed by Council.~~

~~———— (b) — When curbing is cut for driveway purposes, and such driveway is to be constructed or paved, the cutting of the curb must be completed prior to the paving of the driveway.
(1964 Code §93.13)~~

~~———— 1315.03 CONSTRUCTION OF CITY OWNED OR DEDICATED LAND.~~

~~———— (a) — No person shall enter upon land owned by the City or dedicated for a street or utility right of way for the purpose of construction or reconstruction thereof without first having obtained a permit from the Building Commissioner. The Building Commissioner shall not issue such a permit, except for sudden emergency, unless and until the plans for the construction or reconstruction of any street, highway, sanitary sewer, storm sewer and water line, together with the appurtenances thereto, have been approved by a resolution of Council.~~

~~———— (b) — Council shall, prior to approval of such plans, have a report from the City Engineer that the proposed construction or reconstruction is in accordance with applicable engineering standards; shall find that the improvement as it is proposed is not detrimental to the public health or safety and is consistent with all of the applicable laws of the City and other applicable governmental standards; and shall require sufficient insurance and bonds guaranteeing that the proposed improvement will be constructed to completion in accordance with the approved plans and that the applicant will preserve and protect the City from any claims and demands.~~

~~———— (c) — Council shall attach such other conditions and requirements to the development as the submitted plans and specifications may require for the benefit of the City, its residents, the present and/or future users of such improvement and other affected persons. Such resolution of approval shall become void within six months unless all of the conditions precedent to the improvement have been met in full and actual construction or reconstruction has begun. Council may for good cause extend such six month limitation.~~

~~———— (d) — Council may refer an application for such improvement to the Planning and Zoning Commission for further study and may employ consultants as required. The total cost of any such improvement, not constructed by the City, shall be paid for by the applicant, including all of the City's costs and expenses incidental thereto, for which the applicant must post an advance security deposit. Council may approve tap-in restrictions on those not participating in the cost of such improvement upon such terms and conditions as Council may direct.
(Ord. 1974-81. Passed 6-3-74.)~~

~~———— 1315.99 PENALTY.~~

~~———— (EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1317
Driveways

- 1317.01 Temporary driveways.
- 1317.02 Permit and deposit required;
drainage facilities.

1317.03 Permanent driveway aprons.
~~1317.99 Penalty.~~

CROSS REFERENCES

Digging, excavating and piling earth on streets - see Ohio R. C. 5589.10
~~Garages—see BLDG. Ch. 1323~~
Driveway construction permit fee - see BLDG. 1329.03
Starting work without permit - see ADM. 143.05
Driveways for commercial structures and multiple-family dwellings -
see BLDG. 1375.11(b)

1317. 01 TEMPORARY DRIVEWAYS.

Before commencing the excavation, construction or erection of any building pursuant to a permit issued in conformity to this Building Code, the owner of the property upon which such building is to be erected, his contractor or agent, shall first install a temporary driveway upon such property of suitable gravel or slag or other material, subject to the approval of the Building Commissioner or the Assistant Building Commissioner so that trucks and vehicles driving onto and off of such property shall not collect upon their tires or wheels such dirt, mud, soil or other substances as might otherwise be deposited upon the streets of the City. Such temporary driveway shall be of such width, length and depth and of such materials as to accomplish the purpose of this Building Code, so as to protect the public streets of the City. If the Building Commissioner finds that such temporary driveway has not been constructed or maintained to accomplish such purpose, a stop-work order may be issued by the Inspector or his assistant in accordance with the provisions of this Building Code. (1964 Code Sec. 93.11)

1317.02 PERMIT AND DEPOSIT REQUIRED; DRAINAGE FACILITIES.

(a) No person shall construct any driveway, private road or other form of access to existing roads or streets within the City without first having obtained a permit therefor from the Assistant Building Commissioner. ~~The fee prescribed in Section 1329.03 shall be paid by every such person before a permit shall be issued. (1964 Code Sec. 93.12)~~

~~(b) At the time of obtaining a permit for the construction of any such driveway facility, the person applying therefor shall first deposit with the Finance Director the sum of five hundred dollars (\$500.00) as a guarantee that such driveway facility and drainage facility incident thereto shall be constructed and installed in compliance with the provisions and requirements of this chapter. (Ord. 1982-55, Passed 5-3-82.)~~

(~~e~~b) The installation of any such driveway, private road or other form of access connecting to any existing road or street within the City shall be performed and completed subject to the following provisions:

- (1) There shall be provided as a part of such construction, suitable drainage facilities by means of corrugated pipe of a minimum size of twelve inches in diameter.
- (2) Such drainage pipe shall be installed in the existing road ditch at approximately the center line thereof and across the entire width of such driveway or other form of access and shall extend a distance of at least two feet beyond each side of such access facility.
- (3) The grade thereof shall be as determined by the Assistant Building Commissioner and the flow line of such drainage facility shall correspond to the existing flow line of such ditch.
- (4) The installation thereof shall be subject at all times to the inspection and final approval of the Assistant Commissioner, who may require the installation of drainage facility pipe in excess of twelve inches in diameter in any case where such additional capacity is necessary in order to provide adequate and suitable drainage as may be determined by the City Engineer. (1964 Code Sec. 93.12)

~~(d) If such drainage facility is not installed to the satisfaction of the Assistant Inspector of Buildings, he may have the work performed, repaired or replaced and shall pay the cost and expense thereof out of the aforesaid deposit of five hundred dollars (\$500.00). If any curb, tree lawn or sidewalk is disturbed or broken, the same shall be replaced or repaired at the cost and expense of the owner of the property involved or his contractor. Upon the failure to replace such curb, tree lawn or sidewalk, the Assistant Building Commissioner may have such work performed and shall pay the cost and expense thereof out of the aforesaid five hundred dollar (\$500.00) deposit. Upon the completion of the work, the permittee shall notify the Assistant Commissioner, who shall then authorize the refund of the aforesaid five hundred dollar (\$500.00) deposit by the Finance Director, less any expenditures made therefrom as provided herein. Such refund of deposit or balance thereof shall be made not less than sixty days following the completion of the work. (Ord. 1982-55. Passed 5-3-82.)~~

1317.03 PERMANENT DRIVEWAY APRONS.

(a) Definitions.

- (1) Drive apron is that portion of the driveway from the edge of City roadway pavement or curb line to the public right-of-way/property line including any sidewalk area within these limits.
- (2) The abbreviation CMS refers to the Ohio Department of Transportation Construction and Material Specifications, latest edition.

(b) Standards. All driveway apron pavement, new or replacement shall be constructed of reinforced Portland cement concrete on a prepared subbase.

- (1) Reinforcement concrete materials and methods of construction shall conform to the requirements of CMS Item 451-Reinforced Portland Cement Concrete with the following modifications:
 - A. Reinforcing steel shall be 6x6-W4xW4 (58 pounds per 100 square feet) welded steel wire fabric conforming to CMS 709.10. Steel reinforcement shall be placed at middepth of the slab thickness. Polypropylene fiber reinforced concrete may be used for that portion of the driveway within the public right-of-way upon submittal to and written approval of a concrete mix design by the Staff Engineer.
 - B. Minimum thickness of pavement shall be 6 inches for a U-1 Single Family House District. All other driveway aprons shall be a minimum of 8 inches thick.
 - C. The sidewalk area within the limits of the driveway apron shall be finished to obtain a sandy texture and meet depth and reinforcing requirements of the apron.
- (2) Subbase materials and methods of construction shall conform to the requirements of CMS Item 304-Aggregate Base with the following modifications:
 - A. Subbase material shall be Size No. 8 Limestone screenings minimum 3" thick. Slag products shall not be used.
 - B. Subgrade shall be prepared and compacted in accordance with CMS 204-Subgrade Compaction and Proof Rolling.
 - C. Excavation or embankment shall be in accordance with CMS 203-Roadway Excavation and Embankment.
- (3) Width at right-of-way line.
 - A. New driveway apron: Minimum 10 feet for U-1 Single Family House District. For all other zoning districts see Zoning Code.
 - B. Existing driveway apron: Match existing drive width.
- (4) At the edge of pavement or curb line the driveway apron shall be widened to provide a flair on each side of a U-1 Single Family House District driveway per the following criteria:

Tree Lawn Width	Flair Width
4 feet or less	2 feet each side

Greater than 4 feet to 6 feet	3 feet each side
Greater than 6 feet	4 feet each side

The Staff Engineer or Building Inspection Department shall approve flair treatment for all other driveways prior to construction. The flair shall transition to the normal drive width at the face of sidewalk or if no sidewalk exists to the normal drive width at the right-of-way line.
(Ord. 2004-111. Passed 8-16-04.)

(5) Edge of pavement treatment.

- A. Aprons are to be a maximum of 1 inch to a minimum $\frac{3}{4}$ inches above pavement grade at the edge of pavement or curb gutter line, except on pavements with a “rolled/sloping” type curb.
- B. On pavements without curb the apron at the pavement edge is be level with the pavement edge.
- C. On pavements with existing curb the maximum of 1 inch to a minimum $\frac{3}{4}$ inches lip/drop curb shall be obtained by using a horizontal saw to neatly cut the existing curb. Transition from existing curb height to the drop curb shall be made in the first 12 inches of the apron flair. The transition within the flare shall be rolled out to the point the flare terminates at the normal drive width.
(Ord. 2013-36. Passed 3-18-13.)
- D. On pavement with “rolled/sloping” type curb, drop curb at the driveway apron is not required.
- E. Damaged or deteriorated curbs within the limits of the width of the driveway apron including the driveway apron flair shall be carefully removed by saw cutting and replaced with a concrete curb to closely match the existing curb type and size.
 1. Freestanding vertical curb shall be installed to a minimum depth of 13-1/2 inches below the existing pavement surface or match the existing adjoining curb depth which ever is greater.
 2. Curb poured monolithically with an existing concrete pavement or base shall be removed a minimum of one foot in front of the face of curb. Existing combined curb and gutter sections shall be removed full width. A neat edge shall be established at the outer limits of pavement removal by a full depth saw cut. Replacement curb shall be installed as a combined curb and gutter section. Thickness of the concrete pavement gutter section shall match the existing concrete pavement or base thickness. Existing asphalt wearing course shall be restored to existing thickness using surface course type asphalt concrete. Butt joint shall be provided between combined curb and gutter and existing concrete pavement or base with tie bars or hook bolts provided at intervals of 30 inches.
 3. Height of curb above existing pavement surface shall match existing adjoining curb profile at the terminus of the driveway flair and be adjusted through the driveway apron in accordance with edge of pavement treatment standards.
 4. All joints shall be sealed with a hot applied joint sealer meeting the requirements of CMS 705.04.
 5. Curb and combined curb and gutter sections may be installed monolithically with the driveway apron so long as the driveway apron is provided with a thickened edge. The thickened edge shall have a minimum thickness of 13-1/2 inches at the back of curb line and extending into the driveway for a minimum of one foot then tapering to normal driveway thickness in 3 feet. An impression joint

shall be tooled formed across the width of the driveway apron in order to establish the back of the curb line.

(6) Joints.

- A. A 1/2-inch expansion joint filler shall be installed between the driveway apron and existing curb for the full depth of the concrete pour. A 1/2-inch expansion joint filler shall be installed between the driveway apron and existing concrete driveway at the right-of-way line. Expansion joint material shall be a preformed filler meeting the requirements of CMS 705.03. The preformed joint filler shall be installed for the full depth of the drive slab and be flush with the driveway apron surface. When abutting an existing asphalt drive the existing asphalt shall be neat saw cut full depth. The neat saw cut edge may be used to form the concrete driveway apron, otherwise fill any void with new surface course type asphalt concrete. All asphalt butt joints shall be sealed with asphalt cement.
- B. Impressed joints shall not be less than one-fourth the thickness of the slab and be approximately 1/8 inch thick and shall be tool formed not saw cut. Impressed joints shall be placed longitudinally along the length of the driveway apron centerline and at the normal drive width at the start of the driveway flare. The longitudinal joint at the flare shall not start at the point of flare but at a point at which a two-foot longitudinal joint normal to the outer edge of the driveway flare shall be constructed to intersect with the longitudinal joint. Additional longitudinal impression joints shall be placed at intervals not to exceed 12 feet. If the driveway apron is longer than 12 feet, transverse impression joints shall be placed across the driveway apron at intervals not to exceed 12 feet. On streets with sidewalks the area of the driveway apron within the sidewalk area shall be provided impression joints within the limits of the driveway apron to define sidewalk edge limits. Transverse impressed joints in the sidewalk area shall also be placed to form equally space blocks of approximately 5-foot intervals.
- C. A 1/2 inch expansion joint filler shall be used to isolate and box out utility castings located in a driveway apron. The isolation joint shall be constructed a minimum of one foot beyond the casting flange and should be square wherever possible. Alternate methods of utility casting isolation may be constructed if approved by the Staff Engineer or Building Inspection Department.

(7) Driveway apron profile.

- A. Match existing driveway profile for replacement aprons.
- B. For new aprons on streets with sidewalks the profile from the edge of curb or pavement shall meet the existing face of sidewalk elevation. The profile through walk area shall be sloped toward the street at 1/4 inch per foot. If necessary additional blocks of sidewalk on each side of the driveway must be removed and replaced to provide a smooth transition to the new driveway area sidewalk profile. The proposed driveway grade shall meet this elevation.
- C. For new aprons on curbed streets without sidewalks, the profile elevation shall be set at 5-1/2 feet from the right-of-way line at a slope of 3/8 inch per foot above the normal curb height. The remaining 5-1/2 feet to the right-of-way line shall be sloped toward the street at 1/4 inch per foot. The proposed driveway shall meet this elevation.

(8) Drainage.

- A. For driveway apron on an uncurbed street a detailed grading and drainage site plan shall be submitted to the Building Department for review and approval by the Staff Engineer prior to commencing

apron construction. The requirements of Section 1317.02(c) shall be met.

- B. Drainage facility pipe shall be designed in accordance with Chapter 1179 storm sewer design requirements.
- C. Existing curb underdrains tile must be maintained. Damaged or deteriorated curb underdrain tile shall be replaced to the satisfaction of the Staff Engineer.

(c) Inspection. An inspection is required after forms, reinforcement and expansion joints are installed and before concrete placement can begin.

~~—— (d) — Permit requirements are stipulated in Chapter 1329.
(Ord. 2004 111. Passed 8-16-04.)~~

~~—— 1317.99 PENALTY.~~

~~—— (EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

~~CHAPTER 1319~~
~~Fences~~

~~EDITOR'S NOTE: Former Chapter 1319 was repealed by Ordinance 2011-127, passed December 19, 2011. See Chapter 1146 for current regulations.~~

~~CHAPTER 1321~~
~~Fire Limits~~

~~EDITOR'S NOTE: Chapter 1321 was repealed by Ordinance 1991-119, passed October 21, 1991.~~

CHAPTER 1322
Flood Damage Reduction

- 1322.01 General provisions.
- 1322.02 Definitions.
- 1322.03 Administration.

- 1322.04 Use and development standards for flood hazard reduction.
- 1322.05 Appeals and variances.
- 1322.06 Enforcement.

CROSS REFERENCES

Flood control by soil conservation district supervisors - See Ohio R.C. 1515.08
Flood insurance - see Ohio R.C. 3925.34(C)
Water supply, sanitation, ditches - see Ohio R.C. 6101.01 et seq.
Altering, polluting and diverting watercourses - see GEN. OFF. 660.04
Development plans submitted to City Engineer - see BLDG. 1329.12

1322.01 GENERAL PROVISIONS.

(a) Statutory Authorization. ARTICLE XVIII, Section 3, of the Ohio Constitution grants municipalities the legal authority to adopt land use and control measures for promoting the health, safety, and general welfare of its citizens. Therefore, the City Council of Beachwood, State of Ohio, does ordain as follows:

(b) Findings of Fact. The City of Beachwood has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

(c) Statement of Purpose. It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- (6) Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
- (7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- (8) Minimize the impact of development on adjacent properties within and near flood prone areas;
- (9) Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- (10) Minimize the impact of development on the natural, beneficial values of the floodplain;
- (11) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (12) Meet community participation requirements of the National Flood Insurance Program.

(d) Methods of Reducing Flood Loss. In order to accomplish its purposes, these regulations include methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in

- flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and
- (5) Preventing or regulating the construction of flood barriers, which will unnaturally divert flood waters or which may increase flood hazards in other areas.

(e) Lands to Which These Regulations Apply. These regulations shall apply to all areas of special flood hazard within the jurisdiction of the City of Beachwood as identified in subsection (f) hereof, including any additional areas of special flood hazard annexed by City of Beachwood.

(f) Basis for Establishing the Areas of Special Flood Hazard.

- (1) For the purposes of these regulations, the following studies and/or maps are adopted:
 - A. Flood Insurance Study Cuyahoga County, Ohio and Incorporated Areas and Flood Insurance Rate Map Cuyahoga County, Ohio and Incorporated Areas both effective December 3, 2010.
 - B. Other studies and/or maps, which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard.
 - C. Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio which has been approved by the City of Beachwood as required by Section 1322.04(c) Subdivisions and Large Scale Developments.
- (2) Any revisions to the aforementioned maps and/or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at the City Hall at 25325 Fairmont Boulevard, Beachwood, Ohio.

(g) Abrogation and Greater Restrictions. These regulations are not intended to repeal any existing ordinances including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall be followed. These regulations shall not impair any deed restriction covenant or easement but the land subject to such interests shall also be governed by the regulations.

(h) Interpretation. In the interpretation and application of these regulations, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and,
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

(i) Warning and Disclaimer of Liability. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the City of Beachwood, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative

decision lawfully made thereunder.

(j) Severability. Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

(Ord. 2010-113. Passed 11-16-10.)

1322.02 DEFINITIONS.

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

- (a) Accessory Structure: A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.
- (b) Appeal: A request for review of the Floodplain Administrator's interpretation of any provision of these regulations or a request for a variance.
- (c) Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one-hundred (100) year flood.
- (d) Base (100-Year) Flood Elevation (BFE): The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the natural grade elevation plus the depth number (from 1 to 3 feet).
- (e) Basement: Any area of the building having its floor sub grade (below ground level) on all sides.
- (f) Development: Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- (g) Enclosure Below the Lowest Floor: See "Lowest Floor."
- (h) Executive Order 11988 (Floodplain Management): Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.
- (i) Federal Emergency Management Agency (FEMA): The agency with the overall responsibility for administering the National Flood Insurance Program.
- (j) Fill: A deposit of earth material placed by artificial means.
- (k) Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters, and/or
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (l) Flood Hazard Boundary Map (FHBM): Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.
- (m) Flood Insurance Rate Map (FIRM): An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.
- (n) Flood Insurance Risk Zones: Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:
 - (1) Zone A: Special flood hazard areas inundated by the 100-year flood; base flood elevations are not determined.
 - (2) Zones AI-30 and Zone AE: Special flood hazard areas inundated by the 100-year flood; base flood elevations are determined.
 - (3) Zone AO: Special flood hazard areas inundated by the 100-year flood; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.
 - (4) Zone AH: Special flood hazard areas inundated by the 100-year flood;

- flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.
- (5) Zone A99: Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.
 - (6) Zone B and Zone X (shaded): Areas of 100-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.
 - (7) Zone C and Zone X (unshaded): Areas determined to be outside the 100-year floodplain.
- (o) **Flood Insurance Study (FIS)**: The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.
 - (p) **Flood Protection Elevation**: The Flood Protection Elevation, or FPE, is the base flood elevation. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the Floodplain Administrator.
 - (q) **Floodway**:
 - (1) A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community.
 - (2) The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.
 - (r) **Freeboard**: A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.
 - (s) **Historic Structure**: Any structure that is:
 - (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
 - (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
 - (3) Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
 - (t) **Hydrologic and Hydraulic Engineering Analysis**: An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.
 - (u) **Letter of Map Change (LOMC)**: A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMCs are broken down into the following categories:
 - (1) Letter of Map Amendment (LOMA). A revision based on technical data showing that a property was incorrectly included in a designated special

flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

- (2) Letter of Map Revision (LOMR). A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.
- (3) Conditional Letter of Map Revision (CLOMR). A formal review and comment by FEMA as to whether a proposed project complies with the minimum National Flood Insurance Program floodplain management criteria; A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.
- (v) Lowest Floor: The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.
- (w) Manufactured Home: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 3733 of the Ohio Revised Code.
- (x) Manufactured Home Park: As specified in the Ohio Administrative Code 3701-27-01, a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority.
- (y) National Flood Insurance Program (NFIP): The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.
- (z) New Construction: Structures for which the "start of construction" commenced on or after the initial effective date of the City of Beachwood Flood Insurance Rate Map, April 20, 1979, and includes any subsequent improvements to such structures.
- (aa) Person: Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Revised Code Section 111.15 as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.
- (bb) Recreational Vehicle: A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3)

- designed to be self-propelled or permanently towable by a light duty truck, and
- (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (cc) **Registered Professional Architect:** A person registered to engage in the practice of architecture under the provisions of sections 4703.01 to 4703.19 of the Revised Code.
- (dd) **Registered Professional Engineer:** A person registered as a professional engineer under Chapter 4733 of the Revised Code.
- (ee) **Registered Professional Surveyor:** A person registered as a professional surveyor under Chapter 4733 of the Revised Code.
- (ff) **Special Flood Hazard Area:** Also known as "Areas of Special Flood Hazard", it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, AI-30, and A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.
- (gg) **Start of Construction:** The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.
- (hh) **Structure:** A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.
- (ii) **Substantial Damage:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- (jj) **Substantial Improvement:** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include:
- (1) Any improvement to a structure that is considered "new construction,"
 - (2) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified prior to the application for a development pennit by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - (3) Any alteration of a "historic structure," provided that the alteration would not preclude the structure's continued designation as a "historic structure".
- (kk) **Variance:** A grant of relief from the standards of these regulations consistent with the variance conditions herein.
- (ll) **Violation:** The failure of a structure or other development to be fully compliant with these regulations.
- (Ord. 2010-113. Passed 11-16-10.)

1322.03 ADMINISTRATION.

(a) Designation of the Floodplain Administrator. The City Engineer is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

(b) Duties and Responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- (1) Evaluate applications for permits to develop in special flood hazard areas.
- (2) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- (3) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
- (4) Inspect buildings and lands to determine whether any violations of these regulations have been committed.
- (5) Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, variances, and records of enforcement actions taken for violations of these regulations.
- (6) Enforce the provisions of these regulations.
- (7) Provide information, testimony, or other evidence as needed during variance hearings.
- (8) Coordinate map maintenance activities and FEMA follow-up.
- (9) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

(c) Floodplain Development Permits. It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1322.01(f) until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

(d) Application Required. An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

- (1) Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
- (2) Elevation of the existing, natural ground where structures are proposed.
- (3) Elevation of the lowest floor, including basement, of all proposed structures.
- (4) Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.

- (5) Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:
 - A. Floodproofing certification for non-residential floodproofed structure as required in Section 1322.04(e).
 - B. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 1322.04(d)(5) are designed to automatically equalize hydrostatic flood forces.
 - C. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 1322.04(i)(3).
 - D. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 1322.04(i)(2).
 - E. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 1322.04(i)(1).
 - F. Generation of base flood elevation(s) for subdivision and large-scale developments as required by Section 1322.04(c).
- (6) A floodplain development permit application fee set by the schedule of fees adopted by the City of Beachwood.

(e) Review and Approval of a Floodplain Development Permit Application.

- (1) Review.
 - A. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in Section 1322.03(d) has been received by the Floodplain Administrator.
 - B. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.
- (2) Approval. Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If an application is approved, a floodplain development permit shall be issued. All floodplain development permits shall be conditional upon the commencement of work within one (1) year. A floodplain development permit shall expire one (1) year after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

(f) Inspections. The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

(g) Post-Construction Certifications Required. The following as-built certifications are required after a floodplain development permit has been issued:

- (1) For new or substantially improved residential structures, or nonresidential

structures that have been elevated, the applicant shall have a Federal Emergency Management Agency Elevation Certificate completed by a registered surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.

- (2) For all development activities subject to the standards of Section 1322.03(j)(1), a Letter of Map Revision.

(h) Revoking a Floodplain Development Permit. A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board in accordance with Section 1322.05 of these regulations.

- (i) Exemption from Filing a Development Permit.

- (1) An application for a floodplain development permit shall not be required for:

- A. Maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than five thousand dollars (\$5,000).
- B. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 3701.
- C. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
- D. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
- E. Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 - Floodplain Management.

- (2) Any proposed action exempt from filing for a floodplain development permit is also exempt from the standards of these regulations.

(j) Map Maintenance Activities. To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that City of Beachwood flood maps, studies and other data identified in Section 1322.01(f) accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

- (1) Requirement to Submit New Technical Data.

- A. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:

- 1. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
- 2. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
- 3. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
- 4. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 1322.04(c).

- B. It is the responsibility of the applicant to have technical data, required in accordance with Section 1322.03(j)(1), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and

processing fees for these map revisions shall be the responsibility of the applicant.

C. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

1. Proposed floodway encroachments that increase the base flood elevation; and
2. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

D. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 1322.03(j)(1)A.

(2) Right to Submit New Technical Data. The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Mayor of City of Beachwood, and may be submitted at any time.

(3) Annexation/Detachment. Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the City of Beachwood have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the City of Beachwood Flood Insurance Rate Map accurately represent the City of Beachwood boundaries, include within such notification a copy of a map of the City of Beachwood suitable for reproduction, clearly showing the new corporate limits or the new area for which the City of Beachwood has assumed or relinquished floodplain management regulatory authority.

(k) Data Use and Flood Map Interpretation. The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

(1) In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.

(2) Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.

(3) When Preliminary Flood Insurance Rate Maps and/or Flood Insurance Study have been provided by FEMA:

A. Upon the issuance of a Letter of Final Determination by FEMA, the preliminary flood hazard data shall be used and replace all previously existing flood hazard data provided from FEMA for the purposes of administering these regulations.

B. Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in existing flood hazard data provided from FEMA. Such preliminary data may be subject to change and/or appeal to FEMA.

(4) The Floodplain Administrator shall make interpretations, where needed, as

to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 1322.05 Appeals and Variances.

- (5) Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations or flood protection elevations (as found on an elevation profile, floodway data table, established high watermarks, etc.) shall prevail.

(l) Substantial Damage Determinations.

- (1) Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

- A. Determine whether damaged structures are located in special flood hazard areas;
- B. Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- C. Make reasonable attempt to notify owners of substantially damaged structures of the need to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

- (2) Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

(Ord. 2010-113. Passed 11-16-10.)

1322.04 USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION.

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1322.01(f) or 1322.03(k)(1):

(a) Use Regulations.

- (1) Permitted uses. All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by City of Beachwood are allowed provided they meet the provisions of these regulations.

(2) Prohibited uses.

- A. Private water supply systems in all special flood hazard areas identified by FEMA, permitted under Section 3701 of the Ohio Revised Code.
- B. Infectious waste treatment facilities in all special flood hazard areas, permitted under Section 3734 of the Ohio Revised Code.

(b) Water and Wastewater Systems. The following standards apply to all water supply, sanitary sewerage and waste disposal systems not otherwise regulated by the Ohio Revised Code:

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems;
- (2) New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

(c) Subdivisions and Large Developments.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these

- regulations;
 - (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
 - (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
 - (4) In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
 - (5) The applicant shall meet the requirement to submit technical data to FEMA in Section 1322.03(j)(1)A.4. when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 1322.04(c)(4).
- (d) Residential Structures.
- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring and construction materials resistant to flood damage are satisfied.
 - (2) New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.
 - (3) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - (4) New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. In Zone AO areas with no elevations specified, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.
 - (5) New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings sufficient to allow unimpeded movement of flood waters may have an enclosure below the lowest floor provided the enclosure meets the following standards:
 - A. Be used only for the parking of vehicles, building access, or storage; and
 - B. Be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
 - C. Have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - (6) Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
 - (7) Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued

- designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 1322.04(d).
- (8) In AO Zones, new construction and substantial improvement shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.
- (e) Nonresidential Structures.
- (1) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 1322.04(d)(1)-(3) and (5)-(8).
 - (2) New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:
 - A. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
 - B. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
 - C. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with subsection (e)(2)A. and B. hereof.
 - (3) In Zone AO areas with no elevations specified, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.
- (f) Accessory Structures. Relief to the elevation or dry floodproofing standards may be granted for accessory structures containing no more than 600 square feet. Such structures must meet the following standards:
- (1) They shall not be used for human habitation;
 - (2) They shall be constructed of flood resistant materials;
 - (3) They shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
 - (4) They shall be firmly anchored to prevent flotation;
 - (5) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
 - (6) They shall meet the opening requirements of Section 1322.04(d)(5)C.;
- (g) Recreational Vehicles. Recreational vehicles must meet at least one of the following standards:
- (1) They shall not be located on sites in special flood hazard areas for more than 180 days, or
 - (2) They must be fully licensed and ready for highway use, or
 - (3) They must meet all standards of Section 1322.04(d).
- (h) Above Ground Gas or Liquid Storage Tanks. All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.
- (i) Assurance of Flood Carrying Capacity. Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:
- (1) Development in Floodways.
 - A. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or

- B. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - 1. Meet the requirements to submit technical data in Section 1322.03(j)(1);
 - 2. An evaluation of alternatives, which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
 - 3. Certification that no structures are located in areas that would be impacted by the increased base flood elevation;
 - 4. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and
 - 5. Concurrence of the Mayor of the City of Beachwood and the Chief Executive Officer of any other communities impacted by the proposed actions.
- (2) Development in Riverine Areas with Base Flood Elevations but No Floodways.
- A. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
 - B. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
 - 1. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
 - 2. Section 1322.04(i)(1)B., items 1. and 3.-5.
- (3) Alterations of a Watercourse. For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:
- A. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
 - B. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
 - C. The applicant shall be responsible for providing the necessary

maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with City of Beachwood specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.

- D. The applicant shall meet the requirements to submit technical data in Section 1322.03(j)(1)A.3. when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.
(Ord. 2010-113. Passed 11-16-10.)

1322.05 APPEALS AND VARIANCES.

(a) Appeals Board Established.

- (1) The City of Beachwood Planning and Zoning Commission is hereby appointed to serve as the Appeals Board for these regulations as established by City Code.
- (2) Records of the Appeals Board shall be kept and filed in City Hall at 25325 Fairmont Boulevard, Beachwood, Ohio.

(b) Powers and Duties.

- (1) The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
- (2) Authorize variances in accordance with Section 1322.05(d) of these regulations.

(c) Appeals.

- (1) Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within 30 days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board.
- (2) Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties in interest, and decide the appeal within a reasonable time after it is submitted.

(d) Variances. Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

(1) Application for a Variance.

- A. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.
- B. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the

- variance request.
- C. All applications for variance shall be accompanied by a variance application fee set in the schedule of fees adopted by the City of Beachwood.
- (2) Public Hearing. At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:
- A. The danger that materials may be swept onto other lands to the injury of others.
 - B. The danger to life and property due to flooding or erosion damage.
 - C. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - D. The importance of the services provided by the proposed facility to the community.
 - E. The availability of alternative locations for the proposed use that are not subject to flooding or erosion damage.
 - F. The necessity to the facility of a waterfront location, where applicable.
 - G. The compatibility of the proposed use with existing and anticipated development.
 - H. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
 - I. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - J. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
 - K. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (3) Variances shall only be issued upon:
- A. A showing of good and sufficient cause.
 - B. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
 - C. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
 - D. A determination that the structure or other development is protected by methods to minimize flood damages.
 - E. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances, as it deems necessary to further the purposes of these regulations.
- (4) Other Conditions for Variances.
- A. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - B. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing

structures constructed below the base flood level, providing items in subsection (d)(2)A. to K. hereof have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

- C. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(e) Procedure at Hearings.

- (1) All testimony shall be given under oath.
- (2) A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.
- (3) The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.
- (4) The administrator may present evidence or testimony in opposition to the appeal or variance.
- (5) All witnesses shall be subject to cross-examination by the adverse party or their counsel.
- (6) Evidence that is not admitted may be proffered and shall become part of the record for appeal.
- (7) The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.
- (8) The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

(f) Appeal to the Court. Those aggrieved by the decision of the Appeals Board may appeal such decision to the Cuyahoga County Court of Common Pleas, as provided in Chapter 2506 of the Ohio Revised Code.
(Ord. 2010-113. Passed 11-16-10.)

1322.06 ENFORCEMENT.

(a) Compliance Required.

- (1) No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 1322.03(i).
- (2) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with subsection (c) hereof.
- (3) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with subsection (c) hereof.

(b) Notice of Violation. Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

- (1) Be put in writing on an appropriate form;
- (2) Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action, which, if

- taken, will effect compliance with the provisions of these regulations;
- (3) Specify a reasonable time for performance;
 - (4) Advise the owner, operator, or occupant of the right to appeal;
 - (5) Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

(c) Violations and Penalties. Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a first degree misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of the City of Beachwood. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Beachwood from taking such other lawful action as is necessary to prevent or remedy any violation. The City of Beachwood shall prosecute any violation of these regulations in accordance with the penalties stated herein.

(Ord. 2010-113. Passed 11-16-10.)

~~CHAPTER 1323~~
~~Garages~~

~~1323.01 Building permit and certificate
of occupancy requirements.~~

CROSS REFERENCES

~~Garage sales — see BUS. REG. Ch. 713~~

~~Driveways — see BLDG. Ch. 1317~~

~~1323.01 BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY REQUIREMENTS.~~

~~(a) — No permit shall be issued for the erection of any dwelling house or building unless the plans therefor provide for the erection of a garage, either attached or unattached, in conjunction thereto. Such garage shall provide space for at least one automobile for each family dwelling unit in such proposed building.~~

~~(b) — No certificate of occupancy as required by Chapter 1313 shall be issued for the occupancy of any dwelling unless and until a garage has been constructed on the premises in accordance with the plans submitted and until such garage has been approved by the Building Commissioner. (1964 Code Sec. 93.04)~~

~~CHAPTER 1325~~
~~Garbage Disposal Units~~

- ~~1325.01 Definitions.~~
- ~~1325.02 Requirements for dwelling units.~~
- ~~1325.03 Requirements for other~~
~~buildings.~~
- ~~1325.04 Installation permit required.~~
- ~~1325.05 Specifications for mechanical~~
~~garbage disposers.~~

~~1325.06 — Specifications for garbage
incinerators. (Repealed)
1325.07 — Right of entry for inspection.
1325.99 — Penalty.~~

~~CROSS REFERENCES~~

~~— Littering and deposit of garbage — see GEN. OFF. 660.03, 660.04, 660.15
— Sewer connections — see S. & P.S. Ch. 913
— Incinerators — see FIRE PREV. 1503.07, 1503.08~~

~~1325.01 DEFINITIONS.~~

~~— For the purpose of this chapter, unless the context otherwise requires:~~

- ~~— (a) "Garbage" means every waste or refuse animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storage of meat, fish, fowl fruit or vegetables.~~
- ~~— (b) "Mechanical garbage disposer" means a motorized device suitable for installation under and in direct connection with a kitchen sink, that comminutes garbage to such a size as to be readily waterborne and causes the discharge of such comminuted garbage directly into a sanitary sewerage system.~~
- ~~— (c) "Garbage incinerator" means a structure or apparatus within which garbage can be consumed by combustion or dehydration.~~
- ~~— (d) "Dwelling unit" means a single family residence, or a flat or apartment in a multiple residence building. (1964 Code § 94.01)~~

~~1325.02 REQUIREMENTS FOR DWELLING UNITS.~~

~~— (a) Each dwelling unit for which an application for a permit to construct is made on or after May 21, 1951, shall, prior to occupation thereof for residence purposes:~~

- ~~— (1) Be equipped with a properly installed mechanical garbage disposer which conforms to the specifications provided in Section 1325.05.
(1964 Code §94.02)~~
- ~~— (2) (Repealed by Ordinance 1973-96, passed September 17, 1973)~~
- ~~— (b) (Repealed by Ordinance 1973-96, passed September 17, 1973)~~

~~1325.03 REQUIREMENTS FOR OTHER BUILDINGS.~~

~~— Every building or place, other than a dwelling unit, the construction or equipment of which is commenced on or after May 21, 1951, shall, prior to occupancy or use for any purpose which results in the production of garbage, be equipped:~~

- ~~— (a) With a properly installed mechanical garbage disposer which conforms to the specifications provided in Section 1325.05. (1964 Code §94.03)~~
- ~~— (b) (Repealed by Ordinance 1973-96, passed September 17, 1973)~~

~~1325.04 INSTALLATION PERMIT REQUIRED.~~

~~— On and after May 21, 1951, no person, firm or corporation shall install a mechanical garbage disposer without first securing a permit from the Building Commissioner.
(1964 Code §94.04; Ord. 1973-96. Passed 9-17-73.)~~

~~1325.05 SPECIFICATIONS FOR MECHANICAL GARBAGE DISPOSERS.~~

~~— For the purposes of this chapter, the following specifications are prescribed for mechanical garbage disposers. They shall:~~

- ~~— (a) Be of a type tested, approved and listed by the Underwriters' Laboratories, Inc., and installed in accordance with the provisions of this Building Code. If activated electrically, they shall bear evidence of the approval of Underwriter's Laboratories, Inc.;~~
- ~~— (b) Shred garbage to a substantially uniform size and discharge the same at a reasonably uniform rate in a waterborne or fluid form which will flow readily through standard sink drains, approved traps, drain lines or soil lines in a manner and consistency which will not cause clogging or stoppage of the drain line or~~

- ~~_____ sewerage lines;~~
- ~~_____ (c) Be of substantial construction, of adequate capacity for the intended use, and free from electrical or mechanical hazards;~~
- ~~_____ (d) Be permanently connected to, or appropriately connectible with, a drain to the sewerage system, and be free from any cross connection to a water supply.~~
- ~~_____ (1964 Code §94.05)~~

~~_____ 1325.06 SPECIFICATIONS FOR GARBAGE INCINERATORS.~~

~~_____ (EDITOR'S NOTE: The provisions of this section were repealed by Ordinance 1973-96, passed September 17, 1973.)~~

~~_____ 1325.07 RIGHT OF ENTRY FOR INSPECTION.~~

~~_____ The Building Commissioner, or his duly authorized representative, shall have authority to enter and inspect buildings and premises for the purpose of investigating the installation and use of mechanical garbage disposers and garbage incinerators.~~

~~(1964 Code §94.07)~~

~~_____ 1325.99 PENALTY.~~

~~_____ (EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1327
House Moving

- 1327.01 Permit required.
- 1327.02 Inspection prior to permit issuance.
- 1327.03 House mover's registration required; bond.

~~1327.04 — Action by Inspector to prevent violations.~~

~~1327.0504~~ Obstruction of streets.

~~1327.99 — Penalty.~~

CROSS REFERENCES

Power to register house movers - see Ohio R.C. 715.27

Oversize and overweight vehicles on State or local routes
- see TRAF. 440.01, 440.02

House moving permit fee - see BLDG. 1329.03

Starting activity without permit - see ADM. 143.05

1327.01 PERMIT REQUIRED.

~~No building shall be moved to or from any site within the City without a permit issued by the Building Commissioner. No building or other similar large structure shall be moved through the streets of the City or over public property, unless the application for a permit made to the Building Commissioner has been approved and countersigned by the Public Works Service Director and the Chief of Police. The officials issuing or countersigning such permit may prescribe conditions, requirements, routes and precautions, and the day, days, and hour of the day during which such moving operations shall be conducted; and all moving shall be performed in conformity therewith. When any properly licensed building mover desires to move or raise any buildings in the City, application for a permit to do so shall be made by him in writing to the Building Commissioner. (1964 Code Sec. 95.01)~~

1327.02 INSPECTION PRIOR TO PERMIT ISSUANCE.

~~A permit to move any building shall not be issued until the Building Commissioner determines that:~~

- ~~a) the building is structurally sound;~~
- ~~b) the condition of the building and the method of movement does not constitute a hazard; and~~
- ~~c) the building shall be made to comply with the requirements and limitations of the Zoning Code and the provisions of this Building Code.~~

~~Plans shall be submitted which disclose such alterations, modifications or repairs as are necessary to secure such compliances. The Building Commissioner shall, within forty-eight hours of the filing of the aforesaid written application, cause such building to be inspected. If he finds that it can be moved safely in the manner proposed and that the proposed location thereof will violate no ordinance of the City, he shall cause a permit to be issued to the applicant. (1964 Code Sec. 95.02)~~

1327.03 HOUSE MOVER'S REGISTRATION REQUIRED; BOND.

No person except those having a properly approved registration as a house mover issued by the City of Cleveland, Cuyahoga County or the City of Beachwood shall be permitted to move or raise any building from its foundations within the City of Beachwood. Before any permit is issued allowing the moving of any building along any route, the applicant must first furnish a bond satisfactory to ~~Council~~ the Director of Public Safety providing for the payment of any damages which may happen to any tree, pole or telephone, utility, road, or other public improvement in the right of way telegraph or light wire, for which repairs the City may be held responsible, whether such damages shall be indicated by such person or his agents, employees or workmen. In addition, the applicant shall hold the City harmless against any liabilities, judgments, damages, costs and expenses, which may in any way, accrue against the City in consequence of the granting of such permit or license or the performance of any work thereunder.

~~(Ord. 2016-45. Passed 3-7-16.)~~

~~1327.04 ACTION BY INSPECTOR TO PREVENT VIOLATIONS.~~

~~Any person moving a building without a permit shall be stopped from such action by the Building Commissioner. (1964 Code Sec. 95.04)~~

~~1327.05-04~~ OBSTRUCTION OF STREETS.

~~No person shall move or cause to be moved any building through any street without the written permission of the Building Commissioner, and no~~ person moving any building shall permit the same to stand on any street, lane, alley or public ground for a period longer than ~~three~~ days specified in the permit therefore. In no case shall such building be allowed to prevent or interfere with the operation of any vehicle or other traffic without a special permit covering the same.

~~(1964 Code §95.05)~~

~~1327.99 PENALTY.~~

~~(EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1329
Permits, Fees and Deposits

~~1329.01 Deed restrictions; effect upon
permit application. (Repealed)~~

1329.015 Permit approval.

1329.02 Effective period of permits.

1329.025 Types of inspections.

1329.03 Building fees.

1329.04 Fees for plumbing and sewer
work.

1329.05 Fees for HVAC work.

1329.06 Fees for electrical work.

1329.07 Fees for inspections.

1329.08 Submission of plans to
Architectural Board of Review
and City Architect; fees.

- 1329.09 Refund of deposits.
- 1329.10 Application filing fees for the Planning and Zoning Commission; cash deposit for additional professional services.
- 1329.11 Cash deposit for tree lawn and street excavations.
- 1329.12 Submission of application and plans to City Engineer for development in flood hazard area; fee.
- 1329.13 Building Department documentation; administrative fees.
- 1329.99 ~~Penalty.~~

CROSS REFERENCES

Starting work without permit - see ADM. 143.05
Fees for licensing contractors - see BUS. REG. 705.01
~~Sidewalk construction deposit - see BLDG. 1315.01~~
Driveway permit and deposit - see BLDG. 1317.02
~~Garbage disposal unit installation permit - see BLDG. 1325.04~~
Swimming pool permits - see BLDG. 1335.02 et. seq.

~~1329.01 DEED RESTRICTIONS: EFFECT UPON PERMIT APPLICATION. (REPEALED)~~

~~(EDITOR'S NOTE: Section 1329.01 was repealed by Ordinance 1993-94, passed December 6, 1993. See Section 1329.015.)~~

1329.015 PERMIT APPROVAL.

(a) The Building Commissioner shall receive applications for building permits on forms he or she provides requiring information necessary to comply with all legal requirements.

(b) Where deed restrictions are recorded on land in favor of the City, limiting or regulating the improvements which may be constructed on such land, the Commissioner shall not issue a permit until he or she has determined that the permit will not violate such deed restrictions.

(c) Where the application for a building permit is on land which is owned or controlled by a condominium or homeowners' association, the Commissioner shall require a letter from such association approving the application.

(d) Where an application is not signed by an owner of the property to be improved, the Commissioner may require the owner to approve the application before the permit is issued.

(e) If the Commissioner finds that issuance of the permit would violate the law, he or she shall not issue it, or, if the permit has already been issued, he or she shall void it. If a restraining order is issued by a court, the permit shall not be issued until the court resolves the legal issues. Otherwise, the permit shall be issued.
(Ord. 1997-210. Passed 1-20-98.)

1329.02 EFFECTIVE PERIOD OF PERMITS.

(a) If, after a permit has been issued, the operation called for by it is not begun within six months of the date thereof, such permit shall be void. Before operation can begin, a new permit shall be taken out by the owner or by his agent, contractor or architect, and fees fixed in this chapter for the original permit shall be paid therefor.

(b) If after work has commenced, there is a cessation of the work for a period of six months, then, upon notice to the holder of a building permit, which notice may be posted upon the premises, the permit shall expire. Before work may be continued, the permit must be renewed by the payment of a fee herein fixed for an original permit. Upon the cessation of work for any length of time, the Building Commissioner may order the filling in of any excavation, the protection of property or materials, or the abatement of any condition of nuisance or danger. The Building Commissioner shall have the authority to allow for reasonable extensions of the timelines herein.

(c) After work has been commenced, all work to be performed under such permit, including finish grading leveling of all excavations, provision for motor vehicle access to any main building and adequate enclosing and preservation from the elements shall be completed in accordance with plans and specifications within two years from the date of such permit. Such completion must be sufficient to permit use of any building for which it may be designed, sufficient to prevent the creation of nuisances or dangerous conditions or the unnecessary deterioration of materials, and sufficient to prevent a continuing adverse effect upon surrounding property values. Such two-year period shall run regardless of the issuance of a stop-work order issued by the Building Commissioner Inspector of Buildings for a failure to comply with or for a violation of any of the provisions of this Building Code.

(d) Failure to complete any operation or work for which a permit has been issued within two years from date thereof, as provided herein, shall be deemed a violation of this section by the owner of any property upon which such condition exists.

(e) Upon the failure of any owner of property to complete any operation or work for which a permit has been issued within two years from date thereof, as provided herein, the Building Commissioner may institute an injunction suit in the Court of Common Pleas of Cuyahoga County for an order of Court ordering such property owner to complete such operation or work within a specified time, to remove any incomplete building or structure, to fill or grade any excavation, to abate any condition of nuisance or danger, or for other relief appropriate to the enforcement of this Building Code.
(1964 Code §93.02; Ord. 1988-158. Passed 12-5-88.)

(f) Failure to obtain a permit within two (2) years after final site development plan approval or final approval of the Architectural Board of Review shall void all approval previously given. Thereafter, a new application must be made and another fee paid.
(Ord. 2000-147. Passed 9-18-00.)

(g) A permit shall be obtained from the Building Commissioner for all items listed in this chapter. No work may commence unless the proper permit listed in this chapter is first obtained by the owner of a property or his or her authorized agent.
(Ord. 1988-158. Passed 12-5-88.)

1329.025 TYPES OF INSPECTIONS.

For onsite construction, renovation or repair work, from time to time the Building Official, upon notification from the permit holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or his or her agent wherein the same fails to comply with this code.

- (a) Foundation Inspection. Inspection of the foundation shall be made after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations. Drain tile systems and foundation weatherproofing shall be inspected prior to concealment.
- (b) Plumbing, Mechanical, Gas and Electrical Systems Inspections. Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

- (c) Frame and Masonry Inspection. Inspection of framing and masonry construction shall be made after the roof, masonry, all framing, firestopping, draftstopping, and bracing are in place and after the plumbing, mechanical and electrical rough inspections are approved. After the framing inspection is approved, the final insulation and energy code compliance inspection shall be made prior to concealment.
- (d) Other Inspections. In addition to the called inspections above, the Building Official may make or require any other inspections to ascertain compliance with this code and other laws enforced by the Building Official.
- (e) Fire-Resistance-Rated Construction Inspection. Where fire resistance-rated construction is required between dwelling units or due to location on property, the Building Official shall require an inspection of such construction after all lathing and/or wall board is in place, but before any plaster is applied, or before wall board joints and fasteners are taped and finished.
- (f) Final Inspection. Final inspection shall be made after the permitted work is complete and prior to occupancy.
- (g) Inspection Agencies. The Building Official is authorized to accept reports of approved independent agencies, provided such agencies satisfy the requirements as to qualifications and reliability.
- (h) Inspection Requests. It shall be the duty and responsibility of the permit holder or their agent to notify the Building Official that such work is ready for inspection. It shall be the duty and responsibility of the person requesting any inspections required by the Code to provide access to and means for inspection of such work.
- (i) Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this Code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official. (Ord. 2004-149. Passed 11-15-04.)

1329.03 BUILDING FEES.

In addition to the fees for building permits provided in Section 1329.03, the following fee shall be collected by the Building Commissioner:

(a)	For a General Contractor's registration, for a maximum of one year, expiring December 31st of the year, the licensee must fill out the application form			\$100.00	
	For a Masonry registration, for a maximum of one year, expiring December 31st of the year, the licensee must fill out the application form			\$75.00	
	(1)	Permits which are to be issued for Commercial Occupancies, governed by the OBC, shall pay an additional assessment of 3% in accordance with 4101:2-1-50.			
	(2)	Permits which are to be issued for Residential Alterations, governed by the OBC, shall pay an additional assessment of 1% in accordance with the Board of Building Standards.			
	(3)	The Building Commissioner shall issue the permit required by this Building Code, fix and collect and give receipts for the same according to the following schedule:			
	(4)	Any inspections required after normal work hours, including Saturday and Sunday, require a one hundred dollar (\$100.00) fee in addition to required permit.			
				Residential	Commercial
		A.	Additions to dwelling structure (1 & 2 Fam.) as regulated by Chapter 1303 (RCO) * per sq. ft. of gross area of all stories	\$.40	
			Minimum	150.00	

		B.	Additions to structure as regulated by Chapter 1307 (OBC) * per sq. ft. of gross floor area		\$ 0.75
			Minimum		750.00
		C.	Alterations to dwelling structure (Interior and Exterior) and/or exterior site alterations - Includes fixed equip., damage repair and fire damage repair and roof replacement. as regulated by Chapter 1303 (RCO) * per \$1,000 valuation	8.50	
			Minimum	50.00	
		D.	Alterations - structure (Interior and Exterior) and/or exterior site alterations - Includes fixed equip., damage repair and fire damage repair and roof replacement. as regulated by Chapter 1307 (OBC) * per \$1,000 valuation		25.00
			Minimum		250.00
		E.	Kiosk		150.00
		F.	Exterior wooden decks * per each sq. ft. of gross floor area	.25	.25
			Minimum	100.00	100.00

				Residential	Commercial
		G.	Demo - all bldg.'s or structures and tenant spaces * per sq. ft. of gross floor area in all stories	\$.05	\$.10
			Minimum	150.00	150.00
			* Demo Plan Review Fee (if separate submission)		100.00
		H.	All new dwelling structures (1 & 2 Fam.) as regulated by Chapter 1303 (RCO) * per sq. ft. gross floor area all stories	.35	
			Minimum	1500.00	
		I.	New Building or Structure as regulated by Chapter 1307 (OBC) * per sq. ft. of gross floor area		\$1.00
			Minimum		4000.00
		J.	Occupancy permit	50.00	50.00
		K.	Any item not including above requiring inspectional service	50.00	100.00
(For each reinspection necessary due to faulty or incomplete work \$ 50.00) (Any request for refund of permit fees....\$50.00 Administrative Fee)					

(b)	Miscellaneous Permits			
			Residential	Commercial
	(1)	Antenna - communication tower		\$3000.00
	(2)	Antenna - satellite dish (over 1 meter)	\$100.00	100.00
	(3)	Antenna - wireless telecommunication facilities * per antenna		200.00

	(4)	Excavation (if separate from building permit)	200.00	200.00
	(5)	Garage base - new or replacement	20.00	50.00
	(6)	Ice melting system	25.00	100.00
	(7)	Moving a building on rollers on a public street or portion thereof	2500.00	2500.00
	(8)	Moving a building on carry-alls on a public street or portion thereof	2500.00	2500.00
	(9)	Moving a building without traversing a public street or portion thereof	1000.00	1000.00
	(10)	Stage/runway		100.00
	(11)	Siding - vinyl or aluminum or re-siding with other materials	45.00	75.00
	(12)	Signs - altered in size, advertising copy * per face		50.00
	(13)	Signs - ground sign per sq. ft. per face		3.00
		Minimum		150.00

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Permits, Fees and Deposits

1329.04

			Residential	Commercial
	(14)	Signs - all new except permanent ground or temporary per sq. ft. ea. side		\$ 3.00
		Minimum		70.00
	(15)	Interior signs		25.00
	(16)	Signs - Repaired or Restored w/ no change in size, location or advertising copy (includes base repair)		50.00
	(17)	Signs - Temporary Leasing/For Sale for commercial properties per 1141.13		20.00
	(18)	Signs - Temporary (as permitted by Zoning Code)		25.00
	(19)	Signs - Temporary (construction)		50.00
	(20)	Steps/stairway replacement (ext. porches)	50.00	100.00
	(21)	Swimming pools	150.00	500.00
	(22)	Tent permits (canopies) under 120 sq. ft. - *per every ten (10) tents or portion thereof	20.00	20.00
	(23)	Tent permits in excess of 120 sq. ft. per tent	25.00	50.00
	(24)	Any item not included above, requiring inspection services, new or innovative systems or equip., per unit	20.00	75.00

(For each reinspection necessary due to faulty or incomplete work \$ 50.00)
 (Any request for refund of permits fees.....\$50.00 Administrative Fee)

(Ord. 2012-115. Passed 6-18-12; Ord. 2016-45. Passed 3-7-16)

1329.04 FEES FOR PLUMBING AND SEWER WORK.

In addition to the fees for building permits provided in Section 1329.03, the following fees shall be collected by the Building Commissioner for plumbing and sewer work:

(a)	For a Plumber's Registration for a maximum of one year, expiring on December 31st of the year, in order to issue a permit, it is required that the licensee holds a Master Plumber or journeyman's registration from the State of Ohio	\$75.00
(b)	A base fee for each permit for new work, alterations or repairs to plumbing, including water lines or plumbing fixtures, or both, or a replacement thereof, and sewers and fire lines (Additional work performed as an addendum to a recently issued permit shall not require an additional base fee.)	40.00
(c)	Hot water tank/water heater contractors must schedule an inspection within 72 hours or an administrative fee will be charged of	100.00
(d)	The following sums in addition to the base fee provided by subsection (b) hereof, where applicable:	
		Residential Commercial
(1)	Air admittance valves (each)	\$ 5.00 \$ 20.00
(2)	Area drains	5.00 6.00
(3)	Backflow devices	5.00 10.00
(4)	Bar sink	5.00 6.00

		Residential Commercial
(5)	Base fee	\$ 40.00 \$ 40.00
(6)	Bath tub	5.00 6.00
(7)	Bidet	5.00 6.00
(8)	Catch basin	5.00 10.00
(9)	Contractor registration	75.00 75.00
(10)	Dishwasher	5.00 6.00
(11)	Downspouts	5.00 6.00
(12)	Drain tile (new or replacement)	5.00 20.00
(13)	Drinking fountain	5.00 6.00
(14)	Expansion tank	10.00 20.00
(15)	FM 200 Fire extinguishing systems for commercial cooking hoods - (No base fee)	200.00
(16)	Fire line - underground	50.00 200.00
(17)	Fire pump	100.00
(18)	Fire protection sprinkler system per head, (No base fee)	50.00 + 2.00/head 50.00 + 5.00/head
Note: #15, 16, 17, and 18 require only state certification by the State Fire Marshal's Office or Designee - no plumbing registration required.		
(19)	Floor drain	5.00 6.00
(20)	Garage drains (detached)	5.00 10.00
(21)	Garage floor drains	5.00 6.00
(22)	Garbage disposal	5.00 6.00
(23)	Gas lines	10.00 15.00
(24)	Grease interceptor - interior	100.00

	(25)	Grease interceptor - exterior		200.00
	(26)	Ice makers	5.00	6.00
	(27)	Instant hot water	5.00	6.00
	(28)	Kitchen sink	5.00	6.00
	(29)	Laundry tray	5.00	6.00
	(30)	Lavatory	5.00	6.00
	(31)	Lawn irrigation system - including backflow device	25.00	50.00
	(32)	Lawn Irrigation System - NOT including backflow device (*No Plumbing Registration Required).	25.00	50.00
	(33)	Lift station	25.00	50.00
	(34)	Medical Gas and Vacuum Systems Plan review		200.00
		One Medical Gas Piping System (per system)		153.00 + (1% x cost)
	(35)	Oil interceptor		25.00
	(36)	Pressure regulator (water)	10.00	10.00
	(37)	Post light, gas	25.00	50.00

			Residential	Commercial
	(38)	Plumbing Repair	\$ 5.00	\$ 20.00
	(39)	Pumps, misc.	5.00	10.00
	(40)	Roof Drain		10.00
	(41)	Sewage ejector pump	60.00	100.00
	(42)	Sewer alteration - No Base Fee	5.00	25.00
	(43)	Sewer - New - No Base Fee	10.00	100.00
	(44)	Sewer repair - No Base Fee	5.00	25.00
	(45)	Sewer replacement - No Base Fee	5.00	25.00
	(46)	Shower	5.00	6.00
	(47)	Slop sink	5.00	6.00
	(48)	Steam bath	5.00	6.00
	(49)	Storage tanks (water) - less than 40 gal.	5.00	10.00
	(50)	Storage tanks (water) - 40 gal. or more	10.00	50.00
	(51)	Sump pump	15.00	30.00
	(52)	Tempering Valve	10.00	20.00
	(53)	Therapeutic tub/spa	10.00	20.00
	(54)	Thermo-expansion tank	5.00	10.00
	(55)	Trench drain	5.00	10.00
	(56)	Urinal	5.00	6.00
	(57)	Utility sink	5.00	6.00
	(58)	Washing machine	5.00	6.00
	(59)	Water line (exterior/main)	20.00	75.00
	(60)	Water closet	5.00	6.00
	(61)	Waterproofing (*No Plumbing Registration Required)	100.00	
		*Less than 100 linear feet		150.00
		*More than 100 linear feet		250.00
	(62)	Hot Water Tank/Water Heater	10.00	20.00
	(63)	Whirlpool tub/hot tub - connected direct or indirect to a sanitary sewer	5.00	10.00
	(64)	Yard drains	5.00	6.00
	(65)	Any item not included above requiring inspectional service	5.00	75.00
	(For each reinspection necessary due to faulty or incomplete work \$50.00) (Any request for refund of permit fees.....\$50.00 Administrative Fee)			

(Ord. 2012-115. Passed 6-18-12; Ord. 2016-45. Passed 3-7-16.)

1329.05 FEES FOR HVAC WORK.

In addition to the fees for building permits provided in Section 1329.03, the following fees shall be collected by the Building Commissioner for heating work:

(a)	For an Air Conditioning and Heating Contractor's Registration, for a maximum of one year, expiring on December 31st of the year, the licensee is to hold a State of Ohio HVAC Contractor's Registration:			\$75.00
(b)	A Base Fee for each permit for new work, alterations, installation of any HVAC, cooling, heating appliance systems, or similar devices:			40.00
(c)	Furnace/AC contractor must schedule an inspection within 72 hours or an administrative fee will be charged of:			100.00
(d)	The following sums in addition to the base fee provided by subsection (b) hereof, where applicable:			
			Residential	Commercial
	(1)	Air Handlers in Attics	\$ 5.00	\$ 15.00
	(2)	Central air conditioning (each compressor unit)	50.00	100.00
	(3)	Chillers		200.00
	(4)	Clothes dryer	5.00	50.00
	(5)	Commercial cooking hood (refer to 1329.04(c)(13) & 1329.06(c)(6))		200.00
	(6)	Cooling tower		150.00
	(7)	Decorative appliances	25.00	25.00
	(8)	Diffusers (supply and return)	2.00	5.00
	(9)	Duct work (additional)	20.00	60.00
	(10)	Electronic air filter	8.00	20.00
	(11)	Emergency recovery units		100.00
	(12)	Energy vent damper	20.00	30.00
	(13)	Fan coil units		100.00
	(14)	Fans	5.00	20.00
	(15)	Fire dampers		20.00
	(16)	Fireplace (factory built)	55.00	100.00
	(17)	Furnace (new/replacement)	50.00	75.00
	(18)	Gas grills	5.00	30.00
	(19)	Heat exchangers		100.00
	(20)	Heating systems (1st 180,000 BTU)		100.00
		Each additional 1,000 BTU (after 1st 180,000)		1.00
	(21)	Heat pumps	25.00	75.00
	(22)	Humidifier	8.00	15.00
	(23)	Hydronic radiant heat system (int./ext.)	20.00	100.00
	(24)	Log lighters	25.00	50.00
	(25)	New or innovative systems for heating, hot water, and/or A/C (need Bldg. Comm. Approval)	50.00	150.00
	(26)	Power operated dampers	10.00	25.00
	(27)	Refrigeration Equipment		100.00
	(28)	Rooftop unit		150.00

(Ord. 2012-115. Passed 6-18-12; Ord. 2016-45. Passed 3-7-16.)

In addition to the fees for building permits provided in Section 1329.03, the following fees shall be collected by the Building Commissioner for electrical work:

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				Residential	Commercial
		(16)	Garage door opener	\$ 10.00	\$ 15.00
		(17)	Generator 0 - 400 kw	25.00	50.00
		(18)	Generator 401kw & up	50.00	200.00
		(19)	Inverter	20.00	40.00
		(20)	Hair dryer (salon)	7.50	20.00
		(21)	Heat cables - roof snow removal	7.50	20.00
		(22)	Heat trace cables	10.00	50.00
		(23)	Hi-intensity lights 1000 watts or more	10.00	20.00
		(24)	Hot tubs	10.00	20.00
		(25)	Hot water heater	10.00	20.00
		(26)	Humidifiers	7.50	10.00
		(27)	Instant hot water	10.00	20.00
		(28)	Lighting fixtures	1.00	2.00
		(29)	Motor controllers		15.00
		(30)	Medical Equipment - * per unit, under 125 volts	20.00	50.00
		(31)	Medical Equipment - *per unit, over 125 volts	30.00	100.00
		(32)	Meter install	20.00	40.00
		(33)	Motors 1 ½ H.P. or less	5.00	5.00
		(34)	Motors over 1 ½ H.P. to 10 H.P.	20.00	20.00
		(35)	Motors over 10 H.P.	50.00	75.00
		(36)	Motor starter		15.00
		(37)	MRI, CT scan or any similar device		200.00
		(38)	Nurse call station		100.00
		(39)	Panel board - Less than 800	20.00	40.00
			800 Amp and larger		75.00
			(including dimmer & lighting control panels)		
		(40)	Parking lot lighting standards (over 8' in height)		30.00
		(41)	Photovoltaic Module	50.00	50.00 + 2.00 per Module
		(42)	Pre-engineered systems	50.00	100.00
		(43)	Post lights & pathway lighting fixtures	10.00	15.00
		(44)	Ranges	10.00	15.00
		(45)	Receptacles 240 volt	10.00	15.00
		(46)	Receptacles under 240 volt	1.00	2.00
		(47)	Security system (no base fee)	50.00	150.00
			*No Electrical Registration required if using existing grounded receptacle.		
		(48)	Service - New (re-energize)	20.00	40.00
		(49)	Sign illumination		20.00
		(50)	Smoke detector system (no base fee)	50.00	50.00 + 2.00 per S.D.

			Residential	Commercial
	(51)	Snow melting system - below grade	\$ 50.00	\$ 100.00
	(52)	Swimming Pool	20.00	75.00
	(53)	Switches	1.00	2.00
	(54)	Temporary electrical service	20.00	30.00
	(55)	Track lighting (each section)	2.00	5.00
	(56)	Transfer Switch	10.00	25.00
	(57)	Transformers		25.00
	(58)	Underground wiring	25.00	35.00
	(59)	Window or through the wall A/C units - 1 horsepower or more (direct wired)	7.50	10.00
	(60)	Wind turbine	50.00	50.00
	(61)	X-Ray machines	50.00	50.00
	(62)	Any item not including above requiring inspectional service	5.00	75.00
	(For each reinspection necessary due to faulty or incomplete work \$ 50.00) (Any request for refund of permit fees.....\$50.00 Administrative Fee)			

(Ord. 2012-115. Passed 6-18-12; Ord. 2016-45. Passed 3-7-16.)

1329.07 FEES FOR INSPECTIONS.

For each extra inspection in connection with the installation, alteration, removal, addition or demolition of any building pursuant to a building permit issued where such extra inspection is made necessary by faulty or incomplete work, whether construction, plumbing, heating, electrical or otherwise, the Building Commissioner shall require the payment of a fifty dollar (\$50.00) fee. (Ord. 2000-147. Passed 9-18-00.)

1329.08 SUBMISSION OF PLANS TO ARCHITECTURAL BOARD OF REVIEW AND CITY ARCHITECT; FEES.

(a) In addition to the fees required to be paid for building permits as provided in Section 1329.03, the following filing fees shall be collected from the applicant at the time plans and specifications are submitted and before a building permit may be issued:

- | | | |
|-----|--|----------|
| (1) | Minor alterations and repairs (up to \$1,000 valuation, including signs) | \$ 25.00 |
| (2) | Major alterations and repairs (over \$1,000 up to \$25,000 valuation, including signs) | 35.00 |
| (3) | Major alterations and repairs (over \$25,000 up to \$35,000 valuation, including signs) | 50.00 |
| (4) | Major alterations and repairs (over \$35,000 valuation, including signs) | 75.00 |
| (5) | All new single and two-family residential buildings, including additions | 2400.00 |
| (6) | All new construction other than single and two-family residential buildings, including additions | 250.00 |
| (7) | Exterior deck additions for residential and commercial | 25.00 |
| (8) | Revisions to plans previously approved, required additional review | 30.00 |

Such fees shall cover the cost of architectural review, as provided for in Section 153.06.

However, if the Architectural Board of Review determines that it is necessary to secure outside professional assistance and advice on plans, the cost of such professional services shall be paid by the applicant. In the case of a special meeting requested by the applicant, an additional fee of three hundred dollars (\$300.00) shall be paid by such applicant to cover the cost to each member of the Architectural Board of Review for their time at such special meeting.

(b) In addition to the fees required to be paid for building permits as provided in Section 1329.03, and in addition to the fees required to be paid for examination by the Architectural Board of Review under subsection (a) hereof, filing fees shall be collected from the applicant at the time plans and specifications are submitted, and before a building permit can be issued, for those plans required to be reviewed by the City Plans Examiner, as specified in the administrative section of the Ohio Building Code.

A fee of fifty dollars (\$50.00) shall be paid to the City for each plan to be reviewed by the City Plans Examiner. The following filing fees and deposit, if required, shall also be submitted to cover all expenses of such review by the City and/or the City Plans Examiner:

<u>Estimated Total Cost of Project</u>	<u>Amount of Fee</u>	<u>Amount of Deposit</u>
\$100,000 or less	\$ 500.00	N/A
More than \$100,000 but not more than \$500,000	1000.00	N/A
More than \$500,000 but not more than \$1,000,000	1500.00	N/A
More than \$1,000,000	3000.00	\$10,000.00

1329.09 REFUND OF DEPOSITS.

When the estimated cost of construction is over one million dollars (\$1,000,000.00) and funds are deposited with the Municipality as required by this Building Code to guarantee the performance of the provisions thereof or as a guarantee to protect the property of the Municipality during building operations, any balance remaining and due the depositor after compliance with the conditions of such guarantee shall be paid to the depositor upon demand. If, however, such remainder is not called for by the depositor, such balance shall be placed in a trust fund to be held for the depositor for a period of five years and, if not called for within such period, such balance shall be paid into the General Fund. (1964 Code § 92.50)

1329.10 APPLICATION FILING FEES FOR THE PLANNING AND ZONING COMMISSION; CASH FILING FEE AND DEPOSIT FOR ADDITIONAL PROFESSIONAL SERVICES.

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

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

	<u>Zoning District/Variations</u>	<u>Fee</u>
(1)	U-1, A-1	\$ 300.00
	U-1, A-2	
	U-2	
	U-2A	

Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.

	<u>Zoning District</u>	<u>Fee</u>
(2)	All other Zoning Districts for site development plan review (new buildings/additions)	\$ 5000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00

(4) All Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2 and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious uses \$750.00

(5) Map amendment \$2500.00

(c) Charges for the professional services of the Engineer, Law Director, City Planner and/or any other professional services shall be the rates set forth in their contracts.

(d) Once approval has been granted by the City Engineer and/or the Planning and Zoning Commission for any project which requires inspectional services, by the City Engineer, the following fee and deposit, if required, shall be paid prior to the issuance of any building permit required under Chapter 1329:

<u>Estimated Total Cost of Construction</u>	<u>Amount of Fee</u>	<u>Amount of Deposit</u>
100,000 or less	\$ 2500.00	N/A
More than 100,000 to 500,000	4000.00	N/A
More than 500,000 to 1,000,000	5000.00	N/A
More than 1,000,000	10,000.00	\$10,000.00

When the estimated cost of construction is over one million dollars (\$1,000,000.00) and any sum not charged against the deposit required in this subsection and subsection (b) above shall be refunded to the applicant or credited against other monies due the City for other pending projects of the applicant. (Ord. 2002-30. Passed 4-15-02.)

1329.11 CASH DEPOSIT FOR TREE LAWN AND STREET EXCAVATIONS.

The City will require the following in addition to the permit fee for tree lawn and street excavations:

- (a) Utilities/Subcontractors. This section shall not apply to public utilities holding a permit from the Public Utilities Commission of Ohio; provided however, that any subcontractors performing work for such public utilities, other than emergency-type work, will be required to comply with all of the requirements of this section. (Ord. 1998-139. Passed 6-8-98.)
- (b) Excavation Fees. A fee of one thousand dollars (\$1,000.00) shall be required for every excavation in a street, and a fee of five hundred dollars (\$500.00) shall be required for every excavation in a tree lawn area.

1329.12 SUBMISSION OF APPLICATION AND PLANS TO CITY ENGINEER FOR DEVELOPMENT IN FLOOD HAZARD AREA; FEE.

In order to implement the issuance of a development permit within any area of special flood hazard established in Section 1322.06, the following requirements are applicable:

- (a) A filing fee of thirty-five dollars (\$35.00) shall be paid for administrative processing at the time of application for said permit.
- (b) At the time of filing, a fee in the amount of five hundred dollars (\$500.00) shall be submitted to cover all expenses of such review by the City Engineer.
- (c) Once the plans have been reviewed and approved by the City Engineer, a development permit shall be issued through the Building Department at a cost of one hundred dollars (\$100.00). (Ord. 1997-181. Passed 10-6-97.)

1329.13 BUILDING DEPARTMENT DOCUMENTATION; ADMINISTRATIVE FEES.

When the Building Commissioner is requested to perform research to verify zoning conditions relating to a property and/or to verify violations existing or previously existing on a property, in order to expedite a transaction for the sale or lease of a property or the refinancing thereof, he shall charge a fee to the requesting party of two hundred dollars (\$200.00) to cover the cost of research and development of said document. (Ord. 2000-147. Passed 9-18-00.)

~~1329.99 PENALTY.~~
~~_____ (EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

~~CHAPTER 1331~~
~~Signs~~

~~—————EDITOR'S NOTE: The provisions of Chapter 1331 were repealed by Ordinance 1970 30, passed April 22, 1970. Provisions relating to signs are now in Chapter 1141 of the Planning and Zoning Code.)~~

~~CHAPTER 1333~~
~~Space Requirements~~

~~1333.01—Minimum space requirements;~~
~~temporary occupancy.~~

~~1333.99 — Penalty.~~

~~CROSS REFERENCE
Certificate of Occupancy — see BLDG. Ch. 1313~~

~~———— 1333.01 MINIMUM SPACE REQUIREMENTS; TEMPORARY OCCUPANCY.~~

~~———— No building or other structure shall be constructed for or used as a residence dwelling within this City unless such building or structure has within its inside walls, exclusive of the basement thereof, a cubical content of 6,000 cubic feet for each family sheltered thereby, and unless sewer and water installations are installed therein, if such structure or building is located on a street in which are located street sewers and water mains. However, the Mayor may, in writing, if he considers that the health and welfare of the occupants of such building or structure and of the inhabitants of the City are not prejudiced thereby, with the approval of Council, permit the construction, for temporary occupancy as a residence, of a structure or building not complying with the foregoing provision for a period of not to exceed six months. Such period may be extended by the Mayor, in the same manner, for an additional period of six months upon the written application and consent of the owner and occupant of such premises. Such application and consent shall be so worded and conditioned that the City shall have the right, without liability to it, to remove any and all occupants from such building or structure at the expiration of such period of permissive use and treat such use and occupancy thereof as a nuisance. Occupancy of such building after the expiration of such period of permissive use shall constitute a violation of this section punishable in the manner hereinafter provided. Such permit so granted shall be personal to the applicant and his family and shall not be assignable, and nothing in this section shall be construed as abrogating or limiting any other provisions of this Building Code.~~

~~(1964 Code §93.03)~~

~~———— 1333.99 PENALTY.~~

~~———— (EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1335
Swimming Pools

GENERAL REGULATIONS

- 1335.01 Definitions.
- 1335.02 Construction permit;
application and approval.
- 1335.03 Permit and license fees.
- 1335.04 Maintenance license
required.
- 1335.05 Revocation of license; appeal.
- 1335.06 Inspection by Safety
Director.
- 1335.07 Compliance with requirements
of State Department of
Health.
- 1335.08 Safety of bathers.
- 1335.09 Polluted water.
- 1335.10 Arrangement of lights.
- ~~1335.11 Noise.~~
- ~~1335.12 Commercial activities
prohibited.~~
- ~~1335.13 Enclosures.~~

PUBLIC SWIMMING POOLS

- 1335.20 Plans to be submitted to Building Department.
- 1335.21 Design and construction requirements.
- 1335.22 ~~Cleanliness of pool and environs.~~
- ~~1335.23 Operation and maintenance.~~
- ~~1335.24 Quality of water.~~
- ~~1335.25 Records required.~~
- ~~1335.26 Refusal of entry.~~
- ~~1335.27 Operating personnel.~~
- ~~1335.28 Lifeguards. (Repealed)~~Operation of Pools.

FAMILY SWIMMING POOLS

- 1335.29 Location of family pools.
- 1335.30 Plans to be submitted to Building Department.
- 1335.31 Design and construction requirements.
- 1335.32 ~~Cleanliness of pool and environs.~~
- ~~1335.33 Operation and maintenance.~~
- ~~1335.34 Quality of water.~~
- ~~1335.35 Bathers with communicable diseases.~~
- ~~1335.36 Operating personnel.~~Operation of Pools.
- 1335.3733 Pool permits required.
- ~~1335.38 Variances.~~
- ~~1335.99 Penalty.~~

CROSS REFERENCES

Swimming pool construction and operation permit fees - see
BUS. REG. 705.01
Water connections - see S. & P. S. Ch. 911
Standard work without permit - see ADM. 143.05

GENERAL REGULATIONS

1335.01 DEFINITIONS.

The following definitions, terms, phrases, words and their derivations shall apply to this chapter:

- ~~(a) "Safety Director" means the Safety Director of the City or his authorized representatives.~~
- ~~(b) "Building Commissioner" means the Building Commissioner of the City or his or her authorized representatives. (1964 Code Sec. 56.01)~~
- (ea) "Public swimming pool" means any indoor or outdoor structure, chamber, or tank containing a body of water for swimming, diving, or bathing that is intended to be used collectively for swimming, diving, or bathing, and is operated by any person whether as owner, lessee, operator, licensee, or concessionaire, regardless of whether or not a fee is charged for use, but does not mean any public bathing area or private residential swimming pool.
- (db) "Residential swimming pool" means any indoor or outdoor structure, chamber, or tank, containing a body of water for swimming, diving, or bathing, located at a dwelling housing for no more than three families and used exclusively by the residents and their nonpaying guests.

~~(Ord. 1999-111. Passed 6-21-99.)~~

1335.02 CONSTRUCTION PERMIT; APPLICATION AND APPROVAL.

Before work is commenced on the construction of a swimming pool, or on any alterations, additions, remodeling or other improvement thereto, an application for a permit to construct and the plans and specifications and pertinent explanatory data hereinafter required shall be submitted to the Building Commissioner for approval, and no part of the work shall be commenced until the Building Commissioner has evidenced his or her approval by a suitable endorsement upon such plans and specifications and has granted a permit therefor. (1964 Code Sec. 56.02)

1335.03 PERMIT AND LICENSE FEES.

(a) Permits. The fee for the permit to construct a swimming pool shall be as prescribed in Section 1329.03(u). Such fee is in addition to permit fees applicable to other structures which may be incidental to the pool, or to plumbing, sewerage or wiring connections therewith. (Ord. 1999-111. Passed 6-21-99.)

(b) License. The fee for a license to conduct, operate and maintain a public swimming pool shall be as prescribed in Section 705.01. (Ord. 1996-236. Passed 2-24-97.)

1335.04 MAINTENANCE LICENSE REQUIRED.

No person shall operate or maintain a public swimming pool until a license thereof has been issued by the ~~Safety Director~~Building Commissioner. The license for a public swimming pool shall be issued prior to June 1st, or prior to opening, whichever comes first, on an annual basis and the license fee shall be paid prior to May 1st of each year, which will permit operation and maintenance until the following April 30. All licenses shall be in writing and shall state the conditions thereof and the term for which the license is granted. It shall be unlawful for any person to conduct, operate, maintain or manage any public swimming pool without complying with the requirements of this chapter. The license issued hereunder shall be posted in a conspicuous place on the premises where the pool is located. (Ord. 1996-236. Passed 2-24-97.)

1335.05 REVOCATION OF LICENSE; APPEAL.

Any license granted by the ~~Safety Director~~Building Commissioner hereunder may be revoked by him for failure to comply with rules and regulations promulgated hereunder or with provision of this chapter, or whenever, in the determination of the ~~Safety Director~~Building Commissioner, further operation under such license creates a menace to the health, safety or morals of the user of the swimming pool. However, the holder of any license which has been revoked may appeal from such revocation in writing within thirty days of such revocation to ~~Council~~the Planning and Zoning Commission, and ~~Council~~the Commission shall at its next regular meeting, determine the legality or reasonableness of the revocation of the license. No appeal under this section however, shall entitle the license holder to continue operation of the swimming pool pending action of ~~Council~~the Planning and Zoning Commission. ~~(1964 Code Sec. 56.05)~~

1335.06 INSPECTION BY ~~SAFETY DIRECTOR~~BUILDING COMMISSIONER.

The ~~Safety Director~~Building Commissioner shall inspect or cause to be inspected all pools within the City at such times as he may deem necessary to carry out the intent of this chapter. The ~~Safety Director~~Building Commissioner, or his duly authorized representative, is hereby authorized to enter upon any premises, private or public, to take samples of water from the pools at such times as he may deem necessary and to require the owner, proprietor or operator to comply with the provisions of this chapter. In the event of failure of compliance, after due notice, with any provisions of this chapter, the ~~Safety Director~~Building Commissioner shall have the power to abate or cause a suspension of the use of such pool until such time as the same is, in the opinion of the ~~Safety Director~~Building Commissioner, no longer a menace or hazard to health, safety or morals. ~~(1964 Code §56.06)~~

1335.07 COMPLIANCE WITH REQUIREMENTS OF STATE DEPARTMENT OF

HEALTH.

In the construction, operation and maintenance of any swimming pool, the laws of the State of Ohio and the rules, regulations and requirements of the State Department of Health shall be observed. In the event of any conflict between the provisions of this chapter and any provision of State law or any requirement, rule or regulation of the State Department of Health, the provision imposing the higher standard or more stringent requirement shall be controlling. (1964 Code §56.07)

1335.08 SAFETY OF BATHERS.

All reasonable precautions shall be taken to protect the users of swimming pools from injury or accident. Convenient means of ingress and egress shall be provided and the depth of water and any irregularities of the bottom shall be clearly indicated. Safe appliances such as lifebuoys, hooks, bamboo poles, ropes and equipment, including first-aid kits, shall be provided and be readily accessible. (1964 Code §56.08)

1335.09 POLLUTED WATER

No body of water, whether it is natural or artificial, which contains sewage, waste or other contaminating or polluting ingredients rendering the water hazardous to health, or which otherwise fails to meet the requirements of this chapter, shall be used for swimming or bathing purposes by any person. (1964 Code §56.09)

1335.10 ARRANGEMENT OF LIGHTS.

Lights used to illuminate any pool shall be so arranged and shaded as to reflect light away from adjoining premises and public streets. (1964 Code §56.10)

~~1335.11 NOISE.~~

~~It shall be unlawful for any person to make, continue or cause to be made or continued at any pool, any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. In the operation of a pool, no person shall use or permit the use or operation of any radio, receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing of the person or persons who are on the pool premises.~~
(1964 Code §56.11)

1335.12 COMMERCIAL ACTIVITIES PROHIBITED.

~~Any commercial operation entailing sales of food, drinks or other merchandise within the enclosure of any swimming pool, as required by Section 1335.13, or on any private premises, is prohibited.~~ (1964 Code §56.12)

~~1335.13 ENCLOSURES.~~

~~(a) Every outdoor swimming pool shall be completely surrounded by a fence not less than four feet in height of chain-link type and style. The Building Commissioner may approve an alternate type and style which is equal to or exceeds the security of a chain-link fence.~~
(Ord. 1984-138. Passed 11-19-84.)

~~(b) A building or existing wall may be used as part of such enclosure.~~

~~(c) All gates or doors opening through such enclosure shall be designed to permit locking and shall be kept locked when the pool is not in actual use or is left unattended.~~

~~(d) These requirements shall apply to both new and existing outdoor swimming pools. However, owners of existing outdoor pools shall be given a reasonable period, not to exceed one year from the effective date of this section (Ordinance 1961-24, passed February 20, 1961), in which to comply. No person in possession of land within the City, either as owner, purchaser, lessee, tenant or licensee, upon which is situated a swimming pool, shall fail to provide and maintain such fence as herein provided.~~

~~(e) The Safety Director and the Building Commissioner may make modifications in individual cases, upon showing of good cause, with respect to the height, nature or location of~~

the fence, gates or latches, or the necessity therefor, provided that the protection as sought hereunder is not reduced thereby. The ~~Safety Director and the~~ Building Commissioner may permit other protective devices or structures to be used so long as the degree of protection afforded by the substitute devices or structures is not less than the protection afforded by the wall, fence, gate and latch described herein.
(1964 Code Sec. 56.13)

PUBLIC SWIMMING POOLS

1335.20 PLANS TO BE SUBMITTED TO BUILDING DEPARTMENT.

Plans, specifications and pertinent explanatory data submitted in connection with an application for a permit to construct a public swimming pool or any alteration, addition, remodeling or other improvement thereto shall comply with the following requirements and shall include the following plans and information as well as such data as may reasonably be requested by the Safety Director or the Building Commissioner:

- (a) Plans shall be drawn to a scale of not less than one-eighth inch per foot, indicating all materials and methods of construction and indicating all dimensions, including the length, width and depth of the pool and the width of the pool deck;
- (b) A profile plan showing the same information;
- (c) A plot plan showing the position of the pool in relation to buildings and lot lines;
- (d) A cross-section of scum gutters, skimmers or overflow troughs, where used;
- (e) Pipe diagrams showing the size of all pipes, inlets, outlets, makeup water lines, vacuum lines, waster and discharge lines, circulation and other piping;
- (f) The pool equipment room layout, showing filters, their location, pumps, chlorinators, chemical feeders, flow meter gauges, sight glass, strainers, hair and lint interceptors, dimensions of the filter room and its location, floor drain, sumps and other pertinent information;
- (g) The liquid capacity of the pool;
- (h) The liquid capacity of an accessory wading pool, if any;
- (i) The kind, number and size of filters, including the square footage of the filter area in each unit;
- (j) The top capacity in gallons per minute, of the recirculating system;
- (k) A description of chemical feeders for soda ash and alum;
- (l) The type, kind and description of chlorinator;
- (m) The type and range of testing equipment, including chlorine;
- (n) A description and plan of lighting facilities;
- (o) The type, design and location of enclosing fence. (1964 Code §56.20)

1335.21 DESIGN AND CONSTRUCTION REQUIREMENTS.

The Building Commissioner shall not issue a permit to construct or approve the construction of any public swimming pool or any alteration, addition, remodeling or other improvement thereto unless the following design and construction requirements are observed. Public swimming pools shall be constructed and maintained in conformity with the following requirements. For pools already in existence, the Safety Director and the Building Commissioner shall furnish the owners with a program of improvements and additions which shall be carried out over a period not to exceed five years, in order to comply with the requirements of this chapter for new pools.

- (a) Materials. The water-containing surface of artificial swimming pools shall be light in color, impervious and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.
- (b) Walls and Markings. The walls of the pool shall be vertical. Conspicuous markings shall be provided at regular intervals showing the depth of the pool. Special markings for large and odd-shaped pools shall be as prescribed by the Safety Director.
- (c) Overflow Troughs and Skimmers. Each pool shall be equipped with an overflow trough or skimmers. Troughs shall be not less than three inches deep, extending completely around the perimeter of the pool. If skimmers are used, they shall be installed at the rate of one per 500 square feet of surface area of the pool.
- (d) Water Supply and Outlets. The pool shall be equipped with water inlets and outlets of sufficient size and proper location to provide a uniform circulation of

water in all parts of the pool. All water inlets shall be located not less than one foot above flood rim of the pool or shall be provided with a vacuum brake sufficient in size to prevent backflow in the event of lowered pressure in the public water lines. All drainage of the pool shall be into a storm outlet only.

- (e) Separate Space for Bathers and Spectators. The design of the locker room, shower rooms and pool shall be such as to provide proper routing of bathers and complete separation of bathers and spectators.
- (f) Heating. All indoor pools which are to be used when the outside temperature is below sixty degrees Fahrenheit shall be provided with facilities for uniform and adequate heating of the pool room, dressing rooms and water in the pool.
- (g) Water in Pool. The water in the swimming pool shall meet the requirements of the County Board of Health for a safe drinking water supply.
- (h) Recirculation. For new pools, provision shall be made for complete circulation of water through all parts of the pool. The system shall be equipped with a water recirculating system of sufficient capacity to provide a complete turnover of water at least once every eight hours. The installation of new pools of the "fill and draw," type shall not be permitted. A satisfactory circulating system for the swimming pool shall be installed, consisting of a circulating pump, chemical dosing equipment (alum and alkali) or surge tank, float valve control on water supply, hair and lint catcher, chlorinator, indicator, recording and totalizing instrument, flow meters, pressure gauges, piping connection to inlets and outlets, dual drain system and all other necessary fixtures and connections. All equipment must be readily accessible and every pool shall be provided with necessary equipment for the measurement of acidity or alkalinity and for residual determinations. The equipment room shall be satisfactorily located and adequately drained.
- (i) Indicating, Recording and Totalizing Instruments. When necessary, in the opinion of the Safety Director, indicating, recording and totalizing instruments, flow meters or indicators and pressure gauges shall be installed at such points as may be designated by the Safety Director.
- (j) Hair and Lint Catchers. The pump suction line of the recirculating system shall be provided with a hair and lint catcher and with a vacuum gauge of such type and so located as to indicate when it is necessary to clean the catcher.
- (k) Drinking Water. Lavatory and drinking water supplies shall be adequate in quality and quantity.
- (l) Walks. Each public swimming pool shall be provided with a paved walk at least six feet in width so as to completely surround the pool. Such walk shall be drained away from the pool.
- (m) Lighting. Lighting for a public swimming pool shall be adequate for the protection of the public, as determined by the Building Commissioner. All lighting and wiring shall be in accordance with the current edition of the National Electrical Code and all fixtures and equipment shall be "UL" approved.
- (n) Hose. Hose connections and hose must be of ample size and pressure to clean all of the pool area.
- (o) Towers and Steps. Steps and ladders must be made of impervious, corrosion-resistant materials, with a uniform rise not to exceed twelve inches. The decks of diving towers which are over one meter high shall be protected with suitable railings to prevent falling, except into the water.

~~(p) Bathhouse and Toilet Facilities. Every public swimming pool shall be provided with conveniently located dressing, shower, locker and toilet rooms. If such pool is intended for simultaneous use by both sexes, separate facilities shall be provided for each sex. For the purposes of this section, it may be assumed that the maximum load shall consist of an equal number of males and females. Sanitary fixtures, based on maximum expected load, shall be provided as follows:~~

~~(1) Showers:~~

~~1 shower for 1 to 20 bathers~~

~~2 showers for 1 to 50 bathers~~

~~3 showers for 1 to 100 bathers~~

~~1 shower for each additional 50 bathers over 100~~

~~(2) Female water closets:~~

~~1 water closet for 1 to 20 bathers~~

~~2 water closets for 1 to 50 bathers~~
~~3 water closets for 1 to 100 bathers~~
~~1 water closet for each additional 60 bathers over 100~~
~~(3) Male water closets and urinals.~~
~~1 water closet and urinal for 1 to 30 bathers~~
~~2 water closets and 2 urinals for 1 to 100 bathers~~
~~3 water closets and 3 urinals for 1 to 200 bathers~~
~~1 water closet and 1 urinal for each 150 bathers over 200~~
~~(1964 Code 56.21; Ord. 1996-236. Passed 2-24-97.)~~

~~1335.22 CLEANLINESS OF POOL AND ENVIRONS.~~

~~(a) Daily Cleansing. At least once each day, when a public swimming pool is in use, the bottom of the pool shall be completely cleaned and all sediment and other foreign matter removed by vacuum cleaner or other equally efficient means. In addition, the overflow trough shall be completely cleaned and all sediment and other foreign matter removed therefrom.~~

~~(b) Weekly Cleansing. At least once each seven days the sides of each public swimming pool and the overflow trough shall be thoroughly scrubbed and cleaned. Each filter shall be thoroughly backwashed and each hair and lint catcher completely emptied and thoroughly cleaned.~~

~~(c) General Requirement. The buildings, grounds, dressing rooms and all other swimming pool facilities shall be kept clean and in a sanitary condition and maintained free from garbage, trash and other refuse. (1964 Code §56.22)~~

~~1335.23 OPERATION AND MAINTENANCE.~~

~~(a) Chlorination plants shall be operated in such manner that the amount of excess or residual chlorine in all parts of the pool at all times when the pool is in use shall not be less than .4 parts per million nor more than 1.00 part per million.~~

~~(b) The chlorinator and tanks shall be installed in a special closet with a vent to the exterior of the building and with a fan, unless considered unnecessary by the Safety Director. (1964 Code §56.23)~~

~~1335.24 QUALITY OF WATER.~~

~~(a) The bacterial quality of water in the pool shall be maintained so that no two successive samples nor more than fifteen percent of any number of successive samples shall contain more than 200 bacteria per cubic centimeter, nor show positive confirmed results for colon aerogenes. (1964 Code §56.24)~~

~~(b) The Safety Director may require samples to be taken and submitted to a designated independent testing laboratory whenever he determines it necessary for the safe operation of any pool. (Ord. 1996-236. Passed 2-24-97.)~~

~~1335.25 RECORDS REQUIRED.~~

~~The person in charge of each public swimming pool shall cause to be kept complete records, showing the following information:
(Ord. 1996-236. Passed 2-24-97)~~

- ~~(a) The number of swimmers in such pool each day;~~
- ~~(b) The temperature of the water in an indoor swimming pool, taken at least once during the morning and once during the afternoon of each day the pool is used;~~
- ~~(c) The temperature of the air in the pool room of an indoor swimming pool, similarly taken;~~
- ~~(d) The amount of residual chlorine or other bactericide in the water of the pool, tested at least once in the morning and once in the afternoon of each day the pool is used, together with the name or initials of the person testing;~~
- ~~(e) The dates on which the filters are backwashed;~~
- ~~(f) The dates on which the hair and lint catchers are cleaned;~~
- ~~(g) The number of gallons of water per day recirculated in the pool;~~
- ~~(h) The date on which each sample is taken for bacterial count and the name of the~~

- ~~person taking such sample;~~
~~(i) Such further information as may be required by the Safety Director in order to determine whether the pool is being safely operated.~~
~~(1964 Code §56.25)~~

~~1335.26 REFUSAL OF ENTRY.~~

~~Any person with an obvious infectious wound shall not be permitted to use a public swimming pool, public spa, or special use pool. No person who is observed passing feces, urine, or blood into a pool or spa shall be permitted to use the pool or spa. Any person who has been refused entry to or removed from a pool or spa under this section because of an infectious wound may be granted entry upon presentation of a written statement from a physician that the condition is not infectious.~~
~~(Ord. 1996-236. Passed 2-24-97.)~~

~~1335.27 OPERATING PERSONNEL.~~

~~Each public swimming pool shall be operated under the close supervision of a well trained and responsible operator or operators, capable of making field tests such as residual chlorine or other bactericide, and thoroughly familiar with the operation of all mechanical appurtenances of the pool. Any such operator shall, upon request, demonstrate to the satisfaction of the Safety Director his ability to perform his required duties.~~
~~(1964 Code §56.27)~~

~~1335.28 LIFEGUARDS.~~

~~(EDITOR'S NOTE: Former Section 1335.28 was repealed by Ordinance 1999-111, passed June 21, 1999.)~~

1335.22 OPERATION OF POOLS.

Pools shall be operated at all times in compliance with the requirements and standards of the Cuyahoga County Health Department.

RESIDENTIALFAMILY SWIMMING POOLS

1335.29 LOCATION OF RESIDENTIAL SWIMMINGFAMILY POOLS.

(a) No residentialfamily swimming pool (hereinafter referred to in this section as "pool") shall be constructed except on the same lot as the owner's dwelling or, if it is under the same ownership as the dwelling, on a vacant lot immediately contiguous thereto. The following conditions must be met if the pool is to be located on the same building lot as the dwelling of the owner:

- (1) The pool must be constructed in the rear yard, but not closer at any point than ten feet from the building itself. (1964 Code Sec. 56.30)
- (2) The pool must be enclosed by a fence as required by the ordinances of the City. (Ord. 1984-138. Passed 11-19-84.)
- (3) A fence surrounding or partially surrounding a pool shall not be closer than six feet to the edge of the pool at any point.
- (4) The surface area of the pool may not exceed twenty-five percent of the area of the rear yard.

(b) When a pool is located on a lot contiguous to the lot on which the owner's house is located and under the same ownership as the dwelling, the following conditions must be met:

- (1) No part of the pool shall be located forward of the setback line of the owner's dwelling.
- (2) No part of the pool shall be closer than ten feet from the owner's dwelling and no closer than sixteen feet from any property line of any other property owner.
- (3) No pool shall be built across any property line, regardless of the ownership thereof.
- (4) If the contiguous lot has frontage on a street other than on which the owner's dwelling is located, no part of the pool shall be forward of the minimum setback line. (1964 Code §56.30)

1335.30 PLANS TO BE SUBMITTED TO BUILDING DEPARTMENT.

Plans, specifications and pertinent explanatory data required to be submitted in connection with an application for a permit to construct a family swimming pool or any alteration, addition, remodeling or other improvement thereto, shall comply with the following requirements, and shall include the following plans and information, as well as such other data as may reasonably be requested by the Safety Director and the Building Commissioner:

- (a) Plans shall be drawn to a scale of not less than one-eighth inch per foot, indicating all materials and methods of construction and all dimensions, including the length, width and depth of the pool and the width of the pool deck;
 - (b) A profile plan showing the same information;
 - (c) A plot plan showing the position of the pool in relation to buildings and lot lines;
 - (d) A cross-section of scum gutters, skimmers or overflow troughs, where used;
 - (e) Pipe diagrams showing the size of all pipes, inlets, outlets, makeup water lines, vacuum lines, waste and discharge lines, circulating and other piping;
 - (f) The pool equipment layout, showing filters, pumps, chlorinators, hair and lint interceptors and their locations and other pertinent information;
 - (g) The liquid capacity of the pool;
 - (h) The liquid capacity of an accessory wading pool, if any;
 - (i) The kind, number and size of filters, including the square footage of the filter area in each unit;
 - (j) The top capacity in gallons per minute;
 - (k) The method of chlorination to be used;
 - (l) The type and range of testing equipment;
 - (m) The type, design and location of enclosing fence;
 - (n) A description and plan of lighting facilities.
- (1964 Code §56.31)

1335.31 DESIGN AND CONSTRUCTION REQUIREMENTS.

The Building Commissioner shall not issue a permit to construct any family swimming pool or any alteration, addition, remodeling or other improvement thereto, unless the following design and construction requirements are observed. Swimming pools shall be constructed and maintained in conformity with the following requirements. For pools already in existence, the Safety Director and the Inspector of Buildings shall furnish the owners with a program of improvements and additions which shall be carried out over a period not to exceed five years after notice, in order to comply with the requirements of this chapter.

- (a) Material. The water-containing surface of artificial pools shall be light in color, impervious and provide a tight tank with smooth and easily cleaned surfaces. Sand or dirt bottoms are prohibited.
- (b) Depth Markings. Conspicuous markings shall be provided at regular intervals showing the depth of the pool. Special markings for large and odd-shaped pools shall be as prescribed by the Safety Director
- (c) Water Supply Outlets. Each pool shall be equipped with water inlets and outlets of sufficient size and proper location to provide a uniform circulation of water in all parts of the pool. All water inlets shall be located not less than one foot above the flood rim of the pool or shall be provided with a vacuum brake sufficient in size to prevent backflow in the event of lowered pressure in the public water lines. All drainage of the pool shall be into a storm outlet only.
- (d) Walkways. The pool shall be completely surrounded by a walkway at least four feet in width which shall be drained away from the pool.
- (e) Water in Pool. The water in the pool shall meet the requirements of the County Board of Health for a safe drinking water supply.
(1964 Code §56.32)
- (f) Recirculation. For new pools, provisions shall be made for complete circulation of water through all parts of the pool. A dual drain system shall be installed on all recirculation pools. The system shall be equipped with a water recirculating system of sufficient capacity to provide a complete turnover of water at least once in eight hours.
(Ord. 1996-236. Passed 2-24-97.)
- (g) Indicating, Recording and Totalizing Instruments. When necessary, in the opinion of the Safety Director, indicating, recording and totalizing instruments, flow meters or indicators and pressure gauges shall be installed at such points as

- may be designated by the Safety Director.
- (h) Hair and Lint Catchers. The pump suction line of the recirculating system shall be provided with a hair and lint catcher.
 - (i) Hose. Hose connections and hose must be of ample size and pressure to clean all of the pool area.
 - (j) Towers and Steps. Steps and ladders must be made of an impervious, corrosion-resistant material, with a uniform rise not to exceed twelve inches. The decks of diving towers which are over one meter high shall be protected with suitable railings to prevent falling, except into the water.
 - (k) Lighting. Where a family pool is used during the hours of darkness, illumination of the pool surface and for a distance of five feet from the edge of the pool shall be maintained between the limits of two and five footcandles of light (approximately one-half watt per square foot of the area required to be illuminated, where lights are placed not over ten feet above and within the limits of the area). All lighting and wiring shall be in accordance with the current edition of the National Electrical Code and all fixtures and equipment shall be "UL" approved.
(1964 Code §56.32)

1335.32 OPERATION OF POOLS.

Pools shall be operated at all times in compliance with the requirements and standards of the Cuyahoga County Health Department.

1335.32 CLEANLINESS OF POOL AND ENVIRONS.

(a) Daily Cleansing. At least once each day, when a family swimming pool is in use, the bottom of each swimming pool shall be completely cleansed and all sediment and other foreign matter removed by vacuum cleaner or other equally efficient means. If an overflow trough is provided, it shall be completely cleaned and all sediment and foreign matter removed therefrom.

(b) Weekly Cleansing. At least once each seven days the sides of each family swimming pool and the overflow trough shall be thoroughly scrubbed and cleaned, each filter shall be thoroughly backwashed and each hair and lint catcher completely emptied and thoroughly cleaned.

(c) General Requirements. All swimming pool facilities, including grounds used in connection therewith, shall be kept clean and in a sanitary condition and maintained free from garbage, trash and other refuse. (1964 Code §56.33)

1335.33 OPERATION AND MAINTENANCE.

Chlorination shall be accomplished in such manner that the amount of excess or residual chlorine in all parts of the pool at all times when the pool is in use shall not be less than four-tenths parts per million, nor more than one part per million. Where a gas chlorinator is used, it shall be installed in an enclosure other than a dwelling or attached garage and vented to the outside by louvers or forced ventilation, subject to the approval of the Inspector of Buildings. (1964 Code §56.34)

1335.34 QUALITY OF WATER.

The bacterial quality of water in the pool shall be maintained so that no two successive samples nor more than fifteen percent of any number of successive samples shall contain more than 200 bacteria per cubic centimeter, nor show positive confirmed results for colon aerogenes organisms. The Safety Director may require samples to be taken and submitted for test whenever he considers it necessary for the safe operation of any pool. (1964 Code §56.35)

1335.35 BATHERS WITH COMMUNICABLE DISEASES.

No person having any communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges or any other communicable disease shall use or be permitted to use any swimming pool. The person in charge of any swimming pool shall exclude therefrom any person suspected of having any such ailment. (1964 Code §56.36)

1335.36 OPERATING PERSONNEL.

~~Each family swimming pool shall be operated under the supervision of a responsible adult, capable of making field tests such as residual chlorine, and thoroughly familiar with the operation of all mechanical appurtenances of the pool. Any such operator shall, upon request, demonstrate to the satisfaction of the Safety Director his ability to perform his required duties. (1964 Code §56.37)~~

~~1335.37~~ **33 POOL PERMITS REQUIRED.**

No family swimming pool which is greater than fifty (50) square feet in area and/or has a water depth of greater than twenty-four (24) inches shall be constructed, erected, installed or altered without first obtaining a permit as set forth herein. No family swimming pool which is greater than fifty (50) square feet in area and/or has a water depth of greater than twenty-four (24) inches shall be constructed, erected, installed, altered, operated, or maintained except in compliance with these regulations.
(Ord. 1999-195. Passed 8-7-00.)

~~1335.38~~ **VARIANCES.**

~~The Architectural Board of Review may, in specific cases, vary or permit exceptions to any of the provisions of this chapter if it finds that such variance or exception will not violate the spirit or intent of this chapter and that a more harmonious and useful development will result. (Ord. 1999-195. Passed 8-7-00.)~~

~~1335.99~~ **PENALTY.**

~~(EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1337
Temporary, Portable Structures

- 1337.01 Definitions.
- 1337.02 Portable, on-demand
storage devices.
- 1337.03 Construction dumpsters.

- 1337.04 Enforcement.
- 1337.99 Penalty.

1337.01 DEFINITIONS.

As used in this chapter:

- (a) “Portable, On-Demand Storage Device (“POD”)” means any device, container, enclosure or structure, either wheeled trailers or containers carried on motor vehicles or trailers, commonly used to store home furnishings, and other personal items on a temporary basis during a time of home repair, construction, renovation or relocation. Portable, on-demand storage devices do not include self-propelled registered motor vehicles and may not be used as habitation for humans or animals, or for the storage of commercial/industrial materials.
- (b) “Construction Dumpster” means any unit designed for the collection of large quantities of trash, yard waste, garbage, building or construction debris, trees, limbs and designed to be delivered and picked up by a truck. Construction dumpsters does not include garbage cans that can be moved by a person. (Ord. 2009-139. Passed 3-15-10.)

1337.02 PORTABLE, ON-DEMAND STORAGE DEVICES.

- (a) Permit Required. No POD shall be constructed, erected or placed upon any residential property without first obtaining a permit from the Building Department.
- (b) Permit Fee. The fee for a POD permit shall be five dollars (\$5.00).
- (c) Application Requirements. Applications for a POD permit shall be in writing on forms provided by the Building Department and state the following:
 - (1) Name and address of the owner of the property.
 - (2) Name and address of the applicant.
 - (3) Description of the POD, including size and dimension.
 - (4) A site plan to scale showing the location of the POD must be submitted to the Building Department and approved by the Building Commissioner or designee.
- (d) Restrictions. All POD’s must comply with the following:
 - (1) A POD permit shall be valid for a period of thirty (30) days and shall authorize the construction, erection or placement on the property described in the application.
 - (2) PODs are only permitted on a lot containing a lawfully existing residential dwelling.
 - (3) Only one POD shall be placed on a lot at one time.
 - (4) PODs must be located on a paved area unless located on a residential construction project where a driveway is not yet installed, in which case the POD shall be located in the proposed driveway location.
 - (5) PODs shall be located entirely on the owner’s lot as close to the residence as possible, not blocking any site lines.
 - (6) No part of any POD shall be located on any public property or in the right-of-way.
 - (7) Any POD constructed, erected or placed upon property shall comply with all applicable provisions of the BCO. (Ord. 2009-139. Passed 3-15-10.)

1337.03 CONSTRUCTION DUMPSTERS.

- (a) Permit Required. No Construction Dumpster shall be constructed, erected or placed upon any residential property without first obtaining a permit from the Building Department.

(b) Permit Fee. The fee for a Construction Dumpster permit shall be five dollars (\$5.00).

(c) Application Requirements. Applications for a Construction Dumpster permit shall be in writing on forms provided by the Building Department and state the following:

- (1) Name and address of the owner of the property.
- (2) Name and address of the applicant.
- (3) Description of the Construction Dumpster, including size and dimension.
- (4) A site plan to scale showing the location of the Construction Dumpster must be submitted to the Building Department and approved by the Building Commissioner or designee.

(d) Restrictions. All Construction Dumpsters must comply with the following:

- (1) A Construction Dumpster permit shall be valid for the duration of a construction project and shall authorize the construction, erection, or placement on the property described in the application. If an occupancy permit is required for a residential project, the Construction Dumpster must be removed before the issuance of the occupancy permit.
- (2) Construction Dumpsters are only permitted on a lot containing a lawfully existing residential dwelling or a residential dwelling under construction/renovation/repair.
- (3) Only one Construction Dumpster shall be placed on a lot at any one time.
- (4) Construction Dumpsters must be located on a paved area unless located on a residential construction project where a driveway is not yet installed, in which case the Construction Dumpster shall be located in the proposed driveway location.
- (5) Construction Dumpsters shall be located entirely on the owner's lot as close to the residence as possible, not blocking any site lines.
- (6) No part of any Construction Dumpster shall be located on any public property or in the right-of-way.
- (7) Any Construction Dumpster constructed, erected or placed upon property shall comply with all applicable provisions of the BCO.
- (8) The Building Commissioner is granted authority to require immediate removal of construction dumpster if determined the construction dumpster is no longer needed at the site, construction dumpster is filled to capacity or any violation of Section 1337.03.
(Ord. 2009-139. Passed 3-15-10.)

1337.04 ENFORCEMENT.

This chapter may be enforced by the Police Department, Building Commission, or other designated employee. (Ord. 2009-139. Passed 3-15-10.)

1337.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. Each day upon which a violation occurs or continues shall constitute a separate offense, but only one notice of such violation shall be necessary when required. (Ord. 2009-139. Passed 3-15-10.)

TITLE FIVE - Housing Code (International Property and Residential Exterior |
Maintenance Code)

Chap. 1351. General Provisions and Definitions.

Chap. 1353. Administration, Enforcement and Penalty.

Chap. 1355. Basic Standards for Residential Occupancy.

CHAPTER 1351 General Provisions and Definitions

1351.01 Short title.

1351.011 International Property Maintenance Code.

1351.02 Purposes.

1351.03 Scope.

1351.04 Application to existing
buildings.

1351.05 Conflict of laws.

- 1351.06 Separability.
- 1351.07 Enforcement; equitable remedies.
- 1351.08 Definitions.

CROSS REFERENCES

Board of Building Code Appeals - see ADM. Ch. 154
Minimum size of dwellings - see P. & Z. 1113.06
Certificates of occupancy; occupancy permits - see BLDG. Ch. 1313
House numbering- see BLDG. 1313.03, 1355.15
~~Garbage disposal units - see BLDG. 1325.02~~
Moving of dwellings; fees - see BLDG. Ch. 1327, 1329.03
Permits, fees and deposits - see BLDG. Ch. 1329

1351.01 SHORT TITLE.

This Title Five of Part Thirteen of the Codified Ordinances shall be known and may be cited and referred to as "[International Property and The Residential Exterior Maintenance Code](#) of the City of Beachwood" or just "the Housing Code." (Ord. 1984-118. Passed 1-7-85.)

1351.011 INTERNATIONAL PROPERTY MAINTENANCE CODE.

The The most recent edition of the International Property Maintenance Code, as prepared and published by the International Code Council, Inc., is hereby adopted and incorporated as fully as if set out at length herein for the purpose of establishing rules and regulations for the maintenance of all single family dwellings including residential rental dwellings. Any amendments to such Code or any new edition of such Code shall automatically be adopted by reference. From and after the original effective date of this section, the provisions of the International Property Maintenance Code shall regulate the maintenance of all single family dwellings including residential rental dwellings, within the corporate limits of the City.

1351.02 PURPOSES.

Within the scope of this [International Property and](#) Residential Exterior Maintenance Code, the purposes of this Code are to establish minimum standards necessary to make exterior property areas and all dwelling structures safe, sanitary, free from fire and health hazards, fit for human habitation and beneficial to the public welfare; to establish minimum standards governing the maintenance of dwelling structures and exterior property areas in such condition as will not constitute a blighting or deteriorating influence on the neighborhood and the community; to fix responsibilities for owners and occupants of dwelling structures with respect to sanitation, repair and maintenance; to authorize the exterior inspection of dwelling structures; to establish enforcement procedures; to authorize the vacation or condemnation of dwelling structures unsafe or unfit for human habitation; and to fix penalties for violations.
(Ord. 1984-118. Passed 1-7-85.)

1351.03 SCOPE.

The provisions of this [International Property and](#) Residential Exterior Maintenance Code shall be supplementary to all other provisions of the ordinances of the City relating to the construction, use and maintenance of residential buildings and shall apply to all buildings or portions thereof which are used, designed or intended to be used for residential occupancy.
(Ord. 1984-118. Passed 1-7-85.)

1351.04 APPLICATION TO EXISTING BUILDINGS.

Existing buildings or portions thereof presently used for residential purposes may continue to be occupied for residential purposes if:

- (a) The building complies with this [International Property and](#) Residential Exterior Maintenance Code, except as to any variance heretofore specifically granted by the City.
- (b) The use and occupancy of the building is not in violation of any of the provisions

of the ordinances of the City or applicable statutes of the State, or both, including any rules and regulations adopted pursuant to such ordinances or statutes.
(Ord. 1984-118. Passed 1-7-85.)

1351.05 CONFLICT OF LAWS.

In the event of conflict between any of the provisions of this Residential Exterior Maintenance Code and any of the provisions of the ordinances of the City, the provisions of this Code shall prevail, except as to nonconforming uses defined in Chapter 1147 of these Codified Ordinances. (Ord. 1984-118. Passed 1-7-85.)

1351.06 SEPARABILITY.

Sections and subsections of this Residential Exterior Maintenance Code and the several parts and provisions thereof are hereby declared to be independent sections, subsections, parts and provisions, and the holding of any such section, subsection, part or provision to be unconstitutional, void or ineffective for any cause shall not affect nor render invalid any other such section, subsection, part or provision.
(Ord. 1984-118. Passed 1-7-85.)

1351.07 ENFORCEMENT; EQUITABLE REMEDIES.

The imposition of any penalty as provided for in this Residential Exterior Maintenance Code shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent any unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a building, structure or premises; or to require compliance with this Code, other applicable laws, ordinances, rules or regulations, or the orders or determinations of the Building Commissioner, the Planning Commission or the Architectural Board of Review.
(Ord. 1999-195. Passed 8-7-00.)

1351.08 DEFINITIONS.

As used in this Residential Exterior Maintenance Code:

- (a) "Approved" means approved pursuant to this Code, State law or Federal law, where applicable, or by any board designated by law to give approval.
- (b) "Board" means the Architectural Review Board of the City or any board of the State regarding State laws.
- (c) "Building Commissioner" means the Building Commissioner of the City, and, when used herein, shall be construed as though followed by the words "or his or her authorized assistant, agent or representative."
- (d) "City" means the City of Beachwood, Ohio.
- (e) "Code" means this Residential Exterior Maintenance Code.
- (f) "Dwelling structure" means a building or structure used or designed or intended to be used, all or in part, for residential purposes.
- (g) "Dwelling unit" means a room or a group of rooms arranged, maintained or designed to be occupied by a single family for living, sleeping, cooking and eating.
- (h) "Exterior property areas" means the yard areas connected with, by reason of ownership or right of control, or used together with, the dwelling or structure on the premises.
- (i) "Family" means one (1) or more persons occupying a dwelling unit and living as a single housekeeping unit, excluding however, both for-profit and non-profit group homes, halfway houses, drug and substance abuse treatment facilities, and other rehabilitation or residential, multiple person treatment facility, unless specifically exempted from zoning regulations and restrictions by the Ohio Revised Code or Federal Housing Laws; an individual living alone or two (2) or more persons living together as a single housekeeping unit, using a single facility in a dwelling unit for culinary purposes. The term "family" shall include an establishment with support and supervisory personnel that provides room and board, personal care and habitation services in a family environment for not more than 6 residents who are disabled, aged, or who are runaway, disturbed or emotionally deprived children and who are undergoing rehabilitation or extended care.

(1) — One individual; or

- ~~(2) A number of related individuals living as a single housekeeping unit in a single dwelling unit, including only the following persons:~~
- ~~A. A husband and/or wife, one or both of whom are owners, lessee or tenants of the residence;~~
- ~~B. A son and/or daughter of either the husband and/or wife, and the spouse and dependent children of such son or daughter; and~~
- ~~C. A father, mother, grandfather or grandmother of the husband or wife, if physically or mentally handicapped and/or dependent of the son or daughter he or she resides with.~~
- (j) "Junk motor vehicle" means any motor vehicle that is extensively damaged and/or incapable of being operated on a public street, due to disrepair or otherwise. Such damage may include, but shall not be limited to, missing wheels, tires, motor, transmission or other mechanical part required for the operation of the vehicle; having one or more uninflated tires which have been uninflated for at least forty-eight hours; or having two or more broken or cracked windows or any body part which has been either damaged or rusted through or partly through and which covers an area of 500 square inches or more.
- (k) "Landscaping" means growing and decorative features, including tree lawns fronting upon public streets adjoining each lot or part thereof.
- (l) "Occupant" means a person living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or a room.
- (m) "One-floor dwelling" means one in which less than two-thirds of the total habitable floor area on the second floor has a ceiling height of seven and one-third feet (2,235 mm).
- (n) "Owner" means the owner of the premises, including the holder of title thereto subject to contract of purchase, a vendee in possession, a mortgagee or receiver in possession, a lessee or joint lessee of the whole thereof, or an agent or any other person, firm, corporation or fiduciary directly in control of the premises.
- (o) "Person" means any individual, firm, partnership, association, corporation, company, organization or association of persons of any kind.
- (p) "Porch" means an open or screened nonhabitable accessory structure, including decks or terraces, to the front, side or rear of a main dwelling.
- (q) "Premises" means a lot, parcel or plot of land, including buildings, structures, landscaping and trees thereon.
- (r) "Secondary or appurtenant structure" means a structure, the use of which is incidental or accessory to that of the main building, and which is attached to the main building or located on the same premises therewith.
- (s) "Supply" and "supplied" mean paid for, furnished or provided by, or under the control of, the owner or operator.
- (t) "Two-floor dwelling" means one in which two-thirds or more of the total habitable floor area on the second floor has a ceiling height of seven and one-third feet (2,235 mm). (Ord. 1999-195. Passed 8-7-00.)

CHAPTER 1353
Administration, Enforcement and Penalty

- 1353.01 Inspections.
- 1353.02 Right of entry.
- 1353.03 Notice of violation.
- 1353.04 Noncompliance with notice;
remedies; corrections required
prior to sale, rental or lease.
- 1353.05 Emergencies; orders for
immediate repair or vacation.

- 1353.06 Placards.
- 1353.07 Expenses and costs incident to demolition.
- 1353.08 Rules and regulations.
- 1353.09 Appeals.
- 1353.10 Violations.
- 1353.11 Equivalent standards.
- | ~~1353.99 Penalty.~~

CROSS REFERENCES

Board of Building Code Appeals - see ADM. Ch. 154
 Minimum size of dwellings - see P. & Z. 1113.06
 Certificates of occupancy; occupancy permits - see BLDG. Ch. 1313
 House numbering- see BLDG. 1313.03, 1355.15
 | ~~Garbage disposal units—see BLDG. 1325.02~~
 Moving of dwellings; fees - see BLDG. Ch. 1327, 1329.03
 Permits, fees and deposits - see BLDG. Ch. 1329

1353.01 INSPECTIONS.

The Building Commissioner and/or his or her authorized representative is hereby authorized to make or cause to be made inspections of all dwellings, structures, premises and secondary or appurtenant structures to determine whether or not such structures or premises conform to this [International Property and Residential Exterior Maintenance Code](#). Such inspections may also be made whenever the Building Commissioner has reasonable cause to believe that a violation of this Code exists therein or thereon. (Ord. 1984-118. Passed 1-7-85.)

1353.02 RIGHT OF ENTRY.

Upon presentation of proper credentials, the Building Commissioner and/or his or her authorized representative may request entry to all property areas, at all reasonable times (or at such other times as may be necessary in an existing emergency), and into any dwelling structure or premises in the City, to perform any duty imposed upon him or her. If such entry is refused, then entry may be had only pursuant to a search warrant issued by a court of competent jurisdiction. (Ord. 1984-118. Passed 1-7-85.)

| 1353.03 NOTICE OF VIOLATION.

(a) Whenever the Building Commissioner finds any dwelling structure or premises, or any part thereof, to be in violation of any of the provisions of this [International Property and Residential Exterior Maintenance Code](#), he or she shall give or cause to be given or mailed to the owner, agent, tenant or occupant of such structure or premises a written notice stating the violation therein. Such notice shall order correction of the violation within a stated time. Delivery or mailing shall be deemed legal service of the notice.

(b) If the person to whom a notice of violation is addressed cannot be found within the County after a reasonable and diligent search, then notice shall be sent by registered or certified mail to the last known address of such person and a copy of such notice shall be posted in a conspicuous place on the structure or premises to which it relates. Such mailing and posting shall be deemed legal service of the notice. (Ord. 1984-118. Passed 1-7-85.)

1353.04 NONCOMPLIANCE WITH NOTICE; REMEDIES; CORRECTIONS REQUIRED PRIOR TO SALE, RENTAL OR LEASE.

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

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

(c) The owner of any such property to which such an order or notice to repair, improve, remove, demolish or vacate has been issued shall not sell, rent or lease such property, or enter into an agreement to sell, rent or lease such property, unless all violations cited against such property have been corrected and unless written approval of such corrections has been received by the property owner from the Building Commissioner.
(Ord. 1984-118. Passed 1-7-85.)

1353.05 EMERGENCIES; ORDERS FOR IMMEDIATE REPAIR OR VACATION.

Whenever, in the opinion of the Building Commissioner, the condition of a structure or premises or part thereof constitutes an immediate hazard to human life or health, he or she shall declare a case of emergency and shall order the immediate repair or vacation, or both, of the structure or premises or part thereof. Such notice shall be served in the manner provided in Section 1353.03, but shall require immediate compliance.
(Ord. 1984-118. Passed 1-7-85.)

1353.06 PLACARDS.

Whenever the Building Commissioner orders a structure or premises or part thereof to be vacated, he or she shall cause to be posted at each entrance to such structure or premises or part thereof a placard ordering such vacation. No person, without written permission from the Building Commissioner, shall deface or remove such placard until the repair or demolition is completed. No person shall enter or use any structure or premises so placarded except for the purpose of making the required repairs, demolishing the structure or premises or removing personal property.
(Ord. 1984-118. Passed 1-7-85.)

1353.07 EXPENSES AND COSTS INCIDENT TO DEMOLITION.

Expenses and costs incurred by the City incident to demolition under this Residential Exterior Maintenance Code shall be paid by the owner of the structure or premises as permitted by law. (Ord. 1984-118. Passed 1-7-85.)

1353.08 RULES AND REGULATIONS.

The Building Commissioner is hereby authorized to adopt such written rules and regulations as he or she feels is necessary for the proper interpretation and enforcement of this Residential Exterior Maintenance Code. Such rules and regulations shall not conflict with or waive any of the provisions of this Code or any other ordinance of the City.
(Ord. 1984-118. Passed 1-7-85.)

1353.09 APPEALS.

The owner, agent, tenant or occupant of any structure or premises shall have the right to appeal from any notice issued by the Building Commissioner, within fifteen (15) days from the date such notice was given or mailed, to the Architectural Review Board. Such appeal must be in writing and filed with the Clerk of the Architectural Review Board in the Building Department. Failure to file a written appeal with the Board within the time prescribed herein shall constitute a waiver of the right to appeal. Except in cases of emergency as set forth in Section 1353.05, the filing of an appeal from any such notice shall suspend action on enforcement of such notice until the appeal is acted upon by the Board.
(Ord. 1999-195. Passed 8-7-00.)

1353.10 VIOLATIONS.

No person shall violate or fail to comply with any of the provisions of this chapter, or with any rule or regulation promulgated under authority of this chapter, or fail to comply with

any written notice or written order issued under authority of this chapter, or interfere with, obstruct or hinder the Building Commissioner while he or she is attempting to make an inspection under this chapter, except as provided in Section 1353.02. (Ord. 1984-118. Passed 1-7-85.)

1353.11 EQUIVALENT STANDARDS.

Wherever in any section of this Residential Exterior Maintenance Code a standard is required, the Building Commissioner may permit an equal or better material or design so long as the purpose and intent of the standard are met.
(Ord. 1984-118. Passed 1-7-85.)

~~1353.99 PENALTY.~~

~~(EDITOR'S NOTE: See Section 101.99 for general Code penalty if no specific penalty is provided.)~~

CHAPTER 1355
Basic Standards for Residential Occupancy

- 1355.01 Occupancy, sale or lease;
compliance required.
- 1355.02 Exterior plumbing.
- 1355.03 Rubbish and garbage disposal.
- 1355.04 Flue connections.
- 1355.05 Electrical facilities.
- 1355.06 Maintenance responsibilities.
- 1355.07 General maintenance
requirements.
- 1355.08 Foundations.
- 1355.09 Roofs, gutters, downspouts and
chimneys.

- 1355.10 Exteriors of dwelling structures and secondary or appurtenant structures.
- 1355.11 Infestation by pests.
- 1355.12 Exterior property areas; junk motor vehicles.
- 1355.13 Gutters and downspouts for secondary or appurtenant structures.
- 1355.14 Dwelling units in or above detached garages.
- 1355.15 House numbers.
- 1355.16 Window wells.

CROSS REFERENCES

Board of Building Code Appeals - see ADM. Ch. 154
 Minimum size of dwellings - see P. & Z. 1113.06
 Certificates of occupancy; occupancy permits - see BLDG. Ch. 1313
 House numbering- see BLDG. 1313.03, 1355.15
~~Garbage disposal units - see BLDG. 1325.02~~
 Moving of dwellings; fees - see BLDG. Ch. 1327, 1329.03
 Permits, fees and deposits - see BLDG. Ch. 1329

1355.01 OCCUPANCY, SALE OR LEASE; COMPLIANCE REQUIRED.

No owner, agent, tenant or occupant shall live in, maintain, sell, rent or lease, or offer for sale, rental or lease, any dwelling unit, dwelling structure or part thereof which does not comply with this Residential Exterior Maintenance Code. (Ord. 1984-118. Passed 1-7-85.)

1355.02 EXTERIOR PLUMBING.

(a) All exterior water piping and/or water piping systems shall meet the requirements of the Ohio Plumbing Code, ~~being Chapters 4101:2-56 through 4101:2-69 of the~~ and the Ohio Basic Building Code as adopted in Chapter 1307 of these Codified Ordinances.

(b) All exterior water piping shall be so designed and installed as to prevent contamination of the water supply system. (Ord. 1984-118. Passed 1-7-85.)

1355.03 RUBBISH AND GARBAGE DISPOSAL.

(a) Every occupant of a dwelling or dwelling unit shall dispose of all of his or her rubbish in a clean and sanitary manner by placing it in approved receptacles or in other approved rubbish disposal facilities.

(b) Every occupant of a dwelling unit shall dispose of all of his or her garbage and other organic waste, which might provide food for insects and rodents, in a clean and sanitary manner by placing it in approved nonleakable, nonabsorbent, covered garbage storage receptacles or in other approved garbage disposal facilities.
 (Ord. 1984-118. Passed 1-7-85.)

1355.04 FLUE CONNECTIONS.

Every appliance or piece of equipment burning solid, liquid or gaseous fuel, in a permitted location, shall be connected to an approved smokepipe and flue, provided that any appliance approved for use without such connections is exempted from the requirements of this section. (Ord. 1984-118. Passed 1-7-85.)

1355.05 ELECTRICAL FACILITIES.

Every dwelling structure ~~and secondary or appurtenant structure~~ shall be provided with approved electrical service, outlets and fixtures, which shall be installed and maintained so as to be free of any potential source of ignition of combustible material or any potential source of

electrical hazard. Such facilities shall be approved as being adequate to supply the requirements of lighting, appliances and equipment of the structure and the exterior premises concerned. The National Electrical Code, as adopted in Chapter 1303 of these Codified Ordinances, shall be the standard for all exterior electrical systems or parts thereof. All amendments, alterations, deletions or other changes to the standards, rules or regulations contained in such Code shall be adopted without ordinance by the City, unless expressly stated otherwise.

Pursuant to this section, the following items, among others not specifically enumerated, shall be inspected to determine that the exterior electrical service of an individual dwelling is in an approved state:

- (a) All exterior wiring;
 - (b) The utility service drop, mast and appurtenant components as regulated by the National Electrical Code;
 - (c) Properly grounded outlet receptacles on the exterior of the home. The proper installation of ground fault interrupter receptacles is required for new installations.
 - (d) The condition of all outlets and switches;
 - (e) The condition of all lighting fixtures;
 - (f) The proper grounding of all exterior receptacles;
 - (g) The proper wiring and overcurrent protection of equipment (such as air conditioning compressors);
 - (h) The removal of unused or unconnected wiring and equipment; and
 - (i) The proper enclosing of all work boxes, junction boxes or enclosures.
- (Ord. 2016-45. Passed 3-7-16.)

1355.06 MAINTENANCE RESPONSIBILITIES.

(a) Owner. The owner of every dwelling or his or her appointed agent shall be responsible for maintaining in a clean and sanitary condition the shared or common areas of the premises.

(b) Occupant. The occupant of a dwelling unit in any dwelling structure shall be responsible for maintaining in a clean and sanitary condition that part of the dwelling unit, dwelling structure or premises which he or she occupies and controls.

(Ord. 1984-118. Passed 1-7-85.)

1355.07 GENERAL MAINTENANCE REQUIREMENTS.

(a) A dwelling structure or part thereof shall be maintained in good repair and shall be capable of performing the function for which such structure or part, or any feature thereof, was designed or intended to be used.

(b) All equipment and facilities appurtenant to a dwelling structure or dwelling unit shall be maintained in good and safe working order.

(Ord. 1984-118. Passed 1-7-85.)

1355.08 FOUNDATIONS.

(a) Foundations of dwelling structures shall be maintained structurally sound and in good repair. Foundations of structures shall be free of loose, missing or deteriorated mortar, damaged, loose or missing bricks, flaking tiles and other deteriorated foundation materials.

(b) All areas of foundations which evidence leaning, bowing or cracking shall be deemed to be in violation of this Residential Exterior Maintenance Code.

(c) Foundations of dwelling structures shall be maintained in such condition as to prevent the seepage or leaking of water within the space enclosed within such foundations.

(d) Openings into foundations of dwelling structures shall be protected against the entrance of rodents and insects. (Ord. 1984-118. Passed 1-7-85.)

1355.09 ROOFS, GUTTERS, DOWNSPOUTS AND CHIMNEYS.

(a) Roofs of dwelling structures shall be maintained weathertight and shall be equipped with gutters and downspouts connected to a public storm sewer. However, this

requirement ~~may~~ shall be waived by the Building Commissioner, for existing buildings if the drainage does not cause excessive erosion or water damage or does not create a nuisance on public or private property.

(b) As an alternate to the requirements set forth in Section (a), one or more downspout(s) may be diverted into an approved rain barrel provided that overflow from such appurtenance is directed back into the downspout. Rain barrels shall be covered at all times and shall not cause a public or private nuisance. Rain barrels shall not be installed in the front ~~yard or side yard setbacks~~, but ~~may~~ are to be located ~~only~~ on rear and side yard downspouts. Rear yard rain barrels, shall are to be positioned adjacent to the rear of the dwelling structure so as not to be visible from the public right of way. Side yard rain barrels shall only be permitted at the discretion of the Building Commissioner and subject to appropriate screening so that the barrels are not visible from the public right of way. Only one rain barrel may be installed at each rear or side yard downspout. Rain barrel installations require the review and approval of the Building Commissioner and CityStaff Engineer. Plans submitted for review and approval shall include details of the type, size and location of the rain barrel, including the method of connecting the overflow back to the downspout along with a landscaping plan if necessary to screen the rain barrel from view from the public right of way.

(c) Chimneys of dwelling structures shall be maintained structurally sound and in good repair. For purposes of this section, "structurally sound and in good repair" means that a chimney is free of deteriorated, loose or missing mortar and broken, missing or deteriorated bricks or other appropriate building materials, that the seal to the home is weathertight and that the interior is clean and able to conduct smoke and gases to the exterior of the structure.

(d) Pursuant to this section, the following items, among others not specifically enumerated, shall be inspected to determine approval:

- (1) That buildings requiring gutters and downspouts have them;
 - (2) That rain barrels are properly constructed, reconnected to the downspout and landscaped as required;
 - (3) That splash boxes and french drains on secondary or appurtenant structures are properly routed;
 - (4) That gutters are free of blockage and drain water efficiently;
 - (5) That gutters and downspouts are not deteriorated, hanging, loose or insecure;
 - (6) The proper diameter of the downspouts;
 - (7) The proper width of the gutters;
 - (8) The proper seal of downspouts to the crocks;
 - (9) The condition of the roofing material;
 - (10) That branches and other live materials are absent from roofs;
 - (11) That flashing is not separated from the roof material, or loose or deteriorated;
 - (12) That the underhangs or soffits are tightly nailed to the beams and are in a watertight condition;
 - (13) The condition of parapets;
 - (14) That all chimney caps are secure and whole;
 - (15) That there are no cross-connections between storm and sanitary sewers; and
 - (16) That storm and sanitary sewers and connections are secure and watertight.
- (Ord. 1984-118. Passed 1-7-85; Ord. 2009-86. Passed 10-19-09.)

1355.10 EXTERIORS OF DWELLING STRUCTURES AND SECONDARY OR APPURTENANT STRUCTURES.

(a) All exterior parts of dwelling structures shall be maintained weathertight and so as to resist decay or deterioration from any cause. This includes exterior walls, parapet walls, chimneys and all other exterior structures, either above or below the roof line.

(b) Any dwelling structure or secondary or appurtenant structure whose exterior surface is bare, deteriorated, ramshackle, tumble-down, decaying, disintegrating or in poor repair must be repaired or razed, as follows:

- (1) All buckled, rotted, decayed or deteriorated walls, doors, windows,

porches, floors, steps, ceilings, soffits, posts, sills, trim and missing members thereof must be replaced and put in good condition.

- (2) All replacements must match and conform to the original design if not replaced completely.
- (3) All exterior wood or exterior unfinished surfaces must be sealed and painted, surface covered with other approved protective coating or treated to prevent rot and decay, and shall conform and match the existing paint or surface covering and the original design or replacement thereof. All exterior walls and surfaces must be properly protected against the weather where such are defective or lack weather protection, including lack of paint or surface covering, or where such have weathered due to lack of proper protective covering.

(c) Any dwelling structure or secondary or appurtenant structure whose exterior surface is deteriorated, decaying or disintegrating, or whose exterior surface has weathered with dirt and grime or has been impaired through peeling or flaking of the paint or other protective coating, shall be repaired, repainted or resurfaced as follows:

- (1) All exterior surfaces shall be replaced or repaired in good condition preparatory to repainting or coating.
- (2) All bare exterior surfaces which are flaking or crumbling shall be replaced or sealed in a good and workmanlike manner.
- (3) All new or repaired bare surfaces shall be painted or coated.
- (4) All exterior surfaces weathered with dirt and grime or which are peeling or flaking shall be painted or covered with an approved protective coating or surface. (Ord. 1984-118. Passed 1-7-85.)

(d) Sidewalks and Driveways. Improperly installed or maintained public sidewalks, private walks, driveways and driveway aprons shall be determined to be in a defective condition if any of the following conditions exist:

- (1) Any block has multiple cracks or any single crack larger than one-fourth of an inch wide.
- (2) The edges of adjoining sections of block, or a portion thereof, differ vertically by one inch or more.
- (3) Blocks have a transverse slope in excess of one inch per horizontal foot toward the street.
- (4) Blocks have a reverse slope (toward the property) that impounds water to a depth of one-half of an inch or more.
- (5) Blocks have depressions that impound water to a depth of one-half of an inch or more.
- (6) Blocks have disintegrated or deteriorated areas.

Every public sidewalk shall be concrete or stone slab. Every driveway apron shall be concrete. (Ord. 2004-78. Passed 5-3-04.)

1355.11 INFESTATION BY PESTS.

All dwelling structures and the premises thereof shall be maintained free from sources of breeding or harborage of, or infestation by, insects, vermin or rodents. Measures to prevent infestation include, but are not limited to, the following:

- (a) Composting of organic landscape material shall be placed neatly on a minimum four-inch thick concrete pad.
- (b) All appurtenant or secondary structures shall be placed on a minimum four-inch thick concrete pad, or maintained at a minimum of eight inches above finished grade, when built or supported on columns or posts.
- (c) All firewood shall be stored and stacked neatly on a minimum four-inch concrete pad or maintained a minimum of eight inches above the finished grade. (Ord. 1984-118. Passed 1-7-85.)

1355.12 EXTERIOR PROPERTY AREAS; JUNK MOTOR VEHICLES.

Exterior property areas of all premises shall be kept free of any debris, object, material or condition which may create a health, accident or fire hazard, which is a public nuisance or which constitutes a blighting or deteriorating influence on the neighborhood. Lawns, tree lawns,

landscaping, trees and driveways shall also be maintained so as not to constitute a blighting or deteriorating effect in the neighborhood.

A junk motor vehicle shall not be parked or permitted to remain outside of an enclosed garage. No automobile repairs, fueling, changing of motor oil, mechanical or body work or repair of any kind shall be made outside of an enclosed garage.

Notwithstanding Section 1351.08(i) or any other section of these Codified Ordinances, no written notice of violation shall be required prior to this section being enforced by the Building Commissioner, a building inspector or any police officer.
(Ord. 1988-90. Passed 6-20-88.)

1355.13 GUTTERS AND DOWNSPOUTS FOR SECONDARY OR APPURTENANT STRUCTURES.

Roofs of secondary or appurtenant structures shall be equipped with gutters and downspouts connected to a public storm sewer. Rain barrel installation(s) conforming to Section 1355.09(b) and Section 1375.09(b) may be utilized. However, if the roof area served by a special downspout does not exceed 300 square feet, measured horizontally, and if the drainage does not, in the opinion of the Building Commissioner, cause excessive erosion or water damage or does not create a nuisance on public or private property, this requirement shall be waived.
(Ord. 1984-118. Passed 1-7-85; Ord. 2009-86. Passed 10-19-09.)

1355.14 DWELLING UNITS IN OR ABOVE DETACHED GARAGES.

Dwelling units in or above detached garages are prohibited.
(Ord. 1984-118. Passed 1-7-85.)

1355.15 HOUSE NUMBERS.

One to three-family residences and attached houses in Class U-2A Zoning Districts shall have and maintain street address numbers assigned by the Building Commissioner. House numbers shall comply, insofar as possible, with Section 1313.03.
(Ord. 1993-129. Passed 11-21-94.)

1355.16 WINDOW WELLS.

Every window well extending more than twenty-four inches below the surface shall be covered with a secure metal grid. (Ord. 1984-118. Passed 1-7-85.)

TITLE SEVEN - Commercial Structural Maintenance Code
Chap. 1371. General Provisions and Definitions.
Chap. 1373. Administration, Enforcement and Penalty.
Chap. 1375. Basic Standards for Commercial Occupancy.

CHAPTER 1371
General Provisions and Definitions

- 1371.01 Short title.
- 1371.02 Purposes; inspections by the
Building Commissioner and Fire
Inspector.
- 1371.03 Scope.
- 1371.04 Application to existing
buildings.

- 1371.05 Conflict of laws.
- 1371.06 Separability.
- 1371.07 Enforcement; equitable remedies.
- 1371.08 Definitions.

CROSS REFERENCES

Board of Zoning Appeals - see ADM. Ch. 150; BLDG. 1303.03
Board of Building Code Appeals - see ADM. Ch. 154
Multiple-Family District - see P & Z. Ch. 1115
Adoption of Ohio Basic Building Code - see BLDG. 1307.01
~~Garbage disposal units - see BLDG. 1325.02~~
Permits, fees and deposits - see BLDG. Ch. 1329

1371.01 SHORT TITLE.

This Title Seven of Part Thirteen of these Codified Ordinances shall be known and may be cited and referred to as "The Commercial Structural Maintenance Code (Commercial Code) of the City of Beachwood," or just "the Commercial Code."
(Ord. 1992-114. Passed 11-16-92.)

1371.02 PURPOSES; INSPECTIONS BY THE BUILDING INSPECTOR AND FIRE INSPECTOR.

This Commercial Code is intended to regulate all structures in the City except one, two and three-family dwellings, which are regulated in Chapters 1351 et seq. (the Housing Code). The purposes of this Code are to establish minimum standards necessary to make exterior property areas and parts of a structure, where possession and control remain with the owner or owner's agent (public areas), safe, sanitary, free from fire and health hazards, fit for human occupancy and beneficial to the public welfare; to establish minimum standards governing the maintenance of such structures and exterior property areas in such condition as to prevent blight or deteriorating conditions in the neighborhood and the City; to fix responsibilities for owners and occupants of commercial structures with respect to sanitation, repair and maintenance; to authorize the inspection of land and structures; to establish enforcement procedures; to authorize the vacation or condemnation of structures unsafe or unfit for human occupancy; and to provide penalties for violations.

While it is the primary purpose of this Commercial Code to inspect in accordance with this Code, the Building Commissioner, the Fire Inspector and their respective assistants may inspect any or all of any land or structure when such inspection is determined to be necessary by the inspecting officer. (Ord. 1992-114. Passed 11-16-92.)

1371.03 SCOPE.

The provisions of this Commercial Code shall be supplementary to all other ordinances of the City relating to the construction, use and maintenance of commercial buildings and shall apply to all such buildings or portions thereof.
(Ord. 1992-114. Passed 11-16-92.)

1371.04 APPLICATION TO EXISTING BUILDINGS.

Existing buildings or portions thereof presently used may continue to be occupied if:

- (a) The building complies with this Commercial Code, except as to any variance heretofore specifically granted by the City or State.
- (b) The use and occupancy of the building is not in violation of any ordinance of the City or applicable statute of the State, or both, including any rules and regulations adopted pursuant to such ordinances or statutes.
- (c) The building or use and occupancy of the building is not in compliance with, or is in violation of, subsection (a) or (b) hereof, but after notice from the Building Department or Fire Department, the owner submits a plan of correction which is accepted, in writing, by the Building Department or Fire Department, and the terms and conditions of the City's approval of the plan of correction are met.

(Ord. 1992-114. Passed 11-16-92.)

1371.05 CONFLICT OF LAWS.

In the event of conflict between any of the provisions of this Commercial Code and any of the provisions of the ordinances of the City, the provisions of this Code shall prevail.
(Ord. 1992-114. Passed 11-16-92.)

1371.06 SEPARABILITY.

Sections and subsections of this Commercial Code, and the several parts and provisions thereof are hereby declared to be independent sections, subsections, parts and provisions, and the holding of any such section, subsection, part or provision to be unconstitutional, void or ineffective for any cause shall not affect nor render invalid any other such section, subsection, part or provision. (Ord. 1992-114. Passed 11-16-92.)

1371.07 ENFORCEMENT; EQUITABLE REMEDIES.

The imposition of any penalty as provided for in this Commercial Code shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent any unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a building, structure or premises; or to require compliance with this Commercial Code, other applicable laws, ordinances, rules or regulations, or the orders or determinations of the Building Commissioner, the Fire Inspector, the Planning and Zoning Commission, or the Architectural Board of Review.
(Ord. 1999-195. Passed 8-7-00.)

1371.08 DEFINITIONS.

As used in this Commercial Code:

- (a) "Approved" means approved by the Building Commissioner or Fire Department pursuant to this Commercial Code, State law or Federal law, where applicable, or by any board designated by law to give approval.
- (b) "Board" means the Architectural Review Board of the City, the State Board of Building Appeals or the State Fire Marshal.
- (c) "Building Commissioner" means the Building Commissioner of the City, and, when used herein, shall be construed as though followed by the words "or his or her authorized assistant, agent or representative."
- (d) "City" means the City of Beachwood, Ohio.
- (e) "Code" or "Commercial Code" means the Commercial Structural Maintenance Code, being Title Seven of Part Thirteen of these Codified Ordinances.
- (f) "Commercial building" means all buildings or structures except one, two and three-family residential homes.
- (g) "Commission" means the Planning and Zoning Commission of the City, or any board of the State regarding State laws.
- (h) "Dwelling structure" means a building or structure used or designed or intended to be used, all or in part, for residential purposes with more than three dwelling units.
- (i) "Dwelling unit" means a room or a group of rooms arranged, maintained or designed to be occupied by a single family for living, sleeping, cooking and eating.
- (j) "Exterior property areas" means the yard areas connected with, by reason of ownership or right of control, or used together with, the dwelling or structure on the premises.
- (k) "Fire Inspector" means any member of the Fire Department or its employees so designated by the Chief of the Fire Department.
- (l) "Junk motor vehicle" means any motor vehicle that is extensively damaged and/or incapable of being operated on a public street due to disrepair or otherwise. Such damage may include, but shall not be limited to, missing wheels, tires, motor, transmission or other mechanical parts required for the operation of such vehicle; having one or more uninflated tires which have been uninflated for at least forty-eight hours; or having two or more broken or cracked windows or any body part which has been either damaged, rusted through or partly rusted through and which covers an area of 500 square inches or more.

- (m) "Landscaping" means grass, trees, bushes and other living, growing plants surrounding the building or structure, including the tree lawns fronting on a public street adjoining each lot or part thereof.
- (n) "Occupant" means a person living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or a room in a multiple-family building, or an owner, lessee or tenant in a commercial building.
- (o) "Owner" means an owner of the premises or an owner of a condominium unit in or a part of the premises, including the holder of title thereto subject to contract of purchase, a vendee in possession, a mortgagee or receiver in possession, a lessee or joint lessee of the whole thereof, an heir inheriting an interest in the premises, or an agent or any other person, firm, corporation or fiduciary with responsibility for the premises, or any of them.
- (p) "Person" means any individual, firm, partnership, association, corporation, company, organization or association of persons of any kind.
- (q) "Plat" means a lot, parcel or plot of land, including buildings, structures, landscaping and trees thereon.
- (r) "Public areas" means those interior parts or areas of a building or structure used by the general public or tenants of the building, where possession and control remain with the owner, such as, but not limited to, exit stairways, exit access corridors, passageways, aisles, toilet rooms, public garages, etc.
- (s) "Residential district" means land zoned Class U-1 (A-1 and A-2), Class U-2, Class U-2A, Class U-3, Class U-3A, and Class U-3B.
- (t) "Secondary or appurtenant structure" means a structure, the use of which is incidental or accessory to that of the main building, and which is attached to the main building or located on the same premises therewith.
- (u) "Serious violation" means a violation which the Building Commissioner determines, in his or her sole judgment, to represent a clear and present danger to persons and/or property.
- (v) "Supply" and "supplied" mean paid for, furnished by, provided by, or under the control of, the owner or operator.
(Ord. 1999-195. Passed 8-7-00.)

CHAPTER 1373
Administration, Enforcement and Penalty

- 1373.01 Inspections.
- 1373.02 Right of entry.
- 1373.03 Notice of violation.
- 1373.04 Noncompliance with notice;
remedies; corrections required
prior to sale, rental or lease.
- 1373.05 Emergencies; orders for
immediate repair or vacation.

- 1373.06 Placards.
- 1373.07 Expenses and costs incident to demolition.
- 1373.08 Rules and regulations.
- 1373.09 Appeals.
- 1373.10 Violations.
- 1373.99 Penalty.

CROSS REFERENCES

Board of Zoning Appeals - see ADM. Ch. 150; BLDG. 1303.03
 Board of Building Code Appeals - see ADM. Ch. 154
 Multiple-Family District - see P & Z. Ch. 1115
 Adoption of Ohio Basic Building Code - see BLDG. 1307.01
~~Garbage disposal units - see BLDG. 1325.02~~
 Permits, fees and deposits - see BLDG. Ch. 1329

1373.01 INSPECTIONS.

The Building Commissioner and the Fire Inspector are hereby authorized to make or cause to be made, on a continuing City-wide or area basis, inspections of all commercial buildings, all multiple-family dwellings, other structures regulated in this Commercial Code, and secondary or appurtenant structures, to determine whether or not such structures or premises conform to this Commercial Code. Such inspections may also be made whenever the Building Commissioner has reasonable cause to believe that a violation of this Commercial Code exists therein or thereon.
 (Ord. 1992-114. Passed 11-16-92.)

1373.02 RIGHT OF ENTRY.

Upon presentation of the proper credentials, the Building Commissioner and/or the Fire Inspector, or their assistants, may request entry to all areas of any land or structure, from 8:00 a.m. until 6:00 p.m. during weekdays, and at all other times when necessary onto or into any multiple-family dwelling or commercial building, structure or premises in the City, to perform their duty relating to inspection and/or enforcement of this Commercial Code or other laws or regulations pertaining to land and structures or other construction in the City. If such entry is refused, the Building Commissioner and/or Fire Inspector shall apply to a court for a search warrant, provided, however, that if an emergency exists, the Building Commissioner and/or Fire Inspector, with the assistance of the Police and/or Fire Departments, if required, shall enter the premises using such reasonable force as required.
 (Ord. 1992-114. Passed 11-16-92.)

1373.03 NOTICE OF VIOLATION.

(a) Whenever the Building Commissioner and/or the Fire Inspector finds any multiple-family dwelling or commercial building, structure or premises, or any part thereof, to be in violation of any of the provisions of this Commercial Code or the laws of the State, a notice may be given by hand delivery or U.S. Mail to the owner, agent, tenant and/or occupant of such structure or premises, stating the violation therein. Such notice shall order correction of the violation within a stated time, which may be forthwith. Delivery or mailing to the owner, the owner's agent or the building manager shall be deemed legal service of the notice. Written notice shall not be a prerequisite to other law enforcement proceedings.

(b) If the person to whom a notice of violation is addressed cannot be found within the County, then notice may be sent by registered or certified mail to the last known address of such person, and a copy of such notice shall be posted in a conspicuous place on the structure or premises to which it relates. Such mailing and posting shall be legal service of the notice.

(c) Upon receipt of a notice of violation, the owner shall, within five days, mail or deliver written reply to the enforcement agency acknowledging receipt of the notice and stating the owner's intention to comply with such order or requesting a hearing before the enforcement

agency to review and discuss the notice of violation.

An owner may request additional time to come into compliance because of circumstances beyond the owner's control by written letter to the enforcement agency. The agency may, but shall not, be required to extend the time.

Should a hearing be requested, the enforcement agency shall schedule it as soon as is practical, but not to exceed fifteen days, and shall inform the owner, in writing, to be present.

Where property is being sold or transferred by law, the new owner or transferee may request additional time to come into compliance, because of circumstances beyond the owner's control, by written letter to the enforcement agency. The agency may, but shall not be required to, extend the time. (Ord. 1992-114. Passed 11-16-92.)

1373.04 NONCOMPLIANCE WITH NOTICE; REMEDIES; CORRECTIONS REQUIRED PRIOR TO SALE, RENTAL OR LEASE.

(a) Whenever the owner, agent, tenant or occupant of a structure or premises fails, neglects or refuses to comply with any written notice of the Building Commissioner, the Building Commissioner may either:

- (1) Issue notice with an order to vacate within such time as is stated in such notice, but which shall not be less than fifteen days, except in cases of emergency; or
- (2) Advise the Director of Law of the circumstances and request the Director to institute an appropriate action, either civil, criminal or both, to enforce the law.

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

(c) The owner of any such property to which such an order or notice to repair, improve, remove, demolish or vacate has been issued shall not sell, rent or lease such property, or enter into an agreement to sell, rent or lease such property, unless all violations cited against such property have been corrected and unless written approval of such corrections has been given by the Building Commissioner.
(Ord. 1992-114. Passed 11-16-92.)

1373.05 EMERGENCIES; ORDERS FOR IMMEDIATE REPAIR OR VACATION.

Whenever, in the opinion of the Building Commissioner or the Fire Inspector, the condition of a structure, premises or any part thereof constitutes an immediate hazard to human life or health, or to property, the Commissioner and/or the Fire Inspector may declare an emergency and may order the immediate repair or vacation, or both, of such structure, premises or part thereof. Such notice shall be served as provided in Section 1373.03 and shall require immediate compliance. (Ord. 1992-114. Passed 11-16-92.)

1373.06 PLACARDS.

Whenever the Building Commissioner and/or the Fire Inspector orders a structure, premises or part thereof to be vacated, he or she shall cause to be posted at each entrance to such structure, premises or part thereof a placard ordering such vacation. No person, without written permission from each authority, shall deface or remove such placard until the repair or demolition is completed. No person shall enter or use any such structure or premises, except for the purpose of making the required repairs, demolishing the structure or premises or removing personal property, without the prior written approval of the posting authority.
(Ord. 1992-114. Passed 11-16-92.)

1373.07 EXPENSES AND COSTS INCIDENT TO DEMOLITION.

Expenses and costs incurred by the City incident to inspection, preparation and/or demolition of a structure, premises or part thereof under this Commercial Code shall be paid by the owner of the structure, premises or part thereof. The Law Director may enforce this section

by court order or other proceedings. Fees for inspection are as provided in Chapter 1329.
(Ord. 1992-114. Passed 11-16-92.)

1373.08 RULES AND REGULATIONS.

The Building Commissioner and the Fire Inspector are hereby authorized to adopt such written rules and regulations as are necessary for the proper interpretation and enforcement of this Commercial Code, including the distribution of forms to persons regulated by this Commercial Code to require information of any regulated premises.
(Ord. 1992-114. Passed 11-16-92.)

1373.09 APPEALS.

The owner, agent, tenant or occupant of any structure or premises may appeal any written order of the Building Commissioner to the Architectural Review Board by filing a letter or other notice with the Clerk of the Board, in writing, within fifteen days of the date the order was hand delivered or mailed. Failure to file a written appeal with the Board within the time prescribed herein shall constitute a waiver of the right to appeal. Except in cases of emergency as set forth in Section 1373.05, the filing of an appeal from any such notice shall suspend action on enforcement of such notice until the appeal is acted upon by the Board.
(Ord. 1999-195. Passed 8-7-00.)

1373.10 VIOLATIONS.

No person shall violate or fail to comply with any of the provisions of this Commercial Code, with any rule or regulation promulgated under authority of this Code, or with any written notice or written order issued under authority of this Code, or interfere with, obstruct or hinder the Building Commissioner or the Fire Inspector while he or she is making an inspection under this Code, except that such person may require a search warrant when Constitutionally required.
(Ord. 1992-114. Passed 11-16-92.)

1373.99 PENALTY.

Whoever violates any provision of this Commercial Code is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. Each day upon which a violation occurs or continues shall constitute a separate offense, but only one notice of such violation, as provided for in Section 1373.03, shall be necessary when required. (Ord. 1992-114. Passed 11-16-92.)

CHAPTER 1375
Basic Standards for Commercial Occupancy

- 1375.01 Occupancy, sale or lease;
compliance required.
- 1375.02 Plumbing; exterior sewers.
- 1375.03 Rubbish and garbage disposal.
- 1375.04 Flue connections.
- 1375.05 Electrical facilities.
- 1375.06 Maintenance responsibilities.
- 1375.07 General maintenance
requirements.
- 1375.08 Foundations.
- 1375.09 Roofs, gutters, downspouts and
chimneys.
- 1375.10 Exteriors of commercial
structures and secondary or
appurtenant structures.
- 1375.11 Exterior property area
maintenance.

- 1375.12 Gutters and downspouts for secondary or appurtenant structures.
- 1375.13 Street numbers.
- 1375.14 Window wells; stairwells.
- 1375.15 Overnight parking of delivery trucks, trailers and recreational vehicles.
- 1375.16 Renting of trucks and recreational vehicles.
- 1375.17 Signs.
- 1375.18 Interior property areas.
- 1375.19 Heating, ventilating and air conditioning equipment.

CROSS REFERENCES

Board of Zoning Appeals - see ADM. Ch. 150; BLDG. 1303.03
 Board of Building Code Appeals - see ADM. Ch. 154
 Signs in Business and Office Building Districts - see P. & Z. 1141.13
 Multiple-Family District - see P & Z. Ch. 1115
 Adoption of Ohio Basic Building Code - see BLDG. 1307.01
~~Garbage disposal units - see BLDG. 1325.02~~
 Permits, fees and deposits - see BLDG. Ch. 1329

1375.01 OCCUPANCY, SALE OR LEASE; COMPLIANCE REQUIRED.

No owner, agent, tenant or occupant shall occupy, maintain, sell, rent or lease, or offer for sale, rental or lease, any multiple-family building, commercial building or other structure, or part thereof, which is regulated by Chapters 1371, 1373 or this chapter, which does not comply with this Commercial Code. (Ord. 1992-114. Passed 11-16-92.)

1375.02 PLUMBING; EXTERIOR SEWERS.

(a) All plumbing shall meet the requirements of the Ohio Plumbing Code, as adopted in Chapter 1307 of these Codified Ordinances.

(b) All plumbing shall be designed and installed to prevent contamination of the water supply system.

(c) All exterior sewers and their appurtenances, including, but not limited to, manholes, catch basins, drainage culverts, ditches, piping, draintile, and other similar devices, shall be designed, installed and maintained to meet all requirements of the Ohio Plumbing Code, being Chapters 4101:2-56 through 4101:2-69 of the Ohio Basic Building Code, and the Cuyahoga County Sanitary Engineer's Uniform Rules, Standards and Regulations for the design and construction of sewerage improvements.

(d) All plumbing fixtures and piping connected thereto in existing buildings and secondary and appurtenant structures shall be maintained in good condition to provide the necessary plumbing and sanitary facilities required.
 (Ord. 1992-114. Passed 11-16-92.)

1375.03 RUBBISH AND GARBAGE DISPOSAL.

(a) Every owner, occupant or tenant of a commercial structure shall dispose of all rubbish in a clean and sanitary manner by placing it in approved receptacles or in other approved rubbish disposal facilities.

(b) Every owner, occupant or tenant of a commercial building shall dispose of all garbage and other organic waste, which might provide food for insects and rodents, in a clean and sanitary manner by placing it in approved, nonleakable, nonabsorbent, covered garbage storage receptacles or in other approved garbage disposal facilities.

(c) There shall be no unauthorized storage of materials or equipment outside the building.

(d) All rules and regulations regarding rubbish collection established by the [Public Works Service](#) Director, as authorized by Council in Section 660.21 of the General Offenses Code, shall apply to this Commercial Code. (Ord. 1992-114. Passed 11-16-92.)

1375.04 FLUE CONNECTIONS.

Every appliance or piece of equipment for burning solid, liquid or gaseous fuel, in a permitted location, shall be connected to an approved smokepipe and flue, provided that any appliance approved for use without such connections is exempted from the requirements of this section. (Ord. 1992-114. Passed 11-16-92.)

1375.05 ELECTRICAL FACILITIES.

Every commercial building and every secondary or appurtenant building or structure shall be provided with approved electrical equipment, wiring, outlets and fixtures, which shall be installed and maintained so as to be free of any potential source of ignition of combustible material or any potential source of electrical hazard. Such facilities shall be approved as being adequate to supply the requirements of lighting, appliances and equipment of the structure and the exterior premises concerned. The National Electrical Code, as adopted in Chapter 1305 of these Codified Ordinances, shall be the standard for all electrical systems or parts thereof.

All amendments, alterations, deletions or other changes to the standards, rules or regulations contained in such Code shall be adopted without ordinance by the City, unless expressly stated otherwise.

The following items, among others not specifically enumerated, may be inspected to determine that the electrical wiring of a commercial building or structure in the public areas and the exterior property areas is in an approved state:

- (a) All exterior wiring.
- (b) The utility service drop or service laterals, mast and appurtenant components;
- (c) Properly grounded outlet receptacles on the exterior of the building, structure or premises. The proper installation of ground fault interrupter receptacles is required for new installation.
- (d) The condition of outlets and switches;
- (e) The condition of lighting fixtures;
- (f) The proper ground of outlet receptacles;
- (g) The proper wiring and overcurrent protection of equipment, such as air conditioning compressors;
- (h) The removal of unused or unconnected wiring and equipment; and
- (i) The proper enclosing of work boxes, junction boxes or enclosures.

In addition to the above requirements, site lighting standards shall be maintained in proper working order, structurally safe and installed in accordance with the National Electrical Code. Raceways, cable assemblies, boxes, cabinets, fittings, etc., shall be properly supported and securely fastened in place. (Ord. 1992-114. Passed 11-16-92.)

1375.06 MAINTENANCE RESPONSIBILITIES.

(a) Owner. The owner of every commercial structure, or his or her appointed agent, shall be responsible for maintaining in a clean, safe and sanitary condition the shared or common areas of the premises.

(b) Occupant. The occupant of a commercial structure shall be responsible for maintaining in a clean, safe and sanitary condition that part of the structure or premises which he or she occupies or controls. (Ord. 1992-114. Passed 11-16-92.)

1375.07 GENERAL MAINTENANCE REQUIREMENTS.

(a) A commercial structure or part thereof shall be maintained in good repair and shall be capable of performing the function for which such structure or part, or any feature thereof, was designed or intended to be used.

(b) All equipment and facilities appurtenant to a commercial structure or dwelling

unit shall be maintained in good and safe working order.
(Ord. 1992-114. Passed 11-16-92.)

1375.08 FOUNDATIONS.

(a) Foundation of commercial structures and their appurtenances, such as window wells, retaining walls, stair wells and other similar structures, shall be maintained structurally sound and in good repair. Foundations of structures shall be free of loose, missing or deteriorated mortar, damaged, loose or missing bricks, flaking tiles and other deteriorated foundation materials.

(b) All areas of foundations which evidence leaning, bowing or cracking are in violation of this Commercial Code and shall be replaced or repaired.

(c) Foundations of commercial structures shall be maintained in such condition as to prevent the seepage or leaking of water within the space enclosed within such foundations.

(d) Openings into foundations of commercial structures shall be protected against the entrance of rodents and insects. (Ord. 1992-114. Passed 11-16-92.)

1375.09 ROOFS, GUTTERS, DOWNSPOUTS AND CHIMNEYS.

(a) Roofs of commercial structures shall be maintained weathertight and shall be equipped with gutters and downspouts connected to a public storm sewer. However, these requirements may be waived for existing buildings in a case where the Building Commissioner finds unreasonable hardship and finds that the drainage does not cause excessive erosion or water damage or does not create a nuisance on public or private property.

(b) As an alternate to the requirements set forth in Section (a), one or more downspout(s) may be diverted into an approved rain barrel provided that overflow from such appurtenance is directed back into the downspout. Rain barrels shall be covered at all times and shall not cause a public or private nuisance. Rain barrels shall not be installed in the front or side yard setbacks, but are to be located only on rear yard downspouts. Rain barrels are to be positioned adjacent to the rear of the dwelling structure so as not to be visible from the public right of way. Only one rain barrel may be installed at each rear yard downspout. Rain barrel installations require the review and approval of the Building Commissioner and Staff Engineer. Plans submitted for review and approval shall include details of the type, size and location of the rain barrel, including the method of connecting the overflow back to the downspout along with a landscaping plan if necessary to screen the rain barrel from view from the public right of way.

(c) Chimneys of commercial structures shall be maintained structurally sound and in good repair. For purposes of this section, "structurally sound and in good repair" means that a chimney is free of deteriorated, loose or missing mortar and broken, missing or deteriorated bricks or other appropriate building materials, that the seal to the structure is weathertight and that the interior is clean and able to efficiently conduct smoke and gases to the exterior of the structure. Chimneys which have been painted shall meet requirements set forth in Section 1375.10(c).

(d) The following items, among others not specifically enumerated, may be maintained in good repair in accordance with all applicable codes and be inspected to determine:

- (1) That required gutters and downspouts are maintained in good repair;
- (2) That rain barrels are properly constructed, reconnected to the downspout and landscaped as required;
- (3) That splash boxes and French drains are properly routed;
- (4) That gutters are free of blockage and drain water efficiently;
- (5) That gutters and downspouts are not damaged, deteriorated, hanging, loose or insecure;
- (6) The proper seal of downspouts to the crocks;
- (7) The condition of the roofing material;
- (8) That branches and other live materials are absent from roofs;
- (9) That flashing is not separated from the roof material, or loose or deteriorated;
- (10) The condition of underhangs or soffits to be maintained and that such are weathertight.

- (11) The condition of parapets; and
 - (12) That all chimney caps are secure and whole.
- (Ord. 1992-114. Passed 11-16-92; Ord. 2009-86. Passed 10-19-09.)

1375.10 EXTERIORS OF COMMERCIAL STRUCTURES AND SECONDARY OR APPURTENANT STRUCTURES.

(a) All exterior parts of a commercial structure shall be maintained weathertight and so as to resist decay or deterioration from any cause. This includes exterior walls, parapet walls, chimneys and all other exterior structures, either above or below the roof line.

(b) Any commercial structure or secondary or appurtenant structure, the exterior surface of which is bare, deteriorated, ramshackle, tumbledown, decaying, disintegrating or in poor repair, must be repaired or razed as follows:

- (1) All buckled, rotted, decayed or deteriorated walls, doors, windows, porches, floors, steps, ceilings, soffits, posts, sills, trim and missing members thereof must be replaced and put in good condition.
- (2) All replacements must match and conform to the original design if not replaced completely.
- (3) All exterior wood or exterior unfinished surfaces must be sealed and painted, the surface covered with other approved protective coating or treated to prevent rot and decay, and shall conform and match the existing paint or surface covering and the original design or replacement thereof. All exterior walls and surfaces must be properly protected against the weather where such are defective or lack weather protection, including lack of paint or surface covering, or where such have weathered due to lack of proper protective covering.

(c) Any commercial structure or secondary or appurtenant structure, the exterior surface of which is deteriorated, decaying or disintegrating, has weathered with dirt and grime or has been impaired through peeling or flaking of the paint or other protective coating, shall be repaired, repainted or resurfaced as follows:

- (1) All exterior surfaces shall be replaced or repaired in good condition preparatory to repainting or coating.
 - (2) All bare exterior surfaces which are flaking or crumbling shall be replaced or sealed in a good and workmanlike manner.
 - (3) All new or repaired bare surfaces shall be painted or coated.
 - (4) All exterior surfaces which are weathered with dirt and grime or which are peeling or flaking shall be painted or covered with an approved protective coating or surface.
- (Ord. 1992-114. Passed 11-16-92.)

1375.11 EXTERIOR PROPERTY AREA MAINTENANCE.

(a) Generally. Exterior property areas of all premises shall be kept free of any debris, object, material or condition which may create a health, accident or fire hazard, which is a public nuisance or which constitutes a blighting or deteriorating influence on other surrounding buildings. Lawns, tree lawns, landscaping, trees, driveways, parking lots, curbs, fences and retaining walls shall also be maintained so as not to constitute a blighting or deteriorating effect.

(b) Sidewalks, Parking Lots and Driveways. Improperly installed or maintained public sidewalks, private walks, parking lots, curbs, driveways and driveway aprons shall be determined to be in a defective condition if any of the following conditions exist:

- (1) Any block has multiple cracks or any single crack larger than one-fourth of an inch wide;
- (2) The edges of adjoining sections of block, or a portion thereof, differ vertically by one inch or more.
- (3) Blocks have a transverse slope in excess of one inch per horizontal foot toward the street.
- (4) Blocks have a reverse slope (toward the property) that impounds water to a depth of one-half of an inch or more.
- (5) Blocks have depressions that impound water to a depth of one-half of an

inch or more.
(6) Blocks have disintegrated or deteriorated areas.
Every public sidewalk shall be concrete or stone slab.
Parking lots shall be kept in safe condition, free of chuck holes, depressions, cracks and disintegrated or deteriorated areas. Damaged and/or unsecured curbing shall be repaired or replaced.

(c) Obscuring Vegetation; Lawns and Landscaping.

- (1) No owner or occupant of any premises shall permit vegetation to obscure or restrict vision along a public street or at an intersection so as to create a safety hazard.
- (2) Lawns and landscaping shall be kept from becoming overgrown and unsightly and shall be maintained so as not to constitute a blighting or deteriorating effect on the surrounding neighborhood. ~~Lawns shall be maintained in accordance with Section 1319.05(g).~~

(d) Noxious Weeds. No owner or occupant shall cause, suffer or allow noxious weeds to grow on any premises. It shall be the duty of the owner or occupant to cut, remove or destroy all such noxious weeds.

(e) Junk Motor Vehicles, Automobile Repairs; Enforcement.

- (1) A junk motor vehicle shall not be parked or permitted to remain on the premises. No automobile repairs, fueling, changing of motor oil, mechanical or body work or repair of any kind shall be made except at gasoline stations, automobile agencies and other areas with permits for fuel or oil delivery.
- (2) Notwithstanding Section 1371.08(1) or any other section of these Codified Ordinances, no written notice of violation shall be required prior to this section being enforced by the Building Commissioner, a building inspector, a police officer or the Law Director.
(Ord. 1992-114. Passed 11-16-92.)

1375.12 GUTTERS AND DOWNSPOUTS FOR SECONDARY OR APPURTENANT STRUCTURES.

Roofs of secondary or appurtenant structures shall be equipped with gutters and downspouts connected to a public storm sewer. Rain barrel installation(s) conforming to Section 1355.09(b) and Section 1375.09(b) may be utilized. However, if the roof area served by a specific downspout does not exceed 300 square feet, measured horizontally, and if the drainage does not, in the opinion of the Building Commissioner, cause excessive erosion or water damage or does not create a nuisance on public or private property, this requirement maybe waived.
(Ord. 1992-114. Passed 11-16-92; Ord. 2009-86. Passed 10-19-09.)

1375.13 STREET NUMBERS.

Apartment houses and commercial structures not regulated by Section 1313.03 shall have and maintain street address numbers assigned by the Building Commissioner. The numbers shall meet the following standards:

- (a) Numbers shall be numerical, not script, and be a contrasting color to the building for visibility.
- (b) Numbers shall be not less than four nor more than twelve inches in height for residences and not less than four nor more than twenty inches in height for commercial structures.
- (c) Numbers must ordinarily be located within ten feet of the main entrance to each unit of attached single-family residences and within ten feet of the entrance to the main building of commercial structures.
- (d) Number must be clearly visible from the main public or private street that the structure fronts on.
- (e) The Building Commissioner is hereby authorized to permit or require a property owner to locate such numbers in an alternative location to improve visibility, and may require the size of the numbers to be increased to improve visibility.
(Ord. 1993-129. Passed 11-21-94.)

1375.14 WINDOW WELLS; STAIRWELLS.

Every window well extending more than twenty-four inches below the surface shall be covered with a secure metal grid. All stairwells extending more than twenty-four inches below the surface shall be provided with a railing meeting the requirements of the Ohio Basic Building Code.

(Ord. 1992-114. Passed 11-16-92.)

1375.15 OVERNIGHT PARKING OF DELIVERY TRUCKS, TRAILERS AND RECREATIONAL VEHICLES.

(a) Delivery Trucks and Trailers. Overnight parking of delivery trucks and trailers is prohibited unless they are in the process of loading or unloading and in a required off-street loading space as follows:

- (1) U-4A and U-4B Districts. In U-4A and U-4B Districts, there shall be no parking or stopping of delivery trucks and trailers at any time unless they are in the process of loading or unloading.
- (2) U-7 and U-7A Districts. In U-7 and U-7A Districts, there shall be no parking or stopping of delivery trucks and trailers at any time unless they are in the process of loading or unloading.
- (3) U-8 and U-8A Districts. In U-8 and U-8A Districts, no delivery trucks or trailers shall be parked or remain on the property for more than twenty-four hours, unless they are in the process of loading or unloading, but such process shall not exceed twenty-four hours.

(b) Recreational Vehicles. Overnight parking of recreational vehicles is prohibited except at the following:

- A. Hotels and motels;
 - B. Automobile dealerships;
 - C. Multiple-family zoning districts for rental properties, not to exceed forty-eight hours;
 - D. Multiple-family zoning districts which are condominium developments where parking areas have been approved by the homeowners' association and the City Planning and Zoning Commission.
- (Ord. 1992-114. Passed 11-16-92.)

1375.16 RENTING OF TRUCKS AND RECREATIONAL VEHICLES.

Rental of trucks and recreational vehicles is prohibited, except at automobile dealerships.

(Ord. 1992-114. Passed 11-16-92.)

1375.17 SIGNS.

All signs shall be maintained in good repair and shall meet all requirements set forth in Chapter 1141 of the Zoning Code. (Ord. 1992-114. Passed 11-16-92.)

1375.18 INTERIOR PROPERTY AREAS.

(a) Interior property areas of all buildings shall be kept free of any debris, object or material.

(b) All interior walls, floors and ceilings of every structure used for business purposes shall be maintained free of holes, large cracks and any loose or deteriorated material, shall have a decorative coating of paint, wallpaper or other substance located thereon and shall be maintained in a clean and proper condition.

(c) The floors of all toilet rooms shall have a cove base at all walls and partitions. Floor surfaces and cove bases shall be of nonabsorbent materials with moisture-resistant joints and shall be in conformance with the building codes applicable in the City.

(Ord. 1992-114. Passed 11-16-92.)

1375.19 HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT.

All heating, ventilation and air conditioning equipment in existing buildings and secondary and appurtenant structures shall be maintained in good condition and shall be operated

as intended or removed or replaced. (Ord. 1992-114. Passed 11-16-92.)

TITLE NINE - Rental Properties
Chap. 1391. Certificate of Rental Occupancy.
Chap. 1393. Inspections of Single Family Residential
Rental Properties.

CHAPTER 1391
Certificate of Rental Occupancy

- 1391.01 Certificate of rental occupancy.
- 1391.02 Frequency and schedule of
inspection.
- 1391.03 Certificate of Rental Occupancy upon completion of interior and exterior inspections.

- 1391.04 Forms, rules and regulations;
appeals.
1391.99 Penalty.

CROSS REFERENCES

Inspections of single family residential rental properties - see BLDG. Ch. 1393

1391.01 CERTIFICATE OF RENTAL OCCUPANCY.

- (a) (1) As used in this Chapter, "rental unit" means any single-family residential rental dwelling where either of the following conditions exists:
- A. Consideration in the form of money or other valuable consideration is being paid for occupying such units; or
 - B. A person other than the fee simple owner of the property or his/her family as defined herein is occupying such unit, whether or not such person is paying consideration.
- (2) The term "rental unit" does not include a room for rent in a hotel or motel as specified in Chapter 1131 of the Zoning Code.
- (3) The term "family" for the purposes of this Chapter shall have the same meaning as in Section 1351.08(i) includes immediate family only; that is, the spouse, parents, grandparents, children, grandchildren, legal wards, and foster children of the owner or the owner's spouse.
- (4) The term "single-family residential rental dwelling" for the purposes of this Chapter shall include a single-family structure.

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

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

- (1) Application for a Certificate of Rental Occupancy shall be made by supplying necessary information to determine compliance with applicable laws, ordinances, rules and regulations for the existing use or occupancy or the intended use or occupancy on forms supplied by the Building Commissioner. Such information shall include, but need not be limited to, the following, as applicable:
- A. The name, address and telephone number of the owner of the property;
 - B. The address of the property ;
 - C. The current name, address, business and/or home telephone number, and social security number (optional) of the persons who, since the last application, have been occupying the single family residential rental dwelling, and the address or other identification of the single family residential rental dwelling which they occupy;
 - D. Whenever an address is required herein, a post office box number may not be provided as the sole address; .
 - E. The familial relationship, if any, among the persons listed in subsection (c)(1)C. hereof;

- F. The name of the head of the household of each single family residential rental unit;
 - G. A statement that the information is necessary for tax purposes; and
 - H. Such other information as may be requested on a voluntary basis.
- (2) The Building Commissioner shall issue a Certificate of Rental Occupancy for a structure or premises if it is found to be in substantial compliance with the provisions of the Fire, Health, Zoning, and Building Codes and all other laws, ordinances, rules and regulations applicable thereto.
 - (3) The Certificate of Rental Occupancy shall be valid for one (1) year from issuance date of said single family residential rental dwelling Certificate of Rental Occupancy at which time it will expire. At that time a completed new application and a non-refundable fee of Five Hundred Dollars (\$500.00) shall be submitted.
 - (4) The Building Commissioner may deny an application for a Certificate of Rental Occupancy or revoke a Certificate of Rental Occupancy if any false statement is made by the applicant in connection with the issuance of such Certificate, for substantial noncompliance of a structure or its use with the requirements of the Fire, Health, Zoning, or Building Codes, or if the owner, agent or person in charge of a structure fails to comply with any applicable provision of the Fire, Health, Zoning, or Building Codes.
- (d)
 - (1) Every application for a Certificate of Rental Occupancy or a renewal thereof shall be accompanied by a nonrefundable fee of Five Hundred Dollars (\$500.00). The fee for reinstatement of a Certificate of Rental Occupancy after it has been revoked shall be Six Hundred Dollars (\$600.00).
 - (2) An application is considered complete only when all information required on the form is accurately, legibly and fully provided and when the fee is paid.
 - (3) The fee for an application for a Certificate of Rental Occupancy submitted after the rental unit is found to be occupied shall be Six Hundred Dollars (\$600.00). An application is considered submitted only when it is complete and no cause exists to deny the application, as defined in this Section. The fee for an application that was denied and is re-submitted shall be Six Hundred Dollars (\$600.00). If no application for a Certificate is submitted when required by this Chapter by the end of the calendar year for which the Certificate is required, the Building Commissioner shall charge the owner or operator Six Hundred Dollars (\$600.00).
 - (4) If the owner or operator fails to pay the fee for a Certificate within the calendar year for which the Certificate is required to be obtained, the Building Commissioner shall report the delinquency to the Director of Finance, who shall report the same to Council, which may thereupon assess the cost, together with the expense of assessing and collecting the same, upon the property for which the Certificate is required, and cause the assessment to be certified to the County Auditor for collection.
 - (e) The City shall reinstate a Certificate of Rental Occupancy that has been revoked when the owner has done all of the following:
 - (1) Submitted a new application for a Certificate as required in this Section;
 - (2) Paid the appropriate application fee and the reinstatement fee;
 - (3) Successfully completed any procedure required by the Building Commissioner, under the rules and regulations of the Building Department established as permitted in this Chapter, by which the owner has demonstrated that the property has been brought into substantial compliance with the City Codes that were the basis of the revocation. (Ord. 2009-138. Passed 11-16-09.)

1391.02 FREQUENCY AND SCHEDULE OF INSPECTION.

- (a) The Building Commissioner is hereby directed to conduct an interior and exterior inspection of all single family residential rental dwellings, as defined in Section 1391.01, in

single-family dwelling structures at least once every year according to a schedule established by him/her. The Building Commissioner is further directed to conduct an interior and exterior inspection of a single family residential rental dwelling upon any change in occupancy of the rental unit. Pursuant to such schedule, the Building Commissioner shall notify the owner of any single family residential dwelling, as defined in Section 1391.01, to be inspected, or his agent, that arrangements must be made with the Building Department for an inspection appointment within thirty days (30) of such notice. If the owner or agent, or an occupant, refuses to consent to an inspection of the subject property, or if consent is otherwise unobtainable, the Building Commissioner or his designated representative shall not make such inspection without first obtaining an administrative search warrant in accordance with the provisions set forth below. If a scheduled inspection is cancelled by the owner, agent or occupant upon less than twenty-four (24) hours notice, a fee of One Hundred Dollars (\$100.00) shall be charged, which fee must be paid before any re-inspection will be scheduled.

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

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

(b) If a warrant is issued, no owner or agent, or an occupant thereof shall fail or neglect, upon presentation of a warrant, to properly permit entry therein by the Building Commissioner or his/her duly authorized designee for the purpose of conducting a rental inspection and examination pursuant to this Chapter and Chapter 1393 and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, the rental inspection shall not take place and no Certificate of Rental Occupancy shall be issued.

No criminal penalty, or any penalty or fine under this Chapter or Chapter 1393 shall attach, nor shall any Certificate of Rental Occupancy be denied, solely by reason of the owner's, agent's or occupant's refusal to consent to a full inspection.

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

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

or posting on the structure. Notwithstanding the requirement of notice provided herein, failure of the Building Commissioner to notify a tenant shall not preclude the enforcement of any provision of this Chapter or Chapter 1393.

(Ord. 2009-138. Passed 11-16-09.)

1391.03 CERTIFICATE OF RENTAL OCCUPANCY UPON COMPLETION OF INTERIOR AND EXTERIOR INSPECTIONS.

Upon interior and exterior inspections of the single family residential rental dwelling structure, the Building Commissioner shall issue a Certificate of Rental Occupancy. Except in the case of immediate danger to the public health or safety, the Certificate of Rental Occupancy shall contain the order of the Building Commissioner for the correction of any code violations noted on the Certificate, which shall be corrected by the owner of the property within ninety (90) days of the issuance of the Certificate, unless for good cause shown, the Building Commissioner has extended the time for such completion.

(Ord. 2009-138. Passed 11-16-09.)

1391.04 FORMS, RULES AND REGULATIONS; APPEALS.

The Building Commissioner is authorized and directed to promulgate such forms, rules and regulations as are necessary for the efficient administration of this chapter.

(Ord. 2009-138. Passed 11-16-09.)

1391.99 PENALTY.

Any person who fails to comply with any provision of this chapter is guilty of a misdemeanor of the first degree.

(Ord. 2009-138. Passed 11-16-09.)

CHAPTER 1393
Inspections of Single Family Residential Rental Properties

- 1393.01 Leasing of residential occupancy; restrictions.
- 1393.011 International property maintenance code.
- 1393.02 Habitable floor area defined.
- 1393.03 Habitable rooms below grade; restrictions.
- 1393.04 Required window area.
- 1393.05 Required ventilation area.
- 1393.06 Kitchens, bathrooms and water closet compartments.
- 1393.07 Required dwelling unit facilities.
- 1393.08 Communal kitchens.
- 1393.09 Connection to fixtures, plumbing, plumbing fixtures and water heating facilities.
- 1393.10 Rubbish and garbage disposal.
- 1393.11 Heating capacity.
- 1393.12 Supply of heat.
- 1393.13 Flue connections required.
- 1393.14 Prohibited locations of heating equipment.
- 1393.15 Maintenance of fireplaces.
- 1393.16 Automatic gas control valves.
- 1393.17 Electrical facilities required.
- 1393.18 Owner maintenance responsibilities.
- 1393.19 General maintenance requirements.
- 1393.20 Maintenance of foundations.

- 1393.21 Maintenance of roofs, gutters, downspouts and chimneys.
- 1393.22 Maintenance of exteriors of rental units and secondary or appurtenant structures.
- 1393.23 Maintenance of interior walls, ceilings, and floors.
- 1393.24 Infestation by pests.
- 1393.25 Exterior property areas.
- 1393.26 Secondary or appurtenant structures.
- 1393.27 Access and egress.
- 1393.28 Prevention of blight and safety hazards.
- 1393.29 Perimeter railings required.
- 1393.30 Frequency and schedule of inspections.
- 1393.31 Notice of violation.
- 1393.32 Noncompliance with notice; remedies; corrections required prior to sale, rental or lease.
- 1393.33 Emergencies; orders for immediate repair or vacation.
- 1393.34 International Property Maintenance Code.
- 1393.35 Forms, rules, and regulations.
- ~~1393.36 Penalty.~~

CROSS REFERENCES
Certificate of Rental Occupancy - see BLDG. Ch. 1391

1393.01 LEASING FOR RESIDENTIAL OCCUPANCY; RESTRICTIONS.

No owner, operator or agent shall rent or lease, or offer for rent or lease, any rental unit, as defined in Chapter 1391, which does not comply with the provisions of this Chapter. For any repairs requiring permits, the owner is responsible for verifying that permits have been obtained prior to work beginning.
(Ord. 2009-118. Passed 10-19-09.)

1393.011 INTERNATIONAL PROPERTY MAINTENANCE CODE.

The The most recent edition of the International Property Maintenance Code, as prepared and published by the International Code Council, Inc., is hereby adopted and incorporated as fully as if set out at length herein for the purpose of establishing rules and regulations for the maintenance of all single family dwellings including residential rental dwellings. Any amendments to such Code or any new edition of such Code shall automatically be adopted by reference. From and after the original effective date of this section, the provisions of the International Property Maintenance Code shall regulate the maintenance of all single family dwellings including residential rental dwellings, within the corporate limits of the City.

1393.02 HABITABLE FLOOR AREA DEFINED.

(a) Every rental unit shall contain at least 250 square feet of habitable floor area for the first occupant and at least 150 square feet of habitable floor area for every occupant thereof, but in no case shall any rental unit contain less than the minimum number of square feet of habitable floor area as required by other provisions of this Chapter.

(b) Habitable floor area shall include all of the floor area contained in a rental unit except:

- (1) The floor area contained in any of the following rooms or areas:
 - A. Kitchens
 - B. Bathrooms
 - C. Toilet rooms
 - D. Laundries
 - E. Pantries

- F. Dressing rooms
 - G. Storage spaces
 - H. Foyers
 - I. Hallways
 - J. Utility rooms
 - K. Boiler rooms
 - L. Basement recreation rooms
- (2) The floor area contained in a room located on the first floor of a rental unit in which any portion of the ceiling height is less than seven (7) feet six (6) inches;
 - (3) The floor area contained in a room located on the second or third floor of a rental unit in which the ceiling height is not at least seven (7) feet in height in at least two-thirds (2/3) of the room.
 - (4) Those portions of the floor area contained in any room on any floor that are less than seven (7) feet in width;

(c) All bathrooms and bedrooms shall have doors that properly close and latch shut to provide privacy to the occupants thereof.

(d) No rental unit may be occupied by a number of occupants that exceeds the standards set forth in this section; except:

- (1) Occupants who are otherwise in compliance with this section, and who become in violation due to the addition of a new family member, may remain in violation without penalty for a period of six (6) months from the date of addition of the new family member, or until the expiration of a written lease (excluding extensions, options or renewals), whichever is longer.

(e) Any person(s) adversely affected by a decision of the Building Commissioner may appeal such decision to the Planning and Zoning Commission.
(Ord. 2009-118. Passed 10-19-09.)

1393.03 HABITABLE ROOMS BELOW GRADE; RESTRICTIONS.

No room that has its floor level below grade shall be occupied as a habitable room unless it conforms to all of the following standards, in addition to all other requirements of this Chapter:

- (a) The room was, prior to the original effective date of this Chapter, originally designed and constructed for, or legally converted to use as a habitable room.
- (b) The walls and floor enclosing the room shall be maintained in such condition as to prevent seepage or leakage of water into the habitable space.
- (c) All required openings for light and ventilation shall be located entirely above the adjoining grade.
- (d) The height of the finished ceiling of such room above any point of the adjoining ground level shall be at least fifty percent (50%) of the clear ceiling height of the room.

(Ord. 2009-118. Passed 10-19-09.)

1393.04 REQUIRED WINDOW AREA.

Every habitable room shall be provided with natural light by one (1) or more windows, facing upon an approved open space. The aggregate glass area of such required windows shall be not less than ten percent (10%) of the floor area of the room served by such windows.
(Ord. 2009-118. Passed 10-19-09.)

1393.05 REQUIRED VENTILATION AREA.

Every habitable room shall be provided with natural ventilation by one (1) or more windows that can easily be opened or by adequate artificial ventilation. ~~The aggregate openable area of such ventilation openings shall not be less than five percent (5%) of the floor area of the room served by them.~~
(Ord. 2009-118. Passed 10-19-09.)

1393.06 KITCHENS, BATHROOMS AND WATER CLOSET COMPARTMENTS.

Every kitchen, bathroom, and water closet compartment shall be provided with light and

ventilation as prescribed for habitable rooms, except that the aggregate glass area in a kitchen shall not be less than six (6) square feet, and in a bathroom or water closet compartment, not less than three (3) square feet. However, where an approved exhaust ventilation system and approved artificial light is installed in a manner as to be in operation at all times when any such room is occupied, no natural light or ventilation shall be required.
(Ord. 2009-118. Passed 10-19-09.)

1393.07 REQUIRED DWELLING UNIT FACILITIES.

(a) Every rental unit shall be provided with not less than the following sanitary facilities contained within a room that shall afford privacy to any occupant thereof:

- (1) A water closet.
- (2) A bathtub or shower
- (3) A lavatory.

(b) Every rental unit shall be provided with one (1) complete kitchen or kitchenette with approved cooking, refrigeration, and sink facilities. No such kitchen facilities shall be located within any water closet compartment or within any bathroom.
(Ord. 2009-118. Passed 10-19-09.)

1393.08 COMMUNAL KITCHENS.

Communal kitchens are prohibited.
(Ord. 2009-118. Passed 10-19-09.)

1393.09 CONNECTION OF FIXTURES, PLUMBING, PLUMBING FIXTURES AND WATER HEATING FACILITIES.

(a) Every rental unit shall be supplied with plumbing, plumbing fixtures, and water heating facilities that are installed in an approved manner, properly maintained free of leaks and deterioration and properly connected with hot water lines to the fixtures required to be supplied with hot water under this section.

(b) Every rental unit shall have an approved supply of running hot water properly connected to all plumbing fixtures normally requiring hot water. Water heating facilities shall be capable of heating water so as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory, tub, or shower at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit under normal use at all times.

(c) All plumbing fixtures in a rental unit shall be supplied with running water from the municipal water supply system.

(d) All sinks, lavatories, tubs, and showers shall be supplied with hot and cold running water properly connected to plumbing fixtures.

(e) All plumbing fixtures in a rental unit shall be so designed and installed as to prevent contamination of the water supply system.

(f) All plumbing fixtures in a rental unit shall be connected to a public sanitary sewer.
(Ord. 2009-118. Passed 10-19-09.)

1393.10 RUBBISH AND GARBAGE DISPOSAL.

(a) Every occupant of a rental unit shall dispose of all his/her rubbish in a clean and sanitary manner by placing it in approved receptacles or in other approved rubbish disposal facilities.

(b) Every occupant of a rental unit shall dispose of all of his/her garbage and other waste that might provide food for insects and rodents, in a clean and sanitary manner by placing it in approved nonleakable, nonabsorbent, covered garbage storage receptacles or in other approved garbage disposal facilities. No garbage receptacles shall be stored in front of the Building Line of a rental unit.

(Ord. 2009-118. Passed 10-19-09.)

1393.11 HEATING CAPACITY.

Every rental unit shall be provided with approved heating facilities capable of maintaining an average temperature of seventy degrees (70°) Fahrenheit in all habitable rooms, kitchens, bathrooms, and water closet compartments when the outdoor temperature is minus five degrees (-5°) Fahrenheit, without forcing the facilities to operate in excess of design capacity.
(Ord. 2009-118. Passed 10-19-09.)

1393.12 SUPPLY OF HEAT.

The owner, operator, or agent who rents or leases any dwelling unit under an agreement, express or implied, to supply or furnish heat to the occupants thereof, shall supply heat adequate to maintain an inside temperature of not less than seventy (70°) Fahrenheit in all habitable rooms, bathrooms, water closet compartments, and kitchens whenever the outside temperature falls below sixty degrees (60°) Fahrenheit. Such inside temperature shall be measured in the approximate center of each room, approximately three (3) feet above the floor. The provisions of this section shall not apply where the failure to meet minimum standards is caused by a general shortage of fuel, negligent or malicious act of the occupant, or any cause beyond the control of the owner or occupant.
(Ord. 2009-118. Passed 10-19-09.)

1393.13 FLUE CONNECTIONS REQUIRED.

(a) Every appliance or piece of equipment burning solid, liquid, or gaseous fuel, where permitted, shall be connected to an approved smokepipe and flue. However, any appliance approved for use without such connections is exempted from the requirements of this section.

(b) Gas dryers shall be vented to the exterior of the building. All other dryers shall be vented to the exterior of the dwelling unless manufacturer's instructions stipulate an alternative.
(Ord. 2009-118. Passed 10-19-09.)

1393.14 PROHIBITED LOCATIONS OF HEATING EQUIPMENT.

No heating equipment or appliance depending on room air for combustion, shall be located in any bedroom, bathroom, toilet room, or any room used for sleeping purposes.
(Ord. 2009-118. Passed 10-19-09.)

1393.15 MAINTENANCE OF FIREPLACES.

Fireplaces shall be maintained so as to be free from missing mortar and missing or broken bricks. The fireplace damper shall be maintained so as to operate properly.
(Ord. 2009-118. Passed 10-19-09.)

1393.16 AUTOMATIC GAS CONTROL VALVES.

(a) All gas-fired heating equipment, including water heaters, shall be equipped with an approved automatic main gas valve that will automatically turn off the gas supply in the event of pilot outage, or gas or electric supply failure.

(b) In addition to approved automatic main gas control valves, all gas-fired equipment shall have manually controlled shut-off valves.
(Ord. 2009-118. Passed 10-19-09.)

1393.17 ELECTRICAL FACILITIES REQUIRED.

Every rental unit shall be equipped with approved electrical service, outlets, and fixtures, which shall be installed and maintained so as to be free of any potential source of ignition of combustible material or any potential source of electrical hazard. Such facilities shall be approved as being adequate to supply the requirements of lighting, appliances, and equipment of the structure concerned.
(Ord. 2009-118. Passed 10-19-09.)

1393.18 ~~OCCUPANT~~ **OCCUPANT WNER MAINTENANCE RESPONSIBILITIES.**

Occupant. The occupant of a rental unit in any dwelling structure shall be responsible for maintaining in a clean and sanitary condition that part of the rental unit, dwelling structure or

premises that he/she occupies and controls.
(Ord. 2009-118. Passed 10-19-09.)

1393.19 GENERAL MAINTENANCE REQUIREMENTS.

(a) All rental units and all parts thereof, both exterior and interior, shall be maintained in good repair and shall be capable of performing the function for which such structure or part or any feature thereof, was designed or intended to be used.

(b) All equipment and facilities appurtenant to a rental structure or unit shall be maintained in good and safe working order.
(Ord. 2009-118. Passed 10-19-09.)

1393.20 MAINTENANCE OF FOUNDATIONS.

(a) Foundations shall be maintained structurally sound and in good repair.

(b) Foundations shall be protected against the entrance of rodents and insects.

(c) Where parts of dwellings supported on masonry piers require substantial repair or replacement due to sagging, settling or failure of supporting piers, the same shall be replaced with a foundation conforming to Ohio Building Code (Residential).
(Ord. 2009-118. Passed 10-19-09.)

1393.21 MAINTENANCE OF ROOFS, GUTTERS, DOWNSPOUTS AND CHIMNEYS.

(a) Roofs shall be maintained in a weather tight condition and maintained in good repair and free of loose, damaged, deteriorated or missing roofing material. All roof flashing shall be maintained in good repair.

(b) Roofs shall be equipped with properly installed and maintained gutters and downspouts. Downspouts shall be connected and sealed to a public storm sewer.

(c) Chimneys shall be properly maintained in plumb condition, free of loose or missing bricks, deteriorated mortar joints and damaged, loose or missing chimney caps.
(Ord. 2009-118. Passed 10-19-09.)

1393.22 MAINTENANCE OF EXTERIORS OF RENTAL UNITS AND SECONDARY OR APPURTENANT STRUCTURES.

(a) All exterior walls of every rental structure shall be maintained weathertight so as to resist decay or deterioration.

(b) Any rental structure or secondary or appurtenant structure whose exterior surface is bare, deteriorated, ramshackle, tumble-down, decaying, disintegrating or in poor repair shall be repaired or razed.

(1) All buckled, rotted, decayed or decayed walls, doors, windows, porches, floors, steps, ceilings, railings, soffits, posts, sills, trim and their missing members shall be replaced and put in good condition.

(2) All replacements shall match and conform to original design or be replaced completely.

(3) All exterior wood or exterior unfinished surfaces shall be sealed and painted, or the surface covered with other approved protective coating or treated to prevent rot and decay, and conform and match the existing paint or surface covering and original design or replacement thereof. All exterior walls and surfaces shall be properly protected against the weather, where such are defective or lack weather protection, including lack of paint or surface covering, or have weathered due to lack of proper protective covering.

(c) Any rental structure or secondary or appurtenant structure whose exterior surface is deteriorated, decaying, disintegrating, or whose exterior surface has weathered with dirt or grime or has been impaired through peeling or flaking of the paint or other protective coating,

shall be repaired, repainted or resurfaced.

- (1) All exterior surfaces shall be replaced or repaired in good condition preparatory to repainting or coating.
- (2) All bare exterior surfaces that are flaking or crumbling shall be replaced or sealed in a good and workmanlike manner.
- (3) All new or repaired bare surfaces shall be painted or coated.
(Ord. 2009-118. Passed 10-19-09.)

1393.23 MAINTENANCE OF INTERIOR WALLS, CEILINGS, AND FLOORS.

(a) All interior walls, ceilings, and floors of every rental structure shall be maintained free of holes, large cracks or any loose, damaged or deteriorated material.

(b) The floors of all bathrooms and water closet compartments shall have a cove base at all walls and partitions. Floor surfaces and cove base shall be of nonabsorbent materials with moisture-resistant joints.

(c) Any hanging, damaged, deteriorated or missing interior trim or framing shall be repaired or replaced.
(Ord. 2009-118. Passed 10-19-09.)

1393.24 INFESTATION BY PESTS.

(a) All rental units shall be maintained free from sources of breeding, harborage and infestation by insects, vermin, or rodents.

(b) All firewood shall be stored no less than twelve (12) inches above the ground surface.
(Ord. 2009-118. Passed 10-19-09.)

1393.25 EXTERIOR PROPERTY AREAS.

(a) Exterior property areas of all rental units shall be maintained and kept free of any debris, objects, materials, or conditions that create a health, accident or fire hazard, or that constitute a public nuisance, or have a blighting or deteriorating influence on the neighborhood; including, but not limited to, the following:

- (1) Debris, litter, and refuse that is not stored in an approved container.
- (2) Nonfunctional motor vehicles or motor vehicles that do not have current automobile registration tags and are not stored in an enclosed structure.
- (3) Dilapidated or unusable furniture, or furniture, appliances, or fixtures designed for interior use.
- (4) Clothing, rugs, rags, or other materials hung on lines or other places between the front setback and the street.
- (5) Lawn grass that has been allowed to grow over eight (8) inches in height.
- (6) Noxious weeds and/or diseased trees.
- (7) Lawn vegetation shall cover entire yard except for paved areas.

(b) Every rental unit shall have the correct street number of such dwelling prominently displayed so that it is clearly visible at all times from the street in front of the property. The numbers shall be Arabic numerals, not script, and must be at least three (3) inches high and in contrasting colors. Such numbers shall be placed in close proximity to the main front entrance to the dwelling.
(Ord. 2009-118. Passed 10-19-09.)

1393.26 SECONDARY OR APPURTENANT STRUCTURES.

(a) Garages shall be maintained in good repair free from health, safety and fire hazards or shall be removed and replaced as required by law.

(b) Secondary or appurtenant structures shall be maintained in good repair free from health, safety or fire hazards or shall be removed from the premises.

(c) Roofs of every secondary or appurtenant structure shall be equipped with gutters and downspouts connected to a public storm sewer or other approved means.

(d) Where foundations of secondary or appurtenant structures have deteriorated or settled to the point where wall plates or studs are rotting, they shall be replaced with foundations as required for garages under the Ohio Building Code (Residential)

(e) Asphalt garage floors are prohibited.
(Ord. 2009-118. Passed 10-19-09.)

1393.27 ACCESS AND EGRESS.

Every rental unit shall be provided with direct and approved means of access and egress to the outside of the dwelling structure without passing through any part of any other dwelling unit.

(Ord. 2009-118. Passed 10-19-09.)

1393.28 PREVENTION OF BLIGHT AND SAFETY HAZARDS.

In order to (1) prevent hazards to the health, safety and welfare of occupants or the public; (2) avoid a blighting or deteriorating influence on neighborhood properties; and (3) to prevent conditions that impair or adversely affect the value of neighboring properties, the owner and/or occupant shall:

- (a) Keep the interior of all rental units and every structure thereon including, but not limited to, walls, roofs, cornices, chimneys, drains, towers, porches, landings, fire escapes, stairs, windows, doors, and awnings in good repair and all surfaces thereof shall be kept painted or protected with other approved coating or material where necessary. All surfaces shall be maintained free of broken glass, loose shingles, crumbling stone or brick, peeling paint or other conditions reflective of deterioration or inadequate maintenance, to the end that the property itself may be preserved safely, fire hazards eliminated, and adjoining properties and the neighborhood protected from blighting influences and a diminution of property values.
- (b) Keep all yards, courts or lots free from unsightly materials not appropriate to the area and debris that may cause a fire hazard or may act as a breeding place for vermin or insects.
- (c) Keep the interior of all premises and every structure thereon, including electrical wire, gas, light and plumbing fixtures, walls, stairs, floors, doors and ceilings, in good repair and free of any condition that may cause a fire or safety hazard to the occupants thereof or to neighboring properties.

(Ord. 2009-118. Passed 10-19-09.)

1393.29 PERIMETER RAILINGS REQUIRED.

(a) Every rental unit that has a means of egress to a porch, deck or roof above the first floor shall be provided with an approved railing at the perimeter of the porch, deck or roof area at least thirty-six inches in height with the balustrade designed to prevent the passage of an object four inches or more in diameter.

(Ord. 2009-118. Passed 10-19-09.)

1393.30 FREQUENCY AND SCHEDULE OF INSPECTIONS.

The Building Commissioner is hereby directed to conduct inspections of all rental units ~~at least~~ at least once every year according to a schedule established by his/her to determine compliance with this Chapter 1393. The Building Commissioner is further directed to conduct such inspections upon any change in occupancy of the rental unit. Pursuant to such schedule, the Building Commissioner shall notify the owner/agent of the rental unit to be inspected that arrangements must be made with the Building Department for an inspection appointment within thirty days of such notice. If the owner/agent or occupant refuses to consent to an inspection of the subject property, or if consent is otherwise unobtainable, the Building Commissioner or his/her designated representative shall not make such inspection without first obtaining an administrative search warrant in accordance with Section 1391.02. If a scheduled inspection is cancelled by the owner/agent or occupant upon less than twenty-four hours notice, a fee of One Hundred Dollars (\$100) shall be charged, which fee must be paid before any re-inspection is scheduled.

(Ord. 2009-118. Passed 10-19-09.)

1393.31 NOTICE OF VIOLATION.

(a) Whenever the Building Commissioner finds any rental unit or any part thereof to be in violation of any provision of this Chapter, he/she shall give or cause to be given notice to the owner/agent of such structure or premises a written notice stating the violation therein. Such notice shall order correction of the violation within a stated time. Delivery or mailing shall be deemed legal service of the notice.

(b) If the person to whom a notice of violation is addressed cannot be found within the County after a reasonable and diligent search, then notice shall be sent by registered or certified mail to the last known address of such person and a copy of such notice shall be posted in a conspicuous place on the structure or premises to which it relates. Such mailing and posting shall be deemed legal service of the notice.

(Ord. 2009-118. Passed 10-19-09.)

1393.32 NONCOMPLIANCE WITH NOTICE; REMEDIES; CORRECTIONS REQUIRED PRIOR TO SALE, RENTAL OR LEASE.

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

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

(c) The owner of any such property to which such an order or notice to repair, improve, remove, demolish or vacate has been issued shall not sell, rent, or lease such property, or enter into an agreement to sell, rent or lease such property, unless all violations cited against such property have been corrected and unless written approval of such corrections has been received by the property owner from the Building Commissioner.

(Ord. 2009-118. Passed 10-19-09.)

1393.33 EMERGENCIES; ORDERS FOR IMMEDIATE REPAIR OR VACATION.

Whenever, in the opinion of the Building Commissioner, the condition of a rental unit or premises or part thereof constitutes an immediate hazard to human life or health, he/she shall declare a case of emergency and shall order the immediate repair or vacation, or both, of the structure or premises or part thereof. Such notice shall be served in the manner provided in Section 1393.31, but shall require immediate compliance.

(Ord. 2009-118. Passed 10-19-09.)

~~1393.34 INTERNATIONAL PROPERTY MAINTENANCE CODE.~~

~~The 2009 The most recent edition of the International Property Maintenance Code, as prepared and published by the International Code Council, Inc., is hereby adopted and incorporated as fully as if set out at length herein for the purpose of establishing rules and regulations for the maintenance of all single family dwellings including residential rental dwellings. Any amendments to such Code or any new edition of such Code shall automatically be adopted by reference. From and after the original effective date of this section, the provisions of the International Property Maintenance Code shall regulate the maintenance of all single family dwellings including residential rental dwellings, within the corporate limits of the City.~~

~~(Ord. 2009-118. Passed 10-19-09.)~~

1393.345 FORMS, RULES, AND REGULATIONS.

The Building Commissioner is authorized and directed to promulgate such forms, rules, and regulations as are necessary for the efficient administration of this Chapter.

(Ord. 2009-118. Passed 10-19-09.)

~~1393.36 PENALTY~~

~~Any person who fails to comply with any provision of this Chapter is guilty of a misdemeanor of the first degree.
(Ord. 2009-118. Passed 10-19-09.)~~

SUMMARY OF PROPOSED BUILDING CODE CHANGES

December 19, 2019

Diane A. Calta, Director of Law

In order to better understand the proposed changes to the City's Building Code the summary below has been prepared.

Reference to **Chapter 1301 "Regional Building Code."** will be removed. This Chapter was repealed by Ordinance 1986-28 on March 3, 1986.

Section 1303.99 "Penalty." will be removed because it is already covered in Section 1353.10.

Section 1307.99 "Penalty." will be removed because it is already covered in Section 1353.10.

Section 1311.99 "Penalty." will be removed because it is already covered in Section 1353.10.

Section 1312.03(a) and (c) "Emergency/Stand-By Power Generation-Residential Location Requirements." will be amended.

1312.03(a) will now permit generators in side yards in addition to rear yards.

1312.03(c) will now require generators to be screened from view by means of a fence or other approved screening. The requirement of a fence replaces the prior requirement of a landscape buffer.

Section 1312.04(d) "Emergency/Stand-By Power Generation- Non-Residential Location Requirements."

1312.04(d) will now require generators to be screened from view by means of a fence or other approved screening. The requirement of a fence replaces the prior requirement of a landscape buffer.

Section 1313.02 "Certificates of Occupancy; Occupancy Permits.- Sidewalks or Cash Bond Required Before Issuance." The City Engineer replaces the Building Commissioner regarding the following:

1) determinations as to whether construction of the sidewalk is impossible as a result of weather conditions, and if so, require the applicant for a certificate of occupancy to deposit a cash bond with the City for the cost of the construction of the sidewalk;

2) direct the property owner to construct the sidewalk at the earliest time that weather permits; and

3) if the property owner fails to construct the sidewalk, the City may do so and if the cash bond is insufficient to pay the cost of the sidewalk, the City Engineer is charged with issuing notice to the property owner to pay the outstanding balance.

Section 1313.106 "Certificates of Occupancy; Occupancy Permits.-Fees." The fee of \$50.00 for an application for an occupancy permit will be changed to an amount as established by City Council.

Section 1313.111 “Certificates of Occupancy; Occupancy Permits.- Effective Date.” will be removed as it is no longer necessary. The section will still apply to all conveyances as of the effective date of March 19, 1973.

Section 1313.99 “Penalty” will be removed because it is already covered in Section 1353.10.

Chapter 1315 “Curbs, Sidewalks, Street and Utilities” will be removed in its entirety because the Chapter will be recodified as Chapter 902.

Section 1317.02 “Driveways.- Permit and Deposit Required; Drainage Facilities.” will be updated to remove the reference to fees and deposits. Section 1317.02(b) will be removed because it is no longer being implemented.

Section 1317.02(d) “Driveways.- Permit and Deposit Required; Drainage Facilities.” will be removed in its entirety because it is no longer being implemented.

Section 1317.03(d) “Driveways.- Permanent Driveway Aprons.” will be removed in its entirety because it is no longer being implemented.

Section 1317.99 “Penalty” will be removed because it is already covered in Section 1353.10.

Chapter 1319 “Fences” will be removed since it was repealed by Ordinance 1991-119 on October 21, 1991. Fence regulations can be found in Chapter 1146.

Chapter 1321 “Fire Limits” will be removed since it was repealed by Ordinance 2011-127 on December 19, 2011.

Chapter 1323 “Garages” will be removed in its entirety because this section is a duplication. Garage regulations can be found in the Ohio Building Code and the Chapter 1113.

Chapter 1325 “Garbage Disposal Units” will be removed in its entirety because it is now governed by the Ohio Building Code.

Chapter 1327 “House Moving” -Section 1327.01 will be updated to require additional approvals from the Public Works Director and Chief of Police, in addition to the Building Commissioner. Section 1327.02 will be updated to broaden the inspection prior to the issuance of a permit to include a determination that the building is structurally sound, document the condition of the building and that the method of movement does not constitute a hazard, and that the building will comply with the requirements and limitations of the Zoning and Building Code. Section 1327.03 will be amended to require the bond to be to the satisfaction of the Director of Public Safety and not City Council. Section 1327.04 is being removed since the Building Commissioner already has the authority to enforce the Building Code. Section 1327.05 will be revised to prohibit obstructions of the streets by person moving any buildings, largely clarifying the already existing language.

Section 1327.99 “Penalty” will be removed because it is already covered in Section 1353.10.

Chapter 1331 “Signs” will be removed since it was repealed by Ordinance 1970-30 on April 22, 1970. Signs are regulated in Chapter 1141.

Chapter 1333 “Space Requirements” will be removed in its entirety because these requirements are addressed in the Ohio Building Code.

Chapter 1335 “Swimming Pools” – The following provisions and sections will be removed either because the provisions are no longer applicable because of regulations in the Ohio Building Code or because the provisions are redundant with other Building or Zoning Code requirements.

Section 1335.01 “Definitions” for the “Safety Director” and “Building Commissioner”

Section 1335.11 “Noise”

Section 1335.13 “Enclosures”

Former Section 1335.22 and Former Section 1335.32 “Cleanliness of pool environs”

Section 1335.23 and Section 1335.33 “Operation and maintenance”

Section 1335.24 and Section 1335.34 “Quality of water”

Section 1335.25 “Records required”

Section 1335.26 “Refusal of entry”

Section 1335.27 and Section 1335.36 “Operating personnel”

Section 1335.28 “Lifeguards”

Section 1335.35 “Bathers with communicable diseases”

Section 1335.38 “Variances”

Section 1335.99 “Penalty”

Section 1335.04 “Maintenance License Required.”- Permits will now be issued by the Building Commissioner instead of the Safety Director.

Section 1335.05 “Revocation of License; Appeal.” - Any license now granted by the Building Commissioner may also be revoked by the Building Commissioner instead of the Safety Director. In addition, any appeal of a revocation of a license instead of being heard by City Council, will now be heard by the Planning and Zoning Commission.

Section 1335.06 “Inspection by the Building Commissioner” formerly “Inspection by the Safety Director.” Inspection of all pools will now be done by the Building Commissioner instead of the Safety Director.

Sections 1351.01, 1351.02, 1351.03 and 1351.04 will be updated to reference the current name of the Residential Exterior Maintenance Code as the “International Property and Residential Exterior Maintenance Code”.

Section 1351.08(i) will be updated to include the same definition of family as the recent changes to the Planning and Zoning Code.

Section 1353.01 and 1353.03 will be updated to reference the current name of the Residential Exterior Maintenance Code as the “International Property and Residential Exterior Maintenance Code”.

Section 1353.99 “Penalty.” will be removed because it is already covered in Section 1353.10.

Section 1355.02(a) “Basic Standards for Residential Occupancy- Exterior Plumbing.” will be updated to take out incorrect references to the Ohio Administrative Code.

Section 1355.05 “Electrical Facilities.” removes a reference to secondary or appurtenant structures and includes a reference to utility drop compliance with the National Electrical Code.

Section 1355.09 “Roofs, Gutters, Downspouts and Chimneys” will be revised to allow the Building Commissioner discretion in waiving the requirement of a connection to the public storm sewer.

Section 1391.01(a)(3) “Certificate of Rental Occupancy- Certificate of Rental Occupancy.” will be updated to reference the definition of the term “family” in Section 1351.08(i) instead of the inconsistent definition that was included.

Section 1393.05 “Inspection of Single Family Residential Rental Properties- Required Ventilation Area” the five percent (5%) of the floor area requirement for open ventilation in every habitable place will be replaced with more general terminology- “or by adequate artificial ventilation.”

Section 1393.34 “Inspection of Single Family Residential Rental Properties- International Property Maintenance Code.” will be updated to take out the reference to the 2009 International Property Code and instead reference, “the most recent edition.” In addition, the section will be updated to reference that the International Property code shall apply to “all” single family “dwellings including” residential rental dwellings.

Section 1393.36 “Penalty” will be removed because it is already covered in Section 1353.10.

INTRODUCED BY:

ORDINANCE NO. 2020-73

AN ORDINANCE REZONING PPN# 742-16-022 FROM U-5 TO U-4A AND PPN# 742-16-023, 742-16-020 AND 742-17-048 FROM U7-A TO U4-A

WHEREAS, Goldberg Companies, Inc. has requested the rezoning of PPN# 742-16-022 from U-5 to U-4A and PPN# 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A; and

WHEREAS, it is Council's desire to refer said requested Rezoning 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, a request from Goldberg Companies, Inc. for the rezoning of PPN# 742-16-022 from U-5 to U-4A and PPN# 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A, will place this issue and said Rezoning on first reading, and refer the proposed to the Planning and Zoning Commission for its report and recommendation.

Upon Council's receipt of the recommendation of the Planning and Zoning Commission the issue of rezoning PPN# 742-16-022 from U-5 to U-4A and PPN# 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A shall be set for Public Hearing.

The Public Hearing shall be held on the ___ day of _____, 2020 at the Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood, Ohio.

This Ordinance shall be read by Council on three separate occasions and its passage shall cause the Proposed Rezoning to become effective upon operation of the law.

Section 2: The Clerk of Council is directed to advertise said 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 amendments which are proposed.

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 18th day of May, 2020 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor



25325 FAIRMOUNT BLVD • BEACHWOOD, OHIO 44122
PHONE (216) 292-1914 • FAX (216) 292-1917

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: _____

OWNER OF BUILDING: City of Beachwood PHONE: 216-464-1070

STREET ADDRESS: 25325 Fairmount Blvd.

CITY/STATE/ZIP: Beachwood, OH 44122

APPLICANT: Fire Station Drive, LLC PHONE: 216-831-6100

COMPANY OR FIRM: Goldberg Companies, Inc.

EMAIL: ebell@goldbergcompanies.com

STREET ADDRESS: 25101 Chagrin Blvd., Suite 300

CITY/STATE/ZIP: Beachwood, OH 44122

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

Eric Bell - ebell@goldbergcompanies.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 24619 Chagrin Blvd. SUITE # _____

TENANT NAME: TBD

PERMANENT PARCEL # 742 16 022 PRESENT USE: U5 PROPOSED USE: U4-A

PURPOSE OF APPLICATION: Map amendment to re-zone above property from U5 to U4-A.

Also to re-zone PPNs 742-16-023, 742-16-020 and 742-17-048 from U7-A to U4-A.

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

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

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.
Please explain reason for variance (must indicate a hardship):

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

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

Planning & Zoning Submission Requirements:

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

Planning & Zoning Submission Filing Fees & Deposits:

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

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

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

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


SIGNATURE

Eric Bell
PRINTED NAME

Apr. 1 27, 2020
DATE

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

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

FEE: _____ RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

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

BUILDING DEPARTMENT
WILLIAM GRISWOLD, BUILDING COMMISSIONER
PHONE (216) 292-1914 • FAX (216) 292-1917

Primary Owner Beachwood City Of
Property Address 24619 Chagrin Blvd Beachwood, OH 44122
Tax Mailing Address CITY OF BEACHWOOD 25325 FAIRMOUNT BLVD BEACHWOOD, OH 44122
Legal Description 49
Property Class EXEMPT PROPERTY (MUNICIPALITY OWNED)
Parcel Number 742-16-022
Taxset Beachwood
Tax Year 2019

Assessed Values		Market Values		Flags	
Land Value	\$	Land Value	\$	Owner Occupancy Credit	N
Building Value	\$	Building Value	\$	Homestead Reduction	N
Total Value	\$	Total Value	\$	Foreclosure	N
Homestead Value	\$			Cert. Pending	N
				Cert. Sold	N
				Payment Plan	N
Half Year Charge Amounts		Rates			
Gross Tax	\$.00	Full Rate	120.43		
Less 920 Reduction	\$.00	920 Reduction Rate	.347879		
Sub Total	\$.00	Effective Rate	78.534897	Escrow	
10% Reduction Amount	\$.00			Escrow	N
Owner Occupancy Credit	\$.00			Payment Amount	\$.00
Homestead Reduction Amount	\$.00				
Total Assessments	\$107.82				
Half Year Net Taxes	\$107.82				

Tax Balance Summary	Charges	Payments	Balance Due
	\$215.62	\$215.62	\$.00

2019 (pay in 2020) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$.00	\$.00	\$.00
	1ST HALF BALANCE	\$.00	\$.00	\$.00
	2nd half tax	\$.00	\$.00	\$.00
	2ND HALF BALANCE	\$.00	\$.00	\$.00
C100030C-SEWER MAINTENANCE				
	1st half tax	\$53.91	\$53.91	\$.00
	1ST HALF BALANCE	\$53.91	\$53.91	\$.00
	2nd half tax	\$53.90	\$53.90	\$.00
	2ND HALF BALANCE	\$53.90	\$53.90	\$.00
C100030S-Sewer Maintenance				
	1st half tax	\$53.91	\$53.91	\$.00
	1ST HALF BALANCE	\$53.91	\$53.91	\$.00
	2nd half tax	\$53.90	\$53.90	\$.00
	2ND HALF BALANCE	\$53.90	\$53.90	\$.00
Total Balance		Charges \$215.62	Payments \$215.62	Balance Due \$.00

* Taxes are updated within the hour

Primary Owner SS WEST LLC
Property Address 20 Chagrin BLVD Beachwood, OH 44022
Tax Mailing Address SS WEST, LLC 25101 CHAGRIN BLVD STE 300 BEACHWOOD, OH 44122
Legal Description 49 74216024
Property Class OFFICE BUILDINGS - 3 OR MORE STORIES (ELEVATOR)
Parcel Number 742-16-020
Taxset Beachwood
Tax Year 2019

Assessed Values
 Land Value \$92,960
 Building Value \$
 Total Value \$92,960
 Homestead Value \$

Market Values
 Land Value \$265,600
 Building Value \$
 Total Value \$265,600

Flags
 Owner Occupancy Credit N
 Homestead Reduction N
 Foreclosure N
 Cert. Pending N
 Cert. Sold N
 Payment Plan N

Half Year Charge Amounts
 Gross Tax \$5,597.59
 Less 920 Reduction \$1,947.28
 Sub Total \$3,650.31
 10% Reduction Amount \$.00
 Owner Occupancy Credit \$.00
 Homestead Reduction Amount \$.00
 Total Assessments \$77.54
 Half Year Net Taxes \$3,727.85

Rates
 Full Rate 120.43
 920 Reduction Rate .347879
 Effective Rate 78.534897

Escrow
 Escrow N
 Payment Amount \$.00

	Charges	Payments	Balance Due
Tax Balance Summary	\$7,455.68	\$3,727.85	\$3,727.83

2019 (pay in 2020) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$3,650.31	\$3,650.31	\$0.00
	1ST HALF BALANCE	\$3,650.31	\$3,650.31	\$0.00
	2nd half tax	\$3,650.31	\$0.00	\$3,650.31
	2ND HALF BALANCE	\$3,650.31	\$0.00	\$3,650.31
C100030C-SEWER MAINTENANCE				
	1st half tax	\$38.77	\$38.77	\$0.00
	1ST HALF BALANCE	\$38.77	\$38.77	\$0.00
	2nd half tax	\$38.76	\$0.00	\$38.76
	2ND HALF BALANCE	\$38.76	\$0.00	\$38.76
C100030S-Sewer Maintenance				
	1st half tax	\$38.77	\$38.77	\$0.00
	1ST HALF BALANCE	\$38.77	\$38.77	\$0.00
	2nd half tax	\$38.76	\$0.00	\$38.76
	2ND HALF BALANCE	\$38.76	\$0.00	\$38.76
Total Balance		\$7,455.68	\$3,727.85	\$3,727.83

* Taxes are updated within the hour

Primary Owner SS WEST LLC
Property Address Chagrin BLVD Beachwood, OH 44122
Tax Mailing Address SS WEST LLC 25101 CHAGRIN BLVD STE 300 BEACHWOOD, OH 44122
Legal Description 49 0002 ALL
Property Class OFFICE BUILDINGS - 3 OR MORE STORIES (ELEVATOR)
Parcel Number 742-17-048
Taxset Beachwood
Tax Year 2019

Assessed Values
 Land Value \$92,750
 Building Value \$
 Total Value \$92,750
 Homestead Value \$

Half Year Charge Amounts
 Gross Tax \$5,584.94
 Less 920 Reduction \$1,942.89
 Sub Total \$3,642.05
 10% Reduction Amount \$.00
 Owner Occupancy Credit \$.00
 Homestead Reduction Amount \$.00
 Total Assessments \$69.10
 Half Year Net Taxes \$3,711.15

Market Values
 Land Value \$265,000
 Building Value \$
 Total Value \$265,000

Rates
 Full Rate 120.43
 920 Reduction Rate .347879
 Effective Rate 78.534897

Flags
 Owner Occupancy Credit N
 Homestead Reduction N
 Foreclosure N
 Cert. Pending N
 Cert. Sold N
 Payment Plan N

Escrow
 Escrow N
 Payment Amount \$.00

	Charges	Payments	Balance Due
Tax Balance Summary	\$7,422.28	\$3,711.15	\$3,711.13

2019 (pay in 2020) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood	1st half tax	\$3,642.05	\$3,642.05	\$0.00
	1ST HALF BALANCE	\$3,642.05	\$3,642.05	\$0.00
	2nd half tax	\$3,642.05	\$0.00	\$3,642.05
	2ND HALF BALANCE	\$3,642.05	\$0.00	\$3,642.05
C100030C-SEWER MAINTENANCE	1st half tax	\$34.55	\$34.55	\$0.00
	1ST HALF BALANCE	\$34.55	\$34.55	\$0.00
	2nd half tax	\$34.54	\$0.00	\$34.54
	2ND HALF BALANCE	\$34.54	\$0.00	\$34.54
C100030S-Sewer Maintenance	1st half tax	\$34.55	\$34.55	\$0.00
	1ST HALF BALANCE	\$34.55	\$34.55	\$0.00
	2nd half tax	\$34.54	\$0.00	\$34.54
	2ND HALF BALANCE	\$34.54	\$0.00	\$34.54
Total Balance		\$7,422.28	\$3,711.15	\$3,711.13

* Taxes are updated within the hour

Primary Owner 24755 Chagrin, Llc
Property Address 24755 Chagrin Blvd Beachwood, OH 44122
Tax Mailing Address CORELOGIC COMMERCIAL P O BOX 167928 IRVING, TX 75016
Legal Description 49 0032
Property Class MEDICAL CLINICS AND OFFICES
Parcel Number 742-16-023
Taxset Beachwood
Tax Year 2019

Assessed Values		Market Values		Flags	
Land Value	\$640,890	Land Value	\$1,831,100	Owner Occupancy Credit	N
Building Value	\$685,270	Building Value	\$1,957,900	Homestead Reduction	N
Total Value	<u>\$1,326,160</u>	Total Value	<u>\$3,789,000</u>	Foreclosure	N
Homestead Value	\$			Cert. Pending	N
				Cert. Sold	N
				Payment Plan	N
Half Year Charge Amounts		Rates			
Gross Tax	\$79,854.72	Full Rate	120.43	Escrow	
Less 920 Reduction	\$27,779.80	920 Reduction Rate	.347879	Escrow	N
Sub Total	\$52,074.92	Effective Rate	78.534897	Payment Amount	\$.00
10% Reduction Amount	\$.00				
Owner Occupancy Credit	\$.00				
Homestead Reduction Amount	\$.00				
Total Assessments	<u>\$194.06</u>				
Half Year Net Taxes	<u>\$52,268.98</u>				

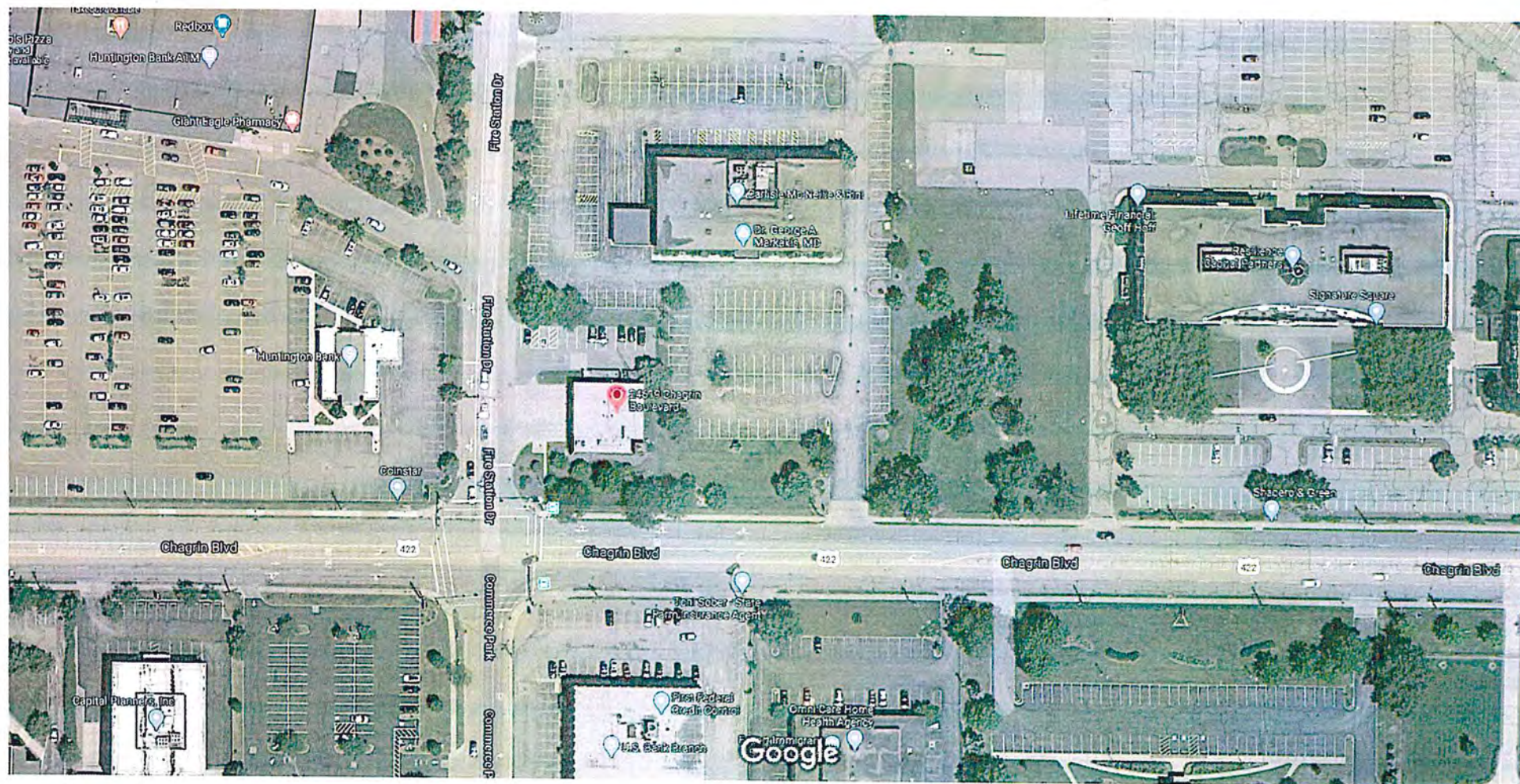
Tax Balance Summary	Charges	Payments	Balance Due
	\$104,537.96	\$52,268.98	\$52,268.98

2019 (pay in 2020) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$52,074.92	\$52,074.92	\$.00
	1ST HALF BALANCE	\$52,074.92	\$52,074.92	\$.00
	2nd half tax	\$52,074.92	\$.00	\$52,074.92
	2ND HALF BALANCE	\$52,074.92	\$.00	\$52,074.92
C100030C-SEWER MAINTENANCE				
	1st half tax	\$97.03	\$97.03	\$.00
	1ST HALF BALANCE	\$97.03	\$97.03	\$.00
	2nd half tax	\$97.03	\$.00	\$97.03
	2ND HALF BALANCE	\$97.03	\$.00	\$97.03
C100030S-Sewer Maintenance				
	1st half tax	\$97.03	\$97.03	\$.00
	1ST HALF BALANCE	\$97.03	\$97.03	\$.00
	2nd half tax	\$97.03	\$.00	\$97.03
	2ND HALF BALANCE	\$97.03	\$.00	\$97.03
Total Balance		\$104,537.96	\$52,268.98	\$52,268.98

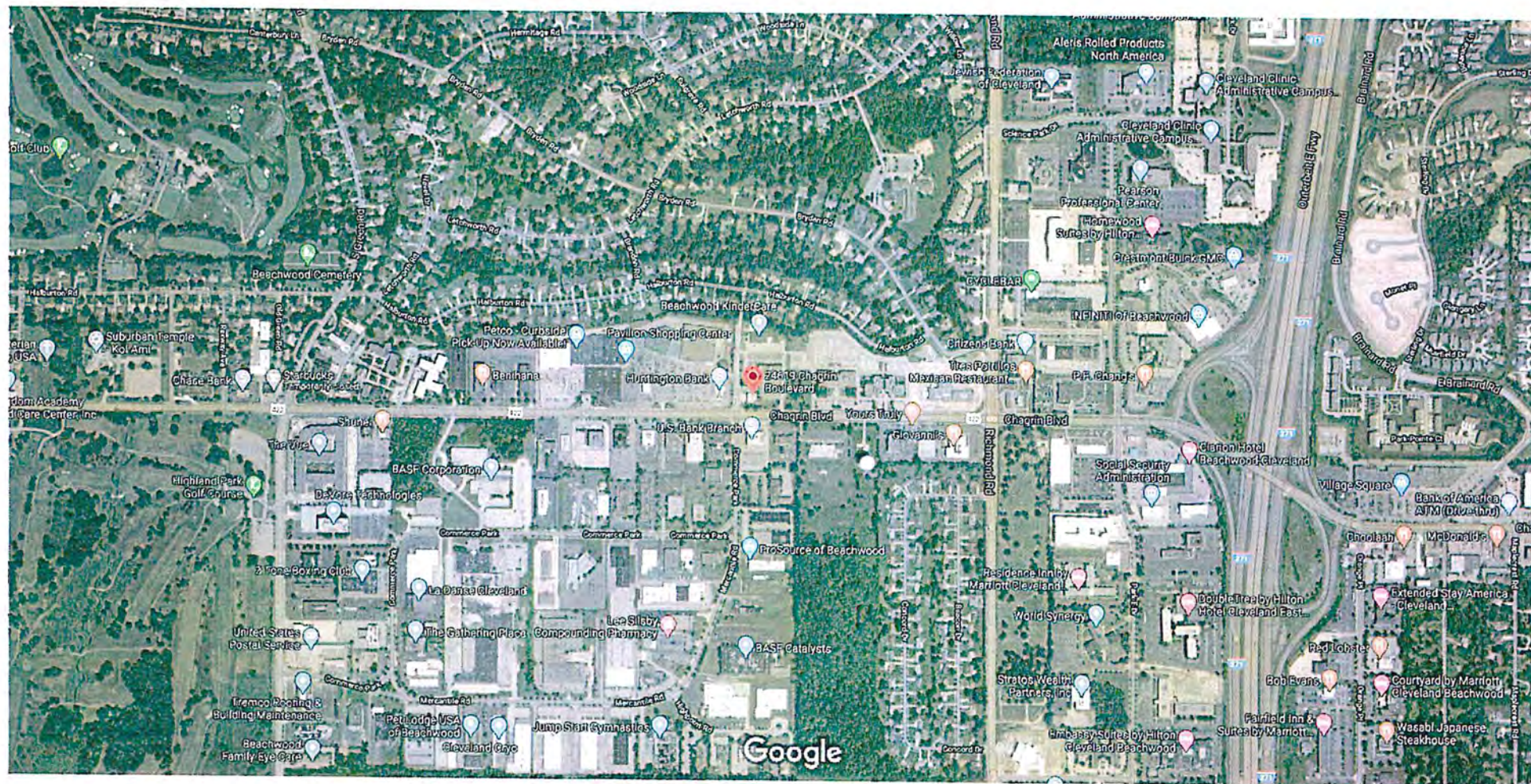
* Taxes are updated within the hour

Google Maps 24619 Chagrin Blvd

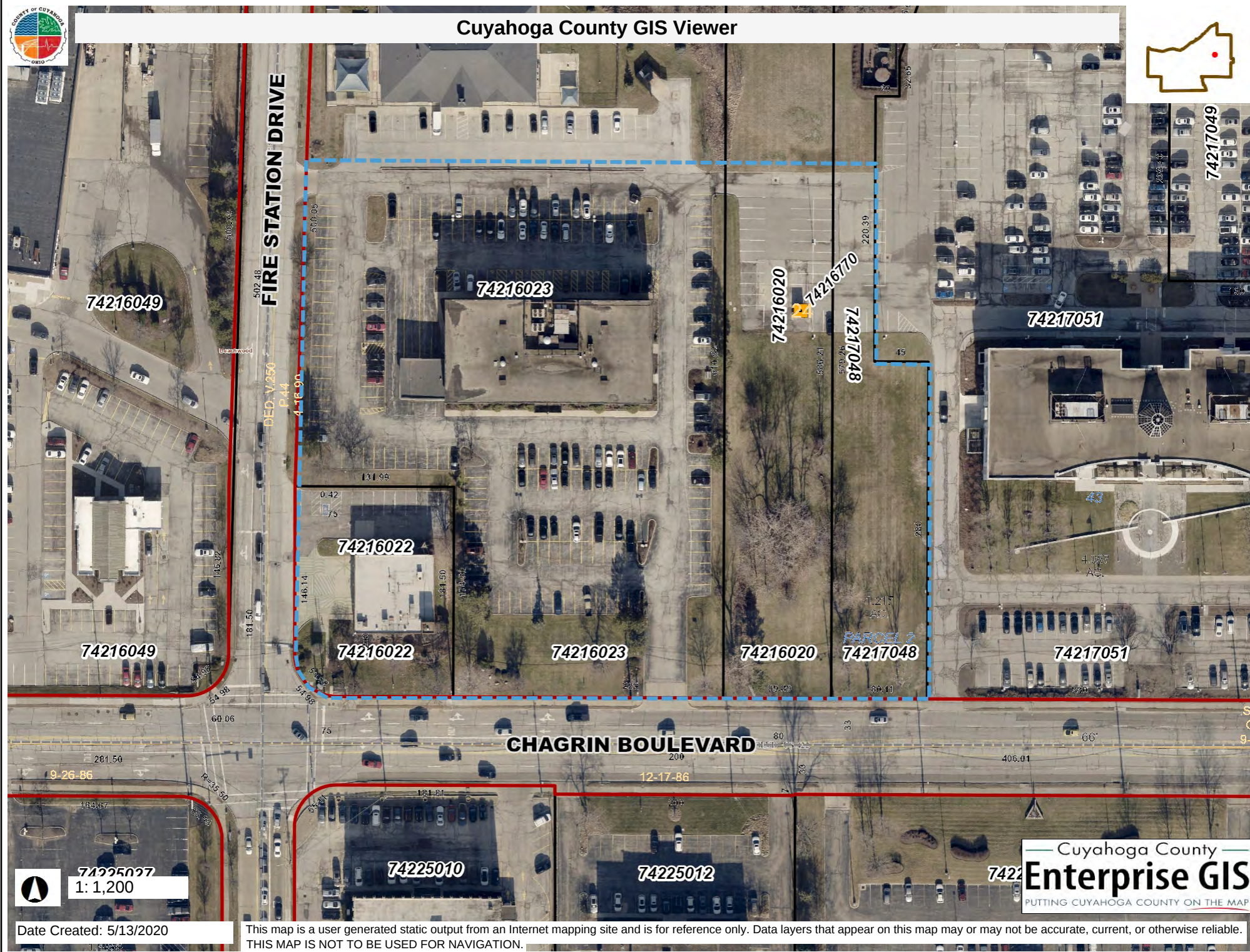


Imagery ©2020 Maxar Technologies, Map data ©2020 50 ft

Google Maps 24619 Chagrin Blvd



Imagery ©2020 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 500 ft



INTRODUCED BY:

AMENDED ORDINANCE NO. 2020-37

AN ORDINANCE AMENDING BCO CHAPTER 1124, SECTION 1124.10, TITLED
“REZONING” OF THE CITY OF BEACHWOOD, OHIO PLANNING AND ZONING CODE

WHEREAS, Mayor Horwitz requested an amendment to BCO Chapter 1124, Section 1124.10, titled “Rezoning”; 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 February 20, 2020, a request from Mayor Horwitz for an amendment to the City’s Planning and Zoning Code, which is attached hereto and incorporated herein as Exhibit “A”, placed said amendment on first reading, and referred the proposed amendment to the Planning and Zoning Commission for its report and recommendation on March 2, 2020.

The proposed amendment was recommended for approval by the Planning and Zoning Commission at its April 27, 2020 meeting.

Upon Council’s receipt of the recommendation of the Planning and Zoning Commission the issue of amending the current BCO Section 1124.10 shall be set for Public Hearing.

The Public Hearing shall be held on the 6th day of July, 2020 at 7:15 P.M. at the Beachwood City Hall, Council Chambers, 25325 Fairmount Boulevard, Beachwood, Ohio.

This Ordinance shall be read by Council on three separate occasions and its passage shall cause the Proposed Amendment to become effective upon operation of the law.

Section 2: The Clerk of Council is directed to advertise said 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 amendments which are proposed.

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 18th day of May, 2020 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor

EXHIBIT A

1124.10 REZONING.

In order to protect established single family residential neighborhoods, to preserve the single family residential character of the City, and to otherwise carry out the purposes of this Code, no land shall be rezoned from a Class U-1 Single-Family House District to a Class U-5 Public and Institutional District where such rezoning involves the consolidation of existing single family lots and/or the demolition, destruction, or removal of existing single family residences **except to address dangers to public health and/or safety as documented in reports by the Police Chief and Fire Chief and as determined by City Council.**

(Ord. 2018-94. Passed 10-21-19.)

INTRODUCED BY:

ORDINANCE NO. 2020-74

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE CUYAHOGA COUNTY SOLID WASTE CONSORTIUM TO INVITE BIDS FOR SOLID WASTE TRANSFER AND DISPOSAL SERVICES FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, since 2015, the City of Beachwood has been a participant in the Cuyahoga County Solid Waste District consortium, along with other communities in Cuyahoga County, including the Village of Highland Hills, the City of Lyndhurst, the Village of Moreland Hills, the City of Pepper Pike, the City of Solon, the City of University Heights and the Village of Woodmere; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to once again prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Solid Waste Transfer and Disposal Services by each consortium participant; and

WHEREAS, consortium participants will review the bids to determine the lowest and best bid and to recommend a successful bidder for a Contract award; and

WHEREAS, Council has determined that it is in the best interest of the City of Beachwood and its residents and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City of Beachwood and the other participants in the consortium, to advertise and invite Bids for the Solid Waste Transfer and Disposal Services required by the City of Beachwood.

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

Section 1: Council hereby approves the continued participation of the City of Beachwood in a consortium to obtain bids for solid waste transfer and disposal services. Council hereby authorizes Public Works Director Chris Arrietta to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development/revision of bid documents and the review and recommendation to the City of the lowest and best bidder.

Section 2: Council hereby authorizes the Cuyahoga County Solid Waste District to attach a copy of this Ordinance as an exhibit to the invitation to bid documents to demonstrate that the City of Beachwood authorized participating in the consortium.

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

Section 4: This Ordinance is declared to be an emergency measure which is 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 ensure the ability for continued participation in a consortium to obtain bids for solid waste transfer and disposal of services; 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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2020-75

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE CUYAHOGA COUNTY SOLID WASTE CONSORTIUM TO INVITE BIDS FOR RECYCLING PROCESSING SERVICES FOR THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, since 2015, the City of Beachwood has been a participant in the Cuyahoga County Solid Waste District consortium, along with other communities in Cuyahoga County, including the City of Cleveland Heights, Village of Highland Hills, the City of Independence, the City of Lyndhurst, the Village of Moreland Hills, the City of Pepper Pike, the City of Shaker Heights, the City of Solon, the City of University Heights, and the Village of Woodmere; and

WHEREAS, the Cuyahoga County Solid Waste District has agreed to once again prepare all bid documents and to invite bids on behalf of the consortium for the simultaneous award of a contract for Recycling Processing Services by each consortium participant; and

WHEREAS, consortium participants will review the bids to determine the lowest and best bid and recommend a successful bidder for a contract award; and

WHEREAS, Council has determined that it is in the best interest of the City of Beachwood and its residents and authorizes the Cuyahoga County Solid Waste District, by and on behalf of the City of Beachwood and the other participants in the consortium, to advertise and advertise and invite Bids for the Recycling Processing Services required by the City of Beachwood.

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

Section 1: Council hereby approves the continued participation of the City of Beachwood in a consortium to obtain bids for recycling processing services. Council hereby authorizes Public Works Director Chris Arrietta to meet with the Cuyahoga County Solid Waste District and the participants in the consortium for the development/review of bid documents and the review and recommendation to the City of the lowest and best bidder.

Section 2: Council hereby authorizes the Cuyahoga County Solid Waste District to attach a copy of this Ordinance as an exhibit to the invitation to bid documents to demonstrate that the City of Beachwood authorized participating in the consortium.

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

Section 4: This Ordinance is declared to be an urgent measure which is 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 ensure the ability for continued participation in a consortium to obtain bids for recycling processing services; 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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020, and filed it with the Clerk.

Mayor

INTRODUCED BY:

ORDINANCE NO. 2020-76

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST SHARING AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (“NEORS”) FOR A DISTRICT APPROVED COMMUNITY COST SHARE PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Northeast Ohio Regional Sewer District (“NEORS”) manages a financial account termed the “Community Cost-Share Account” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, Council adopted Ordinance No. 2020-62 on May 4, 2020 which authorized accepting a Proposal from GPD Group Proposal to provide a Storm Sewer Alternatives Analysis; and

WHEREAS, the District supports the Community Cost-Share Glenhill Storm Sewer Alternatives Project as a Community Cost-Chare Project proposed by the City and will allocate funds in an amount not to exceed Fifty Four Thousand Four Hundred Sixteen Dollars and No/Cents (\$54,416.00); and

WHEREAS, based upon the recommendation of the Law Director and the Public Works Director, the City desires to enter into a Community Cost Sharing Agreement with NEORS to provide funding to assist the City of Beachwood, Ohio with the District-approved Glenhill Storm Sewer Alternatives Project through the Community Cost Share Account.

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 hereby authorized to enter into a Community Cost Sharing Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”, for the Glenhill Storm Sewer Alternatives Project, in an estimated amount not to exceed Fifty Four Thousand Four Hundred Sixteen Dollars and No/Cents (\$54,416.00).

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

Section 3: This Ordinance is hereby declared an emergency measure which is 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 commence the Sewer Alternatives Analysis at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall 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 18th day of May, 2020, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 19th day of May, 2020.

Clerk

Approval: I have approved this legislation this 19th day of May, 2020 and filed it with the Clerk

Mayor

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF BEACHWOOD**

This Agreement is made and entered into this _____ day of _____, 2020, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of Beachwood (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20__ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Glenhill Storm Sewer Alt. Analysis (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the City for the Project.
- 1.1.3 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio

EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.

- 1.1.4 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.5 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.

- 1.1.6 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.7 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
- 2.1.1. Allocate \$54,416.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$54,416.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Environmental Manager

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 Representative	City Representative
Director of Watershed Programs	Mayor

- 3.03 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 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 mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 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.
- 3.04 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 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, 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.

Article 5 **Counterpart Signatures**

5.01 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.

Article 6 **Governing Law**

6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

7.01 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.

Article 8 **Authority to Execute**

8.01 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.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

[remainder of page intentionally left blank]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF BEACHWOOD

By: _____
Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF BEACHWOOD

Assistant/Director of Law

This Instrument Prepared By:
Cyrus L. 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.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF BEACHWOOD

FOR

COMMUNITY COST-SHARE PROJECT:

GLENHILL STORM SEWER ALT. ANALYSIS

Total Approximate Cost:	\$54,416.00
-------------------------	-------------

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

BUDGET CENTER 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater
Management Program Community Cost-Share Program Agreements
with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

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

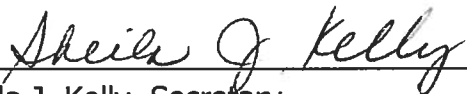
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

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 Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

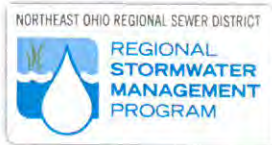


Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



*Community Cost-Share Program
Application*

**Community Cost-Share Program
APPLICATION**

Member Community Information

Community:	City of Beachwood
Primary Project Contact: (Name & Title)	Chris Vild Environmental Manager
Mailing Address:	23355 Mercantile Rd. Beachwood, Ohio 44122
Phone Number:	216-595-3722
Email:	chris.vild@beachwoodohio.com

Project Information

Project Title:	Glenhill Storm Sewer Alternatives Analysis
Address or Location of Project:	City of Beachwood
Project Start Date:	April, 2020
Project End Date:	September, 2020
Community Cost-Share Fund Request:	\$54,416.00
Submission Date:	April 24, 2020



*Community Cost-Share Program
Application*

Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

On March 29th and March 30th of this year (2020) the City of Beachwood was impacted by a significant rain event that flooded numerous streets and basements throughout the City. Based on observations and interviews with the affected residents it appears that the water that flooded most of the basements was storm water. The City of Beachwood is not aware of any current defects in either of our sewer systems. In an effort to identify the cause of the flooding and to determine if capacity issues exist we need to gather data. Because the majority of the flooding occurred within the Euclid Creek Sewershed north of Fairmount Blvd. and specifically in the area around Glenhill Drive just south of Cedar Road we are focusing our efforts there first.

Hydraulic modeling of the storm sewer system needs to be completed to evaluate alternatives to address the street and basement flooding.

Deliverables: Determine flow meter placement within the tributary storm sewer system.

Deploy flow meters at key locations.

Use the data collected through flow metering for the development of alternative analysis models.

A model of the storm sewer collection system will be developed based on record documents, field investigation efforts, and flow metering data collected.

Alternatives will be developed to address street and basement flooding.

The City would like to start this process as soon as possible in an effort to gather data during the traditional "rainy" season in this region.

The estimated time needed for data collection, modeling and alternative analysis will be approximately six months.

There are no permits required for this project.



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2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City is partnering with The GPD Group to facilitate the project. GPD will be responsible for on-going maintenance of the project. GPD will coordinate the placement and monitoring of the flow meters and the collection of the data. Because of the short duration of the project there is no real scheduled maintenance during the project. Because GPD will be leasing the flow meters there is no long term maintenance required.



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3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

Because the majority of the project will take place within the storm sewer system itself and the analysis will take place at the office of GPD there will be nothing visible for the public the view. The data collected and the final analysis will be made available for the public to review.



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4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The GPD Group will provide the following Services:

Metering Coordination and Management
Modeling
Alternative Analysis

(See Exhibit A for a breakdown of services provided and cost)



*Community Cost-Share Program
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Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$23,846.00	Metering coordination & management, modeling, and
Personnel <i>(Member Community staff only)</i>		
Subcontract	\$30,570.00	Flow meters, installation, mileage
Equipment		
Materials		
Other		
TOTAL	\$ 54,416.00	

EXHIBIT A

April 23, 2020

Beachwood - Glenhill Storm Sewer Alternatives Analysis



Beachwood - Glenhill Storm Sewer Alternatives Analysis													
Task	Task No.	Task Description	CAD Drafter	Staff Engineer	Engineer	Senior Engineer	Principal	Survey Tech.	Sr. Survey Tech	Surveyor	Survey Project Manager	Total Hours	Fee per Task
Part A													
Design Services													
Metering Coordination & Management	1	Meter map finalization				4							
		Meter installation				8							
		Sub-consultant management				6							
		Metering Coordination & Management Fee	0	0	0	18	0	0	0	0	0	18	\$1,800
			\$0	\$0	\$0	\$1,800	\$0	\$0	\$0	\$0	\$0		
Modeling	2	Model setup (1 field day for verification of sewers included)			48	16							
		Model calibration			40	8							
		Model reporting			20	8							
		Modeling Fee	0	0	108	32	0	0	0	0	0	140	\$13,352
			\$0	\$0	\$10,152	\$3,200	\$0	\$0	\$0	\$0	\$0		
Alternatives Analysis	3	Alternatives Development, OPCC, and Technical Memorandum creation			60	20	4						
		Meeting with City to discuss findings			4	4	2						
		Alternatives Analysis Fee	0	0	60	24	6	0	0	0	0	0	90
			\$0	\$0	\$5,640	\$2,400	\$654	\$0	\$0	\$0	\$0		
		Total Hours	0	0	168	74	6	0	0	0	0	248	
Part A Design Costs		2020 Billing Rate/Hour	\$71.00	\$85.00	\$94.00	\$100.00	\$109.00	\$55.00	\$65.00	\$90.00	\$100.00		
		Total Fee / Employee Type	\$0	\$0	\$15,792	\$7,400	\$654	\$0	\$0	\$0	\$0		
		Engineering Labor Fees Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,846
Part B Direct Expenses		Flow Metering Sub-consultant											\$30,450
		Mileage (\$0.50/ml)											\$120
		Direct Expenses Subtotal											\$30,570
Professional Services Grand Total													\$54,416

