



December 16, 2024
Regular Meeting
7:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) **Meeting called to order by Council President**
- 2) **Roll Call of Council Members**
- 3) **Excuse absent members**
- 4) **Amendments to the Agenda (if necessary)**
- 5) **Approval of minutes from previous meeting(s)**
- 6) **Communications from the Mayor**
- 7) **City Administrator's Report**
- 8) **Departmental Report(s)**
- 9) **Report of the Clerk of Council**
- 10) **Public Comment - Legislative Agenda Items only**
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2 minutes. The Council President reserves the right to reduce the time limit based on the volume of business on the agenda),
- 11) **Public Comment - General**
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2 minutes. The Council President reserves the right to reduce time limit based on the volume of business on the agenda).
- 12) **LEGISLATION**
Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and

Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 246-2024(AS): First Reading. A Resolution appointing Chris Brace as a member of the Transportation and Mobility Committee of the City of Cleveland Heights, OH; to complete a vacated unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 247-2024(AS): First Reading. A Resolution appointing Austin Cummings as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2026; setting the unexpired term of office ending 2026 to end December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 248-2024(AS): First Reading. A Resolution appointing Leora Porter as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2027; setting the unexpired term of office ending 2027 to end December 31, 2027; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 249-2024(AS): First Reading. A Resolution appointing Stacy Hackel Snow as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2025; setting the unexpired term of office ending 2025 to end December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 250-2024(AS): First Reading. A Resolution appointing Markietta Stevenson as the alternate member of the Fair Practices Board for a term ending on December 31, 2028; and declaring the necessity that this

legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 251-2024(PSH): First Reading. A Resolution authorizing an agreement with Dell Technologies to purchase computer equipment through the Ohio Department of Administrative Services Cooperative Purchasing Program; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 252-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Brown and Caldwell for construction administration services relating the Project No. 24-08, Sanitary Sewer Repair Project – Phase I and Project No. 24-13, Sanitary Sewer Repair Project – Phase II; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 253-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Wade Trim, Inc., for construction administration and resident observation services relating to Project 24-12, CH-30 SSO Control, and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 254-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group., for construction management services relating to Project No. 24-19, the East Fairfax water main replacement project; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 255-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group., for construction administration and inspection services relating to Project No. 24-16, the Cain Park Stramp Project (Cain Park Access and Seating Improvement); and declaring the necessity that this legislation become

immediately effective as an emergency.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 256-2024(MSES): First Reading. A Resolution authorizing an agreement with Classic Ford of Madison to purchase a 2024 Ford Transit Cargo Van through the Ohio Department of Administrative Services Cooperative Purchasing Program; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 257-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Classic Ford of Madison for the purchase of one 2025 Ford Escape Hybrid and one 2024 Transit Cargo Van through the Ohio Department of Administrative Services Cooperative Purchasing Program and the trade-in of a 2023 Ford Explorer; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 258-2024(PSH): First Reading. A Resolution to suspend enforcement of Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights for the period ending December 31, 2025, or at such earlier time as Council may subsequently prescribe, on specified streets; providing for on-street overnight permit parking on specified portions of Kensington, Hillcrest, Belmar, Glenmont and Eddington Roads; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 259-2024(HB): First Reading. An Ordinance amending Chapter 1311, Administration, Fees and Penalty; of Title Three, Local Provisions; of Part Thirteen, Building Code of the Codified Ordinances of Cleveland Heights to revise and add certain fees for procedures and services pertaining to the administration and enforcement of the Building & Permitting Division, and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 260-2024(COTW): First Reading. A Resolution substituting the scope of work for the grant to Reaching Heights, Inc. (“Reaching Heights”) originally authorized through Ordinance No. 179-2023; authorizing the Mayor to execute an agreement with Cleveland Heights-University Heights School District, and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Posch
Move for Adoption

RESOLUTION NO. 261-2024(AS): First Reading. A Resolution authorizing the renewal of the City’s property, vehicle, law enforcement, general, employment practices, and public official liability coverage for the City and its employees with the Public Entities Pool of Ohio for the calendar year 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 265-2024(F): First Reading. An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2025 through March 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda
Move for Adoption

ORDINANCE NO. 266-2024(CRR): First Reading. An Ordinance authorizing the Mayor to execute a design-build contract with The AKA Team, Inc. for the Cain Park Restrooms Renovation Project and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

b. Second Readings

RESOLUTION NO. 241-2024(CRR): Second Reading (Amended 12.16.2024). A Resolution authorizing the Mayor to execute a contract with OHM Advisors for the preparation of a Parks, Recreation, and Open Space Master Plan.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 242-2024(CRR): Second Reading. A Resolution authorizing the Mayor to execute an agreement with SCG Fields, LLC (“SCG”) through The Interlocal Purchasing System (“TIPS”) for the design, provision, installation, and related construction services for the public improvement of a new synthetic turf soccer field at Denison Park; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 243-2024(CRR): Second Reading. A Resolution authorizing the Mayor to execute an agreement with Farnham Equipment Company through the Sourcewell Cooperative Purchasing Program, for the provision, installation of, and related construction services for, the public improvement of new seating for Cain Park’s Alma and Evans Amphitheaters; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 244-2024(HB): Second Reading. An Ordinance enacting Section 1351.35 of the Codified Ordinances of Cleveland Heights, Ohio, entitled “Tenants’ Rights and Responsibilities.”

Introduced by Councilmember Petras
Move for Adoption

c. Third Readings

RESOLUTION NO. 229-2024(PD): Third Reading (Amended 12.16.2024). A Resolution authorizing the Mayor to enter into an agreement with American Builders and Applicators, LLC, a certified lead abatement contractor, for the use of Lead Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based paint hazards at Permanent Parcel Number 683-11-079; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 238-2024(F): Third Reading. An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2025 through December 31, 2025; and declaring the necessity that this legislation become immediately

effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

d. Consent Agenda

RESOLUTION NO. 262-2024(CRR): First Reading. A Resolution supporting the Ohio Commission for the United States Semiquincentennial (AMERICA250-OH).

Introduced by Mayor Seren

RESOLUTION NO. 263-2024(CRR): First Reading. A Resolution proclaiming January 11, 2025 as *National Human Trafficking Awareness Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Vice President Russell

RESOLUTION NO. 264-2024(CRR): First Reading. A Resolution proclaiming January 2025 as *National Poverty in America Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Vice President Russell

Move to Suspend Rules
Move for Adoption

13) Committee Reports

14) Old Business

15) New Business

16) Council Member Comments

(**Note:** Council comments should directly relate to the business of the City of Cleveland Heights, rather than personal reflection or commentary. A maximum 3-minute time limit applies, but the Council President may reduce time limit based on the volume of business on the agenda, the time of evening, or other similar factors.)

17) Council President's Report

18) Adjournment

NEXT MEETING OF COUNCIL: JANUARY 6, 2025

Proposed: 12/16/2024

RESOLUTION NO. 246-2024(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Chris Brace as a member of the Transportation and Mobility Committee of the City of Cleveland Heights, OH; to complete a vacated unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Transportation and Mobility Committee shall consist of eight (8) members, four (4) of whom shall be appointed by City Council and three (3) by the Mayor subject to Council approval by majority vote, all of whom shall serve two (2) year terms. An additional non-voting member shall be the City Administrator who shall serve as the Committee's Co-chair.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Chris Brace as a member of the Transportation and Mobility Committee to complete a vacated term ending December 31, 2025.

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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the efficient operation of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 246-2024(AS)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/06/2024

RESOLUTION NO. 247-2024(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Austin Cummings as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2026; setting the unexpired term of office ending 2026 to end December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, City Council passed Ord. No. 27-1976 on April 5, 1976, enacting Cleveland Heights Cod. Ord. Chapter 749, entitled "Housing Delivery System," and creating the Cleveland Heights Housing Board consisting of three members who are residents of the City appointed by City Council; and

WHEREAS, under Cleveland Heights Cod. Ord. 749.05, of the members first appointed to the Housing Board, one was to hold office for a term of one year, one was to hold office for a term of two years, and the third was to hold office for a term of three years; and their successors were to be appointed for terms of three years, except where the appointment was to complete an unexpired term; and

WHEREAS, City Council passed Ord. No. 16-1983 on February 7, 1983, amending Cleveland Heights Cod. Ord. Chapter 749 to provide the Cleveland Heights Housing Board with additional powers and to rename the Board the Fair Housing Board; and

WHEREAS, City Council passed Ord. No. 204-2013 on December 16, 2013, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Fair Housing Board to hear and investigate complaints concerning discrimination in places of public accommodation in addition to the housing context, to rename the Chapter "Fair Practices," and to rename the Board the Fair Practices Board; and

WHEREAS, City Council passed Ord. No. 123-2014 on November 3, 2014, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Board to hear complaints concerning discrimination in the employment and education context and to create a Complaint Officer to conduct preliminary investigations of complaints; and

WHEREAS, Cleveland Heights Cod. Ord. 749.04, as currently enacted, establishes a Fair Practice Board with three members and one alternate member who are residents of the City appointed by City Council, and grants City Council the authority to fill all vacancies by appointment for the unexpired term; and

WHEREAS, all offices of the Fair Practices Board are currently vacant.

RESOLUTION NO. 247-2024(AS)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Austin Cummings as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending in 2026.

SECTION 2. The unexpired term of office ending 2026 shall end December 31, 2026.

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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such being the need for the Fair Practices Board to have sufficient membership for a quorum for the purpose of conducting the Board's business and to timely hear pending complaints of discriminatory practices. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 247-2024(AS)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/06/2024

RESOLUTION NO. 248-2024(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Leora Porter as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2027; setting the unexpired term of office ending 2027 to end December 31, 2027; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, City Council passed Ord. No. 27-1976 on April 5, 1976, enacting Cleveland Heights Cod. Ord. Chapter 749, entitled "Housing Delivery System," and creating the Cleveland Heights Housing Board consisting of three members who are residents of the City appointed by City Council; and

WHEREAS, under Cleveland Heights Cod. Ord. 749.05, of the members first appointed to the Housing Board, one was to hold office for a term of one year, one was to hold office for a term of two years, and the third was to hold office for a term of three years; and their successors were to be appointed for terms of three years, except where the appointment was to complete an unexpired term; and

WHEREAS, City Council passed Ord. No. 16-1983 on February 7, 1983, amending Cleveland Heights Cod. Ord. Chapter 749 to provide the Cleveland Heights Housing Board with additional powers and to rename the Board the Fair Housing Board; and

WHEREAS, City Council passed Ord. No. 204-2013 on December 16, 2013, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Fair Housing Board to hear and investigate complaints concerning discrimination in places of public accommodation in addition to the housing context, to rename the Chapter "Fair Practices," and to rename the Board the Fair Practices Board; and

WHEREAS, City Council passed Ord. No. 123-2014 on November 3, 2014, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Board to hear complaints concerning discrimination in the employment and education context and to create a Complaint Officer to conduct preliminary investigations of complaints; and

WHEREAS, Cleveland Heights Cod. Ord. 749.04, as currently enacted, establishes a Fair Practice Board with three members and one alternate member who are residents of the City appointed by City Council, and grants City Council the authority to fill all vacancies by appointment for the unexpired term; and

WHEREAS, all offices of the Fair Practices Board are currently vacant.

RESOLUTION NO. 248-2024(AS)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Leora Porter as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2027.

SECTION 2. The unexpired term of office ending 2027 shall end December 31, 2027.

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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the Fair Practices Board to have sufficient membership for a quorum for the purpose of conducting the Board's business and to timely hear pending complaints of discriminatory practices. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/06/2024

RESOLUTION NO. 249-2024(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Stacy Hackel Snow as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2025; setting the unexpired term of office ending 2025 to end December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, City Council passed Ord. No. 27-1976 on April 5, 1976, enacting Cleveland Heights Cod. Ord. Chapter 749, entitled "Housing Delivery System," and creating the Cleveland Heights Housing Board consisting of three members who are residents of the City appointed by City Council; and

WHEREAS, under Cleveland Heights Cod. Ord. 749.05, of the members first appointed to the Housing Board, one was to hold office for a term of one year, one was to hold office for a term of two years, and the third was to hold office for a term of three years; and their successors were to be appointed for terms of three years, except where the appointment was to complete an unexpired term; and

WHEREAS, City Council passed Ord. No. 16-1983 on February 7, 1983, amending Cleveland Heights Cod. Ord. Chapter 749 to provide the Cleveland Heights Housing Board with additional powers and to rename the Board the Fair Housing Board; and

WHEREAS, City Council passed Ord. No. 204-2013 on December 16, 2013, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Fair Housing Board to hear and investigate complaints concerning discrimination in places of public accommodation in addition to the housing context, to rename the Chapter "Fair Practices," and to rename the Board the Fair Practices Board; and

WHEREAS, City Council passed Ord. No. 123-2014 on November 3, 2014, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Board to hear complaints concerning discrimination in the employment and education context and to create a Complaint Officer to conduct preliminary investigations of complaints; and

WHEREAS, Cleveland Heights Cod. Ord. 749.04, as currently enacted, establishes a Fair Practice Board with three members and one alternate member who are residents of the City appointed by City Council, and grants City Council the authority to fill all vacancies by appointment for the unexpired term; and

WHEREAS, all offices of the Fair Practices Board are currently vacant.

RESOLUTION NO. 249-2024(AS)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Stacy Hackel Snow as a member of the Fair Practices Board to fill a vacancy for the remainder of the unexpired term ending 2025.

SECTION 2. The unexpired term of office ending 2025 shall end December 31, 2025.

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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the Fair Practices Board to have sufficient membership for a quorum for the purpose of conducting the Board's business and to timely hear pending complaints of discriminatory practices. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 249-2024(AS)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/06/2024

RESOLUTION NO. 250-2024(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Markietta Stevenson as the alternate member of the Fair Practices Board for a term ending on December 31, 2028; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, City Council passed Ord. No. 27-1976 on April 5, 1976, enacting Cleveland Heights Cod. Ord. Chapter 749, entitled "Housing Delivery System," and creating the Cleveland Heights Housing Board consisting of three members who are residents of the City appointed by City Council; and

WHEREAS, City Council passed Ord. No. 16-1983 on February 7, 1983, amending Cleveland Heights Cod. Ord. Chapter 749 to provide the Cleveland Heights Housing Board with additional powers and to rename the Board the Fair Housing Board; and

WHEREAS, City Council passed Ord. No. 204-2013 on December 16, 2013, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Fair Housing Board to hear and investigate complaints concerning discrimination in places of public accommodation in addition to the housing context, to rename the Chapter "Fair Practices," and to rename the Board the Fair Practices Board; and

WHEREAS, City Council passed Ord. No. 123-2014 on November 3, 2014, amending Cleveland Heights Cod. Ord. Chapter 749 to expand the role and jurisdiction of the Board to hear complaints concerning discrimination in the employment and education context and to create a Complaint Officer to conduct preliminary investigations of complaints; and

WHEREAS, Cleveland Heights Cod. Ord. 749.04, as currently enacted, establishes a Fair Practice Board with three members and one alternate member who are residents of the City appointed by City Council, and City Council fills all vacancies by appointment for the unexpired term; and

WHEREAS, all offices of the Fair Practices Board are currently vacant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby appoints Markietta Stevenson as the alternate member of the Fair Practices Board for a term ending on December 31, 2028.

RESOLUTION NO. 250-2024(AS)

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 in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the Fair Practices Board to have sufficient membership for a quorum for the purpose of conducting the Board's business and to timely hear pending complaints of discriminatory practices. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 12/13/2024

To: Council

From: Ryan Prosser

Subject: Computer Equipment

Purpose Statement:

To purchase 40 desktop computers, 15 laptop computers with docking stations, and 12 computer monitors through the Ohio Department of Administrative Services Cooperative Purchasing Program.

Is this legislation recurring: Yes: _____ No: ☒ _____

Is emergency language necessary: Yes: ☒ _____ No: _____

If yes, why?

To encumber budgeted funds for the year 2024

Is passage on first reading necessary: Yes: ☒ _____ No: _____

If yes, why?

To encumber budgeted funds for the year 2024

If funding is required, is it already budgeted for? Yes: ☒ _____ No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

RESOLUTION NO. 251-2024(PSH), *First Reading*

By Mayor Seren

A Resolution authorizing an agreement with Dell Technologies to purchase computer equipment through the Ohio Department of Administrative Services Cooperative Purchasing Program; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cleveland Heights Cod. Ord. 171.11 authorizes the purchase of machinery, materials, supplies, and other articles through the Ohio Department of Administrative Services Cooperative Purchasing Program ("DAS CPP") without obtaining competitive bids; and

WHEREAS, the Mayor has determined that the computer equipment may be purchased through the DAS CPP at a lower price than could be obtained through bidding and that it would be in the City's best interests to purchase said equipment by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement with Dell Technologies to purchase 40 desktop computers, 15 laptop computers with docking stations, and 12 computer monitors through the Ohio Department of Administrative Services Cooperative Purchasing Program under State Contract No. STS033-534109. The purchase price shall not exceed the sum of \$58,524.63. All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber budgeted funds for the year 2024. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 251-2024(PSH)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: December 4, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heitzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Construction Administration Services with Brown and Caldwell

Purpose Statement: This legislation is for the Mayor to enter into an agreement with Brown and Caldwell for construction administration services in the amount of \$352,429.00 for Project No. 24-08 Sanitary Sewer Repair Project -Phase I *and* Project No. 24-13 Sanitary Sewer Repair Project - Phase 2.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To encumber ARPA funding in 2024

Is passage on first reading necessary: Yes: X No: _____

If yes, why? To allow for the encumbrance these services in connection to sewer projects under ARPA funding.

If funding is required, is it already budgeted for? Yes : X No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

RESOLUTION NO. 252-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Brown and Caldwell for construction administration services relating the Project No. 24-08, Sanitary Sewer Repair Project – Phase I and Project No. 24-13, Sanitary Sewer Repair Project – Phase II; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction management services relating to the Sanitary Sewer Repair Project – Phase I and the Sanitary Sewer Repair Project – Phase II;

WHEREAS, the Mayor has recommended that the services offered by Brown and Caldwell best meets the City’s needs; and

WHEREAS, such services are professional services for which no bidding is necessary;

WHEREAS, Ordinance No. 140-2021, passed November 15, 2021, authorized the appropriation of funds awarded through the American Rescue Plan Act of 2021 (“ARPA”) for sewer infrastructure improvement projects under Expenditure Category 5 of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with Brown and Caldwell to provide professional construction management services relating to the Sanitary Sewer Repair – Phase 1 and Sanitary Sewer Repair – Phase II projects. The contract shall provide for services as set forth in the Scope of Services dated November 14, 2024 submitted by Brown and Caldwell a copy of which is attached hereto as Exhibit “A” and incorporated herein. Compensation for the services detailed therein shall not Three Hundred Fifty-Two Thousand Four Hundred Twenty-Nine dollars and no cents (\$352,429.00). All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

RESOLUTION NO. 252-2024(MSES)

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

in Prism Project _____

AGREEMENT FOR CONSULTING SERVICES
BETWEEN _____ [Name of Client]
AND BROWN AND CALDWELL
FOR Sanitary Sewer Pipe Repairs Project Phase 1 and 2 Construction Administration

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between [name of client], hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to [brief descriptive phrase or title];

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated _____. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "_____" dated _____ (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

Review of Trenching Plans. Pursuant to Section 6705 of the California Labor Code, Client delegates its authority to review trenching plans submitted by contractor. Client agrees that for the purpose of performing these services, Consultant shall be an agent of Client, entitled to all rights of defense and indemnification provided by law and statute, including but not limited to, those rights contained in the California Government Code.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.

6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within ____ calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and

approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally

proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such

time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and

demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.

2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

Except for termination of Consultant by Client for cause, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Eric Dunn
Project Manager
Brown and Caldwell
6055 Rockside Woods Blvd
Suite 350
Independence, OH 44131

[Name]
[Title]
[Client's Name]
[Address]
Fax: [number]

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV. AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell

[CLIENT]

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Federal Tax ID number: 94-1446346

Exhibit A. Description of Project

The Client is procuring two construction contracts to repair sanitary sewer pipes throughout the City. Consultant will provide construction administration services to assist the City with verifying contract compliance including bidding assistance, submittal reviews and resident engineering services. The approximate value of the constructed improvements is \$3,600,000 with funding from the American Rescue Plan Act (ARPA)

Exhibit B Scope of Services

Task 101 Project Management

Consultant will monitor, control and manage Consultant's services during the course of the project. This includes maintaining project records, invoicing and reporting. Consultant assumes a ten-month active duration for the completion of Phase 1 of the Sanitary Sewer Pipe Repair Project and seven-month active duration for the completion of Phase 2 of the Sanitary Sewer Pipe Repair Project. "Active" duration indicates the total anticipated time that the contractor will be mobilized for work and require field oversight, not the stated contract duration in the construction contracts which is longer and includes office time for the contractors.

Task 102 Construction Meetings

Consultant will participate in a separate pre-construction meeting for each contract. Any additional meetings required will be provided from the RE services budget.

Task 103 Submittals

Consult will:

- Maintain project files of approved submittals for each contract.
- Review detailed construction shop drawings and other information submitted by the Contractors for compliance with the design concept and the requirements of the Contract Documents. Such data shall be recommended for approval, returned for revision, rejected, or noted as information only.
- Consultant assumes up to fifty (50) submittals and ten (10) re-submittals for the Phase 1 contract. Submittals reviews will be coordinated with others performing Fabrizio submittal reviews for other construction contracts to increase efficiency.
- Consultant assumed up to thirty (38) submittals and five (5) resubmittals for the Phase 2 contract.

Task 104 Contractor questions/RFIs

Consultant will prepare responses to up to ten (10) RFI's requests for interpretation (RFIs) for each contract. Consultant will consider and evaluate up to five (5) Contractor's suggestions for modifications for each contract and report recommendations to the Client.

Task 105 - Change Orders

Consultant will assist in the preparation of and administration of work authorizations and claims. For each contract, consultant assumes up to five (5) work authorizations and one (1) claim..

Task 106 - RE Services

Consultant will provide for One-hundred eighteen (84) 10-hour working days of construction inspection for Phase 1 and Phase 2. 84 is 50% of the total anticipated One-hundred sixty-eight (168) working days. The remaining 50% will be covered by the City. During the period of overlap between the Phase 1 and Phase 2 contract, consultant will divide the 10-hour working days to provide coverage for key construction activities. The City may choose to reduce the number of days provided by Consultant if other services are requested and mutually agreed upon.

Task 107 – Closeout

Consultant will review Contractor's as-built red line drawings for accuracy and completeness.
Consultant will compile record drawings from reviewed contractor as-built red line drawings.
Consultant will assist with review of 1-year warranty inspections for CIPP lining.

Exhibit C Compensation

	Project Manager	Senior Construction Engineer	Engineer II / Senior Inspector	Engineer / Inspector	
Total					
Rate	\$255.64	\$231.00	\$154.00	\$123.20	
Hours	145	626	572	671	
	\$37,067.80	\$144,606.00	\$88,088.00	\$82,667.20	
TOTAL	\$352,429.00				
101 Project Management					\$ 37,437.40
Phase 1	50.00		20.00	50.00	
Phase 2	35.00		14.00	35.00	
102 Client and Contractor Meetings					\$ 3,080.00
Phase 1 Preconstruction meeting		4.00	4.00		
Phase 2 Preconstruction meeting		4.00	4.00		
103 Submittals					\$ 92,282.96
Phase 1 Submittals		60.00		180.00	
Phase 1 Submittal/RFI/Change log	20.00	10.00	30.00	20.00	
Phase 2 Submittals		44.00		172.00	
Phase 2 Submittal/RFI/Change log	14.00	10.00	18.00	14.00	
104 Contractor Questions/RFIs					\$ 19,096.00
Phase 1 RFIs		20.00		40.00	
Phase 2 RFIs		20.00		40.00	
105 Change Orders, Claims					\$ 14,155.68
Phase 1 Work Authorizations and Claims	6.00	12.00	24.00		
Phase 2 Work Authorizations and Claims	6.00	8.00	18.00		
106 RE Services					\$ 161,700.00
Phase 1 Onsite Inspection		300.00	300.00		
Phase 2 Onsite Inspection		120.00	120.00		
107 Closeout					\$ 24,676.96
Phase 1 Record Drawings	4.00	4.00		60.00	
Phase 2 Record Drawings	4.00	4.00		60.00	
Phase 2 Warranty Support	6.00	6.00	20.00		
Total Hours	145.00	626.00	572.00	671.00	\$ 352,429.00



Date: December 4, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heitzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Construction Administration Services with Wade Trim, Inc.

Purpose Statement: This legislation is for the Mayor to enter into an agreement with Wade Trim, Inc. for construction administration and resident observation services in the amount of \$62,960.00 for Project No. 24-12, CH-30 SS0 Control. .

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To encumber ARPA funding in 2024

Is passage on first reading necessary: Yes: X No: _____

If yes, why? To allow for the encumbrance the East Fairfax waterline replacement project under ARPA funding.

If funding is required, is it already budgeted for? Yes : X No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

RESOLUTION NO. 253-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Wade Trim, Inc., for construction administration and resident observation services relating to Project 24-12, CH-30 SSO Control, and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction administration and resident observation services relating to CH-30 SSO Control Project; and

WHEREAS, the Mayor has recommended that the services offered by Wade Trim, Inc., best meet the City's needs; and

WHEREAS, such services are professional services for which no bidding is necessary;

WHEREAS, Ordinance No. 140-2021, passed November 15, 2021, authorized the appropriation of funds awarded through the American Rescue Plan Act of 2021 ("ARPA") for sewer infrastructure improvement projects under Expenditure Category 5 of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with Wade Trim, Inc. to provide professional construction administration and resident observation services relating to the CH-30 SSO Control Project. The contract shall provide for services as set forth in the Scope of Services dated December 3, 2024, submitted by Wade Trim, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein. Compensation for the services detailed therein shall not exceed Sixty Two Thousand Nine Hundred and Sixty Dollars (\$62,960). All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of

RESOLUTION NO. 253-2024(MSES)

five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim Ohio as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Construction Administration and Resident Observation Services for CH-30 SSO Mitigation Project between the City of Cleveland Heights, 40 Severance Circle, Cleveland Heights OH, 44118, hereinafter called "Owner," and Wade Trim 1621 Euclid Avenue Suite 900, Cleveland OH, 44115, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

See attached proposal (Exhibit A) dated December 5, 2024.

B. Owner agrees to pay Professional as compensation for Professional's services as follows:

Compensation for the proposed scope of services is detailed in Exhibit B. Said compensation shall be a not to exceed fee of \$62,960.

C. Owner agrees to establish an allowance of \$0 for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

Work described in the attached scope of services will be completed within 1 year of construction commencing.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Kahlil Seren
(Print Name)

By: Matt Leach, P.E.
(Print Name)

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Wade Trim, Inc.

1100 Superior Avenue East, Suite 1710 • Cleveland, OH 44114
216.363.0300 • www.wadetrim.com

December 5, 2024

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

Attention: Collette Clinkscale
Director of Public Works

Re: CH-30 SSO Mitigation Project – Proposed Construction Administration Services

Dear Ms. Clinkscale:

We are pleased to submit this letter proposal for Construction Administration and Resident Observation Services for the CH-30 SSO Mitigation Project. Our proposal confirms our scope of work, proposed schedule, and budget effort estimate. We look forward to your review of this proposed content and fee proposal at your earliest convenience.

PROJECT UNDERSTANDING/SUMMARY

Wade Trim (WT) shall provide Construction Administration and Resident Observation Services to the City of Cleveland Heights as outlined in the task descriptions described herein. Services were developed based on previous services provided to the City of Cleveland Heights.

PROJECT SCOPE OF WORK

This scope of services is intended to assist the City of Cleveland Heights in administering the contract for construction, monitoring the performance of the contractor, verifying that the contractor's work is in compliance with the contract documents, and assisting the City of Cleveland Heights in responding to events that occur during construction. This scope is based on the understanding that the City of Cleveland Heights will contract directly with the contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other action necessary for the completion of the construction. This scope is also based on the City of Cleveland Heights executing a contract for construction with the Contractor that is consistent with this scope of services, and which provides the requisite authority for WT to fulfill its contractual responsibilities.

Description of Project

South Taylor Road CH-30 SSO Mitigation is a project that will divert all sanitary sewerage flows from South Taylor Road, upstream of SSO CH- 30 and direct them to the NEORSD Lee Superior Relief Sewer. This project has a limited project area, essentially just the South Taylor Road and Washington Boulevard intersection. It includes one manhole installation, some sanitary sewer, some storm sewer, and includes a detailed internal drop connection to a District structure. The drop connection also includes a structural thrust restraint at the chamber bottom and an access cleanout/chamber near the chamber rim. The storm sewer in South Taylor Road will be removed temporarily to install the sanitary sewer diversion chamber manhole and then installed again.

All surface features will be replaced in kind after the underground infrastructure has been installed. Minimal by-pass pumping will be needed for this project if sequenced appropriately by the contractor.

The WT team shall provide Construction Administration and Resident Observation Services to the City of Cleveland Heights as outlined in the task descriptions herein. WT will assign a project manager that will be the primary contact for the City of Cleveland Heights and will be responsible for coordinating the resources and needs for the Project. Work will begin upon receipt of written notice to proceed from the City of Cleveland Heights.

1.0 Construction Phase Services

WT will assign a project manager that will be the primary contact for the City of Cleveland Heights (CITY) and will be responsible for coordinating the resources and needs for WT for the project. The services of WT shall consist of coordinating all aspects of the construction of the Project for the CITY, in accordance with the plans and specifications which shall include, but are not limited to the following:

1.1 Project Management/Administration Services

1. General - The Construction Phase will commence with the award of the Construction Contracts and shall terminate when the Final Certificates for Payment for the Project are issued by the CITY. The physical construction work will start upon the issuance of the Notice-to-Proceed (NTP).

WT will be the CITY's authorized representative during the Construction Phase to administer, coordinate, and monitor the work of the Contractor and shall advise and consult with the CITY regarding all aspects of the Project. WT will have the authority to act on behalf of the CITY consistent with the terms and conditions set forth in this agreement.

2. Insurance - The City shall provide WT with a copy of all the Contractor's insurance certificates. The City shall provide notice to WT of all cancellation notices received by the City under such policies within five (5) working days of the City's receipt thereof. WT shall notify the Contractor that they are not permitted to enter the site when the Contractor is not in compliance with the insurance requirements.
3. Permits - WT will verify that the CONTRACTOR has obtained all applicable permits and complied with notifications required by local, state, or federal agencies prior to the start of construction.
4. Safety Programs - WT shall review the safety programs as developed by the Contractor. WT shall not be responsible for the Contractor's implementation or compliance with the safety program, nor shall WT be responsible for the adequacy or completeness of the Contractor's safety program.
5. Certified Payroll Reports / Prevailing Wage - This project has prevailing wage requirements as part of the contract documents. The CONTRACTOR will submit certified payroll reports in accordance with the CITY's requirements. The CITY will monitor certified payroll reports to ensure that they conform to the contract and the work completed to date. WT, if requested by the CITY, can coordinate, and collect certified payroll reports. The CITY, if required, will perform prevailing wage rate interviews.

1.2 Resident Observation Phase

WT shall implement project controls to maintain consistency and transparency in the management of documents, schedule, and finances for the project duration. WT shall assist the City in administering the construction contract using industry standard practices and tools. WT will communicate both verbally and in writing with the Contractor and City during the construction. The recommended systems and practices will be synced with the requirements of the CONTRACT DOCUMENTS and applicable City protocols. Resident observation services will include the following:

1. Meetings

- i. Pre-Construction Meeting - WT shall coordinate and conduct a pre-construction meeting with the CONTRACTOR to review communication, coordination, other procedures, and discuss the CONTRACTOR's general work plan and requirements of the project. WT will document the minutes for this meeting. The CITY's representatives and other stakeholders will be invited to participate. WT shall establish agenda, meeting location, and distribute the meeting minutes within 7 days after the meeting.
- ii. Construction Progress Meetings - WT will conduct regular and periodic project progress meetings with the CITY, CONTRACTOR, and any other stakeholders involved with the project as needed. WT shall establish agendas, meeting location, and record/distribute meeting minutes within 7 days after the meeting.

2. Construction Administration

- i. Document Management System and Procedures - WT shall use a cloud-based construction management software tool for managing, tracking, reporting, and storing relevant documents between the CONTRACTOR and CITY produced during the construction and closeout phases of the project. The following requirements apply to document management for this project:
 1. In coordination with the CITY, maintain digital records, suitably organized, of all relevant documentation.
 2. WT shall implement procedures for logging and tracking relevant correspondence and documents. WT shall assist the CITY in monitoring outstanding decisions, approvals, or responses required from the CITY and/or its stakeholders.
 3. At a minimum, workflows will be defined and implemented for Requests for Information (RFIs), Submittals and Shop Drawings, Field Orders (FOs), Work Change Directives (WCDs), Change Proposal Requests (CPR's), Change Orders (COs) and Inspector Daily Reports (IDR's); companion documents will be uploaded to cloud-based system using lists or libraries to track and organize data. Workflows and routing documents will be developed considering the CITY's preferences for notification.
 4. Project meetings will be scheduled in Outlook.
- ii. Schedule of Values and CONTRACTOR Payments - WT shall review the schedule of values submitted by the CONTRACTOR and work with CONTRACTOR to obtain an acceptable schedule for basis of payment applications. WT will receive and review the CONTRACTOR's monthly payment applications. WT will verify quantities and determine if the payment request reflects the progress of the CONTRACTOR's work and is in accordance with the CONTRACT DOCUMENTS. WT shall provide recommendations to the CITY as to the acceptability of the requests, and advise on status of total amounts requested, paid, and remaining under the terms of contract.
 1. Recommendations to the CITY for payment will be based upon WT's knowledge, information, and data from its onsite observations of the work, and such recommendations do not represent that continuous or detailed examinations have been made relative to exact accordance with the contract but that WT has examined work to ascertain how or for what purpose the CONTRACTOR has used the moneys paid; and that title work, materials or equipment that has passed to the CITY free and clear of liens, claims, security interests, or encumbrances.
- iii. CONTRACTOR Schedule Reviews - WT will review the CONTRACTOR's construction schedule monthly and verify that it is consistent with the requirements of the contract

documents. The CONTRACTOR will be advised of areas where the schedule is not in compliance and WT will support the CITY in approving, accepting, or taking other action on the CONTRACTOR's schedule, in accordance with the contract for construction.

1. Review and comments related to schedule reviews shall not be considered as a guarantee or confirmation that the CONTRACTOR will complete the work in accordance with the contract for construction. Review of CONTRACTOR's monthly schedule updates or other schedule submissions ascertains compliance with the CONSTRUCTION DOCUMENTS. Separately, WT may provide opinions of progress or issues to the CITY regarding the risks or other pertinent updates relative to performance.
 - iv. Change Management - Field engineering services address minor changes to design work based on conditions encountered in the field and/or at the direction of the CITY. WT team includes senior technical advisors that are available to support review. Change services include the following:
 1. Field Orders (FO)s - WT may authorize minor variations in the work through field orders issued to the CONTRACTOR. The changes would not involve an adjustment in the CONTRACTOR's contract price nor time for construction and are not considered inconsistent with the contract documents.
 2. Change Proposal Requests (CPR) and Work Change Directives (WCD) - If RFIs or construction changes result in contract time or cost adjustments, WT will review and provide a recommendation for acceptance or rejection based on the review and assist the CITY with negotiations of the proposal, as needed.
 3. Change Orders (CO) - When a series of price or time adjustments have been approved, WT will combine those individual CPRs and WCDs into a change order and provide that change order to the CITY for action.
 - v. Claims and Disputes - WT will log and notify the CITY about letters and notices from the CONTRACTOR concerning claims or disputes between the CONTRACTOR and CITY pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. WT will review such letters and notices and facilitate discussions with the CONTRACTOR as necessary to understand each such claim or dispute. WT will then advise the CITY regarding the CONTRACTOR's compliance with the contract requirements for such claims and disputes and assist in discussions with the CONTRACTOR to resolve claims and disputes.
3. Resident Engineering and Field Services
- i. Submittal Schedule - WT will obtain from the CONTRACTOR a proposed shop drawing and submittal schedule, which shall identify shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission.
 - ii. Shop Drawings, Samples, and Submittals - WT will follow established procedures and workflows for the review of the CONTRACTOR's shop drawings, samples, and other submittals. WT shall review shop drawings, samples, and submittals for compliance with the requirements of the contract for construction. WT will coordinate with the CITY to issue responses to the review requests, as appropriate. Logs will be posted on a weekly basis that identify and track all shop drawings, samples, and O&M manuals.
 - iii. Proposed Substitutions - WT will coordinate and assist in the review and response to the CONTRACTOR's requests for any proposed substitution of approved products. Where

appropriate, WT will coordinate with CITY to review and will advise CITY as to the acceptability of such substitutions.

- iv. RFIs - WT will review the CONTRACTOR's RFI or clarification of the contract for construction. WT will coordinate, as appropriate, with the CITY and issue responses to the requests to the CONTRACTOR.
- v. Other CONTRACTOR Submissions - WT shall coordinate with the CONTRACTOR for the submission of required warranties, guarantees, lien releases and other similar documents as required by the construction documents. WT will advise CITY as to the acceptability and compliance of these documents with the contract for construction.
- vi. As-Built Documents - Verify the CONTRACTOR is maintaining and separately maintain a set of marked-up, redline documents and regularly (at least monthly) reconcile any observed differences. At completion, provide set of reconciled redline construction documents to CITY.

4. Resident Project Representative (RPR) Services

- i. General - WT shall provide an experienced Resident Project Representative (RPR) to conduct onsite observations to document work by the CONTRACTOR, overall conformance with the construction documents, and contract administration. The RPR will concurrently observe this and other Cleveland Heights projects in construction. Typical responsibilities are as follows:
 - 1. Familiar with and knowledgeable of the construction documents, approved construction standards, and submittals relative to daily report of site activities and events.
 - 2. Field observation services focus on documentation of completed work and its adherence to the construction documents and approved shop drawings using a standardized daily inspection daily report (IDR) template and photographic logs.
 - 3. Accompany visiting inspectors representing public or other agencies permitted onsite and document feedback and interactions from any local residents or passersby.
 - 4. Promptly review and notify the WT project manager of deficient or non-compliant work using a non-conformance report and CONTRACTOR's corrective.
 - 5. Notify WT project manager of unexpected site condition (such as archeological, geotechnical, or environmental).
 - 6. WT will not be responsible for materials testing.
- ii. Deficient or Non-compliant Work - If the RPR discovers or believes that CONTRACTOR work does not meet the approved shop drawing or is not in accordance with the contract documents, or is otherwise defective, or not conforming to requirements of applicable rules and regulations, WT will promptly review and bring to the attention of the WT project manager and the CITY, using a non-conformance report. WT will then monitor and document the CONTRACTOR's corrective actions and advise on the acceptability of the corrective actions.
- iii. Unexpected Site Condition, Including Subsurface Issues - Whenever WT observes or is notified by the CONTRACTOR of an unexpected site condition (such as archeological, geotechnical, or environmental), WT will advise the CITY immediately and will review the conditions at the site. WT will work with the CITY to determine the appropriate action(s) and to respond to the CONTRACTOR.
- iv. WT may authorize minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or the contract time

and which are consistent with the overall intent of the Contract Documents. Except for minor variations as stated herein, WT is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the work not performed in accordance with the Contract Documents.

Communication between WT and the Contractors with regard to quality review shall not in any way be construed as binding WT or the CITY in releasing the Contractor from the fulfillment of any of the terms of the Contract. WT is not responsible for, nor does WT control, the means and methods of construction for the Project.

- v. Facilitate substantial and final completion inspections to prepare punch lists of items requiring completion or correction. Promptly after CONTRACTOR's notice that entire work is ready for its intended use, the RPR, along with the CITY and CONTRACTOR, will facilitate an inspection for substantial completion, considering any objections of the CITY and/or WT, and again, upon final completion. The RPR will reinspect work once after each initial inspection to confirm items outstanding items are addressed to allow for acceptance of the work and issuances of certificates of substantial completion and final completion.

5. Project Close-Out

- i. General – WT shall monitor and coordinate with the CONTRACTOR the assembling and transmitting of all contractual information required by the CITY at the completion of the project. These documents will include but are not limited to all written guarantees and warranties, operations and maintenance manuals, Maintenance Agreements, spare parts, records drawings, and other data required by the Contract Documents to the City.
- ii. Operation and Maintenance Manuals – WT shall receive from the CONTRACTOR operation and maintenance manuals, warranties, and guarantees for materials and equipment installed in the Project.
- iii. Punch List Inspection – WT and the CITY shall jointly conduct a punch list walk-through that identifies project work that does not conform to the contract specifications. WT will document and create a checklist of all items to be completed by the CONTRACTOR. WT will verify that all items are complete prior to final acceptance of the project.
- iv. Prepare Sub-Final Estimate and Sub-Final Acceptance Documents – WT shall advise the CITY when the Project is completed, shall provide to the CITY a written recommendation regarding payment to the CONTRACTOR, and shall prepare a Sub-Final Estimate for the CITY.
- v. Substantial Completion – WT and the CITY shall jointly conduct an inspection of the CONTRACTOR's completion of work relative to the Punchlist items and in accordance with the Contract Documents to determine Substantial Completion. A detailed checklist will be developed and provided as part of final documentation that all requirements are met for the CITY to accept the project as final. WT and the CITY shall jointly issue a Certificate of Substantial Completion.
- vi. As-Built and Record Drawings - After completion of construction and completion of GPS survey of the completed work, the as-built information documented by WT and the CONTRACTOR will be provided to the CITY to update the construction document drawings to reflect the handwritten plan record and GPS survey information documenting changes during construction. WT will review, confirm, and coordinate with the CITY that the appropriate changes have been made and represent the record condition based on the information provided to the CITY.

- vii. Closeout File and Records - At project completion, WT will provide to the CITY an organized set of project documents and records received through-out the course of the project.

Post Construction Phase

6. General – WT shall remain involved with the Project until release of services by the CITY. WT's duties during Post Construction may include the following:
- i. Warranty Call-Backs – WT shall coordinate and verify that any warranty call-back work is performed by the CONTRACTOR. WT shall verify that warranty work is completed and meets the contract requirements. If requested by the CITY, WT shall perform an 11-month warranty walk-through of the project with the CITY.
 - ii. Claim Settlement Negotiations – WT shall, if requested, negotiate on behalf of the CITY a fair and equitable settlement of any claim(s) or disputes prior to the Final Payment.
 - iii. Other Services – WT shall provide other services as requested by the CITY.

SCHEDULE

We propose to complete the project within 12 months of an executed agreement. Dates for key activities, deliverables, and meetings are provided below.

- Notice to Proceed – January 2025
- Construction Phase Services
 - Commence Construction – February 2025
 - Construction Substantially Complete – June 2025
 - Final Completion – July 2025
 - As-Constructed Plans – August 2025

WT's fees are based on this schedule. Changes in the schedule may impact the presented fees. Depending on the actual notice-to-proceed date and desired completion date, WT reserves the right to renegotiate professional fees to account for additional effort required to accommodate the project schedule. The WT Project Manager will notify the Owner immediately if there is an expected change in schedule that would impact the presented fee.

FEES AND COMPENSATION METHOD

Task	Description	Fee*
1.0	Project Management/Administration Services	\$7,500
2.0	Resident Observation	\$55,460
Total Fee		\$62,960

** Scope sections detail assumptions and specific quantities assumed in fee development. Changes to assumptions, scope, or schedule may impact task fee.*

EXCLUSIONS AND CLARIFICATIONS

WT will provide services on a time and material basis in accordance with our current schedule of rates and charges (or negotiated fee). Services not identified in this proposal will be discussed as

they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Special Evaluations
 - Economic evaluations/rate schedules, financing assistance, and grant and loan applications.
 - Value Engineering revisions unless input is received during design or plan changes are requested after obtaining permits or during construction.
 - Traffic impact and/or signalization studies.
 - Professional Arborist evaluation of street trees.
- Other Services
 - Changes in scope.
 - Additional meetings or coordination activities not identified in our scope or required after the project commences or not disclosed to WT at the time of preparing the scope.
 - Effort and expenses required to attend, or participate in, dispute resolution or presentation of plans other than noted in this proposal.
 - Services associated with litigation or arbitration.

INVOICING PROCEDURES

All effort and cost will be invoiced monthly for our effort to date. Payment of invoices is expected within 30 days. Any disputes related to the invoice amount will immediately be brought to the attention of WT. WT reserves the right to stop work when accounts receivable exceeds 60 days. All deliverables are the property of WT until payment obligations are met.

All fees are on a time and material basis.

We have enclosed a Professional Services Short Form Agreement for this project. If this meets your approval, please sign, date, and return the Agreement to authorize WT to proceed. We look forward to working with you on this project, and should you have any questions, please do not hesitate to call.

Very truly yours,

Wade Trim, Inc.



Bryan D. Celik, PE, CCM
Area Lead, Senior Project Manager

CH-30 SSO Mitigation

C:\h5015\01e\Docs\Contract-Documents\Construction Admin

cc: Anthony Ferrone, Sarah Fuller

Exhibit B

Construction Administration Services for
CH-30 SSO Mitigation Project

12/5/2024

					Wade Trim		
					Senior Professional	Professional Engineer	Engineer
					\$ 285.00	\$ 225.00	\$ 140.00
Level of Effort Breakdown	Total Cost	Labor Cost	Expenses	Hours	Civil	Civil	Civil
Project Total	\$ 62,960	\$ 62,960	\$ -	384			
Task 1: Project Management/Administration Services	\$ 7,500	\$ 7,500		28	20	8	0
Construction Management/Administration		\$ 7,500		28	20	8	
Task 2: Resident Observation	\$ 55,460	\$ 55,460	\$ -	356	20	32	304
Meetings (Pre-Construction, 4 Construction meetings)		\$ 3,400		16	8		8
Reviews (6 submittals, 3 RFIs, 1 COs)		\$ 4,740		20	4	16	
Pay Apps (3-4 Pay applications)		\$ 2,040		8	4	4	
Resident Observation (70, half days)		\$ 39,200		280			280
Conformed Docs/Project Closeout		\$ 6,080	\$ -	32	4	12	16
					40	40	304



Date: December 4, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heltzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Construction Administration Services with GPD Group

Purpose Statement: To authorize the Mayor to enter into an agreement with GPD Group for construction administration services in the amount of \$113,898.00 for the East Fairfax waterline replacement project.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To encumber ARPA funding in 2024

Is passage on first reading necessary: Yes: X No: _____

If yes, why? To allow for the encumbrance the East Fairfax waterline replacement project under ARPA funding.

If funding is required, is it already budgeted for? Yes : X No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

RESOLUTION NO. 254-2024(MSES), *First Reading (Amended 12.16.2024)*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with GPD Group., for construction management services relating to Project No. 24-19, the East Fairfax water main replacement project; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction management services relating to the East Fairfax water main replacement project;

WHEREAS, the Mayor has recommended that the services offered by GPD Group best meets the City's needs; and

WHEREAS, such services are professional services for which no bidding is necessary;

WHEREAS, Ordinance No. 194-2024, passed October 21, 2024, amended Ordinance No. 140-2024 to authorize the appropriation of funds awarded through the American Rescue Plan Act of 2021 ("ARPA") for water infrastructure improvement projects under Expenditure Category 5 of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with GPD Group to provide professional construction management services relating to the East Fairfax waterline replacement project. The contract shall provide for services as set forth in the Scope of Services dated December 3, 2024 submitted by GPD Group a copy of which is attached hereto as Exhibit "A" and incorporated herein. Compensation for the services detailed therein shall not exceed One Hundred Thirteen Thousand Eight Hundred Ninety-Eight Dollars (\$113,898.00). All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need

RESOLUTION NO. 254-2024(MSES)

to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



December 3, 2024

2020122.00

Ms. Collette Clinkscale
Director of Public Service

City of Cleveland Heights
40 Severance Circle | Cleveland Heights, Ohio

E Fairfax Road Construction Management Services

Dear Ms. Clinkscale

GPD Group is pleased to submit this proposal for professional services on the above referenced project. Attached please find a Work Description, Project Approach/Scope of Services and Fee Proposal for your consideration. Also included is an itemized task breakdown complete with man-hour and fee estimates.

Project Understanding:

GPD Group will provide construction administration services and resident inspection services as described herein in the Scope of Services. This project is governed by local ordinances. The project was bid on December 3, 2024 with an anticipated start in early spring 2025 assumed 16 week construction duration). Our services will involve providing construction management and inspection services during and post construction of the E Fairfax Road Rehabilitation and Waterline Replacement Project. Our efforts will involve being an interpreter of the plans and specifications and protecting the City against deficiencies in the contractor's work. We will also serve as the City's liaison with the contractor and report directly to the Service Director. GPD Group is prepared to begin work immediately upon written notice to proceed.

SCOPE OF SERVICES

I. Project Task Summary

- a. Provide Construction Management and Inspection Services with the expressed goal of having the project finished on time and on budget.
- b. Attend a Public Meeting with the local residents.
- c. Perform wage compliance work
- d. Perform pay applications to conform local requirements
- e. Provide Post-Construction Services

II. Specific Tasks

a. Construction Administration and Inspection

- i. Project Directory – Prepare a project directory of all personnel involved and their contact information and distribute. An e-mail user group will also be developed to promptly distribute project information. Maintain Detailed Estimate for the Project.
- ii. Kick-off Meeting – Schedule, coordinate and administer a Kick-off Meeting with GPD, City Officials and Test Lab to introduce all parties and establish contact information/protocol.
- iii. Pre-construction Meeting – Schedule, coordinate and administer a pre-construction meeting with the City Officials, Contractor, and the pertinent Utilities Companies. Prepare and make available the meeting minutes to all attendees and other interested parties.
- iv. Implement Document Control System
 1. Document Management System – Maintain a document management system for tracking all related project correspondence and records including: transmittals, test specimens, samples, schedules, change orders, shop drawings, request for information, letters, punch lists, photographs, etc. Monitor Contractor's Construction Schedule. Request updates as required.
- v. Progress Meetings (6 Meetings) – Schedule, and administer regular progress meetings with the City Officials and the contractor. Subcontractors and utility companies will be invited to attend as necessary. Prepare and make available the meeting minutes to all attendees and other interested parties.
- vi. Provide Resident Construction Administrator – GPD Group will provide a licensed Professional Engineer with extensive knowledge of contract compliance and construction contract administration to manage the inspection team.
- vii. Provide Full-Time Construction Inspection – GPD will inspect and record the contractor's daily progress. The anticipated project schedule is estimated at 16 weeks of construction. For the purposes of pricing, we have anticipated the use of full-time inspection for the 20-week contract duration. We also anticipate the Contractor will work some long days and therefor inspector overtime is anticipated. Daily inspection records will be developed and will include the following documentation:
 1. Project Name, Report Number and Date
 2. Weather conditions
 3. Names of the contractors, subcontractors, or other entities performing the work, including the hours worked
 4. Listing of all equipment used, including the hours used or idle
 5. Listing of materials delivered to the site, including delivery tickets
 6. Names, titles, affiliations of all visitors to the site
 7. Monitor Maintenance of Traffic Zones for safety and compliance with plans; identity problems
 8. Monitor contractor SWPPP measures for compliance with EPA rules and regulations
 9. Location of work (stations and offsets)

- 
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10. Pay items of work performed. Note: A daily log of all pay items installed will be kept in a separate binder.
 11. Observations in general
 12. Specific observations in more detail of work performed
 13. Observations of testing of materials performed and results
 14. Instructions received from Resident Project Engineer or City Officials
 15. Instructions given to the contractor
 16. Request for information received from contractor
 17. Damages to property
 18. Incidents of changed conditions that may affect the work
 19. Actual and potential claims, changes in the work, delays, or other factors that may result in modifications to the work and/or contract
 20. Calculations and sketches used in determining payment quantities or other conditions or the work.
- viii. Hold Special Site Meetings as needed. Invite City Officials as needed.
 - ix. Perform Shop Drawing and Submittal Reviews – Review and provide a disposition of comments concerning all shop drawings of products and materials to be incorporated into the work, unless otherwise specified in the Contract Documents. Maintain a log that accounts for the receipt and disposition of all shop drawing and project related submittals.
 - x. Monitor Contractor Safety Program
 - xi. Monitor Contractors Compliance with Bond / Insurance requirements
 - xii. Review and Monitor the Contractors Maintenance of Traffic (MOT). Inform City Safety Chiefs on any revisions required
 - xiii. Monitor contractor Performed Continuously Updated As-Builts
 - xiv. Maintain Set of Continuously Updated As-Builts – Maintain a field set of drawings (“red-line set”) indicating the as-built conditions to be utilized in preparation of record drawings that will be turned over to City at the conclusion of the project work.
 - xv. Work performed by the Contractor upon which partial payments to the contractor shall be based. Recommend work known to be in conformance to the Contract Documents be accepted and paid for by City.
 - xvi. Change Order Requests – GPD Group will review all Change Order requests by the contractor and make recommendations to the City. The review of all claims submitted by the contractor throughout the duration of the project will be processed through GPD internal claims process. GPD will evaluate the validity of any disputes and prepare recommendations for the City of Cleveland Heights. Also, GPD will review all cost and quantities submitted and take part in all negotiations.
 - xvii. Field Quality Control Testing – The contractor will perform material testing, GPD will oversee their efforts. We will review the testing reports and results, prepared by the testing firm, and identify problems or concerns. We will then determine the corrective actions required by the contractor to address any problems. Copies of the reports with our review notes will be forwarded to the City for their records.
 - xviii. Provide Advice, Recommendations to the City on Construction Issues
 - xix. Prepare Correspondence for City’s Signature on Construction Issues
 - xx. Coordinate the Interaction of All Parties to the Contract
 - xxi. Maintain Photo Log

- 
- xxii. Provide Claims Avoidance, Mitigation and Dispute Resolution – Identify non-conforming work and verify the contractor’s compliance with the technical requirements of the project. The contractor will be notified on the non-conforming work when identified so the proper corrective actions can be taken. Bring to the immediate attention of the City instances where the contractor fails to be in compliance with the terms of the Contract Documents and when the Contractor acts in a manner, which is not in the best interest of the City.

III. Wage Compliance

- a. Review Certified Payroll

IV. Close-Out Services

- a. Coordinate and Organize final walk thru of the project. Prepare a punch list of items to be resolved prior to final acceptance. Verify punch list items have been resolved. Recommend final project to the City as accepted and in compliance with the plans and specifications.

V. Post Construction Services

- a. Close-Out Documents – Assist in the execution of the contract close-out documents (i.e., final pay application, final change order to adjust contract price, affidavit of prevailing wages, consent of Surety Company for final payment and affidavit of final acceptance date and correction period). At the conclusion of the project, the project documents will be delivered to the City for the records. A statement of quality assurance will be included with this submittal.
- b. Resolution of Miscellaneous Claims and Complaints.
- c. Attend Post Construction walk through with City Officials and contractor.

VI. Authority of the Consultant

- a. The authority of the Consultant shall have the following limitations, except as duly authorized in writing by the Service Director and agreed upon by the Consultant:
 - i. Deviation from the Contractor Documents and any changes in materials or equipment shall not be authorized.
 - ii. The Consultant will not perform any function that is the responsibility of the contractor, contractor’s suppliers or subcontractors.
 - iii. The Consultant shall not be liable for defective work, acts of omission or operating procedures of the contractor.

VII. Estimated Fee

GPD Group proposes to perform the above-described scope of services for a **not to exceed** fee of **\$113,898** based on the contractual rates with the City of Cleveland Heights. We have estimated the expenditure of approximately **1,252** manhours, based on a 16-week duration, to complete these services.

The fees are based upon the construction schedule and include the work reasonably necessary under the scopes of work presented herein. It is understood that if the schedule or tasks increase materially from the described, GPD Group will be entitled to a reasonable upward adjustment of our fee commensurate with the increase in work.

We thank you for the opportunity to present our proposal to assist the City of Cleveland Heights with this project. We are available to answer any questions that you may have and to begin our services immediately upon authorization. Please do not hesitate to call me at 330.572.2796 office or 216.408.3080 cell or contact me via e-mail at dneumeyer@gpdgroup.com. Thank you for your consideration of GPD Group.

Sincerely,
GPD Group



David Neumeyer, PE
Senior Project Manager

**E Fairfax Rehabilitation and Waterline Replacement
Construction Administration and Inspection Services
Cleveland Heights, Ohio**

3-Dec-24



Item/Task	Weeks	Project Manager	Resident Engineer	Construction Inspector	CAD Drafter	Total Hours
Project Administration						
Daily Project Inspection (1 Full Time, 50 Hrs)	16			800		800
Progress Meetings (5 Meetings)	16	40	40			80
Pay Applications			60			60
Quantities				60		60
Change Orders		10	35			45
Review Shop Drawings		10	32			42
Respond to RFI's		10	32			42
Review Material Testing Reports		1	20			21
Project Finalization						
Final Inspection and Acceptance		2	4	8		14
Resolution and Punch List Items		2	8	16		26
Final Quantities and Payment			18	16		34
Preparation of Project Closeout Documents		2	18	8		28
Totals		77	267	908	0	1252
Avg Bill Rate		\$137.00	\$123.00	\$76.00	\$70.00	\$89.77
Fee		\$10,549	\$32,841	\$69,008	\$0	\$112,398
Direct Expenses (Travel, Misc Reproduction)						\$1,500
Total Cost						\$113,898

TERMS AND CONDITIONS

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

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

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

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

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

Indemnification. GPD agrees to indemnify and hold the Client (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by GPD's negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. GPD shall not be obligated to indemnify and hold the Client harmless in any manner whatsoever for the negligence of the Client.

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

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use Client shall maintain ownership over drawings or plans that are commissioned, for the purposes of Client to promulgate standard drawings. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

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

GPD understands and acknowledges that in acting on behalf of Client it is subject to the Ohio Public Records Act and that this Agreement is public record.

Dispute Resolution. Any claim or dispute between GPD and Client shall be submitted to non-binding mediation and, if mediation is unsuccessful, may be brought in a proper venue in Cuyahoga County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio.

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

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

Assignment. Neither party may assign this agreement without the consent of the other.

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

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

<u>SIGNATURE</u>	
Client: _____ <i>Name of Firm</i>	
_____ Signor Name	_____ Signature
_____ Title	_____ Date



Date: December 16, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heltzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Construction Management services with GPD Group.

Purpose Statement: To authorize the Mayor to enter into an agreement with the GPD Group for construction administration and inspection services in the amount of \$131,558 for the Cain Park Stramp Project.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To encumber ARPA funding for the Cain Park Stramp Project.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? To meet completion ARPA guidelines

If funding is required, is it already budgeted for? Yes : X No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

RESOLUTION NO. 255-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with GPD Group., for construction administration and inspection services relating to Project No. 24-16, the Cain Park Stramp Project (Cain Park Access and Seating Improvement); and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction administration and inspection services relating to the Cain Park Stramp Project;

WHEREAS, the Mayor has recommended that the services offered by GPD Group best meets the City's needs; and

WHEREAS, such services are professional services for which no bidding is necessary;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with GPD Group to provide professional construction administration and inspection services relating to the Cain Park Stramp project. The contract shall provide for services as set forth in the Scope of Services dated December 4, 2024 submitted by GPD Group a copy of which is attached hereto as Exhibit "A" and incorporated herein. Compensation for the services detailed therein shall not exceed One Hundred Thirty One Thousand Five Hundred Fifty-Eight Dollars (\$131,558.00). All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law

RESOLUTION NO. 255-2024(MSES)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



December 4, 2024

2020122.00

Ms. Collette Clinkscale
Director of Public Service

City of Cleveland Heights
40 Severance Circle | Cleveland Heights, Ohio

Cain Park Access and Seating Improvements Construction Administration and Inspection

Dear Ms. Clinkscale

GPD Group is pleased to submit this proposal for professional services on the above referenced project. Attached please find a Work Description, Project Approach/Scope of Services and Fee Proposal for your consideration. Also included is an itemized task breakdown complete with man-hour and fee estimates.

Project Understanding:

GPD Group will provide construction administration services and resident inspection services as described herein in the Scope of Services. This project is governed by local ordinances. The project will bid in December 2024 with an anticipated start in early spring 2025 with an assumed 20-week construction duration. Our services will involve providing construction management and inspection services during and post construction verification of the Cain Park Access and Seating Improvements Project. Our efforts will involve being an interpreter of the plans and specifications and protecting the City against deficiencies in the contractor's work. We will also serve as the City's liaison with the contractor and report directly to the Service Director. GPD Group is prepared to begin work immediately upon written notice to proceed.

SCOPE OF SERVICES

I. Project Task Summary

- a. Provide Construction Management and Inspection Services with the expressed goal of having the project finished on time and on budget.
- b. Attend a Public Meeting with the local residents.
- c. Perform wage compliance work
- d. Perform pay applications to conform local requirements
- e. Provide Post-Construction Services



II. Specific Tasks

a. Construction Administration and Inspection

- i. Project Directory – Prepare a project directory of all personnel involved and their contact information and distribute. An e-mail user group will also be developed to promptly distribute project information. Maintain Detailed Estimate for the Project.
- ii. Kick-off Meeting – Schedule, coordinate and administer a Kick-off Meeting with GPD, City Officials and Test Lab to introduce all parties and establish contact information/protocol.
- iii. Pre-construction Meeting – Schedule, coordinate and administer a pre-construction meeting with the City Officials, Contractor, and the pertinent Utilities Companies. Prepare and make available the meeting minutes to all attendees and other interested parties.
- iv. Implement Document Control System
 1. Document Management System – Maintain a document management system for tracking all related project correspondence and records including: transmittals, test specimens, samples, schedules, change orders, shop drawings, request for information, letters, punch lists, photographs, etc. Monitor Contractor's Construction Schedule. Request updates as required.
- v. Progress Meetings (6 Meetings) – Schedule, and administer regular progress meetings with the City Officials and the contractor. Subcontractors and utility companies will be invited to attend as necessary. Prepare and make available the meeting minutes to all attendees and other interested parties.
- vi. Provide Resident Construction Administrator – GPD Group will provide a licensed Professional Engineer with extensive knowledge of contract compliance and construction contract administration to manage the inspection team.
- vii. Provide Full-Time Construction Inspection – GPD will inspect and record the contractor's daily progress. The anticipated project schedule is estimated at 16 weeks of construction. For the purposes of pricing, we have anticipated the use of full-time inspection for the 20-week contract duration. We also anticipate the Contractor will work some long days and therefor inspector overtime is anticipated. Daily inspection records will be developed and will include the following documentation:
 1. Project Name, Report Number and Date
 2. Weather conditions
 3. Names of the contractors, subcontractors, or other entities performing the work, including the hours worked
 4. Listing of all equipment used, including the hours used or idle
 5. Listing of materials delivered to the site, including delivery tickets
 6. Names, titles, affiliations of all visitors to the site
 7. Monitor Maintenance of Traffic Zones for safety and compliance with plans; identity problems

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8. Monitor contractor SWPPP measures for compliance with EPA rules and regulations
 9. Location of work (stations and offsets)
 10. Pay items of work performed. Note: A daily log of all pay items installed will be kept in a separate binder.
 11. Observations in general
 12. Specific observations in more detail of work performed
 13. Observations of testing of materials performed and results
 14. Instructions received from Resident Project Engineer or City Officials
 15. Instructions given to the contractor
 16. Request for information received from contractor
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- viii. Hold Special Site Meetings as needed. Invite City Officials as needed.
 - ix. Perform Shop Drawing and Submittal Reviews – Review and provide a disposition of comments concerning all shop drawings of products and materials to be incorporated into the work, unless otherwise specified in the Contract Documents. Maintain a log that accounts for the receipt and disposition of all shop drawing and project related submittals.
 - x. Monitor Contractor Safety Program
 - xi. Monitor Contractors Compliance with Bond / Insurance requirements
 - xii. Review and Monitor the Contractors Maintenance of Traffic (MOT). Inform City Safety Chiefs on any revisions required
 - xiii. Monitor contractor Performed Continuously Updated As-Built
 - xiv. Maintain Set of Continuously Updated As-Built – Maintain a field set of drawings (“red-line set”) indicating the as-built conditions to be utilized in preparation of record drawings that will be turned over to City at the conclusion of the project work.
 - xv. Work performed by the Contractor upon which partial payments to the contractor shall be based. Recommend work known to be in conformance to the Contract Documents be accepted and paid for by City.
 - xvi. Change Order Requests – GPD Group will review all Change Order requests by the contractor and make recommendations to the City. The review of all claims submitted by the contractor throughout the duration of the project will be processed through GPD internal claims process. GPD will evaluate the validity of any disputes and prepare recommendations for the City of Cleveland Heights. Also, GPD will review all cost and quantities submitted and take part in all negotiations.
 - xvii. Field Quality Control Testing – The contractor will perform material testing, GPD will oversee their efforts. We will review the testing reports and results, prepared by the testing firm, and identify problems or concerns. We will then determine the corrective actions required by the contractor to address any problems. Copies of the reports with our review notes will be forwarded to the City for their records.
 - xviii. Provide Advice, Recommendations to the City on Construction Issues

- 
- xix. Prepare Correspondence for City's Signature on Construction Issues
 - xx. Coordinate the Interaction of All Parties to the Contract
 - xxi. Maintain Photo Log
 - xxii. Provide Claims Avoidance, Mitigation and Dispute Resolution – Identify non-conforming work and verify the contractor's compliance with the technical requirements of the project. The contractor will be notified on the non-conforming work when identified so the proper corrective actions can be taken. Bring to the immediate attention of the City instances where the contractor fails to be in compliance with the terms of the Contract Documents and when the Contractor acts in a manner, which is not in the best interest of the City.

III. Wage Compliance

- a. Review Certified Payroll

IV. Close-Out Services

- a. Coordinate and Organize final walk thru of the project. Prepare a punch list of items to be resolved prior to final acceptance. Verify punch list items have been resolved. Recommend final project to the City as accepted and in compliance with the plans and specifications.

V. Post Construction Services

- a. Close-Out Documents – Assist in the execution of the contract close-out documents (i.e., final pay application, final change order to adjust contract price, affidavit of prevailing wages, consent of Surety Company for final payment and affidavit of final acceptance date and correction period). At the conclusion of the project, the project documents will be delivered to the City for the records. A statement of quality assurance will be included with this submittal.
- b. Resolution of Miscellaneous Claims and Complaints.
- c. Attend Post Construction walk through with City Officials and contractor.

VI. Authority of the Consultant

- a. The authority of the Consultant shall have the following limitations, except as duly authorized in writing by the Service Director and agreed upon by the Consultant:
 - i. Deviation from the Contractor Documents and any changes in materials or equipment shall not be authorized.
 - ii. The Consultant will not perform any function that is the responsibility of the contractor, contractor's suppliers or subcontractors.
 - iii. The Consultant shall not be liable for defective work, acts of omission or operating procedures of the contractor.

VII. Estimated Fee

GPD Group proposes to perform the above-described scope of services for a **not to exceed** fee of **\$131,558** based on the contractual rates with the City of Cleveland Heights. We have estimated the expenditure of approximately **1,472** manhours, based on a 20-week duration, to complete these services.

The fees are based upon the construction schedule and include the work reasonably necessary under the scopes of work presented herein. It is understood that if the schedule or tasks increase materially from the described, GPD Group will be entitled to a reasonable upward adjustment of our fee commensurate with the increase in work.

We thank you for the opportunity to present our proposal to assist the City of Cleveland Heights with this project. We are available to answer any questions that you may have and to begin our services immediately upon authorization. Please do not hesitate to call me at 330.572.2796 office or 216.408.3080 cell or contact me via e-mail at dneumeyer@gpdgroup.com. Thank you for your consideration of GPD Group.

Sincerely,
GPD Group



David Neumeyer, PE
Senior Project Manager

Cain Park Access and Seating Improvements
Construction Administration and Inspection Services
Cleveland Heights, Ohio

3-Dec-24



Item/Task	Weeks	Project Manager	Resident Engineer	Construction Inspector	CAD Drafter	Total Hours
Project Administration						
Daily Project Inspection (1 Full Time, 50 Hrs)	20			1000		1000
Progress Meetings (6 Meetings)	20	40	40			80
Pay Applications			80			80
Quantities				60		60
Change Orders		10	35			45
Review Shop Drawings		10	32			42
Respond to RFI's		10	32			42
Review Material Testing Reports		1	20			21
Project Finalization						
Final Inspection and Acceptance		2	4	8		14
Resolution and Punch List Items		2	8	16		26
Final Quantities and Payment			18	16		34
Preparation of Project Closeout Documents		2	18	8		28
Totals		77	287	1108	0	1472
Avg Bill Rate		\$137.00	\$123.00	\$76.00	\$70.00	\$88.35
Fee		\$10,549	\$35,301	\$84,208	\$0	\$130,058
Direct Expenses (Travel, Misc Reproduction)						\$1,500
Total Cost						\$131,558

TERMS AND CONDITIONS

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

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

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

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

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

Indemnification. GPD agrees to indemnify and hold the Client (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by GPD's negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. GPD shall not be obligated to indemnify and hold the Client harmless in any manner whatsoever for the negligence of the Client.

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

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use Client shall maintain ownership over drawings or plans that are commissioned, for the purposes of Client to promulgate standard drawings. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

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

GPD understands and acknowledges that in acting on behalf of Client it is subject to the Ohio Public Records Act and that this Agreement is public record.

Dispute Resolution. Any claim or dispute between GPD and Client shall be submitted to non-binding mediation and, if mediation is unsuccessful, may be brought in a proper venue in Cuyahoga County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio.

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

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

Assignment. Neither party may assign this agreement without the consent of the other.

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

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

<u>SIGNATURE</u>	
Client: _____ <i>Name of Firm</i>	
_____ Signor Name	_____ Signature
_____ Title	_____ Date



Date: 12/4/2024

To: City Council

From: Andres Gonzalez, Director of Parks and Recreation

Subject: Legislation to Purchase a Ford Transit Van for Senior Center

Purpose Statement: To authorize the purchase of 1 2024 Ford Transit Van through Classic for of Madison using State purchasing pricing. The total cost is \$62,550.00 and is part of the 2024 budget.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? This item was appropriated in the 2024 budget and therefore we would like to purchase before December 31, 2024

Is passage on first reading necessary: Yes: X No: _____

If yes, why? This item was appropriated in the 2024 budget and therefore we would like to purchase before December 31, 2024

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from? This vehicle is already budgeted for in the 2024 budget and will come out of account 402.8201.3004.0

Proposed: 12/16/2024

RESOLUTION NO. 256-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing an agreement with Classic Ford of Madison to purchase a 2024 Ford Transit Cargo Van through the Ohio Department of Administrative Services Cooperative Purchasing Program; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cleveland Heights Cod. Ord. 171.11 authorizes the purchase of machinery, materials, supplies, and other articles through the Ohio Department of Administrative Services Cooperative Purchasing Program ("DAS CPP") without obtaining competitive bids; and

WHEREAS, the Mayor has determined that the 2024 Ford Transit Cargo Van may be purchased through the DAS CPP at a lower price than could be obtained through bidding and that it would be in the City's best interests to purchase said vehicle by this means.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement with Classic Ford of Madison to purchase a 2024 Ford Transit Cargo Van through the Ohio Department of Administrative Services Cooperative Purchasing Program. The purchase price shall not exceed the sum of \$62,550. All agreements hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber budgeted funds for the year 2024 and to obtain a vehicle necessary for proper performance of city government functions at the earliest possible time. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 256-2024(MSES)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Preview Order A94K - W2X 350 High Roof Cargo AWD : Order Summary Time of Preview: 11/30/2023
11:17:52 Receipt: 11/22/2023

Dealership Name : Classic Ford of Madison

Sales Code : F44096

Dealer Rep.	Andrew Keates	Type	Fleet	Vehicle Line	Transit	Order Code	A94K
Customer Name	Cleveland Hei	Priority Code	A3	Model Year	2024	Price Level	415

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W2X0 T350 HR CARGO AWD	\$56630	REVERSE SENSING SYSTEM	\$295
148" WHEELBASE	\$0	BULKHEAD W/LOCKABLE DOOR	\$1395
TOTAL BASE VEHICLE	\$56630	LONG-ARM PWR HEAT MIRRORS	\$220
OXFORD WHITE	\$0	FRONT FOG LAMPS	\$105
VINYL	\$0	MANUAL AIR CONDITIONER	\$0
DARK PALAZZO GRAY	\$0	HD CARGO FLOOR COVERING	\$925
PREFERRED EQUIPMENT PKG.101A	\$0	PRICE CONCESSION INDICATOR	\$0
.XL TRIM	\$0	REMARKS TRAILER	\$0
3.5L PFDI V6 (GAS)	\$0	HEAVY-DUTY SCUFF PLATE KIT	\$0
.10-SPEED TRANSMISSION	\$0	2 ADDITIONAL KEYS	\$75
.235/65R16C BSW ALL-SEASON	\$0	VINYL MATS FLOOR COVERING	\$120
4.10 LIMITED SLIP AXLE	\$0	WIPER ACTIVATED HEADLAMPS	\$30
JOB #1 ORDER	\$0	LOAD AREA PROTECTION PKG	\$485
FRONT LICENSE PLATE BRACKET	\$0	E-85 FLEX FUEL CAPABLE	\$0
TIE DOWN CARGO HOOKS	\$25	SPECIAL FLEET ACCOUNT CREDIT	\$0
9500# GVWR PACKAGE	\$0	FUEL CHARGE	\$0
B-PILLAR ASSIST HANDLE	\$0	PRICED DORA	\$0
50 STATE EMISSIONS	\$0	ADVERTISING ASSESSMENT	\$0
BACK UP ALARM	\$150	DESTINATION & DELIVERY	\$2095

	MSRP
TOTAL BASE AND OPTIONS	\$62550
DISCOUNTS	NA
TOTAL	\$62550

ORDERING FIN: QC349 END USER FIN: QC349 PO NUMBER: undefined

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 21-276R Contract Amount: \$0.00 Description: QC349 Concession Amount: \$-100.00

This is not an invoice.



Date: 12/4/2024

To: City Council

From: Andres Gonzalez, Director of Parks and Recreation

Subject: Legislation to Trade in a Ford Explorer and Purchase a Ford Hybrid Escape and a Ford Transit Van

Purpose Statement: To authorize the trade in of 1 2023 Ford Explorer and to purchase 1 2025 Ford Escape Hybrid and 1 2024 Ford Transit Van through Classic Ford of Madison using State Purchasing pricing. The trade in value of the Ford Explorer will cover the cost completely of the Ford Escape and also give us money towards the purchase of the Ford Transit Van. The total cost is \$60,480.00 and is part of the 2024 budget.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? These items were appropriated in the 2024 budget and therefore we would like to purchase them before December 31, 2024. In addition the trade in value is only good for 30 days and will continue to depreciate after this time frame.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? These items were appropriated in the 2024 budget and therefore we would like to purchase them before December 31, 2024. In addition the trade in value is only good for 30 days and will continue to depreciate after this time frame.

.

If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from? These vehicles are already budgeted for in the 2024 budget and will come out of account 402.8201.3004.0

Proposed 12/16/2024

RESOLUTION NO. 257-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Classic Ford of Madison for the purchase of one 2025 Ford Escape Hybrid and one 2024 Transit Cargo Van through the Ohio Department of Administrative Services Cooperative Purchasing Program and the trade-in of a 2023 Ford Explorer; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cleveland Heights Cod. Ord. 171.11 authorizes the purchase of machinery, materials, supplies, and other articles through the Ohio Department of Administrative Cooperative Purchasing Program ("DAS CPP") without obtaining competitive bids; and

WHEREAS, a 2023 Ford Explorer was previously purchased in a manner that did not meet the city guidelines for vehicle selection;

WHEREAS, the trade-in value of the 2023 Ford Explorer has been assessed at \$38,000.00; and

WHEREAS, the Director of Parks & Recreation has identified the need to purchase a 2025 Ford Escape Hybrid, which meets city guidelines and has been approved by the Mayor for use by the Director; and

WHEREAS, the 2025 Ford Escape Hybrid is priced at \$35,860.00, and the full cost of the vehicle will be covered by the trade-in value of the 2023 Ford Explorer, leaving a balance of \$2,105.00 from the trade-in value; and

WHEREAS, there is also a need to purchase a 2024 Transit Cargo Van for use by the Parks Tradesman, which has a total cost of \$62,585.00; and

WHEREAS, the \$2,105.00 remaining from the trade-in value of the Ford Explorer will be applied as a credit toward the purchase of the Transit Cargo Van, lowering the total cost of the vehicle to \$60,480.00;

WHEREAS, the aforementioned purchases have already been appropriated in the 2024 budget under line item 402.8201.3004.0;

WHEREAS, the trade-in value for the 2023 Ford Explorer is valid for only 30 days and will continue to depreciate after this period;

RESOLUTION NO. 257-2024(MSES)

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and hereby is, authorized to execute any and all agreements necessary to trade in one 2023 Ford Explorer with a value of \$38,000, and to apply the trade-in monies toward the purchase one 2025 Ford Escape Hybrid at a cost of \$35,860 and one Transit Cargo Van at a cost of \$62,585.00 through the Ohio Department of Administrative Services Cooperative Purchasing Program. All contracts related thereto shall be in a form approved by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber budgeted funds for the year 2024, receive the negotiated trade in value, and obtain vehicles necessary for proper performance of city government functions. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

PURCHASER City Of Cleveland Heights
ADDRESS 40 Severance Cir
CITY Cleveland STATE OH ZIP 44118-1
RES. PHONE (216) 291-2480
MOBILE. NO. _____
E-MAIL _____

STOCK NO.

J18488

SALESPERSON Andrew Keates DATE 11/30/202

DEAL NO. _____ CUSTOMER NO. 550998

MILEAGE ON PURCHASED VEHICLE: _____
Accurate Unless Marked Not Accurate ☐ NOT ACCURATE

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: ☐ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL

VEHICLE SOLD:

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	SERIAL NO.
2025	Ford	Escape	ST-Line Se	Carbonized	ST-Lin	1FMCU9NZ8SUA27371

TRADE IN RECORD - TRADE 1	
YEAR	MAKE
VIN #	
MILEAGE: (Accurate Unless Marked Not Accurate) ☐ Not Accurate Salvage Vehicle? ☐ Yes	
BALANCE OWED _____ (Good Until _____) Trade-In Allowance _____	
LIENHOLDER	
ACCT #	
TRADE IN RECORD - TRADE 2	
YEAR	MAKE
VIN #	
MILEAGE: (Accurate Unless Marked Not Accurate) ☐ Not Accurate Salvage Vehicle? ☐ Yes	
BALANCE OWED _____ (Good Until _____) Trade-In Allowance _____	
LIENHOLDER	
ACCT #	
REMARKS	
I ACKNOWLEDGE THAT THE REGISTRATION CONVENIENCE FEE AND SERVICE IS OPTIONAL UNLESS REQUIRED BY THE LENDER, I AGREE TO PAY THE FEE LISTED HEREON.	
The Purchaser warrants that any used vehicle delivered to the Dealer is properly titled to the Purchaser, has never been a salvage vehicle. X	
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.	
X _____	
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, _____ (known as negative equity).	
X _____	
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.	
X _____	

PRICE OF VEHICLE	35860
OTHER GOODS & SERVICES	
REGISTRATION CONVENIENCE FEE	
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX _____ %	\$ 38,000.00
TITLE FEE ☐ REG FEE ☐ TEMP ☐ NEW ☐ TRANS ☐	\$ 35.00
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	-\$ 2,105.00
LESS INITIAL PAYMENT CASH DOWN	
LESS REBATE/FACTORY INCENTIVE	
LESS REBATE/FACTORY INCENTIVE	
LESS REBATE/FACTORY INCENTIVE	
LESS REBATE/FACTORY INCENTIVE	
+ LESS	
BALANCE DUE	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchaser of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditions/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

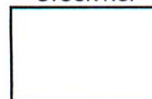
This motor vehicle contract is executed this _____ day of _____, _____

PURCHASER(S) _____

ACCEPTED BY AUTHORIZED AGENT _____

PURCHASER CITY OF CLEVELAND HEIGHTS
ADDRESS 40 Severance Cir
CITY Cleveland STATE OH ZIP 44118
RES. PHONE (216) 291-2480
MOBILE NO. _____
E-MAIL _____

STOCK NO.



SALESPERSON Andrew Keates DATE 11/22/23

DEAL NO. _____ CUSTOMER NO. 550998

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: ☐ NEW ☐ USED ☐ DEMO ☐ RENTAL ☐ FACTORY OFFICIAL
VEHICLE SOLD:

MILEAGE ON PURCHASED VEHICLE: _____
Accurate Unless Marked Not Accurate ☐ NOT ACCURATE

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	SERIAL NO.
2024	Ford	Transit 350	Cargo	White	XL	1FTBW2X84RKA42204
TRADE IN RECORD - TRADE 1			PRICE OF VEHICLE		\$ 62,550.00	
YEAR	MAKE	MODEL	OTHER GOODS & SERVICES			
VIN #						
MILEAGE: (Accurate Unless Marked Not Accurate) ☐ Not Accurate Salvage Vehicle? ☐ Yes						
BALANCE OWED _____ (Good Until _____) Trade-In Allowance _____			Bid Date 11/22/23			
LIENHOLDER			Classic Ford Madison			
ACCT #			6251 N. Ridge Rd			
TRADE IN RECORD - TRADE 2			Madison OH 44057			
YEAR	MAKE	MODEL				
VIN #						
MILEAGE: (Accurate Unless Marked Not Accurate) ☐ Not Accurate Salvage Vehicle? ☐ Yes						
BALANCE OWED _____ (Good Until _____) Trade-In Allowance _____			\$2,105 from overage off of Explorer trade			
LIENHOLDER						
ACCT #						
The Purchaser warrants that any used vehicle delivered to the Dealer is properly titled to the Purchaser, has never been a salvage vehicle.						
X _____			DOCUMENTARY SERVICE FEE			
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.						
X _____			TOTAL PRICE			
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, _____ (known as negative equity).			TRADE-IN ALLOWANCE(S)		()	
X _____			TAX BASE			
Any controversy, dispute or claim arising out of or relating to the purchase, finance or warranty of this motor vehicle or the relationship or duties contemplated under this contract or the breach thereof shall be settled by arbitration in accordance with the commercial rules and the supplementary procedures for consumer related disputes of the American Arbitration Association.			SALES TAX _____			
			TITLE FEE ☐ REG FEE ☐ TEMP ☐ NEW ☐ TRANS ☐		\$35.00	
			PLUS PAYOFF ON TRADE VEHICLE(S)			
			TOTAL DUE		\$ 62,585.00	
			LESS INITIAL PAYMENT CASH DOWN		\$ 2,105.00	
			LESS REBATE/FACTORY INCENTIVE			
			LESS REBATE/FACTORY INCENTIVE			
			LESS REBATE/FACTORY INCENTIVE			
			LESS REBATE/FACTORY INCENTIVE			
			+ LESS			
			BALANCE DUE		\$ 60,480.00	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Condition/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the Agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this 11/22/23
PURCHASER(S) _____

ACCEPTED BY AUTHORIZED AGENT _____

The Reynolds and Reynolds Company EF2071 Q (10/12)

Proposed: 12/16/2024

RESOLUTION NO. 258-2024(PSH), *First Reading*

By Mayor Seren

A Resolution to suspend enforcement of Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights for the period ending December 31, 2025, or at such earlier time as Council may subsequently prescribe, on specified streets; providing for on-street overnight permit parking on specified portions of Kensington, Hillcrest, Belmar, Glenmont and Eddington Roads; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights prohibits parking of any vehicles on any street in the City of Cleveland Heights between the hours of 3:00 a.m. and 6:00 a.m., with the exception of a physician making an emergency call.

WHEREAS, there is insufficient off-street parking for the residents and guests of certain City streets which are hereafter named, due to a high concentration of older apartment buildings with inadequate garage space; and

WHEREAS, the Mayor has thus declared an emergency to exist on such streets and has recommended that all-night parking be permitted; and

WHEREAS, additional resident parking is also necessary on Kensington Road between Lee Road and Cottage Grove Road and on Hillcrest, Belmar, Glenmont and Eddington Roads between Mayfield Road and Avondale Road in response to which this Council previously initiated a program to implement overnight on-street permit parking on the aforementioned streets; and

WHEREAS, it would be in the best interest of the City and its residents to continue the above described overnight on-street permit parking program and to allow overnight parking on the streets where the Mayor has recommended.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The aforementioned regulations contained in Section 351.09 of Part Three (Traffic Code) of the Codified Ordinances of the City of Cleveland Heights shall remain in full force and effect upon all streets not specifically enumerated below, but the enforcement thereof shall be temporarily suspended for the period ending December 31, 2025, or at such earlier time as Council may subsequently prescribe, on the following-described streets in the City of Cleveland Heights.

RESOLUTION NO. 258-2024(PSH)

1. Mayfield Road from the Westerly line of Eddington Road west to Coventry Road.
2. Euclid Heights Boulevard from Coventry Road to Edgehill Road.
3. Derbyshire Road from Euclid Heights Boulevard to Norfolk Road.
4. The entire length of the east side of Surrey Road.
5. Bellfield Avenue from Cecil Court Southerly to North Park Boulevard.
6. Middlehurst Road from Mayfield Road to the south side of Hampshire Road.
7. South side of Hampshire Road from Hampshire Lane to Coventry Road.
8. Grandview Avenue from Cecil Place Southerly to West St. James Parkway.
9. Superior Park Drive from North Taylor Road to South Compton Road.
10. Yorkshire Road from Lee Road, extending in an Easterly direction on the south side to a point coinciding with the Westerly property line of a single-family home identified as 3220 Yorkshire Road, and extending in a Westerly direction on the south side of Yorkshire Road to a point coinciding with the Easterly property line of the first single-family home on Yorkshire Road west of Lee Road.
11. Norfolk Road between Cedar Road and Derbyshire Road.
12. East side of Overlook Road from south of the Edgehill Road intersection in front of PPN 685-03-057 to the northern driveway of 2300 Overlook Road, PPN 685-02-002.

SECTION 2. The Mayor is authorized to issue permits to residents and owners of property on Kensington Road between Lee Road and Cottage Grove Road which will allow such permit holders to park either in Municipal Lot No. 16 or overnight on Kensington Road between Lee Road and Cottage Grove Road. Such permits will be available for sale for a period from January 1, 2025, through December 31, 2025, at a cost of One Hundred Fifteen Dollars (\$115.00) per calendar quarter.

RESOLUTION NO. 258-2024(PSH)

SECTION 3. The Mayor is additionally authorized to issue permits to residents and owners of property on Hampshire Road to park overnight on the area between Hampshire Lane and Overlook Road at Euclid Heights Boulevard. Such permits shall be available for sale from January 1, 2025, through December 31, 2025, at a cost of One Hundred Fifteen Dollars (\$115.00) per calendar quarter.

SECTION 4. The Mayor is further authorized to issue permits to residents and owners of property on Hillcrest, Belmar, Glenmont and Eddington Roads between Mayfield Road and Avondale Road to park overnight on the owner's or resident's street in the area between Mayfield Road and Avondale Road. Such permits shall be available for sale for a period from January 1, 2025, through December 31, 2025, at a cost of One Hundred Fifteen Dollars (\$115.00) per calendar quarter.

SECTION 5. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 6. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the necessity of having this regulation in effect and of benefit to the residents at the earliest time possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 258-2024(PSH)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: December 16, 2024

To: City Council

From: Eric Zamft, Director of Planning & Development; Eric Elmi, Chief Building Official

Subject: Amending Chapter 1311, Administration, Fees and Penalty; of Title Three, Local Provisions; of Part Thirteen, Building Code of the Codified Ordinances of Cleveland Heights

Purpose Statement: To implement the proposed revised or new Fee Schedule right-sizes the City's fees to be more in line with our neighbors, and to also try to reflect the distinction between those services that are more time consuming and review-heavy than others.

Chapter 1311, Administration, Fees and Penalty; of Title Three, Local Provisions; of Part Thirteen, Building Code of the Codified Ordinances of Cleveland Heights contains the fees for building permits utilized by the Building & Permitting Division of the Department of Planning, Neighborhoods & Development. The current fees have not been reviewed in some time and reflect when such services were completely contracted out. Now that building services have been brought back in-house, City staff examined the existing fees.

City staff, in examining its administration these services has looked closely at the fees that are required and has compared that to nearby communities. This examination has revealed that not only have many of these fees not been updated in some time, but that they are lower than our neighbors.

The administration is suggesting emergency passage on First Reading to allow for such fees to be effective January 1, 2025.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? First reading, emergency language would allow the Division to start 2025 with the new fees, as opposed to updating them after the year has started.

Is passage on first reading necessary: Yes: _____ X No: _____

If yes, why? First reading, emergency language would allow the Division to start 2025 with the new fees, as opposed to updating them after the year has started.

If funding is required, is it already budgeted for? Yes: NA No: NA

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

ORDINANCE NO. 259-2024(HB), *First Reading*

By Mayor Seren

An Ordinance amending Chapter 1311, Administration, Fees and Penalty; of Title Three, Local Provisions; of Part Thirteen, Building Code of the Codified Ordinances of Cleveland Heights to revise and add certain fees for procedures and services pertaining to the administration and enforcement of the Building & Permitting Division, and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City now provides most building and permitting services in-house; and

WHEREAS, the City has not conducted a comprehensive review of its building and permitting fees in some time; and

WHEREAS, such fees are not in line with the fees for similar services in nearby communities; and

WHEREAS, it is necessary to update the building and permitting fees to more adequately reflect the City's cost pertaining to the administration and enforcement of said services.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby adopts the amendments to Chapter 1311, Administration, Fees and Penalty; of Title Three, Local Provisions; of Part Thirteen, Building Code of the Codified Ordinances of Cleveland Heights, as set forth in **Exhibit A** attached hereto.

SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to have such fees effective starting January 1, 2025. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Exhibit A

PROPOSED BUILDING FEE AMENDMENTS

December 16, 2024

CHAPTER 1311
Administration, Fees and Penalty

...

1311.051 PLANS EXAMINATION FEES.

(a) The following fees shall be paid for plans examination (commercial) for projects subject to review under the Ohio Building Code (OBC):

Initial submission

Sixty-One-hundred and ten dollars (~~\$60.00~~110) per hour of ~~architect's-plan~~ review time, with a minimum charge of three (3) hours (~~\$240.00~~330).

Resubmissions

Flat fee of sixty-eighty dollars (~~\$60.00~~80) for each resubmission.

(b) The following minimum deposits shall be required for plans examination (residential) for projects subject to review under the ~~Ohio Building Code~~Residential Code of Ohio (RCO):

<i>Square Feet of Aggregate Floor Area</i>	<i>Minimum Deposit</i>
<u>Under 10,000</u>	<u>\$180.00</u>
<u>10,000 or over</u>	<u>360.00</u>

Sixty dollars (\$60) per hour of plan review time.

~~Unbilled balance of deposit, if any, will be refunded to the applicant upon completion of the project. Charges in excess of deposit will be billed to the applicant. The City reserves the right to request additional deposit amounts when the project is expected to exceed the minimum deposit.~~

(c) When a submission requires preparation of an adjudication order by the Chief Building Official, the applicant shall be assessed an additional fee of forty dollars (~~\$40.00~~).

~~(d) Preliminary Review. Applicants requesting a preliminary review of plans by the City's Plans Examiner shall be assessed a fee of sixty dollars (\$60.00) per submission.~~

1311.052 BUILDING PERMITS REQUIRED.

(a) No person shall excavate, grade or pave on any property, or construct, alter, repair, move or demolish any building or appurtenant structure on any property without first obtaining a building permit from the Building Commissioner and paying the required fee. A separate permit shall be obtained for paving, electrical work, plumbing work, heating, air conditioning, appliance and all equipment installations.

(b) In addition to any and all charges set forth in this chapter, permit fees shall be subject to the following surcharges in cases where a person commences and/or completes work without first obtaining a permit:

Permit obtained within 48 hours of notice issued by the Building Department	\$ 50.00
Permit obtained within <u>five (5)</u> days of notice	<u>75.00</u> Up to \$500
Permit obtained any time thereafter	<u>100.00</u> Up to \$1,000 per week

~~In cases where a permit may not be readily obtained due to the need to revise plans or appeal to an administrative board (such as the Architectural Board of Review, Board of Zoning Appeals, etc.), the filing of such plans or appeal shall be considered as intent to obtain a permit, and no additional surcharge shall be imposed after the date of such filing so long as all work has been stopped and the construction site left in a safe and secure state as set forth in any notice issued by the Building Commissioner or his authorized agent.~~ The imposition of a permit fee surcharge shall not preclude the Director of Law, Building Commissioner, or other appropriate City official from instituting an action or proceeding in a court of competent jurisdiction for penalties as set forth in Section 1311.99, or for remedial action pursuant to Section 1311.12.

1311.053 REINSPECTION FEE.

For work subject to reinspection, there shall be imposed a fee of fifty dollars (\$50.00) for defective work, or for failure to have work ready for inspection at the time requested for reinspection.

1311.06 PERMIT FEES GENERALLY.

The general schedule of permit fees for each of the following categories of construction shall be as follows:

(a) New Construction of commercial buildings as defined in Chapter 101.1 and 101.2 of the Ohio Building Code (including 3 or more townhomes) and additions to such commercial buildings:

<i>Type of Work</i>	<i>Basic Fee</i>	<i><u>Per 100 Sq. Feet Plus Additional Fee</u></i>
(1) Building structure	2% of the Cost of Construction of Structure only *	
(2) Electrical	\$100.00	\$ 5.00 1% of Cost of Construction
(3) Plumbing	100.00	1% of Cost of Construction 5.00
(4) Heating	100.00	1% of Cost of Construction 5.00
(5) Ventilating	100.00	1% of Cost of Construction 5.00

* It shall be the obligation of the owner or his agent to furnish estimates as will enable the Building Official to determine the current cost value. Where such estimates are incomplete or inconclusive, the Building Official may require the owner or his agent to furnish an estimate by a professional individual or organization satisfactory to the Building Official.

(b) New construction of residential 1, 2 and 3 family structures and additions to such structures:

		Basic Fee	Per 100 Sq. FeetPlus Additional Fee
(1)	All buildings or structures other than residential detached garages	\$100.00 150	1% of Cost of Construction 5.00
(2)	Residential detached garages Up to 500 sq. ft.	50.00100	NA
	501 sq. feet or more	100.00150	NA
(3)	Electrical	50.0075	1% of Cost of Construction 5.00
(4)	Plumbing	50.0075	1% of Cost of Construction 5.00
(5)	Heating	50.0075	1% of Cost of Construction 5.00
(6)	Ventilating	50.0075	1% of Cost of Construction 5.00

(c) Repairs/alterations to existing commercial and residential buildings.

		Basic Fee	Per \$1,000 of Value of ConstructionPlus Additional Fee
(1)	Interior alteration	\$100.00 150	1% of Cost of Construction 5.00
(2)	Demolition:		
	Garage (1,2,3 family)	50.0075	5.00NA
	Accessory structures under 500 square feet	50.0075	1% of Cost of Construction 5.00
	All other buildings	100.00	1% of Cost of Construction 5.00
(3)	Lifting devices: Elevators and escalators		
	New	100.00	5.00
	Alterations	75.00	5.00
	Power dumbwaiter, conveyor or other devices		
	New	100.00	1% of Cost of Construction 5.00
	Alterations	50.00	1% of Cost of Construction 5.00
(4)	Other Alterations:		
	Aluminum or other siding	50.00	1% of Cost of Construction 5.00
	Windows	50.00	1% of Cost of Construction 5.00
	Roof	50.00	1% of Cost of Construction 5.00
	Radio, TV towers, satellite dish receiving antennas	50.00	1% of Cost of Construction 5.00
(5)	Swimming pools: (More than 100 sq. ft. of water surface and more than 2 ft. deep).		
	Permanent (underground)	100.00	1% of Cost of Construction 5.00
	Above ground	50.00	1% of Cost of Construction 5.00
(6)	Commercial refrigeration or air conditioning units (by weight):		
	4 lbs. to 5 tons	50.0075	1% of Cost of Construction 5.00
	More than 5 tons	75.00100	1% of Cost of Construction 5.00
(7)	Central unit residential air conditioning: (inc. electrical or gas piping permit fee)	75	1% of Cost of Construction 5.00
	Liquid storage tanks (gallon capacity)		
	Up to 600	50.00	1% of Cost of Construction 5.00
	601 up to 3000	75.00	1% of Cost of Construction 5.00
	3001 up to 12,000	100.00	1% of Cost of Construction 5.00
	12,001 or over	125.00	1% of Cost of Construction 5.00
(8)	Fuel pumps: Per nozzle	50.00	1% of Cost of Construction 5.00
(9)	Alarm/detection systems:	50.00	1% of Cost of Construction 5.00
(10)	Sprinklers	50.00	1% of Cost of Construction 5.00
(11)	Repairs not otherwise specified in this chapter which require building permit	50.00	1% of Cost of Construction 5.00

1311.07 SIDEWALKS, DRIVEWAYS AND CURB CUT FEES.

(a) Sidewalks, driveways and driveway aprons shall be constructed, altered or repaired in compliance with specifications, rules and regulations of the Building Commissioner, and only after a permit is obtained therefor upon approval and payment of a fee as follows:

	<i>Type of Work</i>	<i>Fee</i>
(1)	Driveway, new or 50% or more replacement	\$35.00 50
	repair or less than 50% replacement	\$15.00
(2)	Sidewalk, new or 50% or more replacement	\$25.00 35
(3)	Driveway or sidewalk , repair or less than 50% replacement	\$15.00 25
(34)	Driveway apron	\$17.00 25

(b) Curb cuts shall be subject to prior approval of the Building Commissioner and payment of a fee of fifty dollars (~~\$50.00~~).

1311.071 PARKING LOT FEES.

Parking lots shall be constructed, altered or repaired in compliance with specifications, rules and regulations of the Building Commissioner, and only after a permit is obtained therefor upon approval and payment of a fee as follows:

<i>Square Feet</i>	<i>Fee</i>
Up to 1,000 square feet	\$35.00 50
Each additional 1,000 square feet (Maximum fee is \$300.00.)	\$5.00 per 1,000 square feet

1311.08 STREET EXCAVATION PERMIT FEES; BACKFILL AND RESTORATION; UTILITY INSPECTION FEE.

(a) No person, firm or corporation shall excavate or make any openings in any street or alley without first obtaining a permit therefor from the Building Commissioner and paying a nonrefundable fee as follows:

<i>Excavation Area (Square feet)</i>	<i>Fee</i>
Less than 20	\$ 200. 00
20 up to 50	400. 00
50 up to 100	600. 00
100 or over	800. 00

The Commissioner may refund the fee when he is satisfied that the permit applicant has made all necessary and proper permanent street repairs and restoration.

(b) Any contractor who requires a street opening permit shall backfill in layers of aggregate or acceptable alternate not over six (6) inches in depth, and each layer shall be thoroughly tamped before adding the next layer. The contractor shall then form a street sub-base of not less than six (6) inches of concrete, as the City Inspector may direct. The contractor shall then complete paving the opening with the same kind of material as the existing street, and the surface shall conform to and be flush with the abutting existing street surfaces.

The contractor shall post a telephone number at the site for an emergency call twenty-four (24) hours a day in the event that unsafe conditions or noisy disturbances are found when the contractor is not at the site.

(c) When involved in any sub-surface work on public property within the City, any utility company shall pay an inspection service fee at the rate of ~~nine dollars and fifty cents~~twenty dollars (\$~~9.50~~20) per hour or pro-rated part thereof for the actual time spent by any City Inspector at the project site, ~~with a minimum fee of five dollars and seventy five cents (\$5.75).~~

~~(d) When involved in any subsurface work on public property within the City, any utility company shall pay an inspection service fee at the rate of ten dollars and fifty cents (\$10.50) per hour or pro-rated part thereof for the actual time spent by any City Inspector at the project site.~~

1311.09 PLUMBING AND SEWER FEES FOR ALTERNATION.

The minimum plumbing fee shall be ~~fifty-seventy-five~~ dollars (\$~~50.00~~75), to which shall be added the following additional fees:

(a) ~~Three-Five~~ dollars (\$~~3.00~~5) per unit fee for plumbing and/or sewer fixtures including, but not limited to: lavatories, sinks, laundry trays, bathtubs, showers, combination fixtures, urinals, floor drains, water closets, area drains, yard drains, refrigerator drains, dishwasher, sterilizer, dental chair, water filter, ejector, sump pump, garbage grinder, each three (3) feet or fraction thereof of wash sink or wash fountain length or perimeter, each three (3) feet or fraction thereof of trough urinal length, and each three (3) feet or fraction thereof of gang shower length and each inside leader.

(b) The following fees for hot water storage tank gallon capacity:

<u>Square Feet</u>	<u>Fee</u>
150 or Less	\$35.00 <u>50</u>
151 to 300	40.00 <u>60</u>
301 or Over	80.00 <u>100</u>

(c) A ~~seventy-five~~fifty dollar (\$~~75.00~~50) fee for each water or sewer connection to the public system, plus a thirty-five dollar (\$35) base fee.

1311.10 ELECTRICAL FEES FOR ALTERATION.

The minimum electrical fee shall be fifty dollars (\$~~50.00~~), to which shall be added the following fees for each unit installed:

		<u>Fee</u>
(a)	Lighting outlet and receptacle outlet, <u>each</u> :	<u>\$1</u>
	—Less than 50, each:	\$.50
	—50 or more, each:	.40
(b)	Lighting fixture, <u>each</u> :	<u>\$1</u>
	—Less than 50, each:	.50
	—50 or more, each:	.40
	Each of four (4) fluorescent or other similar electric discharge fixtures and each four (4) feet of continuous neon or other similar tubing are deemed to be a separate lighting fixture.	

(c)	Outlets installed 24 inches or less on centers, as in strip lighting, marquee lighting, footlights, borders:	
	Outlet, each:	.40
(d)	Fixed multi-outlet receptacle assemblies:	
	6 feet, each:	.50
(e)	Temporary lighting installations	
	Per 100 square feet:	.50
(f)	High intensity lighting outlets:	
	Motion picture projectors using arc lamps or wattage of 1000 or more, each:	10. 00
(g)	220 volt (or higher voltage) dedicated outlets or hookups for equipment or appliances such as ranges, clothes dryers, furnaces, electric heat treating or temporing equipment, permanent wave apparatus, hair dryers, and similar heating devices, each:	2.00 5
(h)	Exhaust fans, each:	2.00 5
(i)	Outlets for power; including transformers, generators, batteries (primary and secondary), rectifiers, electrostatic filters and motors; including controls, distribution panels and connections thereto, each:	10. 00
(j)	X-ray machines and equipment, each:	20. 00

1311.11 HEATING, REFUSE BURNING AND VENTILATION DUCT FEES FOR ALTERATION.

Fees for the examination of plans and applications for the issuance of permits, and the original inspection and certificate of operation for the construction, installation, reconstruction or alteration of any process, fuel-burning, refuse-burning or ventilation duct equipment are as follows:

		<i>Fee</i>
(a)	Process and Fuel-Burning Equipment for Each Unit (Rated Input Capacity in BTU or Equivalent)	
	Up to 50,000	\$ 50. 00
	50,000 up to 250,000	75. 00
	250,001 up to 500,000	100. 00
	500,001 up to 2,500,000	125. 00
	2,500,001 up to 10,000,000	175. 00
	10,000,001 up to 100,000,000	225. 00
	Over 100,000,000	325. 00
(b)	Ventilation Ducts	
	For first 100 square feet or fraction thereof	50. 00
	For each additional 100 square feet of floor area served	5. 00
(c)	Refuse Burning Equipment For Each Unit (Primary furnace volume in cubic feet)	
	Less than 6	50. 00
	6 to 49	100. 00
	50 or more	125. 00
(d)	Process Equipment	
	Each installation, liquid or gas (See ventilation duct for exhaust facilities.)	100. 00
(e)	Factory Built Fireplaces and Stoves	
	For each installation	50. 00
(f)	Air Handler	50. 00
(g)	Gas Logs	50. 00
(h)	Wood Burning Unit	50. 00

1311.12 PENALTY DOES NOT PRECLUDE OTHER REMEDIAL ACTION.

The imposition of any penalty for violation of this Part Thirteen - Building Code or the adopted Regional Dwelling House Code or Ohio Building Code shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a building, structure or premises; or to require compliance with the provisions of this Part Thirteen - Building Code, or the adopted Regional Dwelling House Code or Ohio Building Code, or other applicable laws, ordinances, rules or regulations, or orders or determinations of the Building Commissioner, Mayor or designee or Board of Building Code Appeals.

...

1311.15 FEES FOR REINSPECTIONS.

(a) In any case in which the owner of any structure or vacant lot in the City of Cleveland Heights has received a Notice of Violation(s) of any provision of Title Five, Housing Code, or Title Seven, Business Maintenance Code, of this Part Thirteen of the Codified Ordinances, whether pursuant to a point of sale, systematic, or complaint inspection, and such owner has not corrected all such violations issued in the Notice within eighteen (18) months of the date of such Notice, the City may charge a fee of fifty dollars (\$50.00) per inspection for each reinspection conducted by City inspectors after said eighteen (18) months have expired to determine compliance with the original Notice. These reinspection fees shall be applicable to all properties in the City, whether residential, commercial or otherwise, excluding only single-family owner-occupied dwelling units. The fifty dollar (\$50.00) reinspection fee shall not be applicable if the reinspection discloses total correction of all violations.

(b) The imposition of the reinspection fees provided for hereinabove shall be in addition to any other remedies and/or penalties provided by law or equity.

1311.99 PENALTY.

Whoever violates any provision of this Part Thirteen - Building Code, or the adopted Regional Dwelling House Code or Ohio Building Code, or any rule or regulation promulgated thereunder, or fails to comply therewith or with any written notice or written order issued thereunder, or whoever refuses to permit entry by the Building Commissioner or other City department heads or their representatives at a reasonable hour, or whoever interferes with, obstructs or hinders the Building Commissioner or his authorized representatives while attempting to make inspections, where not otherwise specifically provided for, shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six (6) months, or both. Each day such violation occurs or continues shall constitute a separate offense.

Proposed: 12/16/2024

RESOLUTION NO. 260-2024(COTW), *First Reading*

By Council Member Posch

A Resolution substituting the scope of work for the grant to Reaching Heights, Inc. ("Reaching Heights") originally authorized through Ordinance No. 179-2023; authorizing the Mayor to execute an agreement with Cleveland Heights-University Heights School District, and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio ("City") received Thirty-Eight Million, Eight Hundred Seventeen Thousand, Sixty-Two Dollars and 0/100 (\$38,817,062.00) in direct payments pursuant to the American Rescue Plan Act of 2021 ("ARPA Funds");

WHEREAS, this Council authorized the award of ARPA Funds to Reaching Heights through Ordinances No. 179-2023 and 109-2024, such authorizations being based on its proposals to Council;

WHEREAS, Reaching Heights wishes to substitute the scope of its most recent proposal approved by this Council with a proposal for a Work-Based Learning program in partnership with the Heights Career Tech Consortium ("CTE"), which is the provider of vocational education for Cleveland Heights-University Heights School District ("District") students;

WHEREAS, the primary purpose of CTE's Work-Based Learning programs is to provide students with educational attainment;

WHEREAS, the City and the District are parties to one or more Compensation Agreements through which the City passes through payments in lieu of taxes generated by development projects that benefit from tax increment financing ("TIF");

WHEREAS, Ohio Revised Code Section 5709.82 allows the City to negotiate and enter into an agreement with the District to ensure the District receives the percentage of tax revenue forgone by the District as a result of TIF-financed development projects;

BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council finds and determines that the revised project scope, attached hereto and on file with the Clerk of Council as Exhibit "A," furthers the legitimate government purposes described in R.C. § 5709.82, provided that the City and the District enter into an agreement pursuant to that Section providing for the total amount of the grant to Reaching Heights be deducted from amounts the City owes to the District under the Compensation Agreements, and that it is in the best interest of the City to approve

RESOLUTION NO. 260-2024(COTW)

this scope, subject to the Director of Law's approval of the terms and conditions of the grant agreement governing said scope, and only if the City and the District enter into an agreement pursuant to R.C. § 5709.82 as described in this Section.

SECTION 2. The Mayor is hereby authorized to execute an agreement with the District as described in Section 1 of this Resolution.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being meeting the grant deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN

Mayor

EXHIBIT A
SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

[Intent of program, approach, types of assistance and recipients, major entities involved]

Role Models is a 10-week program (March - May) connecting high school juniors + seniors with local businesses through work-based learning with a focus on financial wellness and paid internships.

This program:

- serves as a catalyst to brain gain + influx of human capital with graduates returning to the community to buy homes, launch businesses, start and raise families, and establish employment, ultimately spurring economic development;
- provides valuable human and financial capital to local businesses to sustain and scale their businesses;
- equips local businesses with the resources they need to thrive, creating a **stronger economic foundation for the entire community**;
- benefits businesses and provides students with a landscape rich in **employment opportunities** and a chance to contribute their skills to their hometown's success
- revitalizes the local economy;
- fuels economic growth; and
- creates a more vibrant community with a skilled workforce, ultimately attracting even more investment and opportunity

B. ROLES AND RESPONSIBILITIES

[General description of, Subrecipient, and other partners' responsibilities]

[Insert Subrecipient's Name] Staff

- This Project has no subrecipients
- Partners
 - a. Future Heights
 - i. Serve as conduit to local businesses to participate in the program and host interns.
 - b. Cleveland Heights Schools District – Heights Career Tech Consortium
 - i. Providing in school time and space for delivery of program
 - ii. Assists in identifying student participants
 - c. KeyBank
 - i. Providing Money Mentor training
 - d. Noble Library
 - i. Providing meeting space for business portion of program
- Staff
 - a. Reaching Heights
 - b. Volunteers trained as Money Mentors as part of the Money, Me & Key training via KeyBank

C. **ADMINISTRATOR**

[Include the role and responsibilities, and deliverables of the administrator. If it is a robust scope or a big program, there may be a need for a specific document to outline the scope.]

- Erica C. Penick, Executive Director
 - a. Point of Contact
 - b. Visionary
 - c. Strategic Coordinator

D. **PROGRAM ADMINISTRATION AND PROCESS OVERVIEW**

[Include information on participant eligibility criteria, eligible expenses, intake process, etc.]

- A. Participant Eligibility
 - a. CH-UH students
 - b. CH-UH businesses
- B. Eligible Expenses
 - a. Scholarships + Internships
 - b. Marketing + Outreach
 - c. Personnel + Administrative
- C. Intake Process
 - a. Business Applications + Student Enrollment (January – February)
 - i. Online (businesses)
 - ii. Via Cleveland Heights Schools District – Heights Career Tech Consortium (students)

E. **WORKPLAN**

[Project phases and timing]

- 2024
 - Identified Needs Gap
 - Conceptualized Program
 - Socialized Program to Stakeholders
 - Identified Partners
- November 2024 – January 2025
 - Marketing + Outreach
- January – February
 - Applications + Enrollment
 - Money Mentor Training
- March – May
 - Program Implementation
 - Data Collection
- June - July
 - Data Analysis
 - Impact Reporting

Funding Proposal: Reaching Musical Heights

1. Executive Summary

Role Models is a 10-week program (March - May) connecting high school juniors + seniors with local businesses through work-based learning with a focus on financial wellness and paid internships.

2. Program Highlights

- Paid Internships
- Scholarships
- Work-Based Learning Student Professional Development

3. Impact & Evaluation

Role Models as a Work-Based Learning Student Professional Development program creates a **brain gain** that injects the community with a fresh wave of **human capital**, positions students to embark on college and careers, and establishes roots to become homeowners, business owners, and employees, **fueling economic growth**. Businesses, in turn, benefit from this influx of talent and receive valuable **financial and human capital** to help them thrive. This not only strengthens the local economy but also creates a more vibrant community with a **skilled workforce**, ultimately attracting even more investment and opportunity.

We will track metrics directly tied to the program's goals.

Quantitative: Numbers Served (individuals, households, gender, age demographic, household income, homeownership, program volunteers, businesses, scholarships, business grants, internships)

Qualitative: Incremental surveys and focus groups with program participants and stakeholders to provide insights into the program's effectiveness, user experience, and unintended consequences.

4. Budget

- **Scholarships + Internships** – financial scholarships direct to students in support of continued education and career advancement, financial grants direct to businesses to provide paid internships to participating students
- **Marketing & Outreach:** Materials, activities, technology to promote the program
- **Personnel + Administrative:** Salaries, supplies, volunteer recruitment, program evaluation and reporting

Projected Budget - Role Models 2025

<i>(based on 25 students + 25 businesses)</i>			
Expenses			
	Scholarships + Internships	\$37,500.00	
	Marketing + Outreach	\$10,000.00	
	Personnel + Administrative	\$27,500.00	
		\$75,000.00	

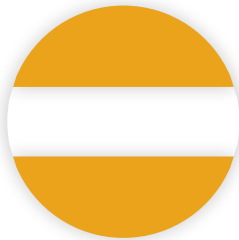
5. Sustainability

Reaching Heights is committed to long-term sustainability. We actively pursue fundraising efforts beyond grant opportunities, including individual funders, volunteers, and corporate sponsors. Additionally, we are establishing partnerships with local businesses, civic and resource organizations, and government municipalities to further support program resources.

6. Conclusion

Your investment in Reaching Heights Role Models program will directly impact students and businesses in the Cleveland Heights-University Heights City School District, expand access to diverse and inclusive resources, and ensure equitable economic mobility opportunities for all students and the community. We thank you for your time and consideration.

Economic Development



On-Going

Reaching Higher Heights Program Evaluation (continued)

Program: **Role Models (High School Edition)**

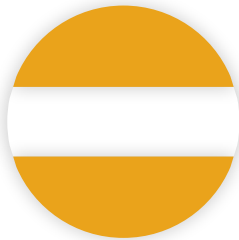
Partners: KeyBank, Noble Library, CH-UH Small Businesses, CH-UH School District, Future Heights

Team: Community Engagement Coordinator, Youth Services Associate, District Counselors, Community Building Programs Manager, Key Money Mentor

Money, Key, and Me (Student Edition)

- 8-10 Week Sessions
 - Spring (March - May)
 - High School Juniors + Seniors
- A continuation of the Ohio Model Curriculum for Financial Literacy with a focus on
 - financial responsibility, money management, informed consumer choices, credit, debt, savings, investment, financial planning, income & careers, entrepreneurial thinking
- Scholarship + Internship Opportunities
 - at the completion of the course, students are awarded \$500 deposit into a KeyBank account, which must remain in the account 6-months AND an opportunity for a paid internship
- Centralized Student Registration
 - Reaching Heights manages student registrations via our website
 - All partners co-market to drive registration
 - District Counselors recommend students for participation
- Standardize Curriculum Protocols
 - Key Money Mentor Designs, Prepares, + Facilitates Sessions
- Reliable, Quantifiable Data = Informed Decisions
 - Reaching Heights will establish consistent reporting protocols to accurately measure, evaluate, and report programmatic performance and impact.

Economic Development



On-Going

Reaching Higher Heights **Program Evaluation (continued)**

Program: **Role Models (High School Edition)**

Partners: KeyBank, Noble Library, CH-UH Small Businesses, CH-UH School District, Future Heights

Team: Community Engagement Coordinator, Youth Services Associate, District Counselors, Community Building Programs Manager, Key Money Mentor

Money, Key, and Me (Small Business Edition)

- 8-10 Week Sessions
 - Spring (March - May)
- Connecting Resources + Talent + Opportunity
 - CH-UH + surrounding area small businesses
 - CH-UH High School Junior + Seniors
 - at the completion of the course, businesses
 - are awarded \$1500 deposit into a KeyBank account, which must be used to bring on a CH-UH HS Junior or Senior for a paid internship
 - must complete the Money, Key, and Me mentor training
 - must serve as a Money, Key, and Me Mentor for at least cycle
 - must serve as a RH Role model
- Centralized Registration
 - Reaching Heights manages registrations via our website
 - All partners co-market to drive registration
 - Future Heights recommends + connects businesses for participation
- Standardize Curriculum Protocols
 - Key Money Mentor Designs, Prepares, + Facilitates Sessions with a focus on
 - business credit, traditional vs nontraditional lending, debt, savings, investment, insurance
- Reliable, Quantifiable Data = Informed Decisions
 - Reaching Heights will establish consistent reporting protocols to accurately measure, evaluate, and report programmatic performance and impact.

Note: Starting this program with HS Juniors + Seniors provides RH an opportunity to demonstrate its impact beyond primary + secondary education. These programs serve as a catalyst to brain gain + influx of human capital with graduates returning to CH-UH to buy homes, launch businesses, start and raise families, establish employment, ultimately spurring economic development.



Money,
Me & Key™

Money, Me & Key is our financial empowerment program that engages our community members about financial topics relevant to their lives so they can approach their personal finances with confidence. Classes are led by **Money Mentors**, all employees of KeyBank and members of the community.

Key's financial empowerment program:

To invite all people within our communities to take control of their money and put it to work to support the lives they want to live.

1

Training

Become a Money Mentor by completing the [Keys2Learn facilitator training](#)

2

Facilitating

Deliver Money, Me & Key programming in schools, at community events, with nonprofit and other partners, in workplaces

3

Reporting

All financial empowerment and education provided by Key teammates must be reported in [Key4Community](#)

Providing financial education, tools, resources, and information to clients, neighbors, and community members is a critical way Key teammates can contribute to our Community Reinvestment Act Community Development Service Hour reporting. Every Key employee has an opportunity to play a role in maintaining our [Outstanding](#) rating.





Are you looking for opportunities to leverage your financial expertise in the community? Would you like to provide financial empowerment guidance to local nonprofits and community members?

KeyBank partnered with EVERFI from Blackbaud to equip teammates with comprehensive, up-to-date, dynamic financial education materials to host workshops in person or virtually in partnership with local nonprofits and community partners.

Money, Me & Key materials, administered by the Community Relations and Corporate Initiatives team, provide strategic guidance, tools, and resources that help you facilitate and execute financial education and empowerment locally. Through these no-cost educational workshops, you can leverage your professional skills and financial knowledge to help organizations in your community.

Available workshops include:

Home Ownership

- Considering Homeownership
- Mortgages
- Mortgage Modifications

Small Business

- Developing a Business Plan
- How Businesses Obtain Credit
- How Businesses Use Credit
- Small Business Financial Statements
- Small Business Banking Services
- Small Business and Financial Emergencies

Personal Finance

- Banking Basics
- Budgeting
- Buying a Car
- Credit 101 (for High Schoolers)
- Credit Scores & Reports
- Debt Management
- Identity Theft
- Investing at Work
- Making Budgets Work
- Mobile Banking
- Preparing for a Financial Emergencies
- Retirement
- SMART Budgeting

Proposed: 1216/2024

RESOLUTION NO. 261-2024(AS), *First Reading*

By Mayor Seren

A Resolution authorizing the renewal of the City's property, vehicle, law enforcement, general, employment practices, and public official liability coverage for the City and its employees with the Public Entities Pool of Ohio for the calendar year 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Ohio law authorizes political subdivisions to contract for the purpose of entering into a joint self-insurance pool; and

WHEREAS, the City of Cleveland Heights, after careful evaluation of its options, determined in 2022 that it would be in the best interests of the City to enter into an agreement with the Public Entities Pool of Ohio to join its risk-sharing and joint self-insurance pool, and for the provision of property, vehicle, law enforcement, general, employment practices and public official liability coverage for the City and its employees beginning December 31, 2022, which was renewed for the calendar year 2024; and

WHEREAS, the renewal date for said insurance coverage is December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to execute any agreements or other documents necessary to renew property, vehicle, law enforcement, general, employment practices, and public officials liability insurance coverage for the City and its employees with the Public Entities Pool of Ohio for the calendar year 2025, in accordance with the terms and conditions set forth in the proposal from the Public Entities Pool of Ohio that is on file with the Clerk of Council. The agreement and related insurance policies and expenses shall be at a cost not to exceed \$847,608, and shall contain such other terms as recommended by the Mayor and Director of Law.

SECTION 2. All documents and contracts necessary to effectuate the Program shall be approved as to form by the Director of Law.

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

RESOLUTION NO. 261-2024(AS)

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to provide uninterrupted risk protection and liability coverage for the City and its employees. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/16/2024

ORDINANCE NO. 265-2024(F), *First Reading*

By President Cuda

An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2025 through March 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. To provide for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period beginning January 1, 2025 and ending March 31, 2025, pursuant to ORC 5705.38, the sums indicated in Exhibit A be and they are hereby appropriated.

SECTION 2. All expenditures of the City of Cleveland Heights within the period ending March 31, 2025 shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 3. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the city of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of and provide for the continuing operations of the City. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUD
President of Council

ADDIE BALESTER
Clerk of Council

Passed:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor

Exhibit A

Temporary budget to be prepared by Finance Department.

Proposed: 12/16/2024

ORDINANCE NO. 266-2024(CRR), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a design-build contract with The AKA Team, Inc. for the Cain Park Restrooms Renovation Project and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, on November 19, 2024, this Council adopted Ordinance 222-2024, which authorized issuance of a Request for Qualifications (RFQ) from design-build firms for the Cain Park Restrooms Renovation Project and the establishment of a deadline for the receipt and review of qualifications; established a process for award of such design-build contract through a staff recommendation following the review of qualifications received; and provided for a subsequent Council Ordinance to authorize a contract with the recommended firm; and

WHEREAS, pursuant to Ordinance 222-2024 the City established a deadline of December 10, 2024 for submission of qualifications in response to the RFQ, posted the RFQ on its website, and otherwise provided notice of the RFQ; and one design-build firm, The AKA Team, Inc., timely submitted qualifications; and

WHEREAS, City staff has reviewed the qualifications submitted by the AKA Team, Inc., has interviewed representatives of the firm's design-build team, has determined the firm to be reputable and qualified to provide design-build services for the City and, with the Mayor, now recommends that the City enter into a design-build contract with The AKA Team, Inc.; and

WHEREAS, the amount available for the Project is \$475,839.28, consisting of ARPA funds, which, under ARPA, must be obligated through execution of a contract not later than December 31, 2024.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council finds and declares that as a Home Rule Charter municipality the City of Cleveland Heights is authorized to determine the process used to select and engage a design-build contractor, as an exercise of its powers of local self government pursuant to Article XVIII, Section 3 of the Ohio Constitution and Article II of the City's Charter, without regard to the provisions of the Ohio Revised Code, which process the City determined in Ordinance 222-2024 and this Ordinance.

ORDINANCE NO. 266-2024(CRR)

SECTION 2. Pursuant to the authority referenced in Section 1 hereof, and notwithstanding any provision of Chapter 171 of the City's Codified Ordinances, which provisions are waived to the extent inconsistent herewith, the Mayor is hereby authorized to execute a design-build contract with The AKA Team, Inc. for the Cain Park Restrooms Renovation Project, not to exceed \$475,839.28, and to sign such other documents as may be necessary in connection with such contract, all subject to the final approval of the Director of Law.

SECTION 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the December 31, 2024 deadline for obligation of ARPA funds. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/09/2024

RESOLUTION NO. 241-2024(PD), *Second Reading (Amended 12.16.2024)*

By Mayor Seren

A Resolution authorizing the Mayor to execute a contract with OHM Advisors for the preparation of a Parks, Recreation, and Open Space Master Plan.

WHEREAS, the City of Cleveland Heights (the “City”) has a wide variety of parks, open spaces, and recreational activities, which serve as a pride for the community; and

WHEREAS, parks master plans typically drive a city’s near- and long-term projects for 15 to 20 years; and

WHEREAS, the City does not have a recent city-wide park master plan; and

WHEREAS, the City desires to create a community- and data-driven park, recreation, and open spaces master plan that guides investments and strategies for the community’s system of parks, open space, conserved lands, recreation, and programs over the next 10 years; and

WHEREAS, on or about July 18, 2024, a Request for Proposals (“RFP”) was issued by the City for a consultant to prepare a Parks, Recreation, and Open Space Master Plan; and

WHEREAS, the City received ten responses, which were all deemed complete; and

WHEREAS, each of the responses was first reviewed by staff from the Department of Planning and Development, Department of Parks and Recreation, and Mayor’s Office; and

WHEREAS, after evaluating responses, 4 teams were short-listed to interview; and

WHEREAS, after the interviews, staff from Planning and Development, Parks and Recreation, and the Mayor’s Office recommended to the Mayor that OHM Advisors, with offices located at 6001 Euclid Avenue, Suite 130, Cleveland, OH 44103, would provide the best service to the City and best meet the City’s needs; and

WHEREAS, after the interviews and at the suggestion of staff, OHM Advisors amended their proposal to include Seventh Hill Design, as indicated in a Proposal Letter dated December 5, 2024; and

RESOLUTION NO. 241-2024(PD)

WHEREAS, the cost of the services to be provided by OHM Advisors is not to exceed \$125,000.00 without further action by this Council; and

WHEREAS, this Council wishes to authorize a contract with OHM Advisors, for the preparation of a PROS Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with OHM Advisors to a Parks, Recreation, and Open Space Master Plan. Compensation for the services detailed therein shall not exceed \$205,000.00. All agreement hereunder shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



December 12, 2024

Mr. Eric Zamft, Director of Planning & Development
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

RE: **Cleveland Heights Parks, Recreation, & Open Space Master Plan**
#24191

Dear Mr. Zamft:

Thank you for the opportunity to partner with the City of Cleveland Heights (Cleveland Heights, Client) in developing a parks, recreation, and open space master plan for the community. OHM Advisors (OHM, Prime consultant) is excited to team with RDL Architects (RDL, subconsultant), and Seventh Hill (SH, subconsultant) to form the project Consultant Team. Our team of experts is excited to gather feedback and create a plan that defines the vision for the future of Cleveland Heights parks and recreation.

We have prepared this letter proposal based on the information in our request for proposals and discussions with you and the staff. Based on our discussion of the proposed scope, this proposal represents our understanding of the project, with the work plan, schedule, and cost of services.

Project Understanding

Developing a community and data-driven Parks, Recreation, and Open Space (PROS) Master Plan is a critical next step in the journey for Cleveland Heights. With ten park sites spanning 135 total acres, the city possesses substantial existing recreational infrastructure. The PROS Master plan will help guide both current decision-making and future endeavors.

Work Plan

Phase #1: Project Launch

- **1.1 Project Kick-Off:** At the beginning of the project, the Consultant Team will facilitate a kickoff meeting with the client and consultant team members to finalize the project work plan and project schedule (the project management plan), identify the technical advisory committee, preview the engagement and communications plan, and discuss high-level issues and opportunities. The kickoff meeting will also ensure that all participants in the planning process understand the team's work schedule, roles, and responsibilities.
- **1.2 Engagement & Communications Plan:** The Consultant Team will work with the client team to define and develop an engagement and communications plan. This plan will include strategies to communicate in a multitude of mediums such as a project website, print, social media, virtual platforms, and the City's online engagement platforms. The plan will also include preferred options for in-person engagement and interactions to meet people where they go. A stakeholder mapping exercise will be conducted to identify



specific groups and community members who must contribute to the planning process. The team will also develop engagement metrics.

- ▼ **Sub-Task - Design Project Brand Identity:** Create a project name suitable for common use with the public and website domain name. Design project logo and brand guidelines for use on public outreach materials and presentations.

- **1.3 Existing Conditions Inventory & Assessment:** The Consultant Team will gather all current conditions information via Cuyahoga County GIS data, maps provided by the City, and site reconnaissance of all City of Cleveland Heights parks. The team will also review all relevant plans and documents, including but not limited to the 2017 City Master Plan, Forest Hill Park Master Plan, and the ongoing Active Transportation and Climate Action Plans. This will include parcels, roads, drives, parking, structures, trails, play and natural features, grades, and vegetation masses for each city open space. The data will be compiled and organized to create a series of maps using AutoCAD and GIS software. We will develop an assessment and rating system for the parks' existing conditions including park feature community benefits, deficiencies, and necessary improvements. All mapping files will be organized and packaged for delivery back to the client team. The inventory and assessment will also identify City of Cleveland Heights community assets, active transportation facilities, and assets adjacent to the City, to understand connectivity needs and goals. Finally, the consultant team will examine the previous parks strategic plan. The findings and analysis will be summarized graphically to inform all participants in the planning process.
- **1.4 Demographic & Recreational Trend Analysis:** The Consulting Team will utilize the City of Cleveland Heights projections and supplement them with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS). ESRI specializes in population projections and market trends. For comparison purposes, data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons: To understand the market areas served by the park and recreation system and to distinguish customer groups. To determine changes occurring in the City of Cleveland Heights and assist in making proactive decisions to accommodate those shifts. Provide the basis for Service Area Analysis. The City's demographic analysis will be based on US 2020 Census information, 2024 updated projections, and 5 (2030) and 10 (2035)-year projections. The following demographic characteristics will be included: population density, age distribution, households, gender, ethnicity, and household income. From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to determine the potential community participation base. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2023 Study of Sports, Fitness, and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.
- **1.5 Technical Advisory Committee (TAC) Meeting #1:** During this task, the Consultant Team will meet with the technical advisory committee (TAC) to conduct a visioning exercise and identify the wants, needs, issues, and opportunities associated with the development of the plan. This meeting will ensure that all participants in the planning process understand the schedule and deliverables that will result from each Phase. The Consultant Team will also conduct an idea-gathering exercise and SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis and mapping activity to identify challenges and opportunities for the parks, park facilities, and active transportation facilities. The planned outcome of these activities will be to develop an opportunity statement, goals, and guiding principles to consider throughout the planning process.
- **1.6 Special Interest Group #1:** Following TAC Meeting #1, the Consultant Team will conduct up to four special interest group meetings identified and confirmed by the technical advisory committee and client team. One of the group sessions will consider engaging the youth with specific activities designed for their



participation. These sessions aim to further engage with specific stakeholders and community-based groups interested and/or invested in the community recreational facilities and parks. These sessions will also serve as a method to inform the community about the planning process and further develop the opportunity statement, goals, and guiding principles.

- Meetings:
 - ▢ Project Kick-Off
 - ▢ TAC Meeting #1
 - ▢ Special Interest Group #1 Meeting
- Deliverables:
 - ▢ Updated Project Schedule
 - ▢ Engagement & Communications Memorandum
 - ▢ Project Brand Identity
 - ▢ Stakeholder List for the Special Interest Groups
 - ▢ Existing Conditions Memorandum
 - ▢ Demographic & Trend Analysis Data

Phase #2: Engage & Understand

- 2.1 Program Assessment: Recreation programs and special events are the backbone of park and recreation departments. This assessment will review how well the parks and recreation department aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of: age segment distribution, lifecycle analysis, core program analysis and development, similar provider analysis and duplication of service, market position and market analysis, review of program development process, and backstage support, or service systems and agency support needed to deliver excellent service. Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan resulting in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues.
- 2.2 Create and Launch Project Website: In conjunction with the tasks in phase one, the Consultant Team will create and launch a project website for the parks, recreation, and open space (PROS) master plan to serve as the landing page for all communication and virtual engagement for the project. Content for the website will include a project map, background information, public engagement schedule, FAQs, mailing list sign-up, and other relevant information to the project.
 - ▢ Sub-Task – Website and Social Media Ongoing Updates: The Consultant Team will review and update content on the project website throughout the project process. Targeted social media ads geofenced around Cleveland Heights will be used to expand digital outreach. Short videos and on-site interviews will be created, posted, and shared on the City's social media accounts.
- 2.3 Park/Facility Classification & Level of Service Standards: The Consulting Team will work with the City to review and confirm, modify, or add to existing park classifications and preferred facility standards for all park sites, trails, open space amenities, including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include the level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide, or nationally accepted parks and recreation standards, as well as the Consulting Team's



national experience and comparison with peer/survey agencies. These standards will be adapted based on the client's needs and expectations.

- 2.4 Street Team Leaders: In this task, the Consultant Team will distribute and recruit up to two street team leaders to be involved in the planning process. The client team and members of the TAC can assist. Interviews will be conducted for potential candidates. Following the selection(s), the consultant team will provide basic training on community outreach expectations and clarify the hourly tracking process.
- 2.5 Pop-Up Sessions: In this task, the Consultant Team will collaborate with the client team, technical advisory committee, and stakeholders to identify up to five existing public events in Cleveland Heights with high attendance to engage participants and gather feedback. These events will incorporate the street team leaders. Additionally, a walking tour of two priority areas in Cleveland Heights to discuss observations with community members, City staff, and the consultant team. These will provide both an opportunity to talk to residents about the surrounding environment and also include opportunities to share broader feedback on the entire Cleveland Heights geography.
- 2.6 Online Community Survey: The Consultant Team will prepare and host an online community survey, soliciting participant input on existing assets, needs, desires, and impressions of the parks, recreation, and open spaces. Survey questions will be shared with the technical advisory committee for review and confirmation before advertisement. This process will aid in achieving a representative sample of the community. At the conclusion of the survey, we will present the results graphically to guide the planning process. The team will create flyers and postcards with the project brand containing information on the online survey, pop-up events, street team leaders, and other ways to engage in the project process. These will be distributed via an email list, local events, public libraries, businesses, and through social media.
- 2.7 TAC Meeting #2: At this meeting, the Consultant Team will present the results and findings from all of the previous tasks. A facilitated and interactive discussion will be conducted to further refine the opportunity statement, goals, and guiding principles.
- Meetings:
 - ▶ TAC Meeting #2
 - ▶ Pop-Up Sessions (up to five sessions as determined by client and consultant team)
 - ▶ Parks & Rec Mobile Tour (up to two sessions as determined by client and consultant team)
- Deliverables:
 - ▶ Project Website
 - ▶ Online Digital Survey & Associated Marketing Materials
 - ▶ Public Engagement in Phase Two Summary

Phase #3: Build The Framework

- 3.1 Preliminary Park, Recreation, and Open Space Recommendations: Based on the outcomes of the previous phases and discussion with the technical advisory committee in the last task, the Consultant Team will develop preliminary recommendations for the parks, recreation facilities, and open space in the City as well as identify areas of potential development for future park needs. The recommendations will be in both written and graphic form. These recommendations will form the base for continuing discussion with the technical advisory committee, stakeholders, and community in the following tasks.
- 3.2 Government Analysis: As part of this analysis, the Consultant Team will provide an assessment and analysis of the Parks & Properties Department's current level of programs, services and maintenance in



relation to present and future goals, objectives, and directives. In addition, an analysis of boards, commissions, and committees that are involved in parks, recreation, and open space will occur to establish roles. Finally, we look at involvement of volunteer groups and other non-governmental partners. The Consulting Team will review and refine, if necessary, maintenance protocols for parks, open spaces and greenways to ensure appropriateness, efficiency, and sustainability. The plan will identify recommendations for routine and preventative maintenance programs, work management, asset lifecycle management, customer feedback programs, performance measurements, staffing levels, and equipment management. The consulting team will also perform an analysis of the department's current practices to evaluate its operational situation. This analysis will identify future department organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This review will include comparing current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps identified.

- 3.3 TAC Meeting #3: The Consultant Team will present the preliminary recommendations to the committee for review and input. The group will engage in a series of exercises to help inform and refine the recommendations, while also outlining short, medium, and long term action steps. Additionally, the group will collaborate to confirm elements for review and feedback by special interest groups.
- 3.4 Special Interest Group #2: Following TAC Meeting #3, the Consultant Team will conduct another series of special interest meetings with the same identified groups from Task 1.4. The purpose of these sessions will be to share the preliminary recommendations. Feedback will be recorded for evaluation by the technical advisory committee and will help further prepare the project team for community engagement tasks.
- 3.5 Public Open House: The Consultant Team will host an interactive open house, welcoming members of the community, stakeholders, and the technical advisory committee to review the analysis and preliminary recommendations. The format will be stations, to provide equal opportunity and participation for all attendees. Each station will engage attendees in activities to gather additional input and insight. Promotional materials will be distributed through the project website, social media, TAC members, and street team leaders. The event will also include live music and hands-on activities to further attract and engage participants. Aspects of the open house can be duplicated online to provide increased involvement and access. At the conclusion of the open house, we will present the results graphically to guide the planning process.
- 3.6 Funding & Revenue Alternatives: Funding strategies and alternatives will be developed based in part on our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum: Fees/charges options and recommendations. Endowments/non-profits opportunities for supporting operational and capital costs. Sponsorships to support programs, events, and facilities. Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships. Dedicated funding sources to support land acquisition and capital improvements. Development agreements to support park acquisition, open space and park and facility development. Earned income options to support operational costs. Land or facility leases to support operational and capital costs. Identify grant



opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines.

- Meetings:
 - ▢ TAC Meeting #3
 - ▢ Special Interest Group #2
 - ▢ Public Open House
- Deliverables:
 - ▢ Open House Marketing Materials (note: this will be determined and finalized during Task 1.2)
 - ▢ Preliminary PROS Recommendations
 - ▢ Government Analysis Memorandum
 - ▢ Public Open House Results

Phase #4: Plan Development

- 4.1 Implementation Matrix: Building on the work from the previous phases and tasks, the Consultant Team will collaborate with the client team and technical advisory committee to formalize an implementation plan highlighting prioritization of the plan's recommendations, high-level cost estimates, parties responsible for implementation of specific plan recommendations/elements, current applicable funding sources and revenue alternatives as discussed in Task 3.7, and a long-term maintenance plan. This matrix will be based on the plan recommendations developed in the previous phases.
- 4.2 Plan Development (Draft Final Plan): The Plan will be comprehensive, incorporating all the analysis, findings, and work from the previous phases. It will be informed technically and intuitively, drawing from input from the technical advisory committee, community, city staff, and industry trends. The plan will clearly articulate the opportunity statement, goals, and guiding principles that shaped the recommendation. Specific recommendations will encompass recreation programming needs, recreation program spaces catering to all ages and abilities, park-specific improvements addressing facility conditions and programming needs, prioritized phasing recommendations, and a list of potential funding resources.
- 4.3 TAC Meeting #4: The Consultant Team will present the Plan and the implementation matrix for input and final comments.
- 4.4 Final Report, Unveil, and Adoption: The Consultant Team will assemble a PROS Master Plan Booklet containing the following:
 - ▢ Color plan of the entire city, showing existing community assets, facility types, and park locations.
 - ▢ Written summary of the plan process, development, and community engagement.
 - ▢ List of park descriptions, observations, and recommendations.
 - ▢ Implementation matrix, including a summary of proposed funding sources and prioritized recommendations.

Both hard copies and online materials will be provided as final deliverables. The Consultant Team will attend and present at one meeting to a select audience as determined by the client.
- Meetings:
 - ▢ TAC Meeting #4
 - ▢ Final Presentation (as determined by the client)



- **Deliverables:**
 - Updated Draft Final Plan
 - Draft Implementation Matrix
 - Final PROS Master Plan (electronic and 6 bounded hard copies)

Additional Services Tasks:

- #1 - Interactive GIS Storyboard Mapping: The Consultant Team will create an interactive GIS map to be integrated into the project website for digital community feedback. The map will allow users to access and view specific layers and information to help inform them of current or proposed conditions and provide specific comments.
- #2 - Additional Public Engagement Event: The Consultant Team will facilitate an additional public meeting to elicit feedback from the community.
- #3 - Building Analysis: The consultant team will provide a high-level assessment of existing city buildings function, observable condition, and historic significance. This is intended to be a high-level assessment of the general quality, functionality, and character of existing structures based upon the teams experience and judgement. The specific structures to be assessed have not yet been identified, therefore the level of assessment detail we are able to provide for this lump sum may vary based on the total number of structures to be reviewed. Findings will be based on readily observable conditions, and exclude structural assessment, field measurements and drawings, testing, and comprehensive code or accessibility assessments.
 - Attend on-site tours of city park buildings together with City staff to observe each building identified. Photograph general field conditions.
 - Research historical data through records available at local libraries and archives.
 - Note observed concerns related to building codes and accessibility standards.
 - Compile findings into a summary report.
 - Compile findings into a report summarizing findings, including photographs and diagrams.
 - General recommendations for next steps and potential options related to further investigation, restoration, adaptive upgrades, or decommissioning of facilities that do not meet standards. Conceptual suggestions for new buildings.
- #4 – Analysis of Park Land Use: The consultant team will evaluate existing park spaces to identify potential alternative use concepts that could benefit the community. Also conduct a general analysis of available vacant land that is not part of the park system that may be considered as a future public park site to fulfill an unmet need or underserved geography. This will also include research of best practices from similar city parks to provide insights into potential new uses.
 - Use geographic information systems (GIS) and other planning tools to analyze land characteristics and assess suitability for alternative uses.
 - Develop a report outlining observations and recommendations for recreation land use.
 - A report detailing the assessment of existing park land, including maps and community feedback.
 - Recommendations for potential new uses for both recreational and community development purposes.
 - Conceptual strategies for the implementation of proposed changes.
- #5 – Cain Park Planning Analysis: The consultant team will perform a comprehensive planning and land use analysis for Cain Park and the Evans Amphitheater in Cleveland Heights, Ohio. The goal of



this analysis is to assess the current conditions, identify potential improvements, and enhance the recreational opportunities and connectivity for residents and visitors. The analysis will encompass the following key components:

1. Amenity and Recreational Use Analysis: Inventory existing amenities (e.g., playgrounds, sports fields, picnic areas) and assess their usage. Identify what type of park space Cain Park is and should be moving forward and how the overall design, landscaping and built environment of the park can accommodate that while respecting the physical built history of the space.

- Conduct surveys and analyze usage data to gauge participation and satisfaction.
- Identify gaps in recreational offerings and potential for new amenities based on community needs.
- Recommend enhancements or new amenities that align with community preferences.

2. Tree Canopy & General Landscape Analysis: Assess the health and coverage of the urban forest in the park. Assess other important flora that define the character of Cain Park.

- Map existing tree canopy coverage and species diversity.
- Evaluate the ecological benefits of the tree canopy, including shade and wildlife habitat.
- Propose strategies for tree preservation, maintenance, and potential plantings to enhance canopy cover.

3. Connectivity Analysis: Evaluate connections between Cain Park, Evans Amphitheater, and surrounding neighborhoods.

- Map current pedestrian and bicycle pathways leading to the park from adjacent areas.
- Identify barriers to access and recommend improvements to enhance connectivity.
- Propose new pathways or enhancements to existing trails that link to community resources and neighborhoods.
- Identify important gateways and how to make them more accessible and identifiable.
- Assess visual accessibility into the park from the surrounding neighborhoods that maximize safety.
- Identify adjacent land uses and opportunities to maximize symbiotic relationships between the park and adjacent uses.

4. Pathway Analysis: Analyze internal pathways within the park for accessibility and connection to amenities.

- Review the existing pathway layout for functionality and safety.
- Recommend directional signage, lighting, and surface improvements to enhance user experience.
- Assess the flow of foot traffic to ensure convenient access to key amenities like the Evans Amphitheater.

5. Seasonal Use Analysis: Examine how usage of the park changes with the seasons.

- Analyze historical data regarding visitor numbers and activities throughout the year.
- Conduct observational studies to determine seasonal trends and preferences.
- Suggest programming or modifications in facilities to maximize seasonal use.

6. Historic Analysis: Review the historical significance of Cain Park and the Evans Amphitheater.

- Conduct research on the historical context of the park and amphitheater, including previous renovations and community engagement.
- Evaluate the cultural importance of the site to local residents and potential for heritage tourism or other historical markers and landmarks.
- Provide recommendations for preserving historic features while modernizing park amenities.

- Deliverables: A comprehensive report that includes:

- Executive summary
- Detailed findings from each analysis component



- Maps and diagrams illustrating key findings
- Recommendations for enhancement and development
- Actionable items for short, medium, and long-term improvements

Schedule

The following table outlines the phase durations for major project milestones. It is anticipated that the project will take a total of 12 months to complete, projected to be completed by December 2025, assuming a January 2025 kickoff:

Phase	PHASE DURATION (In Months)
Phase One	1-3
Phase Two	3-6
Phase Three	6-9
Phase Four	8-12

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on a lump sum, billed on a monthly, percent complete basis.

Phase	Cost
Phase One – Project Launch	\$34,500
Phase Two – Engage & Understand	\$38,000
Phase Three – Building the Framework	\$52,500
Total Base Fee:	\$125,000
<i>Additional Services (if authorized)</i>	
<i>Phase Four – Plan Development</i>	<i>\$29,750</i>
<i>#1 – Interactive GIS Storyboard Mapping</i>	<i>\$9,000</i>
<i>#2 – Additional Public Meeting</i>	<i>\$6,000</i>
<i>#3 – Building Assessment</i>	<i>\$13,875</i>
<i>#4 – Analysis of Park Land Use</i>	<i>\$13,875</i>
<i>#5 – Cain Park Planning Analysis</i>	<i>\$7,500</i>
<i>Total Additional Services (if authorized):</i>	<i>\$80,000</i>

Clarifications and Assumptions

- The OHM Team will be led by Josh Slaga, Jeremy Hinte, and Arthur Schmidt, and will include input from our planning, landscape architecture, and engineering groups, as needed.
- Upon execution of this proposal, OHM will provide a detailed project schedule of all tasks identified, including anticipated meetings.
- All other work not listed above is excluded from this proposal but can be added as an additional service, if requested.



- ▶ If additional labor effort is required, due to additional meetings not described in the Work Plan, change in schedule, Client-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions, OHM Advisors will negotiate an amendment with the Client for additional services. OHM will not proceed with additional services, without written authorization to proceed from the Client.
- ▶ All deliverables will be submitted electronically in CADD, GIS, and/or PDF format, as applicable.
- ▶ Force Majeure: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

Client Responsibilities

- ▶ Client will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▶ Client will provide the following, if available, to assist us with the planning process: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.

Authorization and Acceptance

Thank you for giving us the opportunity to be of service! If this proposal is acceptable to you, your signature on this letter, with a copy returned to us will serve as our authorization to proceed. Upon execution, this Proposal, the attached Exhibit 'A', Standard Terms & Conditions, and the other attachments will form our agreement. This proposal is valid for 30 days.

If you have any questions or comments, please get in touch with me at 216.339.7412. We look forward to working with you on this project.

Sincerely,
OHM Advisors

Jeremy Hinte, PLA, ASLA, Project Manager
Jeremy.hinte@ohm-advisors.com
D: 216.865.1337 C: 216.339.7412

Authorization to Proceed:

Signature

Date

Josh Slaga, Principal
josh.slaga@ohm-advisors.com
D: 330.913.1065 C: 216.280.3022

Printed Name

Title

Attachments: Exhibit 'A' Terms & Agreements

EXHIBIT A

TERMS & CONDITIONS



1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day unless an error/defect was flagged in the invoice which triggered the non-payment of the invoice and the efforts to cure extend beyond 30 day period.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term ~~hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for~~

~~consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.~~

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



Date: 12/4/2024

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Dennison Park Turf Replacement, Scoreboard Replacement and Old Pool House Demolition

Purpose Statement: To allow the Mayor to enter in to an agreement with SCG Fields, LLC, who is a TIPS provider, to replace the turf, scoreboard and demolition of the old pool house at Dennison Park. The project shall cost \$1,114,450.00.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? This is an ARPA related project. The funds for this project must be encumbered by December 31st, 2024.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? This is an ARPA related project. The funds for this project must be encumbered by December 31st, 2024.

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If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/16/2024

RESOLUTION NO. 242-2024(CRR), *Second Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute an agreement with SCG Fields, LLC (“SCG”) through The Interlocal Purchasing System (“TIPS”) for the design, provision, installation, and related construction services for the public improvement of a new synthetic turf soccer field at Denison Park; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, the conditions of the Denison Park turf field has deteriorated and necessitate replacement with a new synthetic turf soccer field; and

WHEREAS, this Council approved \$3,540,000.00 of funding received through the American Rescue Plan Act of 2021 (“ARPA”) to provide for improvements to Cain, Denison, and Forest Hills Parks through the passage of Ordinance 179-2023;

WHEREAS, Section 9.48 of the Ohio Revised Code authorizes political subdivisions to participate in cooperative purchasing programs without obtaining competitive bids; and

WHEREAS, TIPS is a nationwide purchasing cooperative commissioned by the Texas state legislature and has certified SCG as EDGAR compliant for the purpose of receiving federal funds; and

WHEREAS, time is of the essence with respect to contracting for this improvement due to fund obligation deadlines imposed by the American Rescue Plan Act of 2021 (“ARPA”); NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Notwithstanding any provision of Codified Ordinances Chapter 171 to the contrary, the Mayor is hereby authorized to execute all agreements and related documents necessary to facilitate the design, provision, installation, and related construction services for the public improvement of a new synthetic turf soccer field at Denison Park in accordance with SCG’s proposal, attached hereto as Exhibit “A” and on file with the Clerk of Council for an amount not to exceed One Million, One Hundred Fourteen Thousand, Four Hundred Fifty Dollars and 00/100 (\$1,114,450.00). All contracts hereunder shall be in a form approved by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one

RESOLUTION 242-2024(CRR)

newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to obligate the ARPA funds appropriated for the improvements by December 31, 2024. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

November 26, 2024 **REV1**

Patrick Costigan
Special Assistant to the Mayor
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
PCostigan@clevelandheights.gov

Project: ***Synthetic Turf Athletic Field Replacement – Denison Park – Cleveland Heights, OH
TIPS Contract No. 23020101***

Patrick,

SCG Fields, LLC (SCG) is pleased to provide you with our proposal for the replacement of the existing soccer/lacrosse field at Denison Park. SCG is an Awarded Vendor through the TIPS Purchasing Cooperative. As an Awarded Vendor SCG offers TIPS Members the opportunity to purchase products at discounted pricing without the delay and expense of going out to bid. The Interlocal Purchasing System (TIPS) is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its members.

Our current pricing is based on site observations, Google Earth images, and discussions with the city of Cleveland Heights City. The intent of this scope of work is to replace the existing soccer/lacrosse synthetic turf system. SCG reserves the right to revise the pricing contained in this proposal in the event the scope of the project changes, or site conditions differ from any preliminary or unverified site information provided. The following is a detailed synopsis of what we have included in our pricing for your review.

Denison Park Synthetic Turf Replacement (based on area of approx. 104,100 SF)

- Mobilization
- Furnish and install all temporary erosion control devices and structures required. These materials will be removed upon conclusion of project.
- Furnish and install access to field limits by installing a temporary construction entrance and access protection. This will be removed upon conclusion of project.
- Demo and dispose of existing synthetic turf system.
 - *Note: Existing turf system to be hauled off site.*
- Existing perimeter curb and nailer are to be reused and to be considered in good working condition.
 - *Note: Should the existing curb or nailer be considered unusable during the turf replacement process, replacement of these materials will be performed at an agreed upon increase in cost.*
- Laser grade and supplement existing stone base with up to 100 tons of topping stone.
- Test and inspect existing stone drainage system.
 - *Note: Should it be determined that the drainage system is damaged or inadequate, it will be replaced/fixed at an agreed upon increase in cost.*
- Furnish and install ***Tencate 50 oz Championship Turf with Brock Shock Pad.***

- **Tencate 2" 50 oz Championship Turf-** Synthetic turf installation to be complete to include one (1) set of tufted soccer inlays, one (1) set of tufted soccer/women's lacrosse and one (1) midfield logo.. SCG will prepare shop drawings for Owner approval before final turf manufacturing takes place.
 - Furnish and install sand / Brockfill infill system.
 - Furnish and install Brock SP17XL Shock Pad.
 - Seams shall be glued/sewn per manufacturer's recommendation.
 - Includes 8-year manufacturer's warranty.
 - Includes manufacturer suggested grooming equipment.
 - Includes one (1) Gmax test.
 - Based on synthetic turf area of 104,100 SF.
- Pricing based on prevailing wage rates.
- Provide all layout and supervision required for our work.
- Includes 1-year workmanship warranty.

SYNTHETIC TURF REPLACEMENT PRICING:

\$893,200.00 Eight Hundred Ninety Three Thousand Two Hundred and ----- 00/100 Dollars

ALTERNATES

Alternate 1: Championship 62 oz. Turf

- Provide Championship 62 oz turf with rootzone in lieu of base bid turf.
 - *Note: Padding and infill system to remain the same as base bid.*

ADD: \$38,000.00

Alternate 2: Iron Turf

- Provide Iron Turf in lieu of base bid turf.
 - *Note: Padding and infill system to remain the same as base bid.*

ADD: \$97,000.00

Alternate 3: Daktronics Multi-Sport Scoreboard (Lacrosse/Field Hockey/Soccer – Pine Green with white)

- Remove and dispose of existing scoreboard.
 - *Note: Electrical disconnection to be completed by others.*
- Furnish and install new Daktronics PanaView Multi-Sport Scoreboard.
 - Scoreboard is for Lacrosse, Field Hockey, and Soccer. Scoreboard color is green with white caption color. Please reference cut sheet for full capabilities.
 - Reconnect existing electrical to new scoreboard. Existing electrical needs to be within 10' of new scoreboard location.
 - *Note: Installation may increase depending on soils report.*
- Site cleanup and restoration as needed.
- Provide all layout and supervision required for our work.

ADD: \$ 89,000.00

Alternate 4: Pool Building Asbestos Removal and Building Demolition:

- Asbestos Abatement
 - Mobilize to site
 - Remove and properly dispose of 365 SF of asbestos contain tank insulation
 - Collection, transportation, and disposal of universal wastes
- Structural Demolition
 - Conduct complete structural demolition of the existing pool building and detached garage.
 - Removal of two adjacent sidewalks and 1 cement pad.
 - During structural demolition, access will be extremely limited & will need to be coordinated with staff to ensure safety.
 - Wreck building using machine methods.
 - Gas, Sanitary and Storm to be capped within 5 feet of building perimeter.
 - Power Company to remove Transformer and wiring from pole to building.
 - Building footprint to be backfilled with clean fill to match surrounding grades. No seeding or soil.
 - Loadout all material in truck loads to an offsite landfill.
 - Includes \$7,500 allowance for pool chemical disposal.

ADD: \$ 132,250.00

NOTE: Due to volatility in the global supply chain, current pricing is only valid if a contract is awarded within 30 days. Additionally, pricing cannot be guaranteed on projects with longer lead times or delivery dates beyond 30 days from date of proposal.

Exclusions -

The following is excluded from current contract scope -

1. Additional mobilizations.
2. Removal and/or replacement of unstable or unsuitable subgrade material.
3. Rock excavation.
4. Repair or replacement of any existing drives damaged by truck access.
5. Installation, removal or replacement of irrigation, unless otherwise specified.
6. No cutting or capping of utilities in the street is included, utilities capped within 5 feet of building.
7. Electrical service to remain for abatement. Protection and isolation of any electrical power lines to be conducted by utility provider, if required.
8. No transformer PCB oils are included in disposal costs.
9. Access to required utilities (i.e. water, electric, etc.) shall be provided abutting individual abatement work areas as determined, at no cost, by others (including usage fees).
10. Water used will be collected and filtered for release onsite or reused in abatement activities.
11. SCG expects the site to be OSHA compliant upon mobilization and will work to maintain this condition as abatement activities evelove.
12. Provision of perimeter air monitoring, outside of containment monitoring, and final clearance monitoring are not included.
13. Repairs or adjustments to existing fencing.
14. Post construction field testing or maintenance program.
15. Storm water detention or exfiltration systems that may be required by local permitting jurisdiction.
16. Permits fees required to secure permits. This includes any additional structures required by local or state permitting authorities.
17. Sales Tax
18. Performance & Payment Bond.

Should you have any questions or require additional information please contact us at your earliest convenience.

Very truly yours,

SCG Fields, LLC

Paul Franks

Paul Franks
Director of Sales, Great Lakes Region

CC: Mike Discenzo, Cleveland Hts., Ohio



Date: 12/4/2024

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Cain Park Seating Project

Purpose Statement: To allow the Mayor to enter in to an agreement with Farnham Equipment Company, who is a Sourcewell Vendor, to replace all of the spectator seating at both Alma and Evans Theaters at Cain Park. The project shall cost \$373,030.00.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? This is an ARPA related project. The funds for this project must be encumbered by December 31st, 2024.

Is passage on first reading necessary: Yes: X No: _____

If yes, why? This is an ARPA related project. The funds for this project must be encumbered by December 31st, 2024.

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If funding is required, is it already budgeted for? Yes: X No: _____

If not already budgeted for, where will funding come from?

Proposed: 12/09/2024

RESOLUTION NO. 243-2024(CRR), *Second Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute an agreement with Farnham Equipment Company through the Sourcewell Cooperative Purchasing Program, for the provision, installation of, and related construction services for, the public improvement of new seating for Cain Park's Alma and Evans Amphitheaters; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, the conditions of the seating throughout the Alma and Evans Amphitheaters at Cain Park have deteriorated and require replacement; and

WHEREAS, this Council approved \$3,540,000.00 of funding received through the American Rescue Plan Act of 2021 ("ARPA") to provide for improvements to Cain, Denison, and Forest Hills Parks through the passage of Ordinance 179-2023; and

WHEREAS, Section 9.48 of the Ohio Revised Code authorizes political subdivisions to participate in cooperative purchasing programs without obtaining competitive bids; and

WHEREAS, Section 171.12 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the cooperative purchasing program formerly known as the National Joint Powers Alliance, now known as the Sourcewell Cooperative Purchasing Program, without obtaining competitive bids; and

WHEREAS, the Mayor has determined that the selected labor and materials may be purchased through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said vehicle and equipment by this means,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Notwithstanding any provision of Codified Ordinances Chapter 171 to the contrary, the Mayor is hereby authorized to execute all agreements and related documents with the Farnham Equipment Company necessary the provision, installation of, and related construction services for, the public improvement of new seating at Cain Park's Alma and Evans Amphitheaters in accordance with "Sourcewell Contract #081523-HSC Purchase" for an amount not to exceed Three Hundred Sixty-Eight Thousand Dollars and 00/100 (\$368,000.00). All contracts hereunder shall be in a form approved by the Director of Law.

RESOLUTION NO. 243-2024(CRR)

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to obligate the ARPA funds appropriated for the improvements by December 31, 2024.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 12/9/2024

To: City Council

From: Councilmember Petras

Subject: Tenants' rights and responsibilities ordinance

Purpose Statement:

To ensure that both tenants and landlords receive important information needed concerning their respective rights, obligations, and remedies and to promote fairness in the rental housing market, including access to safe, quality, accessible, and affordable housing; housing discrimination prevention; housing market stability; community integration, clear and fair rental or lease agreements; education, enforcement, and enhancement of renter rights; and eviction prevention.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

Is passage on first reading necessary: Yes: _____ No: X

If yes, why?

If funding is required, is it already budgeted for? Yes: N/a No: N/a

If not already budgeted for, where will funding come from?

Proposed: 12/09/2024

ORDINANCE NO. 244-2024(HB), *Second Reading*

By Councilmember Petras

An Ordinance enacting Section 1351.35 of the Codified Ordinances of Cleveland Heights, Ohio, entitled “Tenants’ Rights and Responsibilities.”

WHEREAS, according to data from the U.S. Census Bureau’s 2022 American Community Survey 5-Year Estimates, a 41.4 percent of occupied housing units in the City of Cleveland Heights are renter-occupied compared to 33.2 percent statewide and 35.2 percent nationally;

WHEREAS, the City seeks to ensure that both tenants and landlords receive important information needed concerning their respective rights, obligations, and remedies and to promote fairness in the rental housing market, including access to safe, quality, accessible, and affordable housing; housing discrimination prevention; housing market stability; community integration, clear and fair rental or lease agreements; education, enforcement, and enhancement of renter rights; and eviction prevention;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. Council hereby enacts Section 1351.35 of the Codified Ordinances of Cleveland Heights, entitled “Tenants’ Rights and Responsibilities,” in the form set forth in Exhibit A, a copy of which is attached hereto and which is incorporated herein by reference as if fully rewritten.

SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 3. This Ordinance shall take effect and be in force at the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT A

CHAPTER 1351

Basic Standards for Residential Occupancy

* * *

1351.35 TENANTS' RIGHTS AND RESPONSIBILITIES.

(a) Findings and Purpose. To ensure that both tenants and landlords receive important information needed concerning their respective rights, obligations, and remedies and to promote fairness in the rental housing market, including access to safe, quality, accessible, and affordable housing; housing discrimination prevention; housing market stability; community integration, clear and fair rental or lease agreements; education, enforcement, and enhancement of renter rights; and eviction prevention.

(b) Duties of the Building Commissioner.

(1) The Building Commissioner shall, as soon as practicable and on or before April 1, 2025, prepare or adopt a pamphlet containing a summary of applicable federal, state, and local laws and regulations describing the respective rights, obligations, and remedies of tenants and landlords.

(2) The Building Commissioner shall make the information under subsection (b)(1) available to the public at no cost.

(3) The pamphlet prepared or adopted by the Building Commission under subsection (b)(1) shall contain purely factual information and nothing contained therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords or tenants nor as legal advice. The City is not liable for any misstatement or misinterpretation of the applicable laws and regulations.

(c) Duties of Owners, Operators, and Agents Leasing or Renting Dwelling Units.

(1) An owner, operator, or agent leasing or renting any dwelling units, dwelling structures, or any parts thereof shall provide a printed copy of the pamphlet described under subsection (b)(1) to any tenant or prospective tenant when a rental agreement is offered whether or not such agreement is for a new rental or lease agreement or a renewal of a rental or lease agreement. For a rental or lease agreement renewal, the owner, operator, or agent may electronically provide a copy of the pamphlet to tenants.

(2) If there is an oral rental agreement, an owner, operator, or agent leasing or renting any dwelling units, dwelling structures, or any parts thereof shall provide the tenant copies of the pamphlet described in subsection (b)(1) either before entering into the oral agreement or within one month after entering into the oral agreement.

(3) An owner, operator, or agent leasing or renting any dwelling units, dwelling structures, or any parts thereof shall, as soon as practicable and on or before July 1,

ORDINANCE NO. 244-2024(HB)

2025, provide a printed copy of the pamphlet described in subsection (b)(1) to existing tenants. After July 1, 2025, an owner, operator, or agent must provide a printed or electronic copy of the pamphlet described in subsection (b)(1) to tenants once annually between January 1 and July 1 of each calendar year.

(d) Penalty. An owner, operator, or agent leasing or renting any dwelling units, dwelling structures, or any parts thereof who fails to comply with any provision of this Section shall be fined not more than \$1,000 or imprisoned not more than six months, or both. Each day such violation occurs or continues shall constitute a separate offense.



Date: November 26, 2024

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: American Builders and Applicators, LLC; abatement of lead-based paint hazards at PPN 683-11-079

Purpose Statement: To authorize the Mayor to execute a contract with American Builders and Applicators for an amount not exceed \$71,250 for Lead Abatement Services. Such services would be allocated from Lead Safe Ohio funds.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To ensure that the contractor can be compensated for work that will be completed before December 31, 2024.

Is passage on first reading necessary: Yes: _____ X _____ No: _____

If yes, why? To ensure that the contractor can be compensated for work that will be completed before December 31, 2024.

If funding is required, is it already budgeted for? Yes: _____ No: X

If not already budgeted for, where will funding come from? A budget amendment will need to be introduced following the passage of the Lead Safe Ohio contract with CCBH.

Proposed: 12/02/2024

RESOLUTION NO. 229-2024(PSH), *Third Reading (Amended 12/16/2024)*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with American Builders and Applicators, LLC, a certified lead abatement contractor, for the use of Lead Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based paint hazards at Permanent Parcel Number 683-11-079; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Lead Safe Ohio Program is a program administered by the Cuyahoga County Board of Health (CCBH) through American Rescue Plan Act (ARPA) State-allocated funds; and

WHEREAS, the home, located at Permanent Parcel Number 683-11-079, contains lead-based paint hazards and is eligible for assistance through the LSO Program; and

WHEREAS, the property owner has contributed \$49,750 of their own funds in order to fully fund the lead abatement project; and

WHEREAS, the abatement of lead-based paint hazards in residential structures is vital for the health and well-being of all people, particularly for children under the age of 5; and

WHEREAS, the lowest bidder, American Builders and Applicators, LLC is a certified lead abatement contractor and is in good standing with the City of Cleveland Heights' Housing Preservation Office; and

WHEREAS, it would be in the best interest of the City and its residents to provide partial funding to assist such a project; and

WHEREAS, there are monies available for such purpose from the Lead Safe Ohio Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement and any related documents with American Builders and Applicators, LLC for the abatement of lead-based paint hazards at Permanent Parcel Number 683-11-079. The agreement shall provide for funding in the amount of up to seventy-one thousand, two hundred and fifty dollars (\$71,250) from Lead Safe Ohio Grant funds. The agreement

RESOLUTION NO. 229-2024(PSH)

shall be subject to the approval as to form by the Director of Law.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber grant funds for the abatement of lead-based paint hazards at Permanent Parcel Number 684-11-079. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/02/2024

ORDINANCE NO. 238-2024(F), *Third Reading*

By Mayor Seren

An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2025 through December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

BE IT ORDAINED by the Council of the City of Cleveland Heights that:

SECTION 1. To provide for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, during the fiscal year ending December 31, 2025 the following sums in Exhibit 1 be and they are hereby appropriated.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2025, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the City's Chief Executive, the Mayor, is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

SECTION 3. Notice of the passage of this ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of general circulation in the city of Cleveland Heights, or by posting the full text of this Ordinance on the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

Passed:

Presented to Mayor: _____ Approved by Mayor: _____

KAHLIL SEREN
Mayor

ORDINANCE NO. 238-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

		Year 2025 Original Budget ORD#238-2024	
Department	Object		
That there be appropriated from the <u>GENERAL FUND, FUND NO. 101</u>			
1101- City Council			
	Personal Services	\$	197,922.00
	O.T.P.S	\$	100,650.00
	Total - 1101 City Council	\$	298,572.00
2101 - Mayor's Office			
	Personal Services	\$	977,557.00
	O.T.P.S	\$	120,450.00
	Total - 2101 Mayor's Office	\$	1,098,007.00
2106- Civil Service			
	Personal Services	\$	3,507.00
	O.T.P.S	\$	35,000.00
	Total - 2106 Civil Service	\$	38,507.00
2107 - Landmark Commission			
	O.T.P.S	\$	29,215.00
	Total - 2107 Landmark Commission	\$	29,215.00
2108- General Operations			
	Personal Services	\$	764,528.00
	O.T.P.S	\$	1,936,800.00
	Total - 2108 General Operations	\$	2,701,328.00
2201 - M.I.S.			
	Personal Services	\$	470,708.00
	O.T.P.S	\$	420,442.00
	Capital	\$	124,000.00
	Total - 2201 MIS	\$	1,015,150.00
2501- Community Relations			
	Personal Services	\$	696,713.00
	O.T.P.S	\$	230,218.00
	Total - 2501 Community Relations	\$	926,931.00
3101 - Finance			
	Personal Services	\$	726,844.00
	O.T.P.S	\$	245,460.00
	Total - 3101 Finance	\$	972,304.00
3103 - County Auditors Deductions			
	O.T.P.S	\$	275,000.00
	Total - 3103 County Auditors Deductions	\$	275,000.00
310Z - Operating Transfers			
	Other Financing Uses	\$	-
	Total - 310Z Operating Transfers	\$	-
3201 - Income Tax			
	O.T.P.S	\$	1,177,750.00
	Total - 3201 Income Tax	\$	1,177,750.00
3301 - Human Resources			
	Personal Services	\$	297,776.00
	O.T.P.S	\$	247,500.00
	Total - 4101 Law	\$	545,276.00
4101 - Law			
	Personal Services	\$	1,123,850.00
	O.T.P.S	\$	485,550.00
	Total - 4101 Law	\$	1,609,400.00
5101 - Planning			
	Personal Services	\$	2,879,759.00
	O.T.P.S	\$	322,935.00
	Total - 5101 Planning	\$	3,202,694.00
5102- Planning Commission			
	Personal Services	\$	8,226.00
	Capital	\$	5,450.00
	Total - 5101 Planning Commission	\$	13,676.00
5103 - Board of Zoning Appeals			
	Personal Services	\$	5,884.00
	O.T.P.S	\$	5,600.00
	Capital	\$	-
	Total - 5103 Bd. Of Zoning Appeals	\$	11,484.00

ORDINANCE NO. 238-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Original Budget ORD#238-2024
5104 - Special Improvement District		
	O.T.P.S	\$ 458,998.00
	Total - 5104 SID	\$ 458,998.00
5106 - Architect Bd of Review		
	Personal Services	\$ 5,985.00
	O.T.P.S	\$ 5,850.00
	Capital	\$ -
	Total - 5106 Arch Bd. Of Review	\$ 11,835.00
5602 - SBA Grants		
	O.T.P.S	\$ 164,751.00
	Total - 5602 SBA Grants	\$ 164,751.00
6201 - Service Administration		
	Personal Services	\$ 554,965.00
	O.T.P.S	\$ 11,535.00
	Capital	\$ 1,100.00
	Total - 6201 Service Admin	\$ 567,600.00
6202 Capital Projects Admin		
	O.T.P.S	\$ 50,000.00
	Total - 6202 Cap Proj Admin	\$ 50,000.00
6207 - Vehicle Maintenance		
	Personal Services	\$ 1,355,862.00
	O.T.P.S	\$ 1,432,605.00
	Capital	\$ 35,000.00
	Total - 6207 Vehicle Maintenance	\$ 2,823,467.00
6208 - Sewer Maintenance		
	Personal Services	\$ 1,941,542.00
	O.T.P.S	\$ 356,730.00
	Capital	\$ -
	Total - 6208 Sewer Maintenance	\$ 2,298,272.00
6211 - Traffic Signs & Signals		
	Personal Services	\$ 93,795.00
	O.T.P.S	\$ 222,055.00
	Total - 6211 Traffics Signs Signals	\$ 315,850.00
7201 - Police Administration		
	Personal Services	\$ 14,017,048.00
	O.T.P.S	\$ 754,540.00
	Total - 3101 Finance	\$ 14,771,588.00
7202 - Police Academy		
	Personal Services	\$ 73,495.00
	O.T.P.S	\$ 75,000.00
	Total - 7202 Police Academy	\$ 148,495.00
7301 - Fire Administration		
	Personal Services	\$ 12,586,125.00
	O.T.P.S	\$ 404,764.00
	Total - 7301 Fire Admin	\$ 12,990,889.00
7302 - Joint Dispatch		
	O.T.P.S	\$ 1,381,905.00
	Total - 7302 Joint Dispatch	\$ 1,381,905.00
7303 - Fire Prevention		
	Personal Services	\$ 284,254.00
	O.T.P.S	\$ 22,800.00
	Capital	\$ 3,000.00
	Total - 7303 Fire Prevention	\$ 310,054.00
7401 - Building Services		
	Personal Services	\$ 7,568.00
	O.T.P.S	\$ 418,600.00
	Non-Government	\$ 5,000.00
	Total - 7401 Building Services	\$ 431,168.00
7402 - Housing Inspections		
	Personal Services	\$ 3,800.00
	O.T.P.S	\$ 146,000.00
	Capital	\$ 3,000.00
	Non-Governmental	\$ 4,000.00
	Total - 7402 Housing Inspections	\$ 156,800.00

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Department	Object	Year 2025	
		Original Budget	ORD#238-2024
8101 - Community Services Admin			
	O.T.P.S	\$	7,480.00
	Total - 8101 Comm Serv Admin	\$	7,480.00
8201 - Public Prop/Park Maint			
	Personal Services	\$	1,883,335.00
	O.T.P.S	\$	1,439,545.00
	Total - 8201 Public Prop Maint	\$	3,322,880.00
8401 - Parks & Rec Admin			
	Personal Services	\$	1,085,306.00
	O.T.P.S	\$	39,400.00
	Total - 8401 Parks & Rec Admin	\$	1,124,706.00
8402 - General Playgrouds			
	O.T.P.S	\$	20,700.00
	Total - 8402 General Playground	\$	20,700.00
8403 - Swimming Pools			
	Personal Services	\$	379,800.00
	O.T.P.S	\$	231,500.00
	Total - 8403 Swimming Pools	\$	611,300.00
8405 - Ice Programs			
	Personal Services	\$	297,134.00
	O.T.P.S	\$	39,550.00
	Total - 8405 Ice Programs	\$	336,684.00
8406 - General Recreation Prog			
	Personal Services	\$	177,180.00
	O.T.P.S	\$	374,500.00
	Total - 8406 General Rec Prog	\$	551,680.00
8409 - Sports Programs			
	Personal Services	\$	144,008.00
	O.T.P.S	\$	85,250.00
	Total - 8409 Sports Programs	\$	229,258.00
8411 - Comm Center Admin			
	Personal Services	\$	700,864.00
	O.T.P.S	\$	426,500.00
	Other Financing Uses	\$	1,400.00
	Total - 8411 Comm Center Admin	\$	1,128,764.00
8501 - Office on Aging Admin			
	Personal Services	\$	217,465.00
	O.T.P.S	\$	25,060.00
	Total - 8501 Office on Aging	\$	242,525.00
8601 - Public Health Admin			
	O.T.P.S	\$	345,950.00
	Total - 8601 Public Health Admin	\$	345,950.00
8701 - Animal Protection			
	O.T.P.S	\$	40,000.00
	Total - 8701 Animal Protection	\$	40,000.00
9101 - Municipal Court			
	Personal Services	\$	1,661,123.00
	O.T.P.S	\$	178,600.00
	Total - 9101 Municipal Court	\$	1,839,723.00
Total Fund 101 - General Fund Budget		\$	60,598,616.00
That there be appropriated from the <u>SCM&R FUND, FUND NO. 201</u>			
6201 - Service Administration			
	Personal Services	\$	38,558.00
	Total - 6201 Service Admin	\$	38,558.00
6208 - Sewer Maintenance			
	Personal Services	\$	109,067.00
	Total - 6208 Sewer Maintenance	\$	109,067.00
6213 - Monticello Blvd			
	O.T.P.S	\$	37,802.00
	Total - 6211 Traffics Signs Signals	\$	37,802.00

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Department	Object	Year 2025	
		Original Budget	ORD#238-2024
6215 - Road Repaving	O.T.P.S	\$	20,480.00
	Total - 6215 Road Repaving	\$	20,480.00
6220 - Taylor Road	O.T.P.S	\$	63,799.00
	Total - 6220 Taylor Road	\$	63,799.00
6236 - Annual Street Surface	Capital	\$	2,300,000.00
	Total - 6236 Street Surface	\$	2,300,000.00
6312 - Meadowbrook Blvd. Rehab	O.T.P.S	\$	118,922.00
	Total - 6220 Taylor Road	\$	118,922.00
Total Fund 201 - SCM&R Budget		\$	2,688,628.00
That there be appropriated from the PUBLIC BLDG. MAINT, FUND NO. 205			
8201 - Public Building Maintenance	O.T.P.S	\$	100,000.00
	Total - 7205 Law Enforcement	\$	100,000.00
Total Fund 205 - Public Bldg. Maintenance		\$	100,000.00
That there be appropriated from the LAW ENFORCEMENT FUND, FUND NO. 206			
7205 - Law Enforcement	O.T.P.S	\$	69,200.00
	Total - 7205 Law Enforcement	\$	69,200.00
Total Fund 206 - Law Enforcement Budget		\$	69,200.00
That there be appropriated from the DRUG LAW ENFORCEMENT FUND, FUND NO. 207			
7206 - Drug Law Enforcement	Personal Services	\$	62,000.00
	O.T.P.S	\$	132,500.00
	Capital	\$	-
	Total - 7206 Drug Law Enforcement	\$	194,500.00
Total Fund 207 - Drug Law Enforcement Budget		\$	194,500.00
That there be appropriated from the C.D.B.G RESOURCES FUND, FUND NO. 208			
5201 - CDBG Financial Admin	Personal Services	\$	5,844.00
	Total - 5201 CDBG Financial Admin	\$	5,844.00
5203 - CDBG Admin Contracts	O.T.P.S	\$	461,005.00
	Capital	\$	97,000.00
	Total - 5203 CDBG Admin Contracts	\$	558,005.00
5220 - CDBG Office on Aging	Personal Services	\$	40,531.00
	Total - 5201 CDBG Admin	\$	40,531.00
5222 - Economic Development	Personal Services	\$	133,238.00
	O.T.P.S	\$	1,354,159.00
	Total - 5222 Economic Development	\$	1,487,397.00
5224- - CDBG Admin	Personal Services	\$	121,604.00
	O.T.P.S	\$	86,500.00
	Total - 5224 CDBG Admin	\$	208,104.00
5228 - CDBG Public Works	O.T.P.S	\$	404,235.00
	Capital	\$	195,000.00
	Total - 5228 - Public Works	\$	599,235.00
5301 - CDBG Home Repair Resource	O.T.P.S	\$	355,121.00
	Total - 5301 CDBG Home Repair	\$	355,121.00

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Department	Object	Year 2025 Original Budget ORD#238-2024
5303 - CDBG Housing Pres Office		
	Personal Services	\$ 292,726.00
	O.T.P.S	\$ 697,500.00
	Total - 5303 CDBG Housing Pres Office	\$ 990,226.00
5304 - CDBG Code Enforce		
	Personal Services	\$ 113,396.00
	O.T.P.S	\$ -
	Total - 5304 CDBG Code Enforce	\$ 113,396.00
5309 - GIS		
	Personal Services	\$ 42,625.00
	Total - 5309 GIS	\$ 42,625.00
8407 - Child Care		
	O.T.P.S	\$ 19,500.00
	Total - 8407 Child Care	\$ 19,500.00
Total Fund 208 - CDBG Budget		\$ 4,419,984.00
That there be appropriated from the <u>HOME PROGRAM FUND, FUND NO. 211</u>		
5503 - Home Admin		
	O.T.P.S	\$ 435,500.00
	Total - 5503 Home Admin	\$ 435,500.00
5505 - Home Program Income		
	O.T.P.S	\$ 189,000.00
	Total - 5505 Home Program Income	\$ 189,000.00
Total Fund 211 - Home Program Budget		\$ 624,500.00
That there be appropriated from the <u>POLICE FACILTY IMPR. FUND, FUND NO. 213</u>		
7201 - Police Admin		
	O.T.P.S	\$ 10,000.00
	Total - 7201 Police Admin	\$ 10,000.00
Total Fund 213 - Police Facility Budget		\$ 10,000.00
That there be appropriated from the <u>LOCAL PROGRAMMING FUND, FUND NO. 214</u>		
2108 - General Operations		
	O.T.P.S	\$ 74,000.00
	Total - 2108 General Operations	\$ 74,000.00
2201 - MIS		
	Capital	\$ 25,000.00
	Total - 2201 MIS	\$ 25,000.00
2502 - Public Relations		
	Personal Services	\$ 15,450.00
	Total - 2502 Public Relations	\$ 15,450.00
2601 - Cable TV Admin		
	Personal Services	\$ -
	O.T.P.S	\$ 217,400.00
	Capital	\$ 70,000.00
	Total - 2601 Cable TV Admin	\$ 287,400.00
Total Fund 214 - Local Programming Budget		\$ 401,850.00
That there be appropriated from the <u>CAIN PARK OPERATING FUND, FUND NO. 215</u>		
8901 - Cain Park Admin		
	Personal Services	\$ 137,244.00
	O.T.P.S	\$ 1,470,325.00
	Total - 8901 Cain Park Admin	\$ 1,607,569.00
8905 - Arts Festival		
	O.T.P.S	\$ 46,700.00
	Total - 8905 Arts Festival	\$ 46,700.00
8906 - Theater		
	O.T.P.S	\$ 164,750.00
	Total - 8906 Theater	\$ 164,750.00
Total Fund 215 - Cain Park Budget		\$ 1,819,019.00

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		Year 2025	
Department	Object	Original Budget ORD#238-2024	
That there be appropriated from the <u>REC FACILITY IMPR. FUND, FUND NO. 216</u>			
8301 - Park Maint. Admin			
	O.T.P.S	\$	243,000.00
	Capital	\$	-
	Total - 8301 Park Maint. Admin	\$	243,000.00
Total Fund 216 - Rec Facility Budget		\$	243,000.00
That there be appropriated from the <u>INDIGENT DUI TREATMENT FUND, FUND NO. 221</u>			
9101 - Municipal Court			
	O.T.P.S	\$	14,000.00
	Total - 9101 - Municipal Court	\$	14,000.00
Total Fund 221 - Indigent DUI Treatment		\$	14,000.00
That there be appropriated from the <u>MUNI COURT - COMPUTERIZATION FUND, FUND NO. 222</u>			
9101 - Municipal Court			
	Personal Services	\$	9,816.00
	O.T.P.S	\$	25,000.00
	Capital	\$	15,000.00
	Total - 9101 - Municipal Court	\$	49,816.00
Total Fund 222 - Muni Ct - Computerization		\$	49,816.00
That there be appropriated from the <u>MUNI COURT SPECIAL PROJECTS FUND, FUND NO. 225</u>			
9101 - Municipal Court			
	Personal Services	\$	24,879.00
	O.T.P.S	\$	23,500.00
	Capital	\$	34,000.00
	Total - 9101 - Municipal Court	\$	82,379.00
Total Fund 225 - Muni Ct Special Projects		\$	82,379.00
That there be appropriated from the <u>LEAD SAFE CUYAHOGA FUND, FUND NO. 226</u>			
5303 - CDBG Pres Office			
	O.T.P.S	\$	365,000.00
	Total - 5303 CDBG Housing Pres Office	\$	365,000.00
5701 - Housing Program Grants			
	Personal Services	\$	32,285.00
	O.T.P.S	\$	445,300.00
	Capital	\$	8,100.00
	Total - 5303 CDBG Housing Pres Office	\$	485,685.00
Total Fund 226 - Lead Safe Cuyahoga Budget		\$	850,685.00
That there be appropriated from the <u>C.D.B.G. - COVID FUND, FUND NO. 228</u>			
5220 - CDBG Office on Aging			
	O.T.P.S.	\$	1,752.00
	Total - 5220 CDBG Office on Aging	\$	1,752.00
5224- - CDBG Admin			
	O.T.P.S	\$	12,460.00
	Total - 5224 CDBG Admin	\$	12,460.00
5224- - CDBG Public Works			
	Capital	\$	93,038.00
	Total - 5224 CDBG Admin	\$	93,038.00
Total Fund 228 - CDBG Covid Budget		\$	107,250.00
That there be appropriated from the <u>STREET LIGHTING FUND, FUND NO. 230</u>			
3101 - Finance			
	O.T.P.S	\$	11,000.00
	Total - 3101 Finance	\$	11,000.00
6211 - Traffic Signals & Lights			
	O.T.P.S	\$	1,050,000.00
	Total - 8301 Park Maint. Admin	\$	1,050,000.00
Total Fund 230 - Street Lighting Budget		\$	1,061,000.00

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		Year 2025 Original Budget ORD#238-2024	
Department	Object		
That there be appropriated from the <u>TREE FUND, FUND NO. 231</u>			
310Z - Operating Transfers			
	Other Financing Uses	\$	17,455.00
	Total - 8301 Park Maint. Admin	\$	17,455.00
8801 - Forestry			
	Personal Services	\$	962,798.00
	O.T.P.S	\$	306,115.00
	Capital	\$	277,150.00
	Total - 8801 Forestry	\$	1,546,063.00
Total Fund 231 - Tree Budget		\$	1,563,518.00
That there be appropriated from the <u>POLICE PENSION FUND, FUND NO. 232</u>			
7201 - Police Pension			
	Personal Services	\$	382,650.00
	Total 7201 - Police Pension	\$	382,650.00
Total Fund 232 - Police Pension Budget		\$	382,650.00
That there be appropriated from the <u>FIRE PENSION FUND, FUND NO. 233</u>			
7301 - Fire Pension			
	Personal Services	\$	382,650.00
	Total 7301 - Fire Pension	\$	382,650.00
Total Fund 232 - Fire Pension Budget		\$	382,650.00
That there be appropriated from the <u>EARNED BENEFITS FUND, FUND NO. 234</u>			
2108 - General Operations			
	Personal Services	\$	400,000.00
	Total 7301 - Fire Pension	\$	400,000.00
Total Fund 234 - Earned Benefits Budget		\$	400,000.00
That there be appropriated from the <u>FEDERAL MISCELLANEUOS GRANT FUND, FUND NO. 240</u>			
5101 - Planning			
	O.T.P.S.	\$	1,000,000.00
	Total - 5101 Planning	\$	1,000,000.00
7201 - Police			
	Personnel	\$	43,216.00
	Total - 7201 Police	\$	43,216.00
Total Fund 240 - Fed Misc Grants		\$	1,043,216.00
That there be appropriated from the <u>LOCAL FISCAL RECOVERY FUND, FUND NO. 241</u>			
2108 - General Operations			
	O.T.P.S	\$	-
	Total - 2108 - General Operations	\$	-
Total Fund 241 - Local Fiscal Recovery Budget		\$	-
That there be appropriated from the <u>NOPEC FUND, FUND NO. 244</u>			
8201 - Public Property			
	O.T.P.S	\$	-
	Capital	\$	200,000.00
	Total - 2108 - General Operations	\$	200,000.00
Total Fund 244 - NOPEC Budget		\$	200,000.00
That there be appropriated from the <u>TOP OF THE HILL TIF, FUND NO. 260</u>			
3101 - Finance			
	O.T.P.S.	\$	1,000,000.00
	Total - 3101 Finance	\$	1,000,000.00
Total Fund 260 - Top of the Hill TIF Budget		\$	1,000,000.00

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		Year 2025	
Department	Object	Original Budget ORD#238-2024	
That there be appropriated from the <u>CEDAR LEE & MEADOWBROOK TIF FUND, FUND NO. 261</u>			
3101 - Finance			
	O.T.P.S.	\$	-
	Total - 3101 Finance	\$	-
Total Fund 261 - Cedar Lee & Meadowbrook TIF Budget		\$	-
That there be appropriated from the <u>G.O. BOND RETIREMENT FUND, FUND NO. 301</u>			
3101 - Finance			
	O.T.P.S.	\$	1,465,052.00
	Total - 3101 Finance	\$	1,465,052.00
Total Fund 301 - GO Bond Retirement Budget		\$	1,465,052.00
That there be appropriated from the <u>FINANCED CAPITAL PROJECTS FUND, FUND NO. 402</u>			
1101 - Council			
	Capital	\$	-
	Total - 1101 Mayor	\$	-
2201 - Management Info Serv.			
	Capital	\$	-
	Total - 2201 Management Info Services	\$	-
5101 - Planning			
	Capital	\$	-
	Total 5101 Planning	\$	-
6201 - DPW			
	Capital	\$	-
	Total - 6201 DPW	\$	-
6203 - Refuse Collection			
	Capital	\$	-
	Total 6203 Refuse Collection	\$	-
6207 - Vehicle Maint			
	O.T.P.S	\$	-
	Total 6207 Vehicle Maint	\$	-
6208 - Street Maint			
	Capital	\$	-
	Total 6207 Street Maint	\$	-
7201 - Police Admin			
	Capital	\$	-
	Total 7201 Police Admin	\$	-
7301 - Fire Admin			
	Capital	\$	-
	Total 7301 Fire Admin	\$	-
8201 - Public Property			
	Capital	\$	-
	Total - 8201 Public Property	\$	-
Total Fund 402 - Finance Capital Projects Budget		\$	-
That there be appropriated from the <u>ECONOMIC DEVELOPMENT FUND, FUND NO. 411</u>			
5101 - Planning			
	O.T.P.S.	\$	232,850.00
	Capital	\$	50,000.00
	Total - 5101 Planning	\$	282,850.00
Total Fund 411 - Economic Development Budget		\$	282,850.00
That there be appropriated from the <u>CITY HALL MAINT. & REPAIR FUND, FUND NO. 412</u>			
2102 - City Hall Maint Repair			
	O.T.P.S.	\$	20,000.00
	Total - 2102 City Hall Maint	\$	20,000.00
Total Fund 412 - City Hall Maint & Repair Budget		\$	20,000.00
That there be appropriated from the <u>REFUSE CAPITAL FUND, FUND NO. 416</u>			
6203 - Refuse Collect			
	Capital	\$	-
	Total - 6203 Refuse Collect	\$	-
Total Fund 416 - Refuse Capital Budget		\$	-

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		Year 2025 Original Budget ORD#238-2024	
Department	Object		
That there be appropriated from the <u>WATER ADMINISTRATION FUND, FUND NO. 601</u>			
6301 - Water Admin	O.T.P.S.	\$	500.00
	Total - 6301 - Water Admin	\$	500.00
6302 - Water Distribution	O.T.P.S.	\$	-
	Capital	\$	851,000.00
	Total - 6302 - Water Distrib	\$	851,000.00
6314 - Runnymede	O.T.P.S.	\$	20,207.00
	Total - 6314 - Runnmede	\$	20,207.00
Total Fund 601 - Water Administration Budget		\$	871,707.00
That there be appropriated from the <u>SEWERAGE FUND, FUND NO. 602</u>			
6205 - Sewer Maint	Personal Services	\$	1,619,391.00
	O.T.P.S.	\$	733,850.00
	Other Financing Sources	\$	12,000.00
	Total - 6205 - Sewer Maint	\$	2,365,241.00
6301 - Water Admin	O.T.P.S.	\$	10,000.00
	Total - 6301 - Water Admin	\$	10,000.00
Total Fund 602 - Sewer Budget		\$	2,375,241.00
That there be appropriated from the <u>PARKING FUND, FUND NO. 603</u>			
6210 - Parking Dept	O.T.P.S.	\$	816,700.00
	Non-Government	\$	4,000.00
	Total - 6210 Parking Dept	\$	820,700.00
Total Fund 603 - Parking Budget		\$	820,700.00
That there be appropriated from the <u>REFUSE FUND, FUND NO. 605</u>			
6203 - Refuse Collect	Personal Services	\$	3,067,379.00
	O.T.P.S.	\$	1,353,024.00
	Capital	\$	-
	Total - 6203 Refuse Collect	\$	4,420,403.00
Total Fund 605 - Refuse Budget		\$	4,420,403.00
That there be appropriated from the <u>ALS AMBULANCE SERVICES FUND, FUND NO. 606</u>			
7304 - Ambulance Services	Personal Services	\$	659,898.00
	O.T.P.S.	\$	485,560.00
	Capital	\$	254,791.00
	Total - 7304 Ambulance Services	\$	1,400,249.00
Total Fund 606 - ALS Ambulance Services Budget		\$	1,400,249.00
That there be appropriated from the <u>HOSPITALIZATION SELF-INS FUND, FUND NO. 701</u>			
3101 - Finance	Personal Services	\$	8,152,000.00
	Total - 3101 Finance	\$	8,152,000.00
Total Fund 701 Hospitalization Budget		\$	8,152,000.00
That there be appropriated from the <u>OFFICE ON AGING FUND, FUND NO. 804</u>			
8501 - Off On Aging Admin	O.T.P.S.	\$	1,750.00
	Total - 8501 - Off On Agin Admin	\$	1,750.00
Total Fund 804 Office on Aging Budget		\$	1,750.00

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Department	Object		
That there be appropriated from the YOUTH RECREATION FUND, FUND NO. 808			
8101 - Community Services Admin			
	Other Financing Uses	\$	5,000.00
	Total - 89101 Community Services Admin	\$	5,000.00
Total Fund 808 Youth RecreationsBudget		\$	5,000.00
That there be appropriated from the JUVENILE DIVERSION PROG FUND, FUND NO. 811			
7209 - Junenile Diversion			
	O.T.P.S.	\$	12,000.00
	Total - 7209 Juvenile Diversion	\$	12,000.00
Total Fund 811 Juvenile Diversion		\$	12,000.00
That there be appropriated from the FLEXIBLE SPENDING , FUND NO. 850			
3101 - Finance			
	Other Financing Uses	\$	150,000.00
	Total - 3101 Finance	\$	150,000.00
Total Fund 850 Flexible Spending		\$	150,000.00
That there be appropriated from the SALES TAX FUND, FUND NO. 857			
3101 - Finance			
	Other Financing Uses	\$	50.00
	Total - 3101 Finance	\$	50.00
Total Fund 857 Sales Tax Budget		\$	50.00
That there be appropriated from the MISCELLANEOUS AGENCY FUND, FUND NO. 858			
7201 - Police Admin			
	O.T.P.S.	\$	106,000.00
	Total - 7201 Police Admin	\$	106,000.00
Total Fund 858 Misc. Agency Budget		\$	106,000.00
Total 2024 Budget		\$	98,389,463.00

Proposed: 12/16/2024

RESOLUTION NO. 262-2024(CRR), *First Reading*

By Mayor Seren

A Resolution supporting the Ohio Commission for the United States Semiquincentennial (AMERICA250-OH).

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signature and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

WHEREAS, by adoption of AMERICA250-OH Resolution we hope to educate, preserve, innovate, and celebrate.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The City of Cleveland Heights hereby endorses AMERICA250-OH and their mission to educate, preserve, innovate and celebrate EVERY Ohioan in EVERY county; and

SECTION 2. A copy of this resolution be sent to the Cuyahoga County legislative delegation and AMERICA250-OH Commission.

SECTION 3. Notice of passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 262-2024(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/16/2024

RESOLUTION NO. 263-2024(CRR), *First Reading*

By Vice President Russell

A Resolution proclaiming January 11, 2025 as *National Human Trafficking Awareness Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, every country in the world is affected by human trafficking, as countries of origin, transit, or destination—or even all three; and

WHEREAS, in 2017 the International Labour Organization estimates there were 24.9 million victims of human trafficking around the world, including both sex trafficking, or commercial sexual exploitation, and forced labor exploitation, both in the private sector and state-imposed; and

WHEREAS, as of June 2022, Ohio ranks fifth in the nation for human trafficking cases at a rate of 3.84 victims per 100,000 state residents; and

WHEREAS, the methods for trafficking in persons include abuse of power, deception, coercion, and threats of or use of force; and

WHEREAS, the most trafficked forced labor occurs in agriculture, construction, garments and textiles, catering and restaurants, domestic work, the provision of healthcare services, entertainment and the sex industry; and

WHEREAS, sexual exploitation (e.g., sex trafficking) is by far the most commonly identified form of human trafficking, while other forms of exploitation are under-reported; and

WHEREAS, the Department of Homeland Security has created a national public awareness campaign to educate the public, law enforcement, and others about human trafficking, known as the Blue Campaign, which has designated January 11th as #WearBlueDay, when members of the public are invited to take photos of themselves, friends, family, and colleagues wearing blue clothing, and to share those photos on social media along with the #WearBlueDay hashtag, to raise awareness of human trafficking.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims January 11, 2025 as *National Human Trafficking Awareness Day* and urges all of its residents to educate themselves

RESOLUTION NO. 263-2024(CRR)

on the issues and to encourage and support those affected within, and outside of, our community.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its content, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Human Trafficking Awareness Day* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 12/16/2024

RESOLUTION NO. 264-2024(CRR), *First Reading*

By Vice President Russell

A Resolution proclaiming January 2025 as *National Poverty in America Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the 2023 federal poverty level (FPL) is an income of \$15,060.00 for an individual, \$20,440.00 for a family of two, and \$31,200.00 for a family of four; and

WHEREAS, the national was 11.1% for the official poverty measure (OPM) and 12.9% for the supplemental poverty measure (SPM); and

WHEREAS, 51.4 percent of Americans will live in poverty at some point in their life before age 65; and

WHEREAS, 1 in 8 people in the United States are living below the poverty line, and 1 in 4 African Americans are living below the poverty line; and

WHEREAS, as of 2023 the poverty rate in Cleveland Heights is 16.39 percent; and

WHEREAS, awareness regarding poverty is important to help improve living conditions by enlightening those who are unaware of poor living conditions and encouraging them to join in on helping those in need.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby proclaims January 2025 as *National Poverty in America Awareness Month* and urges all of its residents to educate themselves on the issues and to encourage and support the impoverished within our community.

SECTION 2. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its content, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Poverty in America Awareness Month* on a timely basis.

RESOLUTION NO. 264-2024(CRR)

Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor