

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2025-07**

For the February 12, 2025  
Council Meeting

Introduced by: Mayor Michael L. Booker  
Supported by:

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE AN AMENDMENT TO THE CONTRACT WITH THE CITY OF BEACHWOOD TO SHARE THE COST OF DESIGN ENGINEERING FOR REHABILITATION OF THE CULVERT UNDER CHAGRIN BOULEVARD, AND DECLARING AN EMERGENCY.**

**WHEREAS**, there is an existing culvert under Chagrin Boulevard that is in need of rehabilitation, and

**WHEREAS**, The State of Ohio Department of Transportation has agreed to pay for the construction cost of rehabilitating the culvert provided that the City of Beachwood and Village of Highland Hills agree to share the cost of the design engineering for the project, and

**WHEREAS**, The City of Beachwood engineer has agreed to take the lead in creating the design engineering for the project, and

**WHEREAS**, The Village of Highland Hills agreed to share in the cost of the design engineering at fifty percent (50%) of said cost by reimbursing the City of Beachwood and a contract approving same was previously approved by this Council pursuant to Ordinance 2020-25, and

**WHEREAS**, It is necessary to authorize the Mayor to enter and execute an Agreement with the City of Beachwood for this project.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:**

Section 1: The Mayor is hereby authorized to enter and execute an amendment to the Agreement with the City of Beachwood to share in the cost of the design engineering for the rehabilitation of the culvert under Chagrin Boulevard near Sutton. The terms and conditions of the amendment to the Agreement to share in the cost of design engineering of the culvert shall be in substantially the same form as attached hereto and incorporated herein fully by reference as Exhibit A.

Section 2: The Law Director shall review and approve the agreement.

Section 3: Council finds and determines that all formal actions of the Council relating to the

Ordinance No. 2025-07

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Council Meeting

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adoption of this Ordinance have been taken at open meetings of this Council; and that deliberation of the Council, and of any of its committees resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and to address the immediate need for rehabilitation of the culvert under Chagrin Boulevard, and it shall therefore, take effect immediately upon passage.

Passed in Council this 12th day of February, 2025.

First Reading ✓ Second Reading \_\_\_\_\_ Third Reading \_\_\_\_\_

Vote: Pride ✓ yea \_\_\_ nay \_\_\_

Greene ✓ yea \_\_\_ nay \_\_\_

Mills ✓ yea \_\_\_ nay \_\_\_

McManus ✓ yea \_\_\_ nay \_\_\_

Wright ✓ yea \_\_\_ nay \_\_\_

Cassandra Pride  
Cassandra Pride  
President of Council

2/12/25  
Date

Attest: Margaret Sikon  
Margaret Sikon, Clerk of Council

2/12/25  
Date

Filed with the Mayor: ✓

2/12/25  
Date

Approved By: M. L. Booker

Michael L. Booker, Mayor

2/12/25  
Date

2025-07

**FIRST AMENDMENT To AGREEMENT**  
**Between**  
**CITY OF BEACHWOOD, OHIO**  
**And**  
**VILLAGE OF HIGHLAND HILLS, OHIO**

THIS FIRST AMENDMENT to Agreement between the City of Beachwood, Ohio and the Village of Highland Hills, Ohio ("First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date") between the CITY OF BEACHWOOD, OHIO (the "City") and the VILLAGE OF HIGHLAND HILLS, OHIO, (the "Village"), both municipal corporations and political subdivisions duly organized and validly existing under the Constitution and the laws of the state of Ohio (each is a "Party" and collectively, the "Parties").

**WITNESSETH:**

WHEREAS, on February 18, 2020, the Parties entered into an Agreement (the "Agreement") to equally share the cost of engineering design services for the rehabilitation of the culvert under Chagrin Boulevard situated in both the City and the Village, consisting of two (2) parts, as follows:

Part 1- Engineering Design shall include a feasibility/alternatives study to determine the options available to most efficiently rehabilitate the Culvert.

Part 2- Engineering Design shall include a detailed design for the alternative recommended by Part 1.

WHEREAS, Part 1 services were estimated not to exceed Thirty-Four Thousand Dollars (\$34,000.00), and the Parties agreed that they would approve the cost of Part 2 services through an amendment to the Agreement approved by the legislative authorities of each Party.

WHEREAS, the Part 1 Engineering Design services have been performed and an invoice for 50% of the total cost of Part 1 of \$33,874.00 --i.e., \$16,937.00 -- was sent to the Village for payment, and the Parties desire to amend the Agreement to set forth the amount for Part 2 Engineering Design services, which has also been performed and which shall be split equally between the Parties in the same manner as set forth in the Agreement.

NOW, THEREFORE, the City and the Village agree as follows:

The fee for Part 2 Engineering Design services is Fifty-Three Thousand One Hundred Twenty-Four Dollars and Seventy-Five Cents (\$53,124.75). (See the City Engineer's invoice for Part 2 Engineering Services, attached hereto as Exhibit "A" and incorporated by reference herein.)

The City and the Village agree to split the total cost of \$53,124.75 equally, as provided in the original Agreement with the City paying the full amount to the City Engineer's firm and obtaining reimbursement from the Village for \$26,562.37 within thirty (30) days of the City submitting an invoice to the Village for that amount.

The provisions of this First Amendment shall take precedence over the provisions of the Agreement. All provisions of the Agreement which are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

The City and the Village have each caused this First Amendment to be executed after due authorization as the date aforesaid.

**CITY OF BEACHWOOD, OHIO**

By: \_\_\_\_\_  
Justin Berns, Mayor

Date: \_\_\_\_\_

The legal form of the within instrument  
is hereby approved.

By: \_\_\_\_\_  
R. Todd Hunt, Law Director, City of Beachwood, Ohio

Date: \_\_\_\_\_

**VILLAGE OF HIGHLAND HILLS,  
OHIO**

By: \_\_\_\_\_  
Michael L. Booker, Mayor

Date: \_\_\_\_\_

The legal form of the within instrument  
is hereby approved.

By: \_\_\_\_\_  
Thomas P. O'Donnell, Law Director, Village of Highland Hills, Ohio

Date: \_\_\_\_\_

## EXHIBIT A

### GPD Chagrin Culvert Phase 2

INVOICE DATE	INVOICE NUMBER	TOTAL VALUE	Purchase Order	Check Date	Check number	Approved by Beachwood Council
7/14/2023	2020119.02-22	\$30,108.75	2023-01821	8/17/2023	20662	Yes
8/11/2023	2020119.02-23	5248.5	2023-01821	9/7/2023	20834	Yes
9/8/2023	2020119.02-24	5049	2023-01821	10/5/2023	21068	Yes
11/10/2023	2020119.02-26	2195.5	2023-01821	2/8/2024	22102	Yes
12/8/2023	2020119.02-27	420	2023-01821	1/10/2024	21849	Yes
10/13/2023	2020119.02-25	3700	2023-01821	2/8/2024	22102	Yes
12/31/2023	2020119.02-28	6280	2023-01821	3/21/2024	22532	Yes
2/9/2024	2020119.02-29	123	2023-01821	3/21/2024	22532	Yes
Total		<u>\$53,124.75</u>				

Prepared LAH *LAH*  
*1/27/25*

**AGREEMENT**  
**Between**  
**THE CITY OF BEACHWOOD, OHIO**  
**And**  
**THE VILLAGE OF HIGHLAND HILLS, OHIO**

This Agreement (the "Agreement") has been made and entered into as of the \_\_\_\_ day of February, 2020, ("Effective Date") between the **CITY OF BEACHWOOD, OHIO** (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, and the **VILLAGE OF HIGHLAND HILLS, OHIO** (the "Village"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio. (The City and the Village are collectively referred to sometimes as the "Parties.")

**WITNESSETH:**

WHEREAS, Chagrin Blvd. is also known as State Route 422 and roughly fifty (50%) percent of the road is situated in both the City and the Village; and

WHEREAS, an existing culvert (hereinafter, the "Culvert") that is greater than ten (10) feet in width under Chagrin Blvd. is deteriorating and in need of replacement; and

WHEREAS, according to state law, any culvert in excess of ten feet is required to be replaced at the expense of the State of Ohio; and

WHEREAS, the State of Ohio Department of Transportation (hereinafter "ODOT") has agreed to be responsible for the total cost of rehabilitation of the Culvert provided that the City and the Village accept responsibility for design engineering costs; and

WHEREAS, the City and the Village agree to accept responsibility for design engineering costs with the City's engineer agreeing to take the lead in such design and both parties agreeing to split the design engineering costs equally.

NOW, THEREFORE, the City and the Village agree as follows:

**Section 1. Lead Engineer.**

The City and Village agree that the engineer for the City of Beachwood shall take the lead in planning, development, and design of the Culvert under Chagrin Blvd. The City and Village agree that the City shall also take the lead in the project and sign all necessary and related documents related to the project except any consent that ODOT requires of the Parties.

**Section 2. Provision of Documents to the Village.**

The Village will be provided copies of all documents and plans generated by the City and/or City Engineer or other parties regarding the rehabilitation of the Chagrin Blvd. Culvert.

**Section 3. Review of the Village Engineer of Design.**

The Village Engineer shall be invited to review and submit approval on behalf of the Village in the design of the Culvert, which approval shall not be unreasonably withheld.

**Section 4. Project Funding; Cost of Design.**

Both the City and the Village shall not be responsible for any costs or expenses related to the actual construction costs of the rehabilitation of the Culvert. ODOT has agreed to assume responsibility for all actual construction costs for the rehabilitation of the Culvert.

The City shall pay one hundred percent (100%) of the costs of the design engineering. The Village agrees to reimburse the City fifty percent (50%) of the total cost of design engineering within thirty (30) days after receipt of appropriate invoices from the City.

The Engineering Design for the Culvert rehabilitation shall be done in two (2) parts, more fully described as follows:

Part 1- Engineering Design shall include a feasibility/alternatives study to determine the options available to most efficiently rehabilitate the Culvert.

Part 2- Engineering Design shall include a detailed design for the alternative recommended by Part 1.

The fee for Part 1 is estimated to be a not to exceed amount of Thirty-Four Thousand Dollars (\$34,000.00). See Exhibit "A" attached hereto and incorporated herein by reference. The fee for Part 2 has not yet been determined. Once the Part 2 fee is determined, it will be presented to the Parties and their respective legislative authorities for approval through an amendment to this Agreement.

**Section 5. Consent for the Project.**

The City and the Village agree to grant consent for the design of the culvert and for the total rehabilitation of the Culvert by ODOT.

**Section 6. Notice.**

Any notice or communication between the Parties required or permitted to be given under this Agreement shall be deemed sufficiently given if delivered personally or mailed by U.S. registered or certified mail, and addressed as follows:

If to the City:	City of Beachwood Attention: Law Director 25325 Fairmount Blvd. Beachwood, Ohio 44122 Phone No.: (216) 595-5464 <a href="mailto:Diane.Calta@BeachwoodOhio.com">Diane.Calta@BeachwoodOhio.com</a>
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And to:	Joseph R. Ciuni, City Engineer GPD Group 5595 Transportation Blvd., Suite 100 Cleveland, Ohio 44125 Phone No.: (216) 927-8655 <a href="mailto:jciuni@gpdgroup.com">jciuni@gpdgroup.com</a>
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If to the Village:	Susan Hamilton, Village Engineer
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Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122  
Phone No.: (216) 283-3000  
Fax No.: (216) 283-3005

Any notices and other communications to be delivered by either party to the other pursuant to this Agreement shall be in writing and may be hand delivered or faxed or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited fax number or such other address or fax number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or fax number shall be deemed given until received by the party to be notified.

IN WITNESS WHEREOF, the City and the Village have each caused this Agreement to be executed after due authorization as of the date aforesaid.

(Witnesses as to the City of  
Beachwood, Ohio)

**CITY OF BEACHWOOD, OHIO**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

The legal form of the within instrument  
is hereby approved.

By: \_\_\_\_\_

Director of Law  
City of Beachwood, Ohio

Date: \_\_\_\_\_, 20\_\_

(Witnesses as to the Village of

Highland Hills, Ohio)

Marguerite Johnson

Marguerite Johnson

Printed Name

\_\_\_\_\_

Printed Name

Margaret Sikon

MARGARET SIKON

Printed Name

\_\_\_\_\_

Printed Name

The legal form of the within instrument  
is hereby approved.

By: Thomas F. O'Donnell

Director of Law

Village of Highland Hills, Ohio

Date: 2/13, 2020

**VILLAGE OF HIGHLAND HILLS,  
OHIO**

By: [Signature]  
Michael Booker

Its: Mayor \_\_\_\_\_

Date: 2/18/2020

And By: Michael L. Goodwin  
Michael Goodwin

Its: Council President

Date: 2/12/20

## EXHIBIT A



5595 Transportation Boulevard, Suite 100  
Cleveland, Ohio 44125

**Phone** 216.518.5544  
www.gpdgroup.com

City of Beachwood  
Honorable Martin S. Horwitz, Mayor  
25325 Fairmount Blvd.  
Beachwood, OH 44122

February 20, 2020  
2020119

### **RE: Chagrin Boulevard Culvert Rehabilitation Part 1 Design Fee Proposal**

Dear Mayor Horwitz:

As you are aware, the large box culvert beneath Chagrin Boulevard just west of Stratton Road is deteriorated and in need of replacement. ODOT has agreed to pay for construction of the project and manage the construction operations provided that the City of Beachwood and Village of Highland Hills provide all engineering design and related services required by ODOT. The City of Beachwood and Highland Hills will split the engineering costs equally. The design phase will be split into two parts. Part 1 will include a feasibility study to determine alternatives available to rehabilitate the culvert including complete replacement and in place relining of the structure. Part 2 will include final engineering design and plan preparation for the alternative recommended at the completion of Part 1. The scope and fee for Part 1 design is described below. Note that, with ODOT funding the project construction, various ODOT project development activities are required, including several Environmental engineering tasks.

Part 1 will include the following services:

- Field Survey and Basemapping of the project area. This will be performed by Steven Hovancsek & Associates acting as a subconsultant to GPD Group.
- Preparation of a study to determine the feasibility of various culvert relining solutions using alternate materials and a study of complete replacement of the culvert. In conjunction with the structural feasibility of each alternative, the hydraulic performance of each alternative will be evaluated to fully understand the associated upstream impacts. Potential downstream impacts with each alternative and the necessity for remedial downstream channel work will be considered as well. The downstream channel through the Highland Park Golf Course was recently improved and restored by a project completed by the Northeast Ohio Regional Sewer District and they will be consulted during this phase.
- Environmental Engineering tasks within Part 1 Preliminary Engineering and required by ODOT due to construction funding sources include the following:
  - To initiate the Cultural Resources coordination for this project, GPD Group will complete a Section 106 Scoping Request Form. The Section 106

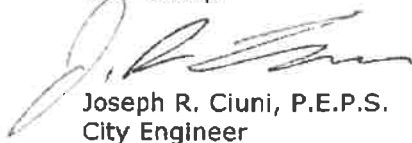
Scoping Request form will be submitted to ODOT for review and coordination.

- o GPD Group will complete a Level 1 Ecological Survey for the project study area. All recognized ecological resources identified in the field, and any features identified on existing mapping resources, will be documented for use in the feasibility study.
  - o GPD Group will conduct a Regulated Materials Review (RMR) Screening in accordance with the current ODOT Regulated Materials Review Manual. Environmental personnel will utilize the potential project limits, right-of-way acquisition potential, and general details concerning any proposed excavation to perform this review.
- Necessary coordination with ODOT and NEORSD related to the Part 1 findings and recommended improvements.

The estimated fee to perform the Part 1 Feasibility Study as described is \$33,874.00. Invoicing will be submitted using GPD's standard hourly rates on file with the City for services performed by GPD Group. Services performed by Stephen Hovancsek & Associates will be invoiced to the City as a project expense. See attached proposal from Stephen Hovancsek & Associates for the field survey and basemapping portion of Part 1.

If you have any questions or need to discuss this proposal further, please contact me.

Sincerely,  
GPD Group



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

cc: file

City of Beachwood - Chagrin Culvert Replacement  
Part 1 Fee - Site Survey & Feasibility Study

20-Feb-20



Item/Task	Project Manager	Senior Engineer	Design Engineer	Senior Landscape Architect	Senior Designer	CAO Drafter	Sr Environmental Specialist	Total Hours
Prepare Structure Feasibility Study	8	40						48
Prepare Preliminary Structure Site Plan	2	12	16					30
Prepare Hydrology and Hydraulic Analyses of Study Alternatives	2	28	16	2				48
Down Stream Evaluations	2	16	8	4				30
Environmental - Prepare Cultural Resources Scoring Request							12	12
Environmental - Prepare Level 1 ESR							32	32
Environmental - Prepare RMA Screening							28	28
ODOT & NEORSD Coordination	12		8					20
								0
<b>Totals</b>	<b>26</b>	<b>96</b>	<b>48</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>248</b>
Hourly Rate	\$109.00	\$100.00	\$92.50	\$100.00	\$78.50	\$71.00	\$100.00	
Fee	\$2,834.00	\$9,600.00	\$4,440.00	\$600.00	\$0.00	\$0.00	\$7,200.00	\$24,674.00
Site Survey & Mapping by Novenaak Assoc.								\$ 9,200.00
<b>Total Cost</b>								<b>\$ 33,874.00</b>



**STEPHEN HOVANCSEK & ASSOCIATES, INC.**

*Consulting Engineers & Planners*

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-5255

FAX No: (216) 731-4483

February 13, 2020

GPD GROUP  
5595 Transportation Blvd. Suite 100  
Cleveland, OH 44125  
Attn: Joseph R. Ciuni PE PS  
City of Beachwood Engineer

**Re: SURVEYING SERVICES PROPOSAL FOR THE  
EXISTING FEATURES SITE PLAN & BASE  
MAPPING FOR THE CHAGRIN CULVERT PROJECT**

Mr. Ciuni,

The firm of Stephen Hovancsek & Associates, Inc. is pleased to provide you with a proposal for surveying and AutoCAD services for the above reference project, based on the following scope of services.

**PROJECT AREA:**

The project area will be known as parts of the properties having the Cuyahoga County Parcel Numbers of 742-09-002 (City of Beachwood), 751-01-001 & 751-01-003 (City of Highland Hills) along with a portion of the right of way of Chagrin Blvd. The portions of said properties that will be considered as the project area are to be known as the following: The existing culvert outlet, the stream running south of culvert for roughly 300', the right of way of Chagrin Blvd beginning at Stratton Road and heading west for roughly 700', any and all storm sewer features that terminate in the Chagrin Blvd. culvert, as well as any surrounding areas that are deemed necessary to complete this project in its entirety. The project area is also known as the area that is depicted on the map that was provided to our office entitled "Chagrin Culvert Part 1 Survey Limits"

**SCOPE OF SERVICES (EXISTING FEATURES SITE PLAN)**

- Perform a topographic survey showing all existing features within the project area. Topographic survey will encompass enough spot grades to show watershed, at one (1) foot contours, of the project area.
- We will locate the existing utilities by means of our standard surveying procedures, which include the field location of obvious above grade utility appurtenances, such as manholes, catch basins and valves, and the use of record data obtained from the property owner and/or information obtained by an OUPS preplanning/design ticket. The location of underground utility lines for which no above grade field evidence exists will be shown only from record data provided. Our firm does not have ground-penetrating devices to determine the locations of underground utility lines

**SURVEYING SERVICES PROPOSAL FOR THE  
EXISTING FEATURES SITE PLAN & BASE  
MAPPING FOR THE CHAGRIN CULVERT PROJECT**

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- We will show inverts and directions on any utility that can be opened with a reasonable effort and will not cause damage to caps or castings
- Locate above grade topographic features within the project area including but not limited to building limits, driveways, sidewalks, trees, guardrails, signs, pavement limits and curbing
- The basis for the survey will be the State Plane Coordinate System
- We will produce an AutoCAD drawing at a scale and paper size that is approved by the client.

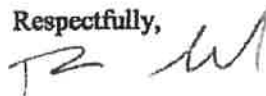
**PROJECT FEE (EXISTING FEATURES SITE PLAN)**

*The services as described shall be performed for a LUMP SUM FEE of \$9,200.00.*

*Surveys are scheduled after the signed authorization is provided to our office for the project. If timeframe is a critical factor for the project I would suggest you check with us at the time you are considering authorization to obtain an approximate schedule to see if it will satisfy your needs.*

If you have any questions, please feel free to contact me. If this proposal is acceptable to you, please execute the attached Authorization and return it to our office.

Respectfully,



Ryan A. Snezek, P.S.  
Director of Surveying Services  
Stephen Hovancsek & Assoc.

**SURVEYING SERVICES PROPOSAL FOR THE  
EXISTING FEATURES SITE PLAN & BASE  
MAPPING FOR THE CHAGRIN CULVERT PROJECT**

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**Authorization: (EXISTING FEATURES SITE PLAN)**

I, the undersigned, hereby authorize the firm of Stephen Hovancsek & Associates, Inc. to perform the services listed in this proposal for a **LUMP SUM FEE of \$9,200.00.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

**Terms**

Payment is due upon receipt and is past due thirty (30) days from date of invoice. If the Client has any valid reason for disputing any portion of an invoice, Client will so notify Stephen Hovancsek & Associates, Inc. within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. After thirty (30) days from date of invoice a finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by the Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client.