



**BEACHWOOD CITY COUNCIL MEETING
MONDAY, SEPTEMBER 16, 2024, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD, BEACHWOOD, OHIO 44122**

Agenda

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

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (**City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)
4. Approval of Minutes:
Committee of the Whole Meeting held on September 3, 2024
Regular City Council Meeting held on September 3, 2024

New Business

Ordinances

1. 2024-66

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

2. 2024-67

An Ordinance Levying Special Assessments for the Cost of Abating Nuisances at Certain Properties within the City of Beachwood, Ohio; and declaring this to be an urgent measure

Resolutions

1. 2024-35

A Resolution authorizing the Mayor to enter into a Renewal Agreement with Public Entities Pool of Ohio (PEP), and authorizing payment for Liability Insurance Coverage for the term October 1, 2024 through September 30, 2025; and declaring this to be an urgent measure

2. 2024-36

A Resolution Accepting the Amounts and Rates as determined by the Budget Commission and authorizing the necessary Tax Levies and Certifying them to the County Fiscal Officer; and declaring this to be an urgent measure

3. 2024-37

A Resolution authorizing the Mayor to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management Issues in the City of Beachwood, Ohio, waiving competitive bidding; and declaring this to be an urgent measure

Any other matters coming before City Council

Adjournment

Next Regular Council Meeting will be held on: Monday, October 7, 2024 at 7:30 PM in Council Chambers. For all updates regarding Council Meetings, please visit: www.BeachwoodOhio.com

Council Members: Alec Isaacson – Council President

Danielle Shoykhet – Council Vice-President

Jillian DeLong, Joshua Mintz,

Ali B. Stern, Eric Synenberg, June E. Taylor

Clerk of Council: Whitney M. Crook, MMC

Pursuant to Ordinance Number 2020-78 Council has determined that the Video Recording of the meetings shall stand as the official Minutes of its Body, its Committees, and those of the Planning and Zoning Commission.

A written synopsis of all agenda items and votes shall also be promptly prepared and kept.



**BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024, 6:02 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Roll Call

Present – Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern, Mr. Synenberg,
Others Present – Mayor Berns, Mr. Arrietta, Ms. Chaikin, Chief Grispino, Mr. Lombardi,
Mr. Mariano, Chief McLaughlin

1. Mayor's Report

None.

2. Discussion regarding Deer Management

Mr. Isaacson introduced this item and turned the discussion over to Mayor Berns.

Mayor Berns made opening remarks and then turned discussion over to Mr. Lombardi to present a PowerPoint. That presentation is attached hereto for the official record.

Mayor Berns recommended accepting the contract and introduced Mr. Mariano.

Mr. Mariano discussed the Precision Wildlife Management proposal.

The Committee was afforded the opportunity to ask questions.

Mayor Berns would like this proposal to be on September 16th agenda.

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

None.

Adjournment

Motion to Adjourn - Moved by: A. Isaacson, Seconded by D. Shoykhet
Yes: 5
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Adjourn to the next Special City Council Meeting at 6:45 PM

Clerk

Mayor

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and those of the Planning and Zoning Commission.
A written synopsis of all agenda items and votes shall also be promptly prepared and kept**



BEACHWOOD CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 3, 2024, 7:00 PM
**AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS, 25325 FAIRMOUNT
BOULEVARD, BEACHWOOD, OHIO 44122**

Called to order at 7:00 PM by Council President Alec Isaacson

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

Roll Call

Present- Ms. DeLong, Mr. Isaacson, Mr. Mintz, Ms. Shoykhet, Ms. Stern,
Mr. Synenberg, Ms. Taylor

Others Present- Mayor Berns, Mr. Arrietta, Ms. Bieterman, Ms. Canzone, Mr. Heiser, Fire
Chief Holtzman, Mr. Hunt, Mr. Lombardi, Police Chief McLaughlin, Mr. Roenigk, Mr. Rose,
Mr. Schroeder

Reports

Mayor

Oath of Office administered by Mayor Berns to:
Firefighter Nico Morgano

Hail and Farewell by Mayor Berns to:
Police Chief Katherine McLaughlin

Oath of Office administered by Mayor Berns to:
Police Chief Daniel Grispino

After the Oath of Office, Mayor Berns discussed the recently adjust Fitch Rating that the City received. Mayor Berns stated that this change does not reflect the decline in the City's financial health and stated that the City remains resilient. Mayor's Berns also stated that this adjustment stems solely from Fitch's updated rating criteria and does not impact our current economic standing of the City's operation.

Mayor Berns then encouraged all Beachwood residents to participate in the Residential Satisfaction Survey, and stated that your feedback is valuable to the administration and it's important to hear directly from residents of what's working well in the City and where we can improve. The survey is available online until September 30th.

Council Member (non-agenda items)

Mr. Synenberg thanked Chief McLaughlin for her service to the City, dedication and sacrifice, and welcomed Chief Grispino and is excited about his future with the City.

Reports (continued)

Department Directors

Mr. Schroeder discussed upcoming Dog Paddle event at BFAC and the upcoming Shred Day Event.

Mr. Schroeder then discussed the upcoming Fall Fest and spoke about the concert and fireworks.

Ms. Biertman gave an Economic Development update.

Ms. Canzone made remarks regarding Chief McLaughlin.

Fire Chief Holtzman made remarks regarding Chief McLaughlin and Chief Grispino. Chief Holtzman also gave a reminder that on Sept. 14th the Cuyahoga County Emergency Management Association Disaster Preparedness will have an event at Beachwood Place.

Mr. Rose congratulated and thanked Chief McLaughlin on her retirement and service to City of Beachwood. Also welcomed Chief Grispino. Reminded everyone Sunday, Sept. 8th is Shred Day and stated that the event has been moved to Fairmount Temple at 23737 Fairmount Blvd. There will be signs posted.

Mr. Arrietta made remarks regarding Chief McLaughlin and stated that the City Hall parking lot and Community Center will be completed in a couple of weeks and back to normal.

Mr. Heiser discussed the upcoming Audit release and stated we will be scheduling a Post Audit Meeting.

Mr. Heiser also spoke about the statistics for Fitch's rating and stated the City was downgraded due to criteria changes and shown to be the weakest was in the city's population. It went from 13,900 to 13,783 as indicated in the report.

Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)

Kyle Fishman

Mr. Fishman made remarks.

Ethan Kahn

Mr. Kahn made remarks.

Approval of Minutes (Consent Agenda):

Special City Council Meeting held on August 20, 2024

Committee of the Whole Meeting held on August 20, 2024

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

Voice Vote

On the Approval:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

New Business

Ordinances

1. 2024-64

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: J. DeLong, Seconded by: J. Taylor

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0

Not Voting : 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No : 0

Abstain: 0

Not Voting : 0

MOTION ADOPTED

2. **2024-65**

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

Moved by: J. Mintz, Seconded by: D. Shoykhet

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0 Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Resolutions

1. 2024-34

A Resolution scheduling the October 7, 2024 Regular City Council Meeting for 7:30 PM; and declaring this to be an urgent measure

Moved by: E. Synenberg, Seconded by: J. Taylor

Voice Vote

On the Suspension:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Any other matters coming before City Council

Adjournment

Motion to Adjourn - Moved by: A. Isaacson, Seconded by: J. Delong

Yes: 7

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Adjourn to the next Regular City Council Meeting at 7:59 PM

Approved:

Clerk

Mayor

Next Regular Council Meeting will be held on: Monday, September 16, 2024 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:www.BeachwoodOhio.com

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

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

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

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

Section 1:

For Supplies and Services	September 16th , 2024	\$ 17,153.95
GPD	Engineering Services	\$ 5,374.76
Code Consultation - Kowalczyk	Professional Services	\$ 1,125.00
Sixmo Architects	Professional Services	\$ 1,187.50
Roetzel	Legal Services	\$ 9,466.69

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 16th day of September 2024 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 17th day of September 2024 and filed it with the Clerk.

Mayor

Summary of Engineering Invoices September 16, 2024 Professional Service Ordinance

Invoice #	Invoice Date	Original Amount	Adjustment	Payment Amount	Fund	Billed	Out	2024	2023	2022
								ENCUMBRANCES		
2024119.02-7	8/9/2024	\$40,374.76	\$0.00	\$40,374.76	Capital			X		
2024119.027-7	8/9/2024	\$0.00	\$35,000.00	(\$35,000.00)	Capital			X		
Total To Pay				<u>\$5,374.76</u>						

Total Capital Fund	\$5,374.76
Total General Fund	\$0.00
Total Deposits	\$0.00
Total Street Const. Mant.	\$0.00
Less: Billable Charges	\$0.00
Net Paid by City:	<u>\$5,374.76</u>



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

RECEIVED Invoice

AUG 27 2024

FINANCE DEPT

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

August 09, 2024

Invoice No: 2024119.02 - 7

Invoice
Total

\$40,374.76

\$5,374.76

Project 2024119.02 Beachwood- 2024 Road Improvement Program

* Recreational Project
Credit - \$35,000.00 CA

Professional Services from June 29, 2024 to July 26, 2024

Task 101 Phase 2 Roads - Design

P.O. #2024-01455

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	10.00	148.50	1,485.00
Sr. Engineer			
Stonitsch, Erik	1.00	113.75	113.75
Staff Engineer/Architect			
Bartlett, Margaret	39.50	94.25	3,722.88
Totals	50.50		5,321.63
Total Labor			5,321.63
Total this Task			\$5,321.63

Billings to Date

	Current	Prior	Total
Labor	5,321.63	27,970.75	33,292.38
Totals	5,321.63	27,970.75	33,292.38

Task 200 Construction Admin./Inspection

P.O. #2024-00447

Professional Personnel

	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	18.00	148.50	2,673.00
Sr. Project Manager			
Fini, Nicholas	4.50	123.00	553.50
Sr. Engineer			
Stonitsch, Erik	9.00	113.75	1,023.75

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

APPROVED FOR PAYMENT

BY:

DATE: 8-22-24

P/O: 2024-00447-22,424.75

2024-01455-17,950.01

* Project #
#2244101
441,000, 53130
(#35,000)

Project	2024119.02	Beachwood- 2024 Road Improvement Program	Invoice	7
Design Engineer				
Libert, Alicia	26.00	105.50	2,743.00	
Saunders, Andrew	1.50	105.50	158.25	
Staff Engineer/Architect				
Bartlett, Margaret	2.00	94.25	188.50	
Sr. Designer				
Woycitzky, Robert	169.00	88.75	14,998.75	
Construction Coordinator				
Hollo, Gary	1.00	86.00	86.00	
Totals	231.00		22,424.75	
Total Labor				22,424.75
		Total this Task		\$22,424.75

Billings to Date

	Current	Prior	Total
Labor	22,424.75	24,469.26	46,894.01
Totals	22,424.75	24,469.26	46,894.01

Task	201	Phase 2 Roads - CA/CI	
P.O. #2024-01455			
Professional Personnel			
	Hours	Rate	Amount
Project Principal			
Ciuni, Joseph	7.00	148.50	1,039.50
Sr. Project Manager			
Fini, Nicholas	11.50	123.00	1,414.50
Goetz, Kristy	1.00	123.00	123.00
Sr. Engineer			
Stonitsch, Erik	9.00	113.75	1,023.75
Design Engineer			
Libert, Alicia	23.50	105.50	2,479.25
Staff Engineer/Architect			
Bartlett, Margaret	9.50	94.25	895.38
Inspector			
McTaggart, Thomas	87.00	63.00	5,481.00
Construction Coordinator			
Hollo, Gary	2.00	86.00	172.00
Totals	150.50		12,628.38
Total Labor			12,628.38
		Total this Task	\$12,628.38

Billings to Date

	Current	Prior	Total
Labor	12,628.38	1,806.63	14,435.01
Totals	12,628.38	1,806.63	14,435.01
		Total this Invoice	\$40,374.76

Project	2024119.02	Beachwood- 2024 Road Improvement Program	Invoice	7
Outstanding Invoices				
	Number	Date	Balance	
	6	7/12/2024	30,087.51	
	Total		30,087.51	

GPD Associates Invoices

BILLING SUMMARY INPUT WORKSHEET

INV DATE	INV #	PROJ NO.	ServiceThru Date	DEPT CHGD	TOTAL COST
02/09/24	2024119.02-1	2024119.02	01/26/24	SERVICE	\$11,548.75
03/08/24	2024119.02-2	2024119.02	02/23/24	SERVICE	\$12,511.75
04/12/24	2024119.02-3	2024119.02	03/29/24	SERVICE	\$21,923.76
05/10/24	2024119.02-4	2024119.02	04/26/24	SERVICE	\$14,482.75
06/13/24	2024119.02-5	2024119.02	05/31/24	SERVICE	\$35,316.25
07/12/24	2024119.02-6	2024119.02	06/28/24	SERVICE	\$30,087.51
08/09/24	2024119.02-7	2024119.02	07/26/24	SERVICE	\$40,374.76

\$166,245.54

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

RECEIVED

SEP 03 2024

FINANCE DEPT

September 1, 2024

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

RE: Building Department Plan Review

INVOICE FOR PROFESSIONAL SERVICES RENDERED:

Plan review for the month of August 2024 \$1,125.00
(See attached sheet for breakdown)

Total amount due

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

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



Paul Kowalczyk, MPE #798

APPROVED FOR PAYMENT

BY:  _____

DATE: 9-3-24

P/O: 2024-00066

CODE CONSULTATION & PLAN REVIEW SERVICES, LLC

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

Beachwood Plan Review No.:	PK Plan Review No.:	Project:	Time:	Charge:
2024-05467	BW24-23 8/3/4	Select Management 2000 Auburn Drive, Suite 410 Suite Downsize	1 hour	\$125.00
2024-05470	BW24-24 8/3/4	North Star Advisory Group 2000 Auburn Drive, Suite 415 Suite Expansion	1 hour	\$125.00
2024-05365	BW24-25 8/4/24	The Aster Beachwood Apartments 3600 East Park Drive Common Area Improvements	1 hour	\$125.00
2024-06058	BW24-26 8/23/24	DTLR Beachwood Place Mall, Space 2120 Interior Alterations	3 hours 30 min.	\$437.50
2024-02522	BW24-12.3 8/25/24	Dr. Skoda Office Building 21515 Chagrin Blvd. New Building – Revision 5	1 hour	\$125.00
2024-06186	BW24-27 8/29/24	Watson Carpet 23600 Mercantile Road, Suite E Proposed Tenant Build Out	1 hour 30 min.	\$187.50
Total:				\$1,125.00

Paul Kowalczyk, MPE #798



RECEIVED
SEP 03 2024
FINANCE DEPT

Invoice

Date 9/3/2024
Invoice # 10173

Remit Payment to :

Sixmo Architecture
204 Front Street
Marietta, OH 45750

Bill To

City of Beachwood
25325 Fairmount Blvd
Beachwood, OH 44122

Project

Beachwood Plan Exams 2024

For questions regarding this invoice :

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

P.O. Number**Payment Terms**

Net 30

Description	Prior Billed	Current Billing
2024-05831 Nuvia Smiles 8-22-24		718.75
Bryden Elementary 8-26-24		250.00
V112280 Hilltop Elementary 8-26-24		218.75

Total Due : **\$1,187.50**

APPROVED FOR PAYMENT
BY: [Signature]
DATE: 9-3-24
P/O: _____

PLAN EXAMINATION FEE CALCULATION

City of Beachwood

25325 Fairmount Blvd

Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: 2024-05831

Plans Examiner: Teila C. Lovell, Master Plans Examiner, ID # 871

Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: August 22, 2024

Project Name: Nuvia Smiles

Project Address: 3401 Enterprise Pkwy Ste115

Project Description: Alteration

Area of Work: 7330 sq. ft.

Initial Submittal:

Initial Review Date: August 22, 2024

5.75 hours @ \$125.00 \$ 718.75

Estimated Reimbursables: \$

Sub-Total \$ 718.75

Subsequent Review:

Review Date: _____

_____ hours @ \$125.00 \$ _____

Estimated Reimbursables: \$

Sub-Total	\$	0.00
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Current Grand Total	\$ 718.75
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SIXMO ARCHITECTURE

PLAN EXAMINATION FEE CALCULATION

City of Beachwood

25325 Fairmount Blvd

Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: v112280

Plans Examiner: Teila C. Lovell, Master Plans Examiner, ID # 871
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: June 11, 2024
Date of 2nd Review: July 26, 2024

Project Name: Bryden Elementary
Project Address: 25501 Bryden Road
Project Description: New Construction
Area of Work: 66,701 sq. ft.

Initial Submittal:

Initial Review Date: _____

_____ hours @ \$125.00 \$ _____

Estimated Reimbursables: \$ _____

Sub-Total \$ 0.00

Subsequent Review:

Review Date: August 26, 2024

2 hours @ \$125.00 \$ 250.00

Estimated Reimbursables: \$ _____

Sub-Total \$ 250.00

Current Grand Total \$ 250.00



PLAN EXAMINATION FEE CALCULATION

*City of Beachwood
25325 Fairmount Blvd*

Brian Roenigk, Building Commissioner

Plan Review / Invoice No.: v112280

Plans Examiner: Teila C. Lovell, Master Plans Examiner, ID # 871
Remit Payment to: **SIXMO Architecture 204 Front Street, Marietta, Ohio 45750**

Date of Initial Review: June 12, 2024
Date of 2nd Review: July 29, 2024
Date of 3rd Review: August 26, 2024

Project Name: Hilltop Elementary
Project Address: 24524 Hilltop Drive
Project Description: New Construction
Area of Work: 62,901 sq. ft.

Initial Submittal:

Initial Review Date: _____

_____ hours @ \$125.00 \$ _____

Estimated Reimbursables: \$ _____

Sub-Total \$ 0.00

Subsequent Review:

Review Date: July 29, 2024

1.75 hours @ \$125.00 \$ 218.75

Estimated Reimbursables: \$ _____

Sub-Total \$ 218.75

Current Grand Total \$ 218.75

RECEIVED

AUG 27 2024

FINANCE DEPT

REMIT TO ADDRESS:

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

FEDERAL TAX ID 

REMITTANCE PAGE

For Professional Services Rendered

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

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1455698
Client/Matter: 144096.0005
Billing Atty: RTH
May 29, 2024

Re: SPECIAL LEGAL SERVICES

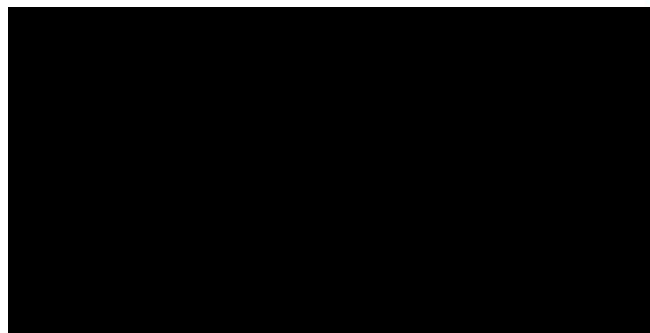
Invoice Total

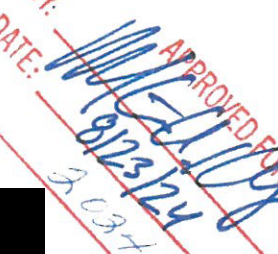
\$ 9,466.69

GO GREEN!

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

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



BY: 
DATE: 8/23/24
P/O: 2037-00652
APPROVED FOR PAYMENT

INTRODUCED BY:

ORDINANCE NO. 2024-67

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE COST OF ABATING NUISANCES AT CERTAIN PROPERTIES WITHIN THE CITY OF BEACHWOOD, OHIO; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to City of Beachwood Codified Ordinance Section 660.20, the Public Works Director has declared certain properties, as more fully described on the attached assessment list, to be nuisances; and

WHEREAS, by previous written notice, the City ordered the violations to be corrected; and

WHEREAS, the property owners failed to correct the violations; and

WHEREAS, the Public Works Director has abated the nuisance properties.

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

Section 1: Pursuant to Beachwood Codified Ordinance Section 660.20, the Finance Director is hereby authorized to levy special assessments for the cost of abating said nuisances, as per the certification list, which is attached hereto and incorporated herein as Exhibit "A".

Section 2: The Clerk of Council shall forthwith deliver a certified copy of this Ordinance to the County Fiscal Officer after its passage.

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

Section 4: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that the assessments may be levied and placed on the tax duplicate on the earliest possible date; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

ORDINANCE NO. 2024-67

Attest: I hereby certify this legislation was duly adopted on the 16th day of September, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of September, 2024.

Clerk

Approval: I have approved this legislation this 17th day of September, 2024, and filed it with the Clerk.

Mayor

	A	B
1	PARCEL ID IN PARCEL # ORDER	CITY OF BEACHWOOD LAWN ABATEMENT ASSESSMENT 2024 SPA AMOUNT
2	13 TOTAL PARCELS	
3		
4	741-03-105	125.00
5	741-07-123	125.00
6	741-08-109	125.00
7	741-08-124	125.00
8	741-10-078	125.00
9	741-11-026	125.00
10	741-15-082	125.00
11	741-15-099	375.00
12	741-22-020	125.00
13	741-33-010	125.00
14	742-08-073	125.00
15	742-26-031	125.00
16	742-26-039	250.00
17		
18	TOTAL	2,000.00
19		
20		
21		
22		
23	As of 12:05pm 08/28/2023	

INTRODUCED BY:

RESOLUTION NO. 2024-35

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH PUBLIC ENTITIES POOL OF OHIO (PEP), AND AUTHORIZING PAYMENT FOR LIABILITY INSURANCE COVERAGE FOR THE TERM OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; AND DECLARING THIS TO BE AN URGENT MEASURE

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

WHEREAS, based upon the recommendation of the Finance Director, Council desires to authorize the Mayor of the City of Beachwood, Ohio to enter into a renewal agreement with Public Entities Pool of Ohio (PEP) and authorize payment for liability insurance in an amount not to exceed Three Hundred Seven Thousand Nine Hundred Forty Two Dollars and No/Cents (\$ 307,942.00) for liability insurance coverage for the term of October 1, 2024 through September 30, 2025.

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

Section 1: The Mayor of the City of Beachwood, Ohio is hereby authorized and directed to enter into a renewal agreement with Public Entities Pool of Ohio (PEP) for liability insurance for the coverage term October 1, 2024 through September 30, 2025 and authorizes payment for liability insurance in an amount not to exceed Three Hundred Seven Thousand Nine Hundred Forty Two Dollars and No/Cents (\$ 307,942.00).

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

Section 3: This Resolution is hereby 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 contract authorized herein is necessary to immediately protect the City with appropriate insurance coverage; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 16th day of September, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of September, 2024.

Clerk

Approval: I have approved this legislation this 17th day of September, 2024 and filed it with the Clerk

Mayor

Property & Casualty Insurance Proposal

City of Beachwood



Robert M Beglin
Shannon A Bogan
Date Prepared: September 10, 2024



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About USI Insurance Services

USI is one of the largest brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts [best-in-class industry talent](#) with a long history of deep and continuing investment in our [local communities](#). For more information, visit [usi.com](#).

The USI ONE Advantage®

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni – USI's Proprietary Analytics

Omni, which means “all,” is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

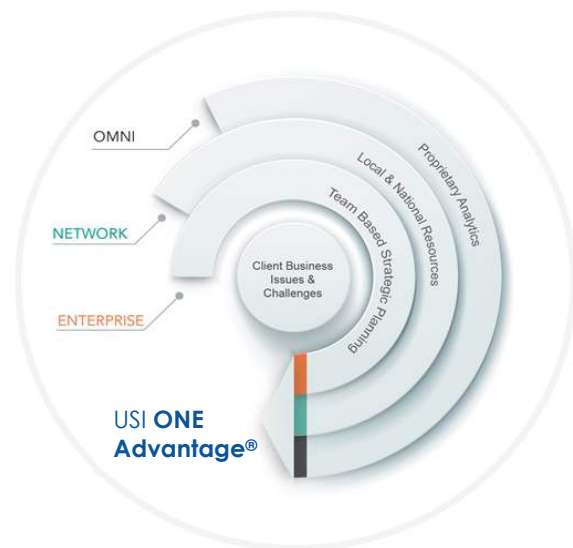
Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 4,400 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.





Public Entities

With a long history of partnering with public entities, USI understands that risk management in the public sector is not the same as risk management in the private sector.

Effectively managing risk in the public sector requires the assistance of a special broker who understands the distinct exposures of public entities and one who can work with you in developing a program that best meets your needs.

Making sound decisions regarding loss control and risk financing requires balancing the often-conflicting objectives of maintaining a desirable tolerance of risk while still meeting obligations to provide services, and doing so within a limited budgeting horizon and under what can sometimes be a great deal of political scrutiny.

USI is prepared to assist you with all your risk management needs whether you are a State, County, City Government, Town or Township, School District or Special Purpose District.

PRODUCTS

- Property Insurance Coverage
- Broad Form Commercial Property Including Business Income
- Commercial Inland Marine
- Boiler and Machinery
- Commercial Crime
- Commercial Automobile
- Garage
- Ocean Marine
- Aviation

LIABILITY INSURANCE COVERAGE

- Commercial General Liability
- Workers Compensation and Employer's Liability
- Fiduciary Liability
- Medical Professional Liability
- Environmental Impairment Liability
- Airport Liability
- Excess and Umbrella Liability

SPECIAL LIABILITY COVERAGE

- Public Officials Liability
- Police Professional Liability
- Educators Legal Liability
- Contracts of Suretyship
- Public Official Bonds

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Pool Administration

Administrator

Sedgewick
300 Galleria Officentre, Suite 310
Southfield, MI 48034
Direct Number: (800) 367-4818
Fax Number: (248) 358-2276
Underwriter: Pete Brunette

Pool Attorney

Jenks, Surdyk & Cowdrey Co. LPA
130 W. Second Street
Dayton, OH 45402
Direct Number: (937) 222-2333

Claims Service

Public Entity Risk Services of Ohio (PERSO)
Direct Number: (866) 907-3776
Fax Number: (614) 729-6049
E-Mail: bradley.tucker@persopool.com

Loss Control

Public Entity Risk Services of Ohio (PERSO)
Direct Number: (866) 907-3776
Diana Woolf, Specialist: diana.woolf@persopool.com
Mike Boyd, Risk Service manager: mboyd@persopool.com

Auditing

Crowe Horwath, LLP
155 W. Nationwide Blvd., Suite 500
Columbus, OH 43215
Joseph W. Kowrleyk, CPA
Direct Number: 860-470-2123

Service Team

USI Insurance Services LLC

10100 Innovation Drive, Suite 220, Dayton, OH 45342

Main Number: (937) 223-8891 Toll Free: (855) 874-1295

Fax Number: (866) 972-6309 www.usi.com

Sales Executive

Your **Sales Executive** is ***Robert M Beglin***

Direct Number: (937) 913-1320

Toll Free Extension: 51320

E-Mail: Rob.Beglin@usi.com

Account Executive

Your **Account Executive** is ***David Anderson***

Direct Number: (937) 913-1301

Toll Free Extension: 51301

E-Mail: David.Anderson@usi.com

Senior Account Manager

Your **Account Manager** is ***Shannon Bogan***

Direct Number: (937) 913-1307

Toll Free Extension: 51307

E-Mail: Shannon.Bogan@usi.com

Account Manager

Your **Account Manager** is ***Melinda McNabb***

Direct Number: (937) 913-1324

Toll Free Extension: 51324

E-Mail: Melinda.McNabb@usi.com

Account Representative

Your **Account Representative** is ***Jenna Marron***

Direct Number: (513) 964-1018

Toll Free Extension: 51018

E-Mail: Jenna.Marron@usi.com



Legal Liability for General Liability

Coverage:

Provides coverage for claims arising from an insured's liability due to damage or injury to others during performance of their duties or business. The loss can be reported years later, but the key is when it happened.

Description	Limit
Each Occurrence Limit	\$15,000,000
Annual Aggregate	None
Deductible	\$0
EXTENSIONS:	
Anti-skid Material Storage and Application	\$15,000,000
Appeal Bonds	Unlimited
Bail Bonds	Unlimited
Bonds to Release Property	Unlimited
Broad Legal Defense Fund	\$5,000 occ / \$5,000 agg
Chlorine	\$15,000,000
Claim and Defense Expenses	Unlimited
Cyber Breach Coverage Aggregate	\$250,000
Cyber Breach Coverage Occurrence	\$250,000
Cyber Liability	\$1,000,000 occ/\$1,000,000 agg
Drone Liability	\$15,000,000
Fire Department Pollution Coverage	\$500,000
Fire Department Training Activities	\$15,000,000
Fire Department	\$500,000
Fungi or Bacteria Clean Up	\$25,000
Fungi or Bacteria Clean Up Aggregate	\$50,000
Fungi or Bacteria Injury	\$25,000
Fungi or Bacteria Injury Aggregate	\$50,000
Good Samaritan	\$15,000,000
Medical Expenses – Other than Automobile	\$5,000
Medical Malpractice	\$15,000,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Legal Liability for General Liability – Coverage Extensions

Coverage Extensions	Limit
Member Expenses	\$10,000
Moral Obligation to Pay	\$2,500
Non-Monetary Relief Defense Expense	\$50,000
Pesticides/Herbicides	\$250,000
Post-Judgement Interest	Unlimited
Pre-Judgement Interest	Unlimited
Sewer Back-up	\$1,000,000 occ / \$1,000,000 agg
Stop Gap Liability	\$10,000,000
Telecommunications – Fraud Aggregate	\$50,000
Telecommunications – Fraud Per Occurrence	\$25,000
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Aggregate	\$55,000
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Each Occurrence	\$55,000
Wastewater Treatment Plants – Clean Up Expense	\$25,000 occ / \$25,000 agg
Wastewater Treatment Plants – Third Party Liability	\$50,000 occ / \$50,000 agg

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Active Assailant

Coverage:

Provides liability coverage for a premediated attack by an Active Assailant located at a covered location causing property damage and / or Bodily Injury to one or more person(s), excluding the Active Assailant, at or within six hundred fifty (650) feet of a Covered Location.

Coverage Description	Limits
Property Damage – Per Event	\$250,000 Per Member
Business Interruption/Time Element	\$250,000 Per Member
Denial Of Access	\$250,000 Per Member
Gross Earning	\$250,000 Per Member
Third Party Liability – Bodily Injury	\$250,000 Per Member
Member Aggregate	\$250,000 Per Member
Medical and Dental Expenses	\$20,000 Per Person
Counseling Costs – Present and Injured	\$10,000 Per Person
Counseling Costs – Present and Not Injured	\$5,000 Per Person
Funeral Costs	\$10,000 Per Person \$150,000 Aggregate
Crisis Management Service	\$100,000
Employee Retraining Costs	\$10,000 Per Person
Preplacement Employee Recruitment Costs	\$250,000
Security Costs/Other Costs	\$250,000
Deductible	\$0

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Cyber Liability

Coverage: Provides liability coverage for electronic data processing (EDP) hardware, software and data. Coverage may include extortion, breach, viruses and telecommunications equipment.

Coverage Description	Limits
Cyber Liability (Third Party Liability)	\$1,000,000
Cyber Liability (Third Party Liability) Aggregate	\$1,000,000
Multimedia Liability	\$1,000,000
Security and Privacy Liability Coverage	\$1,000,000
Privacy Regularity Defense and Penalties Coverage	\$1,000,000
Payment Card Industry (PCI) and Data Security Standards (DSS) Liability Coverage	\$1,000,000
Bodily Injury Liability Coverage	\$100,000
Property Damage Liability Coverage	\$100,000
Cyber Breach Expense Per Occurrence (First Party Liability)	\$1,000,000
Cyber Breach Expense Aggregate (First Party Liability)	\$1,000,000
BrandGuard - Notification, Forensic Investigation, PR and Credit Monitoring Expenses	\$1,000,000
Cyber Extortion	\$250,000
Cyber Crime	\$100,000
Network Business Interruption and Extra Expense	\$250,000
Social Engineering	\$100,000
Telecommunications Fraud Per Occurrence	\$100,000
Phishing Fraud	\$100,000
Deductible – Cyber Liability	\$10,000
Deductible – Cyber Breach Coverage	\$10,000

Limits of \$1,000,000 for First Party Liability available with completed application. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Legal Liability for Automobile & Physical Damage

Coverage:

Covers a business for liability and/or physical damage caused by use of cars, trucks, vans and other vehicles in the course of carrying out its business. Coverage may include vehicles owned or leased by the company, hired by the company, or employee-owned vehicles used for business purposes.

Coverage	Limit
Limit Each Occurrence	\$15,000,000
Deductible	Nil
Aggregate Limit	None
<u>Legal Liability for Automobile Extensions:</u>	
Covered Pollution Cost or Expense	\$15,000,000
Medical Payments - Per Person	\$5,000
Uninsured and Underinsured Motorist – Per Person	\$100,000
Uninsured and Underinsured Motorist – Per Occurrence	\$100,000
Auto Physical Damage	\$2,500 Collision \$2,500 Comprehensive
<u>Auto Physical Damage Extensions:</u>	
Airbags	\$5,000
Commandeered Property	\$250,000
Emergency Response Automobile	\$25,000
Freezing of Equipment Coverage	\$25,000
Hired Automobile Physical Damage	\$50,000
Lease Gap	\$25,000
Not at Fault Collision Deductible Waiver	\$2,500
Personal Automobile Deductible	Actual Cost
Property in an unattended auto	\$1,000
Recertification	Actual Cost
Rental Reimbursement	\$1,000 / \$100,000
Rental Automobile Agreement	\$10,000
Roadside Assistance	\$5,000
Temporary Substitute Automobile	\$2,500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.



Public Officials Liability (Wrongful Acts)

Coverage:

Public Officials Liability insures individual directors and officers and the municipality for defense and settlement expenses that may arise from decisions in managing the municipality.

Coverage	Limit
Limit Each Occurrence	\$15,000,000
Aggregate	None
Deductible	\$5,000
Land Use	Included
Non-Monetary Damages	Included
Injunctive, Declaratory Equitable Relief	Included
Zoning Liability	Included

Coverage Extensions	Limit
Employment Expense	\$15,000,000
Employee Benefits Liability	\$1,000,000 / \$1,000 Deductible

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Employment Practices Liability (Wrongful Acts Coverage)

Coverage: Employment Practices Liability Insurance (EPL) protects the Municipality, Management Personnel and Employees from wrongful acts arising from employment related matters.

Coverage	Limit
Limit Each Occurrence	\$15,000,000
Aggregate	None
Deductible	\$5,000
Back Wages	Included
EEOC Defense Costs	Included

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Law Enforcement Liability (Police Professional)

Coverage:

Law Enforcement Liability Insurance provides coverage for bodily injury, personal injury or property damage caused by a wrongful act committed by or on behalf of a public entity while conducting law enforcement activities or operations.

Coverage	Limit
Limit Each Occurrence	\$10,000,000
Aggregate Limit	None
Deductible	\$5,000
Department Authorized Moonlighting	Included
Intentional Acts	Included
Vehicle Hot Pursuit	Included

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Property

Insurance Company:	Public Entities Pool of Ohio
Policy Term:	October 1 , 2024 to October 1, 2025
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure.

Blanket Property Coverage

Property	Limit	Valuation	Deductible
Blanket Building	\$113,963,930	Replacement Cost	\$1,000
Blanket Personal Property	\$7,287,207	Replacement Cost	\$1,000

Special Conditions

- No Blanket Personal Property at locations with no limit shown
- Exclusions: Any Village owned property not listed on the property schedule

PROPERTY THAT MUST BE SCHEDULED:

Fences, gates, retaining walls, flag poles, radio or television antennas and their related wiring, masts or towers, windmills, wind turbines, free standing signs, swimming pools, bulkheads, pilings, piers, wharves or docks, fire hydrants, street lights, traffic lights and related equipment, traffic signs, bridges, tunnels, overpasses, playground equipment, artificial athletic surfaces, basketball and tennis courts, roadways, sidewalks, patios, driveways, curbs, parking lots and other paved surfaces, free standing lights and light poles, guide rails, road signs and any off-premises piping, off-premises underground wiring, off-premises optic cables or telephone and communication lines or off-premises electric **transmission and distribution systems** including poles and pole-mounted transformers. **Limited coverage provided for select items in PEP Property Coverage Extensions.**

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Property – Coverage Extensions

Coverage Description	Limits
Accounts Receivable	\$250,000
Animals (Horse or Dog)	\$25,000
Appearance Allowance	\$25,000
Arson or Theft Reward	\$10,000
Athletics Surfaces	\$50,000
Building or Addition Under Construction (Frame Construction Excluded)	\$1,000,000
Debris Removal	\$250,000
Decontamination Costs	\$25,000
Electronic Vandalism	\$100,000
Equipment Rental Reimbursement	\$250,000
Expediting Expenses	\$250,000
Fine Arts – Unscheduled	\$25,000
Fire Department Service Charge	Actual Cost
Fire Extinguishing Systems	Actual Cost
Fire Hydrants (Unscheduled)	\$10,000
Golf Course, Sand Traps, Tees and Greens	\$10,000/\$250,000
Green Coverage	\$100,000
Guide Rails	\$10,000
Land and Water Cleanup Expense	\$10,000
Locks and Keys	\$25,000
Money & Securities	\$25,000
New Generation	\$10,000
Newly Constructed or Acquired Property	\$2,000,000 per Occurrence
Off Premises Service Interruption Property Damage	\$25,000
Off Premises Storage – Property under construction	\$10,000
Ordinance of Law	\$500,000
Outdoor Signs	\$10,000
Outdoor Trees and Shrubs	\$10,000/\$250,000
Parking Meters and Charging Stations	\$5,000
Personal Property at a Covered Location	\$50,000
Personal Property of Others	\$250,000
Pollution Clean-up Expense	\$100,000
Professional Fees	\$5,000
Property Removed from a Covered Location	\$250,000

Property – Coverage Extensions – continued

Coverage Description	Limits
Protection and Preservation of Property	\$250,000
Transit Coverage	\$100,000
Underground Fiber Optic Cable	\$10,000
Unscheduled Miscellaneous Property	\$10,000
Unscheduled Playground Equipment	\$25,000
Unscheduled Property in the Open – Fences, Flagpoles, Traffic Control Devices, Sirens, Gates, Radio or Television Towers, Traffic or Road Signs, Docks, Free Standing Lights, Light Poles and Street Lights	\$100,000 Annual Aggregate
Valuable Papers & Records	\$250,000
Water & Sewer Backup	\$100,000

Time Element– Coverage Extensions

Coverage Description	Limits
Civil Authority	Maximum 30 Days
Computer Systems Non-Physical Damage	\$10,000
Contingent Tax Revenue Interruption	\$25,000
Contingent Time Element	\$10,000
Earnings During Protection/Preservation	\$25,000
Expenses to Reduce Loss	\$25,000
Extended Earnings, Extra Expense & Cost	Maximum 180 Days
Extended Period of Coverage	\$25,000
Extra Expense & Cost	\$250,000
Gross Earning	\$250,000
Leasehold Interest	\$10,000
Rental Coverage	\$10,000
Soft Costs	\$5,000
Storm Debris Removal	\$5,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Equipment Breakdown

Coverage:

Provides coverage to a variety of equipment types for the costly physical and financial damage that can result from mechanical breakdown, electrical arcing, artificially generated electrical currents, bulging, cracking or collapse of pressure vessels.

Coverage Description	Limits
Limit	\$121,251,137
Deductible	\$1,000 Water & Sewer \$1,000 All Other Covered Equipment
Electronic Vandalism	\$100,000 Per Occurrence \$100,000 Aggregate
Civil Authority	\$25,000
Data or Media	\$250,000
Defense	Unlimited
Dependent Properties	\$25,000
Earnings	\$100,000
Electrical Surge and Electrical Disturbance	\$100,000
Error in Description	\$500,000
Expediting Expense	\$250,000
Extra Expense	\$100,000
Extended Earnings & Extra Expense	\$100,000
Green Alternatives	\$100,000
Hazardous Substance	\$100,000
New Generation	\$10,000
Newly Acquired Locations	\$2,000,000
Off Premises Equipment	\$50,000
Ordinance or Law	\$500,000
Refrigerant Contamination	\$100,000
Service Interruption	\$100,000
Spoilage	Included
Water	\$100,000

Special Conditions

- Power Generating Equipment EXCLUDED unless scheduled.

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

Crime

Coverage: Crime insurance is a broad term used to describe a selection of individual coverages relating to the taking of money, securities and other property from a business or organization.

Coverage Description	Limits
Crime	\$250,000
Employee Theft/Dishonesty – Per Loss	\$250,000
Employee Theft/Dishonesty – Per Employee	\$250,000
Forgery or Alteration	\$250,000
Theft, Disappearance & Destruction of Money	\$250,000
Inside Premises – Robbery or Safe Burglary	\$250,000
Outside Premises	\$250,000
Computer Fraud and Funds Transfer	\$250,000
Money Order and Counterfeit Money	\$250,000
Deductible – Crime	\$1,000
Deductible	\$1,000

Key Definitions
The Key Definitions contain generic definitions for common types of insurance. Not all coverage types are defined and some of those that are defined may not be included in your insurance program
Computer Fraud – Theft of money, securities or property by computer to fraudulently transfer covered property from your premises or bank to another person or place outside of your premises
Employee Dishonesty Coverage – Covers loss of or damage to money, securities and other property caused by employee dishonesty
Forgery or Alteration – Covers losses resulting from forgery or alteration of checks or covered instrument
Inside the Premises – Theft of Money and Securities - Covers losses by theft, disappearance or destruction
Outside the Premises – Covers losses in the care and custody of a messenger or armored car
Theft, Destruction or Disappearance – Covers against loss resulting from the theft, destruction or disappearance of money and securities as well as damage to containers on premises directly resulting from theft or unlawful entry

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Miscellaneous Property

Coverage: Inland Marine provides coverage to mobile or specialized types of property such as construction equipment, medical diagnostic equipment, fine arts and a wide variety of other types of property.

Coverage Description	Limits
Scheduled Equipment Limit	\$2,325,445
Unscheduled Miscellaneous Property Limit	\$55,000
Hired/Leased Equipment Limit	\$110,000
Valuation	Replacement Cost
Rental Reimbursement	\$500 Per Day/\$25,000 Per Year
Newly Acquired Property	\$50,000
Expediting Expense	\$250,000
Deductible	\$2,500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Electronic Data Processing (EDP)

Coverage: Provides property coverage for electronic data processing (EDP) hardware, software and data. Coverage may include mechanical breakdown, electrical injury, and changes in temperature and humidity.

Coverage Description	Limits
Hardware	\$550,000
Software	\$55,000
Earnings	\$100,000
Electronic Data	\$100,000
Extra Expense	\$50,000
Newly Acquired Locations	\$100,000
Software in Storage	\$50,000
Valuation	Replacement Cost
Deductible	\$2,500

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Earthquake

Coverage:

Earthquake insurance provides coverage against loss resulting from damage to buildings and their contents by earthquake, volcanic eruption or both as defined by the policy.

Coverage Description	Limits
Earthquake	\$10,000,000
Deductible	\$25,000
Earthquake Accounts Receivable	\$250,000
Earthquake Animals (Horse or Dog)	\$25,000
Earthquake Athletic Surfaces	\$250,000
Earthquake Debris Removal	\$250,000
Earthquake Decontamination Costs -	\$25,000
Earthquake Expediting Expenses	\$250,000
Earthquake Fine Arts – Unscheduled	\$5,000
Earthquake Fire Department Service Charge	Actual Cost
Earthquake Fire Extinguishing Systems	Actual Cost
Earthquake Green Coverage	\$100,000
Earthquake Locks and Keys	\$25,000
Earthquake Money & Securities –	\$25,000
Earthquake Off Premises Service Interruption Property Damage	\$25,000
Earthquake Off Premises Storage –Prop Under Construction	\$10,000
Earthquake Ordinance or Law	\$250,000
Earthquake Outdoor Signs –	\$10,000
Earthquake Meters and Charging Stations	\$5,000
Earthquake Personal Property Not at a Covered Location	\$25,000
Earthquake Professional Fees –	\$5,000
Earthquake Property Removed From A Covered Location	\$250,000
Earthquake Protection and Preservation of Property	\$250,000
Earthquake Transit Coverage	\$100,000
Earthquake Unscheduled Miscellaneous Property	\$10,000
Earthquake Unscheduled Playground Equipment	\$25,000
Earthquake Valuable Papers and Records	\$100,000

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Flood

Coverage:

A flood is a general and temporary condition where two or more acres of normally dry land or two or more properties are inundated by water or mudflow as defined by the National Flood Insurance Program.

Coverage Description	Limits
Flood	\$10,000,000
Deductible	\$25,000
Flood Accounts Receivable	\$100,000
Flood Animals (Horse or Dog)	\$25,000
Flood Athletic Surfaces	\$250,000
Flood Debris Removal	\$250,000
Flood Decontamination Costs	\$25,000
Flood Expediting Expenses	\$250,000
Flood Fine Arts – Unscheduled	\$5,000
Flood Fire Department Service Charge	Actual Cost
Flood Fire Extinguishing Systems	Actual Cost
Flood Green Coverage	\$100,000
Flood Locks and Keys	\$25,000
Flood Money & Securities – Previously \$10,000	\$25,000
Flood Off Premises Service Interruption Property Damage	\$25,000
Flood Off Premises Storage – Property Under Construction	\$10,000
Flood Ordinance or Law	\$250,000
Flood Outdoor Signs	\$10,000
Flood Meters and Charging Stations	\$5,000
Flood Personal Property Not at a Covered Location	\$25,000
Flood Professional Fees	\$5,000
Flood Property Removed from A Covered Location	\$250,000
Flood Protection and Preservation of Property	\$250,000
Flood Transit Coverage	\$10,000
Flood Unscheduled Miscellaneous Property	\$10,000
Flood Unscheduled Playground Equipment	\$25,000
Flood Valuable Papers and Records	\$100,000

Special Conditions

- Excludes Flood Zones A & V

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.



Premium Summary

Coverage	Proposed Term Premium
General Liability	\$72,089
Auto Liability	\$11,091
Auto Physical Damage	\$40,773
Public Officials Liability	\$1,071
Employment Practices Liability	Included
Law Enforcement Liability	\$7,827
Property	\$152,771
Time Element Coverage	Included
Equipment Breakdown	Included
Crime	Included
Inland Marine	Included
Electronic Data Processing	Included
Cyber Liability	Included
Earthquake	Included
Flood	Included
Excess Liability	\$31,711
TOTAL ESTIMATED ANNUAL PREMIUM	\$317,332
PEP LOYALTY CREDIT	(\$9,390)
TOTAL ANNUAL PREMIUM	\$307,942

Payment Terms:

- Annual Payment
- Premium due upon receipt of invoice

Binding Requirements:

-

Note: This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.



USI Disclosures

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the “protected information”) that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called “cookies.”

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

INTRODUCED BY:

RESOLUTION NO. 2024-36

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS the City has adopted a tax budget effective January 1, 2025; and

WHEREAS, the City is required to adopt a Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer by October 1, 2024; and

WHEREAS, for Fiscal Year 2025, the County Budget Commission established the City's tax rate as follows:

Inside 10 mill limit	1.60 mills
Outside 10 mill limit	0.00 mills
Total	1.60 mills

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

Section 1: Council hereby adopts this Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer in accordance with Exhibit "A", which is attached hereto and made a part hereof.

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

Section 3: This Resolution is hereby declared an urgent measure necessary for the immediate preservation of the public peace, health or safety or the efficient operation of the City; and for the further reason that the Tax Budget must be filed with the County Fiscal Officer no later than October 1, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

RESOLUTION NO. 2024-36

Attest: I hereby certify this legislation was duly adopted on the 16th day of September, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of September, 2024.

Clerk

Approval: I have approved this legislation this 17th day of September, 2024 and filed it with the Clerk

Mayor

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of Beachwood, Cuyahoga
County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
2024, at the office of _____ with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,
2025; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of Beachwood,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com- mission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			0.40	0.00
General Bond Retirement Fund			0.40	0.00
Police Pension			0.80	
Park Fund				0.00
Recreation Fund				
TOTAL	\$0	\$0	1.60	0.00

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

and be it further
RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this
Resolution to the Fiscal Officer of said County.

Page 50 of 75

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the City
of _____ within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20 _____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

_____ County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted _____, 20 ____

Clerk of Council

Filed _____, 20 ____

County Fiscal Officer

By _____
Deputy

CITY OF BEACHWOOD

INTER-OFFICE MEMORANDUM

To: Alec Isaacson, President of Council

From: Tina Turick, City Administrator 

Date: September 6, 2024

Subject: Proposal for Deer Management Services 2024/2025 – Precision Wildlife Management LTD.

Following our Committee of the Whole meeting on Tuesday, September 3rd, I am writing to formally request the inclusion of a proposal from Precision Wildlife Management on our next Council agenda. Precision submitted the attached proposal for deer management services for the 2024/2025 season, which was detailed in the attached PowerPoint presentation.

We recommend continuing our partnership with the City of Shaker Heights and Precision Wildlife for the management of deer in our City. The recommendation to consider this proposal stems from our ongoing commitment to managing the deer population in accordance with our Deer Management Plan. This plan was developed in collaboration with the Ohio Department of Natural Resources and is guided by a decision-making matrix that evaluates various factors, including resident feedback and the frequency of deer-vehicle incidents. As discussed, the thresholds for both residential concerns and documented accidents have been exceeded, highlighting the need for continued intervention.

As outlined in the attached PowerPoint presentation, last season the City of Beachwood donated 3,086 pounds of venison (approximately 12,000 meals) to those in need.

Thank you for your consideration. Please feel free to reach out if you have any questions or need further information.

Enclosures: PowerPoint Presentation
Precision Wildlife Management Proposal

Cc: Justin Berns, Mayor
Members of City Council
Larry Heiser, Finance Director
Dan Grispino, Police Chief
Chris Arrietta, Public Works Director
Ben Lombardi, Communications Manager
Whitney Crook, Clerk of Council

INTRODUCED BY:

RESOLUTION NO. 2024-37

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

WHEREAS, the Mayor and Police Chief have recommended entering into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management issues in the City of Beachwood, Ohio in an amount not to exceed One Hundred Three Thousand Five Hundred Dollars and No/ Cents (\$103,500.00); and

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

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

Section 1: Based upon the recommendation of the City Council, the Mayor is hereby authorized to enter into an Agreement with Precision Wildlife Management, Ltd. to address Deer Management issues in the City of Beachwood, Ohio in an amount not to exceed One Hundred Three Thousand Five Hundred Dollars and No/ Cents (\$103,500.00). A copy of the Nuisance Wildlife Service Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 3: This Resolution is hereby declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City, and for the further reason that a Deer Management program may begin as soon as possible; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 16th day of September, 2024, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 17th day of September, 2024.

Clerk

Approval: I have approved this legislation this 17th day of September, 2024 and filed it with the Clerk.

Mayor

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

Nuisance Wildlife Service Agreement

This Nuisance Wildlife Service Agreement (the “Agreement”) is dated the 1st day of November 2024, by and between The City of Shaker Heights, an Ohio municipal corporation, 3400 Lee Road, Shaker Heights Ohio. 44120, (216) 491-1400 (hereinafter designated the “City”), and The City of Beachwood, an Ohio municipal corporation, 25325 Fairmount Blvd, Beachwood, Ohio. 44122, (216) 464-1070 (hereinafter designated the “City”) and Precision Wildlife Ltd., an Ohio limited liability company, 2598 Morning Star Drive, Hinckley, Ohio 44233 (216) 264-9777, (“Precision”), hereinafter designated.

1. Scope of Work:

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

Precision shall provide the following services:

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

- B. Precision bases this Agreement on the following assumptions:

- Permission from the Cities and residents to cull on City and private property throughout both Cities. Minimum of 5-10 viable bait sites in Shaker Heights. Minimum of 10-15 viable bait sites in Beachwood. (A viable bait site is a site that is easily accessible, multiple deer visit the site regularly, it is and safe to harvest deer in a discrete manner.)
- The culling days will be at the discretion of Precision.

- The services will terminate upon the earlier of:
 - The harvesting of 90 Whitetail Deer or
 - March 31, 2025
- Cities will allow Precision to operate vehicles on paths in parks and median strips.
- Cities will allow Precision to harvest deer from vehicles
- Cities will allow Precision to confirm weapon is sighted in daily at the Service Department salt pile.
- Cities will provide current data on deer calls for service during the past year as well as the number of deer/vehicle collisions and deer carcasses removed by the Cities
- Cities will provide vegetation/biodiversity Plant Study Results if available as well as aerial deer survey, pellet survey or spotlight survey if available
- Cities will also provide information on updated deer management goals
- City will have signed contract with Precision in place by November 1, 2024, to start logistics and planning on November 1, 2024. Baiting and culling will start on or about December 1, 2024. Cities will grant permission to Precision to acquire private property and City bait sites.
- Cities will allow Precision to choose processor of their choice and donate all venison to persons in need in accordance with applicable state laws

2. Term:

The term of this Agreement shall commence on November 1, 2024, and shall terminate upon the earlier of the harvesting of 90 whitetail deer and completion of the end of the year culling report or March 31, 2025, unless extended in writing by agreement of the parties hereto, or unless sooner canceled or terminated as permitted herein.

3. Compensation:

Payment shall be made to Precision by the City of Shaker Heights and the City of Beachwood in the amount of 207,000.00 for services rendered in both Shaker Heights and Beachwood.

- Payment shall be made to Precision by the City of Shaker Heights in the amount of \$103,500.00 for services rendered. The City will receive an invoice for \$103,500.00 upon signing of contract. The \$51,750.00 will be due January 4, 2025. The remaining \$51,750.00 will be invoiced upon completion of culling 90 deer or March 31, 2025, and after the submission of the end of the season culling reports.
- Payment shall be made to Precision by the City of Beachwood in the amount of \$103,500.00 for services rendered. The City will receive an invoice for \$103,500.00 upon signing of contract. The \$51,750.00 will be due January 4, 2025. The remaining \$51,750.00 will be invoiced upon completion of

culling 90 deer or March 31, 2025, and after the submission of the end of the season culling reports.

- Invoices submitted by Precision to the Cities are due within 30 days of receipt.
- Upon the harvesting of 90 deer, a change order may be submitted by the Cities to harvest an additional 10 deer for \$23,000.00. Additional change orders may be submitted in increments of 10 deer for a total of 30 additional deer for the culling season.

4. Oversight and Notices:

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

5. Insurance:

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

6. Independent Contractor:

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

7. Default:

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

8. Indemnification:

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

9. Assignments and Subcontracting:

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

10. Complete Contract:

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

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

Precision Wildlife Management LTD.

Witnesses:

1. _____
2. _____

Precision Wildlife Management LTD.

By: _____

Printed Name: James A. Mariano

President: _____

Tax ID. No. _____

Date: _____

City of Shaker Heights

Witnesses

1. _____
2. _____

Mayor: David Weiss

Mayor: _____

Date: _____

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

Purchase Order No. _____

Director: _____

John Potts, Director of Finance

Date: _____

Approved as to form:

Director: _____

William M. Ondrey Gruber, Director of Law. City of Shaker Heights

City of Beachwood

Witnesses

1. _____
2. _____

Mayor: Justin Berns

Mayor: _____

Date: _____

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

Purchase Order No. _____

Director: _____

Larry Heiser, Director of Finance

Date: _____

Approved as to form:

Director: _____

R. Todd Hunt, Director of Law. City of Beachwood

CERTIFICATE OF THE DIRECTOR OF
FINANCE

To the Mayor/Director of Public Safety:

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

Larry Heiser

Director of

Finance

Date: _____



Deer Management

2024 Program Review
September 3, 2024



Establishing A Balanced Deer Population

PROGRAM GOAL

To maintain a healthy and sustainable deer population that supports local ecosystems while minimizing conflicts.

EFFECTIVE MANAGEMENT

Helps prevent degradation of deer health and reduces negative impacts such as damage to landscaping, gardens, and the risk of deer related motor vehicle accidents.



Deer Management 101

- **Cultural Carrying Capacity:** Refers to the maximum number of deer that can coexist compatibly with humans.
- **Public Attitudes:** As deer-related issues increase, including deer-related accidents, landscape damage, and pet safety issues, so does the public's desire to reduce the deer population.
- **Annual Survey:** Public attitudes are assessed by an annual survey.
- **Deer Populations:** The Ohio Department of Natural Resources estimates a deer population of about 740,000, according to hunting data. This is has **increased** from 2018 to 2021, when the population was around 680,000.
- **2023–2024 harvest:** Ohio hunters harvested 213,928 white-tailed deer during the last hunting season.

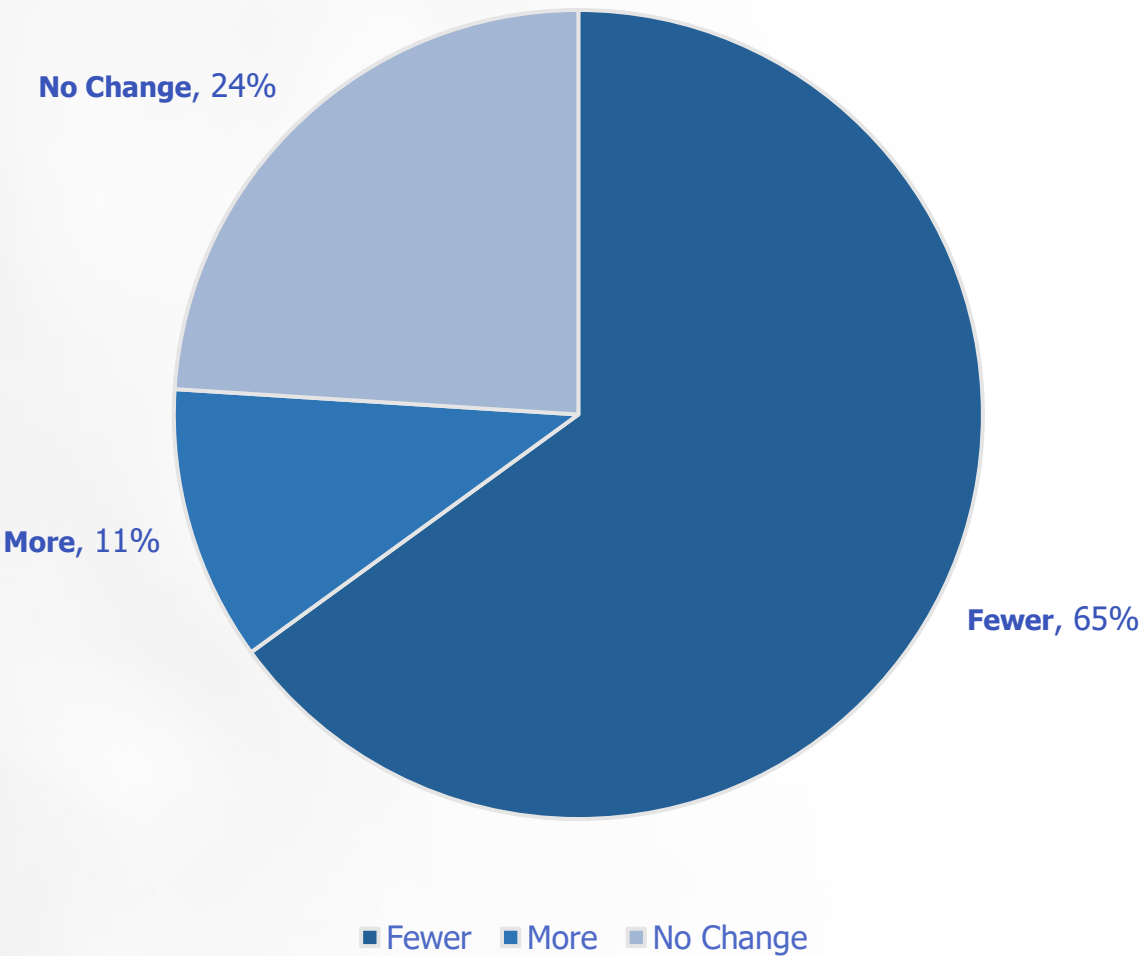
2024 Residential Survey Results

65%

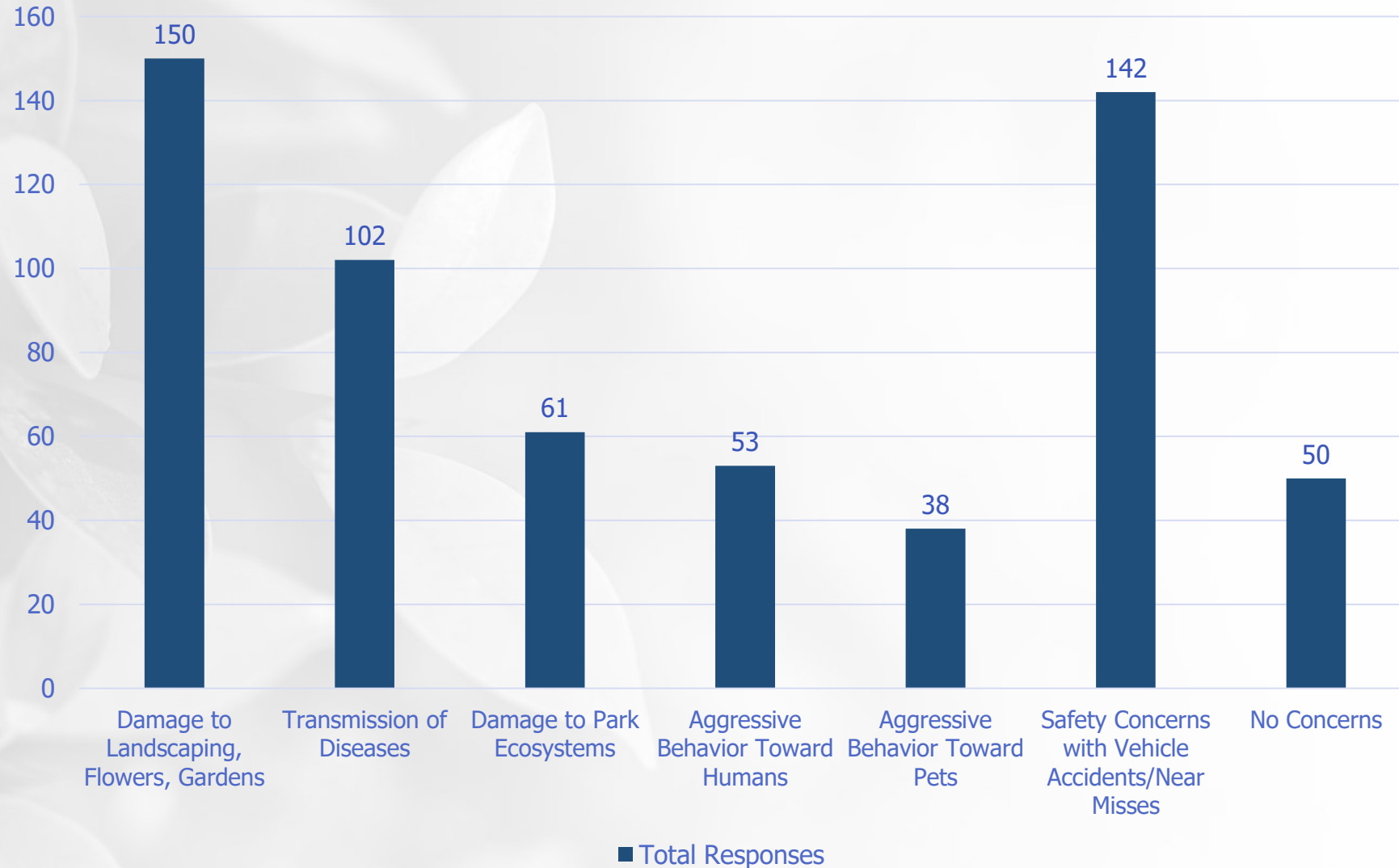
of residents want fewer deer.

Decision Making Matrix: Did more than 60% of residents express a desire to decrease the deer population?

If **yes**, management should continue.



Top Concerns from Residents





Deer-Related Incidents

January 2023-December 2023

Deer Pickups	19
Total Deer-Related Calls	56

August 2023-July 2024

Deer Pickups	20
Total Deer-Related Calls	65

Decision Making Matrix: Is the number of deer pickups in Beachwood above the desired level of 15?

If **yes**, management should continue.

Decision-Making Matrix

Under the guidance of the Ohio Department of Natural Resources (ODNR), our deer management plan was created and included a Decision-Making Matrix

A model based on two fundamental questions:

- 1.) **Public Safety:** Is the number of deer pickups in Beachwood above the desired level of 15?
- 2.) **Public Attitude:** Did more than 60% of residents express a desire to decrease the deer population?

PUBLIC SAFETY: Deer pickups exceed 15.

YES

NO

PUBLIC ATTITUDE: More than
60% In favor of population reduction.

YES

**Deer Population
Reduction**

City of Beachwood:
20 Deer Pickups
65% In Favor of Population Reduction

Deer Population
Reduction

**Decision
Making Matrix**

NO

Deer Population
Reduction

Deer Population
Maintenance

Collaboration = Successful Deer Management

The relationship between Shaker Heights and Beachwood, which is working together to effectively manage deer populations, was recognized with a commendation at this year's Ohio Wildlife Diversity Conference.

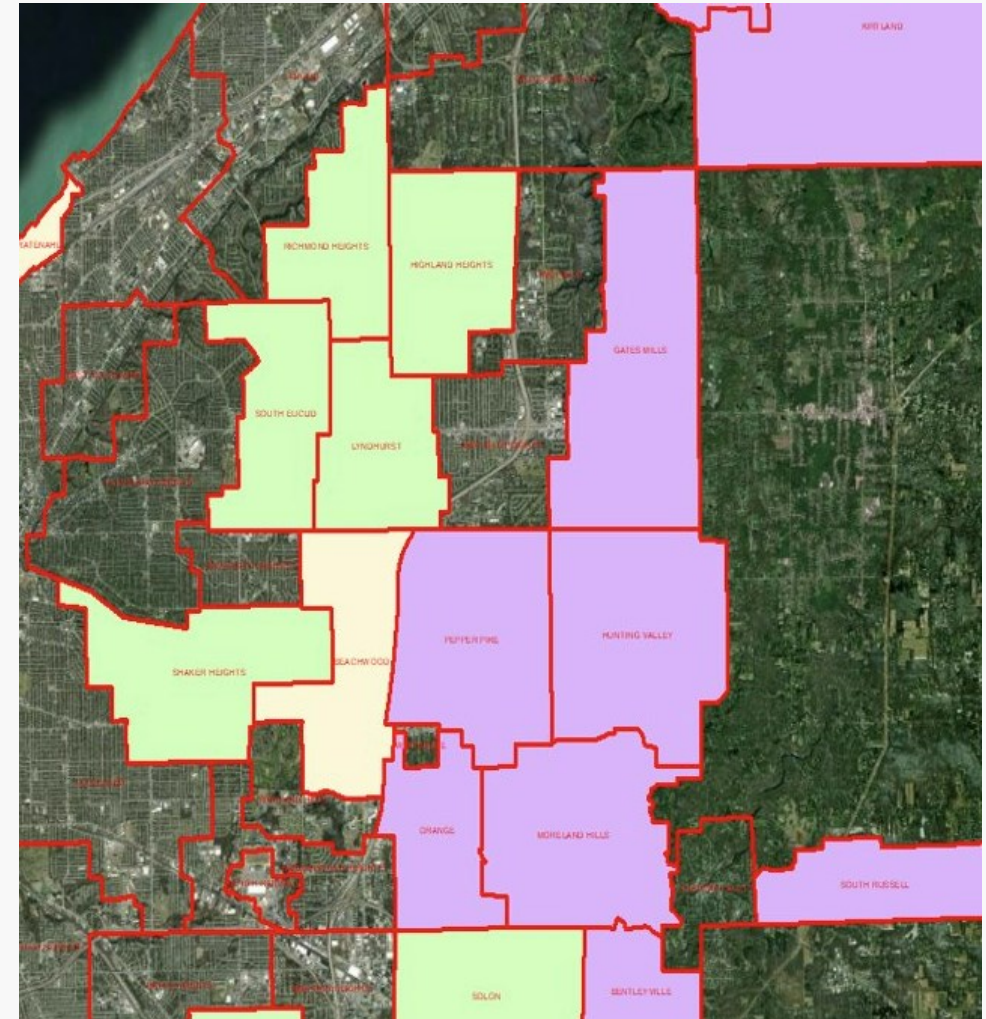


Surrounding Communities:

- South Euclid, Lyndhurst, and the Metroparks System all have deer management programs.
- Cleveland, Cleveland Heights, University Heights, Warrensville Heights, and Highland Hills do not currently have a deer management program. The numbers of deer are increasing in the area, illustrating the need for regional collaboration in deer management.

Map Color Legend:

Light Yellow = Beachwood | Purple = Hunting Permit (Bow) | Green = Sharp Shooting





2023-24 Season Recap

Last year's program made notable strides in balancing the local deer population, enhancing community safety, and supporting those in need through meal donations.

Deer Harvested	70 64% Beachwood 36% Shaker Heights
Pounds of Venison Donated	3,086
Approximate Meals Provided	12,000
Budget	\$100,000
Total Cost	\$70,000

Mayor Berns: Recommendation for 2024-25



- **Matrix-Based Decision:** Based on the decision-making matrix, which includes data on deer-vehicle accidents and the results from the residential survey, we recommend continuing the city's deer management efforts to address resident concerns and maintain public safety.
- **Regional Cooperation:** We continue to discuss expanding collaboration with neighboring communities, including Highland Hills, Orange Village, Warrensville Heights, Cleveland Heights, and University Heights.
- **Annual Review:** Beachwood's deer management plan will continue to be evaluated annually and adjusted accordingly.
- **Budget:** The proposal for 2024 includes harvesting 90 deer for \$103,500 by both Beachwood and Shaker Heights for removal, processing, and venison donation.
- **Recommendation:** Accept the contract from Precision Wildlife. Maintain partnership with Shaker Heights.

Precision Wildlife Management LTD

Who We Are:

- Precision has obtained results for the past 9 years in Shaker Heights and 2 years in Beachwood, meeting its goal of safely, humanely, and discreetly harvesting deer without any significant issues.
- Our team is committed to best practices in deer handling. Team members are required to pass the state law enforcement qualification for scoped rifle.
- Close working relationship with the ODNR, Division of Wildlife.
- One stop shop managing all aspects from start to finish without impacting city resources.





Precision Wildlife & Beachwood

- Based on criteria from the Ohio Department of Natural Resources (ODNR), the goal of a deer management program is to establish a deer population that maximizes recreational opportunity while minimizing conflicts with agriculture, motor travel and personal safety. **A deer management program will not, nor is it intended to, eliminate the deer population.**
- ODNR, Division of Wildlife is the governing body relating to deer management. ODNR relies on the cultural carrying capacity and safety data such as deer pickups and deer/vehicle accidents to determine the number of permits issued.

Precision Wildlife 2024-25 Proposal

Scope of Proposal:

Based on the cultural carrying capacity and past pickup information, we have been granted 90 deer permits this year.

Investment:

\$103,500.00 for each city

The following factors determined the investment increase:

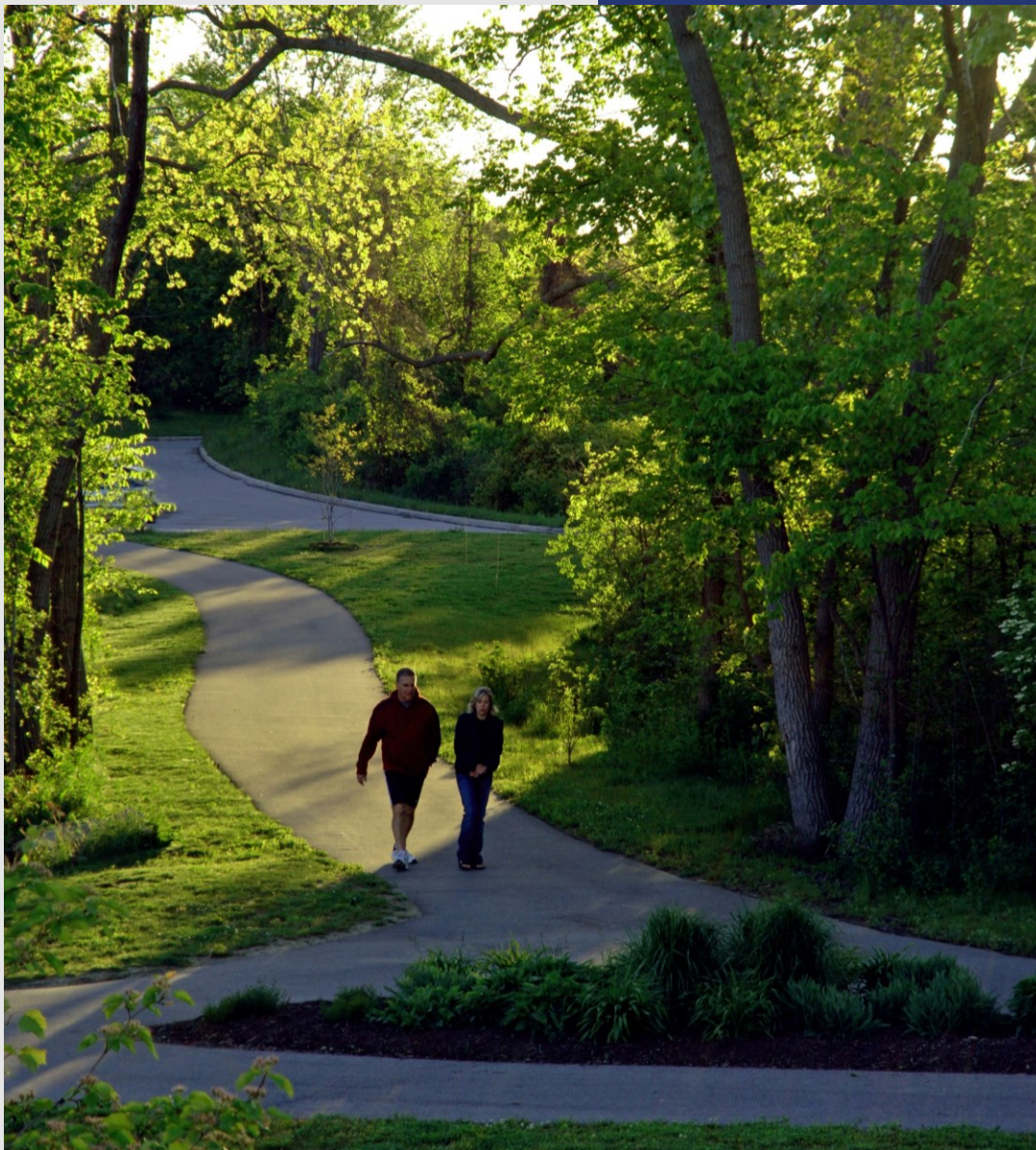
- 29% increase in the number of deer to be harvested.
- The increase will necessitate additional costs and expenses.
- Due to more cities being involved in deer management in Northeast Ohio, the demand for deer processors has substantially increased which has driven up prices.



Precision Wildlife 2024-25 Proposal

- Precision has proven to be a reliable partner that is focused on results and customer service.
- Precision understands the exceptional service that Beachwood and Shaker residents have come to expect.
- Precision understands the sensitive nature of deer management and manages the risks.
- Precision has obtained results in a challenging environment for the past 8 years.
- Precision appreciates the opportunity to earn your business and maintain the excellent reputation of both cities.





CITY OF *Beachwood*

Final Comments

Mayor Justin Berns

Representatives from the City of Shaker
Heights

Beachwood Department Directors

Questions & Discussion