



February 3, 2025
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)**
 - a. December 2, 2024
 - b. December 9, 2024
- 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. 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. Council President reserves the right to reduce the 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. 017-2025(CRR): First Reading. A Resolution authorizing the Mayor to execute a contract or contracts to accept a grant from the Western Reserve Area Agency on Aging to fund the provision of transportation services through the Office on Aging; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 018-2025(AS): First Reading. A Resolution appointing Robert N. Brown as a member of the City Planning Commission of the City of Cleveland Heights, Ohio, to fill the vacancy for the remainder of the unexpired term ending 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. 019-2025(PD): First Reading. A Resolution authorizing the Mayor to execute a two (2) month extension of an agreement with Millennium Strategies, LLC for continued grant writing services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 020-2025(CRR): First Reading. An Ordinance authorizing and approving the presentation of entertainment programs in Cain Park for the year 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

b. First Readings Only

ORDINANCE NO. 021-2025(PD): First Reading. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of certain real property located consisting of approximately 1.049 acres of vacant land on Lancashire Road, and identified as Permanent Parcels Nos. 685-110-24 and 685-110-04; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 022-2025(MSES): First Reading. An Ordinance authorizing the Mayor to take all actions necessary to apply for and accept one or more Northeast Ohio Public Energy Council 2025 Energized Community Grants; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 023-2025(AS): First Reading. An Ordinance establishing salary schedules, position classifications, and other compensation and benefits for officers and employees of the City; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

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: FEBRUARY 18, 2025



December 2, 2024
Regular Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 8:30pm

2) Roll Call of Council Members

Present: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

Excused: None

Also present: Mayor Seren, Director Hanna, Clerk Balester

3) Excuse absent members

4) Amendments to the Agenda (if necessary)

5) Approval of minutes from previous meeting(s)

6) Communications from the Mayor

- Sealed bids were received on November 22, 2024 for project #24-17 – City Wide Catch Basin Repair Project – Phase 2. Ronyak Paving, Inc. submitted the lowest and best bid in the amount of \$490,208.00.

7) City Administrator's Report

- None

8) Departmental Report(s)

- None

9) Report of the Clerk of Council

- None

10) Public Comment - Legislative Agenda Items only

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce 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. Council President reserves the right to reduce time limit based on the volume of business on the agenda).

Speakers

Name	Resident/Board Member/Other	Topic
Brehon Pittman	Other	Spoke on behalf of Congresswoman Shontel Brown
Robin Koslen	Resident	Cleveland Peacemakers Grant

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

ORDINANCE NO. 228-2024(PSH): First Reading. An Ordinance authorizing all actions necessary to accept Lead Safe Ohio Grant Funds; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

RESOLUTION NO. 229-2024(PD): First Reading. 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 1580 Oakwood Drive; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

NO VOTE

ORDINANCE NO. 230-2024(F): First Reading. An Ordinance to repeal and replace certain subparagraphs of Ordinance No. 198-2023, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2024, repeal the prior version of Ordinance No. 198-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

NO VOTE

RESOLUTION NO. 231-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with MTech, for the acquisition of a Camel Max Series Sewer Cleaning Combo Truck for the Sewer Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

NO VOTE

RESOLUTION NO. 232-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with R2O Consulting, LLC, for construction administration and resident observation services relating to the CH-36 & CH-37 SSO Control and North Park Blvd Sewer Replacement Project; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren

Motion to adopt: Davida Russell

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

RESOLUTION NO. 233-2024(MSES): First Reading. A Resolution authorizing an agreement with Ken Ganley Ford, Inc., for the purchase of five (5) 2025 Ford Utility Hybrid Police Interceptors for the Police Department; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

NO VOTE

RESOLUTION NO. 234-2024(MSES): First Reading. A Resolution authorizing an agreement with Hall Public Safety Upfitters for the purchase and installation of upfitting equipment for five (5) 2025 Ford Utility Hybrid Police Interceptors for the Police Department; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

NO VOTE

b. First Readings Only

RESOLUTION NO. 235-2024(PD): First Reading. A Resolution jointly adopting the Heights Regional Active Transportation Plan along with the Cities of South Euclid and University Heights.

Introduced by Mayor Seren

READ INTO THE RECORD

RESOLUTION NO. 236-2024(PD): First Reading. A Resolution authorizing the Mayor to enter into an agreement with the Home Repair Resource Center (HRRC) program management services for the Cleveland Heights Down Payment Assistance (DPA) Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

RESOLUTION NO. 237-2024(PD): First Reading. A Resolution authorizing the Mayor to enter into an agreement with the Home Repair Resource Center (HRRC) program management services for the Home Maintenance, Repair, and Accessibility Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

ORDINANCE NO. 238-2024(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 December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

READ INTO THE RECORD

c. Second Readings

ORDINANCE NO. 223-2024(PD): Second Reading. An Ordinance declaring the improvements to certain real property within the City to be a public purpose; describing the public improvements to be made to directly benefit such parcels; exempting such improvements from ad valorem real property taxation; requiring the owner of the improvements to make service payments in lieu of ad valorem real property taxes, and establishing a municipal public improvement tax increment equivalent fund for the deposit of the service payments in lieu of ad valorem property taxes, all pursuant to Sections 5709.40, 5709.42 AND 5709.43 of the Ohio Revised Code; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Gail Larson

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

RESOLUTION NO. 226-2024(COTW): Second Reading. A Resolution authorizing an expanded scope of work for the grant to Heights Arts Collaborative, Inc. ("Heights Arts") through Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

Motion to adopt: Gail Larson

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

13) Committee Reports

- **HB:** The Law Department has prepared draft legislation regarding tenant and landlords rights and responsibilities; it will be on the next council meetings agenda for next reading.
- **AS:** There is a vacancy on the city's CAC committee; must live in the Caledonia neighborhood. If you are interested, please apply on the city's website. The application is now open for the Parks and Recreation Youth Advisory Board.
- **PD:** Update on the dog park and the most recent public hearing. Legislation to create the dog park is forthcoming, but likely not until the new year. She will be talking to the law director to discuss moving forward with the lifeguard legislation previously passed by Council.

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

- The budget process is ongoing and more discussions will continue later this week. Monday there will be a special Council meeting to discuss the budget more.

18) Adjournment

End: 8:52pm

NEXT MEETING OF COUNCIL: SPECIAL COUNCIL MEETING DECEMBER 9, 2024



December 9, 2024
Special Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 8:50pm

2) Roll Call of Council Members

Present: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

Excused: None

Also Present: Mayor Seren, Director Hanna

3) Excuse absent members

4) Amendments to the Agenda (if necessary)

5) Approval of minutes from previous meeting(s)

a. September 16, 2024

APPROVED

b. October 7, 2024

APPROVED

6) Communications from the Mayor

None

7) Public Comment - Legislative Agenda Items only

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda).

Name	Resident/Board Member/Other	Topic
CJ Nash	Resident	2025 Budget
Karen Lash	Resident	2025 Budget

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None

9)

a. First Readings – Consideration of Adoption Requested

Introduced by Mayor Seren

Seconded: Jim Petras

No: None

LEGISLATION PASSED

Page 12 of 101

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

b. First Readings Only

RESOLUTION NO. 241-2024(CRR): First Reading. 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

READ INTO THE RECORD

RESOLUTION NO. 242-2024(CRR): First 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

READ INTO THE RECORD

RESOLUTION NO. 243-2024(CRR): First 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

READ INTO THE RECORD

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

1 Introduced by Councilmember Petras

2 **READ INTO THE RECORD**

3 **ORDINANCE NO. 245-2024(PD): First Reading.** An Ordinance amending
4 the Zoning Map of the City of Cleveland Heights to rezone the Park
5 Synagogue property located at 3300 Mayfield Road to S-2 Mixed-Use District,
6 and transmitting the same to the Planning Commission.
7

8 Introduced by Mayor Seren

9 **READ INTO THE RECORD**

10 **c. Second Readings**

11
12 **RESOLUTION NO. 229-2024(PD): Second Reading.** A Resolution
13 authorizing the Mayor to enter into an agreement with American Builders and
14 Applicators, LLC, a certified lead abatement contractor, for the use of Lead
15 Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based
16 paint hazards at 1580 Oakwood Drive; providing compensation therefor; and
17 declaring the necessity that this legislation become immediately effective as
18 an emergency measure.
19

20 Introduced by Mayor Seren

21 **NO VOTE; WILL HAVE THIRD READING**

22 **ORDINANCE NO. 230-2024(F): Second Reading.** An Ordinance to repeal
23 and replace certain subparagraphs of Ordinance No. 198-2023, relating to
24 appropriations and other expenditures of the City of Cleveland Heights, Ohio
25 for the fiscal year ending December 31, 2024, repeal the prior version of
26 Ordinance No. 198-2023; and declaring the necessity that this legislation
27 become immediately effective as an emergency measure.
28

29 Introduced by Mayor Seren

30 **Motion to adopt:** Anthony Mattox Jr.

31 **Seconded:** Craig Cobb

32
33 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
34 Russell, Jim Petras

35 **No:** Jim Posch

36 **LEGISLATION PASSED**

RESOLUTION NO. 231-2024(MSES): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with MTech, for the acquisition of a Camel Max Series Sewer Cleaning Combo Truck for the Sewer Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

RESOLUTION NO. 233-2024(MSES): Second Reading. A Resolution authorizing an agreement with Ken Ganley Ford, Inc., for the purchase of five (5) 2025 Ford Utility Hybrid Police Interceptors for the Police Department; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch

No: None

LEGISLATION PASSED

RESOLUTION NO. 234-2024(MSES): Second Reading. A Resolution authorizing an agreement with Hall Public Safety Upfitters for the purchase and installation of upfitting equipment for five (5) 2025 Ford Utility Hybrid Police Interceptors for the Police Department; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida

Russell, Jim Petras, Jim Posch
No: None

LEGISLATION PASSED

RESOLUTION NO. 235-2024(PD): Second Reading. A Resolution jointly adopting the Heights Regional Active Transportation Plan along with the Cities of South Euclid and University Heights.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.
Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch
No: None

LEGISLATION PASSED

RESOLUTION NO. 236-2024(PD): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with the Home Repair Resource Center (HRRC) program management services for the Cleveland Heights Down Payment Assistance (DPA) Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.
Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch
No: None

LEGISLATION PASSED

RESOLUTION NO. 237-2024(PD): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with the Home Repair Resource Center (HRRC) program management services for the Home Maintenance, Repair, and Accessibility Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.
Seconded: Craig Cobb

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras, Jim Posch
No: None

LEGISLATION PASSED

ORDINANCE NO. 238-2024(F): Second 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

NO VOTE; WILL HAVE THIRD READING

10) Committee Reports

HB: The next meeting is Tuesday, December 10th at 5 pm.

MSES: She will be meeting with Director Clinkscale and Coordinator Boateng to discuss business recycling.

F: Next meeting will be scheduled in January

PD: The next PD committee meeting will be on December 12 at 10:30 a.m. There will also be meetings on January 16 and 22.

11) Old Business

12) New Business

Posch: Notifying the council that he would like to introduce legislation regarding the Council hiring an accounting firm for Council advisory work.

- Some Councilmembers expressed interest in legislation to hire an accounting firm, but would like to talk more about it at the next meeting.

He would also like to recommend legislation to raise the Mayor's salary starting Jan 1, 2026.

- President Cuda asked if this was a time sensitive issue; Law Director said there was no need to pass legislation prior to 2025 in order for a raise to go into effect Jan 1, 2026.

13) 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.)

Larson: Councilmembers have an obligation to be civil to each other and to respect each other's decisions; she hopes councilmembers can agree to disagree in a respectful manner.

1 **14) Council President's Report**

- 2 • Oversight and checks and balances are important roles for Council though
3 it isn't always comfortable. He thinks this year was very rough and there is
4 a lot Council doesn't know. He feels that Council should like at this
5 situation as an opportunity to create a better budget in the first part of next
6 year, and then to create a better process for next year.

7
8 **15) Adjournment**

9 End: 9:42 pm

10 **NEXT MEETING OF COUNCIL: DECEMBER 16, 2024**
11

Memorandum

Date:

To:

From:

Subject:

Purpose Statement:

Is this legislation recurring: Yes: _____ No: _____

Is emergency language necessary: Yes: _____ No: _____

If yes, why?

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

If yes, why?

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

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

Proposed: 02/03/2025

RESOLUTION NO. 017-2025(CRR), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute a contract or contracts to accept a grant from the Western Reserve Area Agency on Aging to fund the provision of transportation services through the Office on Aging; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in past years the City of Cleveland Heights, Ohio's ("City") Office on Aging has received annual grants from the Western Reserve Area Agency on Aging for the provision of services to senior citizens throughout the community;

WHEREAS, the grant was created by the Older Americans Act of 1965, as amended, and will be paid to the City on a reimbursement basis up to \$14,369.41 per contract period, over four annual contract periods, ending December 31, 2027;

WHEREAS, acceptance of this grant will facilitate access to the infrastructure necessary for the delivery of transportation services to senior citizens throughout the community for the next several years;

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

SECTION 1. The Mayor is hereby authorized to execute a contract or contracts to accept a grant award from the Western Reserve Area Agency on Aging for the provision of transportation services in a total amount not to exceed \$57,000.00 over the four contract periods ending December 31, 2027.

SECTION 2. The contract or contracts shall be entered upon substantially the same terms and conditions as the "Contract with City of Cleveland Heights Office on Aging" attached hereto as "Exhibit A" and upon forms approved 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 Ordinance on the City's 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 immediately accept the grant award so as not to delay or interrupt necessary services being provided to the City's senior citizen community. Wherefore, provided it receives the

RESOLUTION NO. 017-2025(CRR)

affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take immediate effect and be 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



WESTERN RESERVE AREA AGENCY ON AGING

CONTRACT

WITH

CITY OF CLEVELAND HEIGHTS OFFICE ON AGING

PROGRAM: OLDER AMERICANS ACT/ SENIOR COMMUNITY SERVICES

CONTRACT PERIOD: JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

CONTRACT AMOUNT: \$14,369.41
Fourteen Thousand, Three Hundred Sixty-Nine Dollars and Forty-One Cents

**PURCHASE OF SERVICE AGREEMENT
FOR OLDER AMERICANS ACT/SENIOR COMMUNITY SERVICES FUNDS**

THIS AGREEMENT (hereinafter “Contract Agreement” or Agreement”) is entered into by and between the Western Reserve Area Agency on Aging, an Ohio Nonprofit Corporation serving the counties of Cuyahoga, Geauga, Lake, Lorain and Medina, Ohio (Agency), and **City of Cleveland Heights Office on Aging** as the implementing authority (Contractor) for the purpose of providing Older Americans Act/Senior Community Services (OAA) service(s) as described in the Older Americans Act of 1965, as amended, to persons sixty (60) years of age and older within the foregoing counties (“Consumers”).

The Agency and Contractor hereby agree as follows:

ARTICLE I: SCOPE OF CONTRACT

- 1.1 The Agency enters into this Agreement with the Contractor to develop and implement a comprehensive and coordinated system of services for consumers and their caregivers. The Agency is ultimately responsible to the Ohio Department of Aging (ODA) for ensuring that all state and federal funds received from ODA are used in a manner that complies with this chapter and the uniform administrative requirements, cost principles and audit requirements for federal awards under 45 C.F.R. Part 75.
- 1.2 The Contractor agrees to provide the OAA service(s) contained on the Contract Services Page(s), attached, for four (4) contract periods (Term(s)): The first contract period begins January 1, 2024 and ends December 31, 2024; the second contract period begins January 1, 2025 and ends December 31, 2025; the third contract period begins January 1, 2026 and ends December 31, 2026; and, the fourth contract period begins January 1, 2027 and ends December 31, 2027.
- 1.3 The Contractor shall provide such service(s) according to the laws, rules, specifications and requirements for the OAA-funded services to be provided, and according to the procedures described in the Contractor's proposal(s) for Older Americans Act/Senior Community Services (OAA) funds, as amended and approved by the Agency, and said proposal(s), including all representations made by the Contractor as part of its proposal(s) is/are fully incorporated herein. The Agency's Request for Proposals is incorporated by reference herein to the extent it describes the Contractor's duties, responsibilities and requirements. The Contractor is prohibited from assigning any of its duties under the

Contract Agreement to another provider or Contractor without the prior written authorization of the Agency. If the Contract Services Pages award ADNR services, the Contractor shall follow the Roles and Responsibilities in Article II and provide such services as described in the Contractors Contract Service Pages.

- 1.4 The Contractor shall meet the Agency's specific objectives for giving priority to specific consumer groups (including those described in this section) and shall satisfy the service needs of older persons with the greatest economic and social needs. To the maximum extent feasible, the Contractor shall give particular attention to providing services to older persons and adults with physical disabilities who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, or who are at risk for institutional placement (frail) in accordance with their need for such services.
- 1.5 The Contractor shall specify how it intends to satisfy the need for services by consumers with the greatest economic and social needs with particular attention to consumers who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and/or who are at risk for institutional placement.
- 1.6 The Agreement shall comply with the Older Americans Act and any additional federal or Ohio law or rule governing this Agreement.
- 1.7 The Contractor warrants and covenants that during this Term(s) of this Agreement it will have the capability to and agrees to provide such service(s) as referred to above in accordance with the Ohio Department of Aging (ODA) taxonomy of services and clarifications to said taxonomy of all services. This includes the requirement to comply with the criminal records check under section 173.394 of the Ohio Revised Code and Rule 173-9-01 - 10 of the Ohio Administrative Code (or OAC).
- 1.8 The Contractor shall comply with applicable Administrative Rules; those Rules are posted on ODA's website and are part of the Ohio Administrative Code:
<https://aging.ohio.gov/wps/portal/gov/aging/agencies-and-service-providers/rules-and-forms/currently-effective-rules>
- 1.9 Contractors providing Nutrition Services shall comply with the provisions of Article X and the applicable Rules of the Ohio Administrative Code including all documentation, recordkeeping, and other requirements of the following Rules:

<u>OAC</u>	<u>Topic / Service</u>
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- 173-4-02 Eligibility
- 173-4-03 Enrollment process
- 173-4-05.1 Congregate nutrition program
- 173-4-05.2 Home-delivered nutrition program
- 173-4-05.3 Restaurant and grocery meal service
- 173-4-05 Meal Service
- 173-4-08 Nutrition education service
- 173-4-09 Nutrition health screening service

1.10 Contractors providing the following services shall comply with the applicable Rules of the Ohio Administrative Code, including all reporting, documentation, recordkeeping, and other requirements of the following Rules:

<u>OAC</u>	<u>Service</u>
173-3-06.1	Adult Day service
173-3-06.2	Chore service
173-3-06.3	Home maintenance, modification or repair service
173-3-06.4	Homemaker service
173-3-06.5	Personal care service
173-3-06.6	Transportation service

- 1.11 If the service provided is not specified in OAC 173-4-02, 173-4-03, 173-4-04, 173-4-05.1, 173-4-05.2, 173-4-05.3, 173-4-08, 173-4-09, 173-3-06.1, 173-3-06.2, 173-3-06.3, 173-3-06.4, 173-3-06.5, 173-3-06.6, the Contractor shall comply with a written specification of the service (e.g., a description of the service and any conditions for providing the service contained in the Agency's Request for Proposal (RFP) and the Contractor's approved proposal(s)).
- 1.12 The Agency shall not reimburse the Contractor for any service unless a valid Agreement is in place at the time the service is provided. No Agreement is valid unless and until the Agreement is signed by authorized representatives from both the Agency and the Contractor.
- 1.13 The Contractor shall designate its primary contact for purposes of this Agreement. Such primary contact shall participate in provider orientation sessions at the Agency as a condition to performance of this Agreement. Contractor shall also provide a current fax number and e-mail address.

ARTICLE II: ADRN ROLES AND RESPONSIBILITIES

2.1 If the Contract Services Pages involve performance of ADRN services, the purpose of this Agreement is to outline the roles and responsibilities in the development of the Aging and Disability Resource Network (ADRN) between Contractor and Agency.

2.2 Goals of ADRN

The purpose of the *ADRN* is to provide consumers with a point of entry to all long-term services and supports, as well as a streamlined process for determining eligibility for all public programs that provide services and supports with particular attention to identifying consumers at high risk for nursing home placement and re-hospitalization. The key operational functions of a fully developed ADRN include: Information and Referral Assistance; Specialized Information and Assistance; Long Term Services and Supports Options Counseling and Assistance; Streamlined Eligibility Determinations for Public Benefits; Care Transitions/Care Coordination and Quality Assurance and Continuous Improvement.

2.3 The ADRN consists of *Aging and Disability Resource Centers (ADRC)*, *Benefits Enrollment Centers (BEC)* and *Information and Referral Assistance (I&RA)* providers. The Agency is the coordinating agency for the ADRN. The **City of Cleveland Heights Office on Aging** shall be designated as a **N/A, N/A**.

2.4 Coordination of Responsibilities

The Agency, as the ADRN coordinating agency, agrees to provide leadership and guidance in the development and implementation of the ADRN and will work cooperatively in the development and execution of the activities of the ADRN initiative as follows:

- A. The Agency staff will work cooperatively with each ADRN partner to define program goals and budgetary issues to be addressed in implementing the project. A detailed work plan will be developed outlining major activities for each program year. The work plan will include timelines and evaluation outcomes.
- B. The Agency will work with ADRN partners to develop service protocols for the key operational components of the ADRN.
- C. The Agency will conduct periodic technical assistance briefings and trainings for ADRN staff related to carrying out the key operational components of the ADRN program.
- D. The Agency will convene meetings for the purposes of coordination and ongoing program development.

- E. The Agency will work with community partners in developing a comprehensive resource database which includes information about the range of long-term support resources in the ADRN service area.
- F. The Agency will assist ADRN partners with developing relationships with critical pathway partners.
- G. The Agency will work to develop a management information system that can support the ADRN program functions.
- H. The Agency will conduct Marketing and Outreach on behalf of the ADRN as a whole.
- I. The Agency will create a framework for quality assurance and evaluation.

2.5 The Contractor, as a designated **N/A**, agrees to fully participate in the development of a regional Aging and Disability Resource Network and will work cooperatively in the development and execution of the activities of the ADRN initiative as follows:

- A. The Contractor commits to developing program and evaluation goals as part of a detailed work plan that outlines major activities as well as quality assurance and evaluation processes.
- B. The Contractor commits to work with Agency staff and ADRN partners in the ongoing development and implementation of service protocols for key operational components of the ADRN.
- C. The Contractor commits to having a program representative participate in pre-program planning and ongoing ADRN technical assistance and development sessions.
- D. The Contractor commits to having a program representative attend coordination and program development meetings with Agency staff and ADRN partners.
- E. The Contractor commits to the use of a comprehensive resource database.
- F. The Contractor commits to work in collaboration with the Agency to develop relationships and organizational partnerships with critical pathway partners.
- G. The Contractor commits to consistency and competency in data collection and reporting processes developed as part of the management information system for the ADRN.

- H. The Contractor commits to conducting own site-specific marketing and outreach in addition to what is coordinated for the whole network by Agency.
- I. The Contractor commits to participating in quality assurance and evaluation developed by the Agency.

ARTICLE III: GRANT

- 3.1 The Agency agrees to pay the Contractor with OAA program funds for the service(s) detailed in the attached { 1 } Contract Services Page(s) and delivered in accordance with Article 1 up to the amount(s) in Section B, Line 1 on such Page(s). The maximum amount of funds to be paid under this Agreement is: **\$14,369.41, Fourteen Thousand, Three Hundred Sixty-Nine Dollars and Forty-One Cents.**
- 3.2 The Contractor may request modification(s) to this Agreement no more than twice between January 1 and September 30 of each contract period unless the Agency initiates additional modifications. Modification shall be at the sole discretion of the Agency, and request for modification shall be made in writing and reasonably in advance of need for modification or as soon as practicable. The grounds for modifying this Agreement are: emergency/force majeure, unforeseeable changes in Consumer needs or in Contractor's ability to meet Consumer needs, and changes in funding or funding levels. The process for modifying this Agreement is: Contractor shall in writing set forth the modification requested and the grounds for the modification sought. The Agency shall respond in writing promptly or as soon as practicable.
- 3.3 The Contractor understands that the funds allocated to this Agreement are subject to increase or decrease at any time prior to the final payment to the Contractor by the Agency based on its notification of grant awards from the ODA, and that such a change may affect the amount or the scope of the services provided by the Contractor under this Agreement. The funding source for this Agreement is federal and State of Ohio funds provided through the Ohio Department of Aging (ODA). State of Ohio funds are provided through the Senior Community Services State Subsidy. Federal funds provided through the Administration on Aging and ODA are:

Title III B	Supportive Services	CFDA #93.044
Title III C-1	Congregate Meals	CFDA #93.045
Title III C-2	Home-Delivered Meals	CFDA #93.045

Title III-D Preventive Health Services CFDA #93.043

Title III-E Caregiver Services CFDA #93.052

The federal funding source for each service is found on the Contract Services Page(s) Section A, Line 2.

- 3.4 The Contractor shall attempt to pace service delivery proportionately at 1/12 of its annual contracted units per month ("Units of Service"). The Agency will inform the Contractor of reimbursement restrictions if they become necessary.
- 3.5 This Agreement is for the provision of goods or services paid for with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging (ODA). ODA, in turn, allocated the federal funds to the Agency. This Agreement is subject to all applicable federal and state laws, rules and regulations, including ODA's Rules.

ARTICLE IV: METHOD OF PAYMENT

- 4.1 Payment for services rendered under this Agreement shall be made within thirty (30) calendar days after timely receipt by the Agency of an accurate and complete "Older Americans Act/Senior Community Services Provider Monthly *Request for Payment*" from the Contractor, if the reports required in Article V of this Agreement have also been submitted to the Agency by their due dates. The Agency shall then pay the Contractor at the OAA unit rate specified in Section B Line 9 of the attached Contract Service Page(s) for each eligible OAA Unit of Service delivered by the Contractor and reported to the Agency.
- 4.2 If any such report is submitted after its due date no payment shall be made until thirty (30) days after such late report is received by the Agency. If any such report is deemed by the Agency not to be complete and accurate no payment shall be made until thirty (30) days after a complete and accurate report is received. Reports may be deemed inaccurate, for instance, if the SAMS Agency *Summary Report* is not included with the *Request for Payment*, or if the units shown on the SAMS Agency *Summary Report* do not match the units on the *Request for Payment*, as described in Article 5.
- 4.3 Updated unit, cash and in-kind match, client cost share, program income and other funds spent shall be reported on the *Request for Payment* no later than January 31, 2025 for the first contract period, January 31, 2026 for the second contract period, January 31, 2027 for the third contract period and January 31, 2028 for the fourth contract period.

- 4.4 If any report required in Article V of this Agreement is received by the Agency after January 31, 2025, the outstanding funds for the first contract period shall not be paid to the Contractor; if any report required in Article V of this Agreement is received by the Agency after January 31, 2026, the outstanding funds for the second contract period shall not be paid to the Contractor; if any report required in Article V of this Agreement is received by the Agency after January 31, 2027, the outstanding funds for the third contract period shall not be paid to the Contractor; and, if any report required in Article V of this Agreement is received by the Agency after January 31, 2028, the outstanding funds for the fourth contract period shall not be paid to the Contractor.
- 4.5 If a service under this Agreement is for any of the four (4) quarters of the Term of a contract period not performed by the Contractor the Agency shall for each such quarter reduce the Contractor's OAA award for such service by a prorated one-fourth of the annual award for said service. Should Contractor during a contract period fail to provide at least 65% of the Units of Service detailed in the attached Contract Services pages by September 30 of such contract period, the Contractor shall be deemed to have relinquished unused funds so that those funds may be distributed to other contractors by the Agency. In the Agency's discretion, exceptions to the consistent pace of service may be granted upon written request by the Contractor.
- 4.6 Contract amounts which are not earned by the Contractor will not accrue or carry forward to a future contract period.

ARTICLE V: MONTHLY AND OTHER FINANCIAL AND SAMS REPORTING REQUIREMENTS

- 5.1 The Contractor agrees to submit an Older Americans Act/Senior Community Services *Request for Payment* that is accurate and complete as to Units of Service, cash and in-kind match, client cost-share, program income and other funds spent; each such Request for Payment shall be received by the Agency on or before the tenth (10th) calendar day of each month of a contract period for services performed in the preceding month. If the tenth (10th) day falls on a Saturday, Sunday, or holiday, such report shall be due the following business day.
- 5.2 The Contractor, to the extent determined by assigned cluster activities and as required by ODA, must use the Social Assistance Management System (SAMS) program to report required consumer information (including demographics) and account for units of service

delivered. Such data must be entered into SAMS on or before the tenth (10th) calendar day of each month of a contract period for services performed in the preceding month. The Agency will provide the Contractor with a subscription and license to access the SAMS Program during the Term of this Agreement; all other provisions of the RFP for this Agreement which relate to the use of the SAMS system are incorporated herein by reference.

- 5.3 To the extent Contractor uses the SAMS Program to report information, Contractor shall submit a printed *SAMS Agency Summary Report* with its Request for Payment. The units on the Agency Summary Report must match the monthly *Request for Payment*.
- 5.4 If an error is made on a monthly *Request for Payment* the error must be corrected within three months using the *Unit Adjustment Form*. The Contractor must provide a written explanation for the correction and request an adjustment on a subsequent *Request for Payment*; the error must also be corrected in SAMS. A request for adjustment is subject to approval by the Agency.

ARTICLE VI: MATCH, PROGRAM INCOME AND COST-SHARING

- 6.1 The Contractor is required to provide cash or in-kind resources equal to a percentage of the funds provided by the Agency for each service, as specified on the Contract Services Page(s) attached to this Agreement. This amount is the “match”. Contractor covenants, warrants and certifies that the match required for each service will be a cost reasonably expected to be incurred in the delivery of the service.
- 6.2 The Contractor further agrees that final payment will be reduced if the Contractor has incurred and reported on the monthly *Request for Payment* less than the minimum match for each service, as required by the Agency. This reduction will be in the amount necessary to support the total payments to Contractor with the reported match using the Agency’s minimum required match percentage.
- 6.3 The Contractor is encouraged by the Agency to receive voluntary contributions for services reimbursed with Older Americans Act funds, and to record these as Program Income.

The Contractor further agrees as follows:

- A. The terms "charge" and "fee" must not be used when presenting this opportunity to contribute.
- B. No person sixty (60) years of age or older may be denied service under this Agreement due to that person's inability or decision not to contribute to the

service.

- 6.4 The Contractor shall implement a consumer cost-sharing policy under Rule 173-3-07 of the Ohio Administrative Code for any service that is subject to such Rule.
- 6.5 Program Income and Cost Sharing funds shall be used exclusively to pay for the cost of and expand the capacity to provide the service from which they were generated.

ARTICLE VII: MONITORING

- 7.1 The Agency, ODA or the Administration on Aging may conduct on-site monitoring of a service(s) for which funds are being reimbursed under this Agreement at any time during the normal working hours of the Contractor with no prior notification necessary, and the Contractor agrees that representatives of the Agency, ODA or the Administration on Aging shall be given full and immediate access to the premises upon which such service(s) is/are being provided.

ARTICLE VIII: RECORD MAINTENANCE, ACCESSIBILITY AND RETENTION

- 8.1 To the extent authorized by law, the Contractor shall allow representatives of the Agency, ODA, and the Administration on Aging access without prior notice to all programmatic, fiscal, and other records related to the service(s) for planning, auditing, and monitoring purposes at any time during the normal working hours of the Contractor, except that prior notice of at least 24 hours shall be given where access is sought to the confidential complaint files of the Contractor.
- 8.2 The Contractor shall keep and maintain Consumer information, including but not limited to: name, address, telephone number, date of birth, gender, minority status, disability and poverty status, emergency contact person's name and telephone number, and functional abilities of Consumers, relevant to service(s) delivered.
- 8.3 The Contractor shall document that all service(s) were delivered in accordance with the ODA taxonomy of services and clarifications to said taxonomy, as well as the ODA Conditions of Participation and Service Specifications contained in the applicable Ohio Administrative Rules.
- 8.4 The Contractor shall retain records relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the Agency and ODA, and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and agencies of the United States government for a

minimum of three years after the end of the Term of this Agreement. If a record is monitored or audited, the Contractor shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the Contractor to retain the record for more than three years.

- 8.5 The Office of the State Long Term Care Ombudsman of ODA shall have access to the complaint files of the Contractor. The Agency shall use and treat all information contained in said records as is required by law, including the Older Americans Act Amendments of 1987.
- 8.6 The Contractor shall have audit, review and monitoring rights to the extent provided by the Ohio Public Records Act.

ARTICLE IX: ACCOUNTING RECORDS

- 9.1 The Contractor agrees to maintain its accounts and documents at all times so as to readily permit the determination of the status of the cost of services rendered under this Agreement and to have such information readily available for examination by government auditors or Agency representatives.
- 9.2 The Contractor agrees to maintain supporting documents so as to permit the determination of the status of cash, accrual and in-kind transactions which are used as a match for the Contractor's OAA funds.
- 9.3 If the Contractor receives funds to administer activities not covered under this Agreement, the Contractor agrees to develop and maintain documentation describing the method used to allocate any line-item costs that are shared by the OAA service(s) and other such activity and agrees to have such information readily available for examination by government auditors or Agency representatives.
- 9.4 The Contractor agrees to comply with all applicable federal (e.g. 45 CFR, Sec 92.25) and state administrative rules and regulations, ODA's Rules, and with Agency policy, for the procedures relating to and the accounting for program income.

ARTICLE X: NUTRITION SERVICES

If the Contract Services Pages involve performance of Nutrition Services, the Contractor further agrees as follows:

10.1 **Meal Reports:**

The Contractor agrees to submit to the Agency accurate meal report(s) in accordance with

the forms provided by the Agency and in accordance with due dates established by the Agency.

10.2 Emergency Food and Closings:

In the event of an emergency which includes, but is not limited to, inclement weather, utility failure, strikes, natural hazards or acts of God, the Contractor may opt to close a service center, and written confirmation of such emergency must be received by the Agency within 48 hours of any such closure. In any such instance, the Contractor agrees to make every reasonable effort to fulfill its home-delivered meal responsibilities. Emergency food supplies are to be used only when authorized via telephone by the Agency, and written confirmation of such authorization together with the name of the person who provided such authorization on behalf of the Agency must be received by the Agency within 48 hours. The Contractor agrees to pay for the cost of replacing catered meal supplies and/or emergency food which are/is lost, stolen, or otherwise removed or used without the Agency's authorization.

10.3 Food/Supply Delivery:

The Contractor agrees to provide staff at its site who will accept, count, check and record temperatures of potentially hazardous foods, and who will sign for the delivery of Title III C meals and supplies scheduled to take place daily between 6:00 am and 10:30 am.

10.4 Interruption of Nutrition Service:

The Contractor agrees to submit in writing to the Agency all requests for relocating and remodeling nutrition sites. Such requests must be received by the Agency not less than sixty (60) calendar days prior to the proposed relocation/remodeling in order to receive prior approval from the Agency. The Contractor agrees to notify the Agency in writing no later than the Thursday of the week prior to any scheduled activities which interrupt nutrition service delivery, and to obtain written Agency approval prior to any such interruptions.

10.5 Number of Serving Days

The Contractor agrees to provide OAA nutrition services each day during the Term of this Agreement (i) as detailed in the Contractor's WRAAA Nutrition Meal Worksheet, as it may from time-to-time be amended by the Agency; (ii) as summarized on the attached nutrition Contract Service Page(s) (Section A, Line 5); and, (iii) as approved by the Agency. The Contractor agrees that any change to the number of serving days (outside of emergency closing days) must be approved in writing and in advance by the Agency.

10.6 Meal Usage

The Contractor shall be responsible for paying the Agency for any meals ordered in excess of the number of meals allocated to Contractor on the appropriate Contract Services Page(s) (Section A, Line 5) which are paid for with OAA funds. The Agency may recover the amount due to the Agency from the Contractor under this section in accordance with Article 14.2.

10.7 Menus for Sites funded for onsite or central kitchen preparation

If Contractor prepares and serves meals through onsite preparation or a central kitchen, Contractor must submit 3-month cycle menus to the Agency for pre-approval. The cycle menus must be submitted 30 days prior to the beginning of a menu cycle.

10.8 Nutrition Education and Health Screen Services

To the extent Contractor provides congregate nutrition products or services (OAC Rule 173-4-05.1), home-delivered nutrition products or services (OAC Rule 173-4-05.2) or restaurant and grocery meal services (OAC Rule 173-4-05.3), it is the responsibility of the Contractor to provide Consumers with nutrition education and health screening services in accordance with Rules 173-4-08 and 173-4-09 of the Ohio Administrative Code.

ARTICLE XI: CONDITIONS OF THE GRANT

- 11.1 If the Contractor is found to be in violation of a state and/or local health, fire, safety, zoning and/or sanitation code, the Contractor must in writing notify the Agency immediately. The Agency may suspend the grant without advance notice, including the withholding of the supply of meals and/or any payments in whole or in part due under this Agreement, due to the Contractor's failure to comply with a state and local health, fire, safety, zoning and/or sanitation code; the Agency will give written notice of the specific reasons for the suspension to the Contractor. The Contractor must provide evidence that the violations have been corrected before the suspension will be lifted.

ARTICLE XII: PROBLEMS IN PROVISION OF SERVICES

- 12.1 The Agency may begin the process to suspend and/or terminate this Agreement, the grant and/or any payment due under this Agreement for any one of the following causes:
- A. The Contractor's failure to provide Reports required by this Agreement in accordance with due dates established by the Agency.
 - B. The Contractor's failure to permit on-site monitoring and/or review of all

pertinent records.

- C. The Contractor's failure to comply with the accounting, record keeping and/or audit requirements of this Agreement.
- D. The Contractor's failure to provide and/or document service(s) in accordance with ODA Service Specifications and applicable Rules, or as required by this Agreement.
- E. The Contractor's failure to conform to any of the legal requirements of Article 20.
- F. The Contractor's failure to perform fully all of the Contractor's other duties and responsibilities in accordance with this Agreement.

- 12.2 The Agency will notify the Contractor in writing of any problems it finds in the provision of the service(s). If the health, safety or well-being of a Consumer is at immediate risk the Contractor shall respond to the Agency as soon as possible but not later than forty-eight (48) hours after receiving such notice, informing the Agency of the corrective action it has taken or it will take in regard to each such problem, and, if the corrective action has not yet been taken, stating when such corrective action will be effective. If the health, safety or well-being of a Consumer is not at immediate risk, the Contractor shall respond in writing to the Agency as soon as possible but not later than ten (10) calendar days after receiving such notice, informing the Agency of the corrective action it has taken or will take in regard to each such problem, and stating when such corrective action was or will be effective.
- 12.3 If the Contractor does not respond in writing as required by the foregoing provision, or if the Agency does not approve such corrective action and/or the date proposed for its implementation, the Agency shall so inform the Contractor in writing and specify a time by which corrective action acceptable to the Agency shall be proposed and/or implemented. If such corrective action is not proposed and/or implemented by the Contractor timely the Agency may suspend or deny payment to Contractor or may terminate this Agreement.
- 12.4 If this Agreement has not been terminated pursuant to the foregoing provision, and payments are merely suspended, reimbursement may resume when the Contractor has taken all required corrective action and the Agency receives and approves a written report documenting the corrective action.

ARTICLE XIII: CONDITIONAL CONTRACTOR STATUS

13.1 The Agency may designate Contractor as an OAA service provider with problematic programs, in accordance with Agency Policy, due to performance failures; as a *Conditional Contractor*, the Contractor may be placed into a probationary status. In event of said designation, the terms of the probation shall become an addendum to this Agreement.

ARTICLE XIV: RECOVERY OF FUNDS

- 14.1 The Contractor must return any funds received from the Agency if the Agency determines that the Contractor was paid for any unit or units of service it did not actually provide, for units provided to ineligible Consumers, or for units that it provided that did not comply with the Ohio Administrative Code, the Ohio Revised Code, or any other law that regulates the Contractor or the services provided; a Contractor shall also return any funds received from the Agency for services that did not comply with the requirements set forth in the Agency's Request for Proposal, or the Contractor's approved Proposal, or which were not properly documented as required by this Agreement.
- 14.2 The Agency may recover its payment made for any such service unit or units from the Contractor by withholding funds due to the Contractor under this Agreement or under any other agreement the Contractor has entered into with the Agency, or at any time after the termination of this Agreement. Recovery may also be sought by legal action. The maximum amount of funds to be paid under this Agreement may, in the discretion of the Agency, be reduced by the amount of the funds recovered or to be recovered by the Agency.

ARTICLE XV: CONTRACTOR AUDITS

- 15.1 If the Contractor is subject to OMB circular A-133 requirements the Contractor shall obtain an independent audit by a certified public accountant which encompasses the grant period and funds under this Agreement within nine months following the Term of this Agreement, and shall provide the Agency with a copy of the such audit within ten (10) calendar days after such an audit report is received by the Contractor.
- 15.2 If the Contractor is not subject to OMB circular A-133 requirements, but nonetheless obtains an annual audit which covers any part of this grant period or funds under this Agreement, the Contractor shall submit a copy of such audit to the Agency within ten (10) calendar days after such audit report is received by Contractor.

- 15.3 The Contractor agrees that such audit will be engaged and performed in accord with all federal and state regulations governing audits of the funds paid under this Agreement.
- 15.4 In the event an audit report discloses a discrepancy the Contractor shall respond in writing to the Agency within ten (10) calendar days of receipt of any such audit findings with a plan to resolve the discrepancy(ies). If said response is not received by the Agency within the said ten (10) calendar days, the Agency may suspend payment to Contractor until corrective action acceptable to the Agency is implemented; in addition, the Agency may take other appropriate action.
- 15.5 The Contractor agrees to reimburse the Agency any funds paid under this Agreement which are found in the course of an audit to have been improperly or illegally used.

ARTICLE XVI: CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 16.1 The Contractor shall not use any information, systems, or records made available to Contractor for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, the Contractor specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this Agreement shall be included in any Agency-authorized subcontracts or lower-tiered grant agreements executed by the Contractor for work under this Agreement. The Contractor specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The Contractor is responsible for obtaining copies of all applicable administrative and other Rules governing confidentiality, and for assuring compliance with the Rules by its employees, contractors, or lower-tiered sub-recipients. To the extent federal requirements apply to this Agreement, the Contractor agrees to current and on-going compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including 45 CFR 164.502 and 164.50, regarding the disclosure of protected health information.
- 16.2 The Contractor is required to store consumer records in a designated, locked storage space; electronically stored consumer records shall be password-protected.
- 16.3 The Contractor shall not use or disclose any information concerning a Consumer for any purpose directly associated with the provision of services unless the Contractor has written documentation of the Consumer's consent to do so.
- 16.4 The Contractor is prohibited from using or disclosing any information concerning a

Consumer for any purpose not directly associated with the provision of services, even if the Consumer consents to doing so.

- 16.5 If Contractor is a mandatory reporter, Contractor must immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, whenever the Contractor has reasonable cause to believe a Consumer is the victim of abuse, neglect, or exploitation.

ARTICLE XVII: CONTRACTOR ROLE IN CASE OF DISASTER

- 17.1 The Contractor is required to cooperate with the Agency and ODA to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States declares that the Contractor's service area is a disaster area.

ARTICLE XVIII: INSURANCE

- 18.1 The Contractor shall secure and maintain at least the following minimum amounts of insurance for the capital term of this Agreement:
- A. General commercial liability insurance against claims for injury and/or death in the amount of \$1,000,000 aggregate and per occurrence.
 - B. If Contractor staff is required to drive while providing the OAA service, and/or if transportation is part of the OAA service under this Agreement: automobile liability insurance against claims for injury and/or death in the amount of \$1,000,000 aggregate and per occurrence, and property damage insurance in an amount not less than \$50,000 aggregate and per occurrence.
 - C. Third party fidelity bond and property damage insurance (including damage or theft or loss involving the property of a Consumer) in any one accident or occurrence in an amount not less than \$50,000 for losses in connection with service visits to the Consumer's home, and in an amount no less than \$5,000 for all other services.
 - D. First party fidelity bond or employee-theft coverage on persons handling OAA program funds in the amount of no less than \$10,000 or 10% of the amount set forth in Section 3.1 of this Agreement, whichever is greater.

- E. Full replacement value property insurance on equipment or capital improvements funded at least in part by Agency grant funds or OAA program income.
- F. The insurance required under this Agreement shall cover the acts and/or omissions of all of Contractor's paid employees, volunteers or approved sub-contractors.

ARTICLE XIX: INDEMNIFICATION

19.1 To the extent permitted by law, the Contractor agrees to indemnify and hold the Agency and ODA harmless from any and all claims, demands, damages, suits, judgments, awards, costs and expenses, including but not limited to attorney's fees, arising from, resulting from or attributable to the performance of services under this Agreement by the Contractor's employees, volunteers and/or its approved subcontractors, except to the extent those matters or occurrences are caused by the negligence of the Agency.

ARTICLE XX: LEGAL OBLIGATIONS

20.1 The Contractor shall conform to the requirements of all applicable federal, state and local laws, regulations, federal circulars, and established guidelines incorporated by reference herein, including, but not limited to:

- A. Older Americans Act of 1965, as amended;
- B. Civil Rights Act of 1964, as amended;
- C. Section 504 of the Rehabilitation Act of 1973, as amended;
- D. Age Discrimination Act of 1975, as amended;
- E. Fair Labor Standards Act of 1938, as amended;
- F. Age Discrimination in Employment Act of 1967, as amended;
- G. State and local health, fire, safety, zoning and sanitation codes;
- H. Federal, State and local financial and payroll reporting requirements;
- I. Federal and State lobbying restrictions and reporting requirements;
- J. The Americans with Disabilities Act of 1990;
- K. ODA and Agency Policies and Procedures; and
- L. Health Insurance Portability and Accountability Act.
- M. 20The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) and the Contract Services Hours and Safety Standards Act (40 U.S.C. 3701-3708),

as to payment of laborers and mechanics;

- N. The Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387);
- O. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- P. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (40 CFR Part 247); and
- Q. Applicable federal law giving preference to utilization of goods, products and materials produced in the United States of America (2 CFR §200.322).

- 20.2 The Contractor agrees that neither the Contractor, nor any sub-contractor, nor any person acting on behalf of Contractor or any sub-contractor will, in the employment of any person qualified and available to perform the work to which this Agreement relates, discriminate by reason of race, color, religion, sex, military status, national origin, disability, ancestry, age, or any other legally protected classification. Contractor further agrees that neither Contractor nor any Agency-authorized sub-contractor, nor any person acting on behalf of Contractor or any of its sub-contractors, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, military status, national origin, disability, age, ancestry, or any other legally protected classification.
- 20.3 The Contractor certifies that it understands Ohio's ethics and conflict of interest laws and will do nothing inconsistent with them.
- 20.4 If Contractor is approved by the Agency for and enters into a subcontracting relationship for OAA services, the Contractor shall require that the language of Articles XX and XXI of this Agreement be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 20.5 If Contractor is approved by the Agency for and enters into a subcontracting relationship for OAA services, the Contractor remains responsible for ensuring that all provisions of this Agreement are met by the sub-contractor.

ARTICLE XXI: AFFIRMATIVE ACTION

- 21.1 For the term of this Agreement, the Contractor agrees to have executed a written Equal Employment Opportunity Affirmative Action Plan in accordance with Title VI and Title VII of the 1964 Civil Rights Act, as amended. The Contractor further agrees that the following

posters and notices will be prominently displayed at the Contractor's main office: (A) EEO policy statement, (B) EEO posters, (C) Job vacancies, (D) Training session available, and (E) discrimination complaint procedures.

ARTICLE XXII: EXECUTIVE ORDER REQUIREMENTS

- 22.1 The Contractor affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, “services under the Agreement” and “services performed under the Agreement” means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Orders are available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d> and <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/Executive-Order-2022-02D>.
- 22.2 The Contractor also affirms, understands, and agrees to immediately notify the Agency of any change or shift in the location(s) of services performed under the Agreement by Contractor or its agency-approved lower-tiered sub-grantees or sub-contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.
- 22.3 Notwithstanding any other provision of this Agreement, this Agreement shall not become effective unless and until the Contractor has executed this Agreement, submitted it to the Agency, and it has been executed by the Agency.

ARTICLE XXIII: TERMINATION, SANCTION, DAMAGES

- 23.1 If the Contractor or any of its Agency-authorized lower-tiered sub-grantees or sub-contractors performs services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of this Agreement. The Agency is not obligated to pay and shall not pay for such services. If the Contractor or any of its Agency-authorized lower-tiered sub-grantees or sub-contractors perform any such services, the Contractor shall immediately return to the Agency all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.
- 23.2 The Agency may, at any time after breach, terminate this Agreement upon written notice to Contractor. The Agency may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If the Agency determines that actual and direct damages are uncertain or difficult to ascertain, the Agency, in its sole discretion, may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of this Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).
- 23.3 The Agency, in its sole discretion, may provide written notice to the Contractor of a curable breach and permit Contractor to cure the breach. Such cure period shall not be longer than 21 calendar days. Notwithstanding the Agency permitting a period of time to cure the breach or Contractor's cure of the breach, the Agency does not waive any of the rights and remedies provided the Agency under applicable law or in the Agreement, including, but not limited to, the recovery of grant funds paid for services provided by the Contractor, its Agency-authorized lower tiered sub-grantees or sub-contractors which were performed outside of the United States and/or the recovery of cost associated with corrective action, or liquidated damages.

ARTICLE XXIV: ASSIGNMENT / DELEGATION

- 24.1 The Contractor shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of the Agency. Any assignment or delegation not pre-approved in writing by the Agency shall be void or voidable by the Agency.

ARTICLE XXV: DRUG-FREE WORKPLACE:

- 25.1 The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees will purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way, when they are engaged in the work being performed hereunder.
- 25.2 Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, or by Federal grant, contract, loan or loan guarantee. The law does not apply to children's service provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- 25.3 By signing and submitting this document, the Contractor certifies that it will comply with the requirements of the Older Americans Act. The Contractor further agrees that it will require the language of this certification to be included in any Agency-authorized sub-awards, which sub-grantee shall certify accordingly.

ARTICLE XXVI: ENTIRE AGREEMENT

- 26.1 This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, oral or written, between the parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties, or unless otherwise required by law.

ARTICLE XXVII: SEVERABILITY

- 27.1 Whenever possible, each provision of this Agreement shall be interpreted in such

manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of this Agreement.

ARTICLE XXVIII: DEBARMENT:

- 28.1 By signing this Agreement, Contractor verifies to ODA and the Agency that the Contractor is not currently debarred, proposed for debarment, declare ineligible, or voluntarily excluded from participation in transactions by any agency of the United States government under 2 CFR Part 376.
- 28.2 Contractor certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - B. Have not within a three-year period preceding the execution of this Agreement been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense in connection with (i) obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; (iii) making false statements; or (iv) receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and
 - D. Have not within a three-year period preceding the execution of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- 28.3 Whenever the Contractor would be unable to certify to any of the statements in the foregoing certification for itself and for all of its principals at any time during the Term(s) of this Agreement, the Contractor shall immediately notify the Agency in writing of the reason the Contractor can no longer make the certifications required by this Agreement.

ARTICLE XXIX: LOBBYING

29.1 The Contractor is subject to the restrictions on lobbying set forth in 45 CFR Part 93. (See 45 CFR 75.214). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this paragraph be included in the award documents for all Agency-authorized lower-tiered sub-contracts and that all lower-tiered sub-contractors shall certify and disclose accordingly.

29.2 The certifications contained in this Agreement, including those in Articles XXVIII and XXIX are material representations of fact upon which reliance will be placed by the Agency and ODA when this Agreement is entered into by the Agency. These certifications are a prerequisite for making or entering into this Agreement, and are imposed by Section 1352, title 31, U.S. Code and/or other applicable law. Any person who fails to make and file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XXX: FOCAL POINTS

30.1 Focal points are posted on the Agency's website at www.areaagingsolutions.org.

ARTICLE XXXI: PUBLICITY

- 31.1 The Contractor agrees that all public notices and publicity regarding this program shall state that: "This Program is supported by the Administration of Community Living (ACL) of the U.S. Department of Aging" and "Western Reserve Area Health and Human Services (HHS) as part of an award totaling \$_____ with _____ percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by ACL, HHS or the U.S. Government." If the grant reference is in written material, the words "Ohio Department of Aging" and "Western Reserve Area Agency on Aging" and their respective logos, shall appear in at least the same size letters or type as the name of the Contractor.
- 31.2 The Contractor shall not use the words "Ohio Department of Aging" and "Western Reserve Area Agency on Aging" to indicate funding of a program otherwise financed, unless specific authorization has been obtained from the Agency in writing.

ARTICLE XXXII: MODIFICATION

- 32.1 Any amendment to laws, Rules or regulations, including those cited in this Agreement, will result in a correlative modification to the Agreement without the necessity of executing a written amendment. However, this Agreement (which incorporates the Contractor's approved proposal) may otherwise be modified only in a writing signed by both parties.

ARTICLE XXXIII: TERMINATION BY CONTRACTOR

- 33.1 If the Contractor decides that it no longer wishes to provide services under this Agreement the Contractor may not terminate services until the first day of the third month after the Agency has received written notice of termination from the Contractor. Nothing in this Article shall relieve the Contractor of any of the Contractor's legal obligations to the Agency under this Agreement or applicable law.

ARTICLE XXXIV: TERMINATION BY AGENCY

- 34.1 The Agency may at any time terminate this Agreement without further obligation if ODA determines, through the appeals process or through monitoring, that this Agreement was entered into inappropriately, or if funding is decreased or eliminated.

ARTICLE XXXV: RENEWAL OF AGREEMENT

35.1 This Agreement may be renewed by the Agency at the discretion of the Agency for the Term of the next contract period, upon notice given no later than 90 days prior to the expiration of a contract period of this Agreement, depending upon the Contractor's past performance, consumer need and available funding.

ARTICLE XXXVI: APPEALS

36.1 The Contractor has the right to appeal adverse action by the Agency in accordance with the following process and Rule 173-3-09 of the Ohio Administrative Code. The Contractor may appeal an adverse action decision made by Agency as follows:

1. An appealing Contractor must submit a letter, signed by the official authorized to sign the appeal, to the Chief Executive Officer of the Agency with a copy sent to the President of the Board of Trustees of the Agency, within two (2) working days of receipt of written notice of an adverse action taken by the Agency. The ground for appeal must be specified in the appeal letter.
2. If the Appeals Committee determines the appeal is not within the above-established criteria it shall so notify the appealing Contractor. If the Agency's Appeals Committee approves the appeal request and determines that the appeal is within the above-established criteria, a meeting of the Appeals Committee will be scheduled within five (5) working days, with an appearance by the appealing Contractor, to review the adverse decision and recommend final action by the Board of Trustees. An appealing Contractor will be notified of the date and time of the meeting. The Appeals Committee will render a final recommendation, in writing, within five (5) working days after the meeting, which shall become the final decision of the Agency unless appealed to the Board of Trustees.
3. An appealing Contractor may by letter appeal the notice that the appeal is not within the above-established criteria, or the final recommendation of the Appeals Committee to the Board of Trustees, with a copy to the Chief Executive Officer of the Agency, within two (2) working days of receipt of notice that the appeal is not within the above-established criteria or written notice of the final recommendation of the Appeals Committee. The ground for appeal must be specified in the appeal letter.

4. The Board of Trustees, or in its absence the Executive Committee, will review the notice that the appeal is not within the above-established criteria or the appeal from the final recommendation of the Appeals Committee at its next meeting, adopt a final course of action and notify the appealing Contractor about its final decision in writing within five (5) working days. The decision of the Board, or its Executive Committee, shall be the final decision of the Agency, which may be appealed by the Contractor to ODA.
5. An appealing Contractor may request a hearing by the ODA. ODA shall only honor a request for an appeal hearing before ODA if the provider has fully complied with the written process for appealing an adverse action by the Agency and the Agency has rendered its final decision on the appeal, or as required by applicable law.

To request a hearing before ODA, the Contractor shall submit a written request to ODA and its director via certified mail no later than fifteen (15) business days after the date that Agency renders its final decision, or as required by applicable law.

ODA shall hold a hearing and render its final decision on the appeal no later than thirty (30) business days after the date of the hearing. The appeal process will comply with Rule 173-3-09 and other applicable law.

ARTICLE XXXVII: NOTICES

- 37.1 Notices under this Agreement shall be in writing and may be delivered in person, by certified mail (return receipt requested), by overnight mail (proof of delivery required), or by facsimile (to the Contractor, only).

ARTICLE XXXVIII: APPLICABLE LAW AND FORUM

- 38.1 This Agreement shall be construed in accordance with Ohio law and specific applicable federal statutes, rules and regulations. Any litigation to enforce this Agreement shall be brought in the Cuyahoga County Court of Common Pleas or in the United States District Court for the Northern District of Ohio, in Cleveland, Ohio.

IN WITNESS WHEREOF, the duly authorized representatives of the Agency and the Contractor have executed this Agreement on the dates written below their signatures.

WESTERN RESERVE AREA AGENCY ON AGING

Contractor:
CITY OF CLEVELAND HEIGHTS OFFICE ON AGING

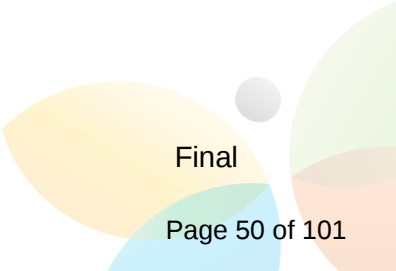
E. Douglas Beach, Ph.D., CEO

Contractor/DULY AUTHORIZED SIGNATORY

DATE

TYPED or PRINTED NAME & TITLE OF SIGNATORY

DATE



Proposed: 02/03/2025

RESOLUTION NO. 018-2025(AS), *First Reading*

By Mayor Seren

A Resolution appointing Robert N. Brown as a member of the City Planning Commission of the City of Cleveland Heights, Ohio, to fill the vacancy for the remainder of the unexpired term ending December 31, 2027; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in accordance with Article XI of the Charter of the City of Cleveland Heights, Chapter 1111 of the Codified Ordinances of the City of Cleveland Heights establishes the City Planning Commission consisting of seven voting members who shall be residents of the City of Cleveland Heights who are not employed by the City, appointed by the Council for terms of six years; and

WHEREAS, under Section 1111.03 of the Codified Ordinances, a vacancy occurring during the term of any member shall be filled for the unexpired term in the manner authorized for an original appointment; and

WHEREAS, Adam Howe resigned as a member of the City Planning Commission on December 9, 2024; and

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

SECTION 1. This Council hereby appoints Robert N. Brown as a member of the City Planning Commission to fill the vacancy for the unexpired term ending December 31, 2027.

SECTION 2. This Council recognizes and expresses its gratitude to Adam Howe for his dedication and service to the City of Cleveland Heights.

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.

RESOLUTION NO. 018-2025(AS)

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 City Planning Commission to have sufficient membership for a quorum for the purpose of conducting the Commission's business. 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: February 3, 2025

To: City Council

From: Eric Zamft, Director of Planning, Neighborhoods & Development

Subject: Extension Agreement with Millennium Strategies for Grant Writing Services

Purpose Statement: To authorize the Mayor to execute an extension to a contract with Millennium Strategies LLC for grant writing services.

Grant writing is essential to any municipality and in particular the City of Cleveland Heights. In 2021, the City first contracted with Millennium Strategies LLC to assist in grant research and writing. The contract was extended and renewed in 2024 for one (1) via Resolution No. 001-2024 and expires on February 13, 2025. Millennium has successfully provided services to the City, resulting in significant grant funding in diverse areas. A memo on their 2024 work is attached. Millennium has proposed a two-year extension. While the Administration expects to bring forward that longer-term extension later this year, in light of the current status of the City's 2025 budget, the Administration asked that Millennium provide a proposal to extend their services to align with the adopted temporary budget. It is estimated that the extension would amount to \$7,500. Since this is an extension to a contract that already exceeded \$50,000, Council must authorize the Mayor in order for him to execute the agreement. The attached legislation provides that authorization. It is requested as an emergency measure to allow for the execution of the contract upon approval rather than to wait an additional 30 days.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? Millennium is currently under contract and this would allow them to continue to provide service to the City uninterrupted.

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

If yes, why? Millennium is currently under contract and this would allow them to continue to provide service to the City uninterrupted.

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

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

MILLENNIUM

STRATEGIES

MEMORANDUM

TO: Cleveland Heights
FROM: Dave Jenkins
DATE: December 23, 2024
RE: Monthly Activity Report
CC: Ed Farmer

This memo will provide an overview of all work performed to date by Millennium Strategies on behalf of Cleveland Heights during the current contract year. For more information, contact Dave Jenkins at djenkins@m-strat.com.

- **Grant Applications Approved, Funding Awarded:**

Funding Program	Purpose of Grant	Amount of Award	Month of Award
US Department of Transportation - Safe Streets and Roads for All (SS4A) Planning and Demonstration Grants Program FY24	Action Plan Update, Supplemental Planning Activities, and Demonstration Projects	\$800,000.00	December 2024
OH Environmental Protection Agency - H2Ohio Rivers Initiative: Chloride Reduction Grants Program FY24	Brine Equipment - Public Works Department	\$63,948.50	November 2024
OH Department of Natural Resources - Land and Water Conservation Fund (LWCF) Outdoor Recreation Legacy Partnership (ORLP) Grant Program Round 7	Cain Park Improvements	\$390,000.00	September 2024
Cuyahoga County Natural Resources Assistance Council - Healthy Urban Tree Canopy (HUTC) Grant Program FY24	Expansion of Urban Tree Canopy and Development of Master Tree Plan	\$39,368.15	July 2024
AARP - Community Challenge FY24	ADU Demonstration Project	\$15,000.00	May 2024
Cuyahoga County - Special Project Grant Program FY24	Recycling and Composting Project	\$12,000.00	March 2024
US Congress - Community Project Funding FY24	Blanche Avenue Road Extension Project	\$850,000.00	March 2024

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STRATEGIES

US Department of Justice - COPS Microgrants Community Policing Development (CPD) FY23	Partnership with Cleveland Peacemakers Alliance	\$175,000.00	November 2023
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Total Awarded: \$2,345,316.65

- **Grant Applications in Progress:**

Due Date	Funding Program	Amount Available	Date Noticed
Rolling	OH Department of Transportation - Pedestrian & Bicycle Special Solicitation Grants Program FY24	Varies	10/21/2024

- **Grant Applications Submitted, Pending Review:**

Date Submitted	Funding Program	Purpose	Amount Requested	Estimated Response
8/15/2024	National Endowment for the Arts - Our Town FY25	Cain Park Master Plan	\$75,000.00	Spring 2025
3/22/2024	US Congress - Community Project Funding FY25	South Taylor Road Streetscape Project	\$1,000,000.00	Fall 2024
10/19/2023	GameTime - Playground Grants Programs FY23	Playground Equipment for Cumberland Park	\$51,486.00	Summer 2024

- **Grant Applications Submitted, Funding Not Awarded:**

Funding Program	Purpose	Requested Amount
OH Department of Natural Resources - USDA Forest Service Ohio's Urban Forestry Grant Program FY23	Expansion of Urban Tree Canopy	\$475,360.00
US Department of Transportation - Charging and Fueling Infrastructure	Deploy 20 Electric Vehicle Charging Stations	\$2,135,200.00

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STRATEGIES

(CFI) Grants Program FY23		
US Environmental Protection Agency - Brownfields Clean-Up Grant FY24	Former Hillside Dairy Farm Clean-Up	\$302,500.00
Bloomberg Philanthropies - Asphalt Art Initiative Grants Program FY23	“All Are Welcome to Cain Park”	\$25,000.00
AARP - Community Challenge 2023	Accessory Dwelling Units Demonstration Project	\$12,500.00
US Department of Agriculture - Inflation Reduction Act for Urban and Community Forestry Grants Program FY23	Protection and Enhancement of Urban Tree Canopy	\$1,138,610.00
US Department of Justice - Community Based Violence Intervention and Prevention Initiative (CVIPI) Grants Program FY23	Partnership with Cleveland Peacemakers Alliance	\$660,000.00

- **Other Grant Opportunities Recommended:**

Due Date	Funding Program	Amount Available	Date Noticed	Notes/Status
6/30/2025	OH Attorney General’s Office - Ohio Law Enforcement Bulletproof Vest Program FY25	\$40,000.00	9/24/2024	Client Submitting
2/24/2025	US Department of Transportation - Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Grants Program FY24-26	Varies	11/12/2024	Client Submitting
2/3/2025	Cuyahoga County - Community Recycling Awareness Grants (CRAG) Program FY25	Varies	12/9/2024	Pending Decision to Apply

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STRATEGIES

2/3/2025	Cuyahoga County - Special Project Grant Program FY25	Varies	12/9/2024	Pending Decision to Apply
1/9/2025	OH Environmental Protection Agency - Environmental Education Fund Grants Program FY25	Varies	12/20/2024	Pending Decision to Apply
1/6/2025	OH Office of Criminal Justice Services - RecoveryOhio Law Enforcement Fund FY25	Varies	12/9/2024	Pending Decision to Apply
12/31/2024	Ohio Humanities - Spark Grants FY24	\$5,000.00	1/22/2024	Pending Decision to Apply
12/31/2024	Cuyahoga County - Sustainable Stores Grants Program FY25	\$8,000.00	11/7/2024	Pending Decision to Apply
12/31/2024	OH Department of Development - All Ohio Future Funds (AOFF) Grant Program FY24	Varies	3/11/2024	Pending Decision to Apply
12/31/2024	OH Department of Transportation - Active Transportation Planning Assistance Grants Program FY24	3000000	9/24/2024	Determined Ineligible
12/31/2024	OH Public Works Commission - Emergency Projects Program FY24	Varies	4/23/2024	Pending Decision to Apply
12/31/2024	OH Rail Development Commission - Grade Crossing Elimination Grants Program FY25	Varies	11/7/2024	No Project Identified
12/20/2024	Bloomberg Philanthropies - Global Mayors Challenge Grants Program FY25	\$1,000,000.00	10/28/2024	No Project Identified

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STRATEGIES

12/20/2024	FEMA - Assistance to Firefighters Grant (AFG) FY24	Varies	11/12/2024	No Project Identified
12/12/2024	National Park Service - Save America's Treasures Preservation Grants Program FY24	\$750,000.00	11/7/2024	No Project Identified
12/6/2024	OH Department of Environmental Protection - Community and Litter Grants Program FY25	\$200,000.00	10/16/2024	No Project Identified
12/2/2024	OH Department of Transportation - Safe Routes to School Grants Program FY25	Varies	10/28/2024	Determined Ineligible
11/30/2024	OH Department of Transportation - Transportation Alternatives Program (TAP) FY24	\$200,000.00	9/24/2024	Determined Ineligible
11/21/2024	US Environmental Protection Agency - Environmental and Climate Justice Community Change Grants Program FY23	Varies	3/7/2024	No Project Identified
11/20/2024	OH Department of Criminal Justice Services - Body-Worn Camera (BWC) Grants Program FY25	Varies	10/21/2024	Client Submitting
11/15/2024	OH Department of Natural Resources - Land and Water Conservation Fund (LWCF) FY25	\$500,000.00	9/30/2024	No Project Identified
11/3/2024	OH State Library - Library Services and Technology Act (LSTA) Competitive Grant Program FY24	\$50,000.00	9/24/2024	No Project Identified

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STRATEGIES

9/4/2024	US Department of Agriculture - Composting and Food Waste Reduction (CFWR) Pilot Grants Program FY24	\$400,000.00	8/28/2024	No Eligible Project Identified
6/30/2024	OH Attorney General's Office - Ohio Law Enforcement Bulletproof Vest Program FY24	\$40,000.00	4/23/2024	No Project Identified
6/28/2024	OH Department of Development - Renewable Energy and Grid Resiliency Grants Program FY24	\$500,000.00	5/21/2024	No Project Identified
6/17/2024	US Department of Transportation - Active Transportation Infrastructure Investment Grants Program FY23	Varies	4/2/2024	No Project Identified
6/1/2024	OH Department of Natural Resources - NatureWorks Grant Program Round 30 FY24	\$150,000.00	1/18/2024	Client Submitting
5/31/2024	OH Public Utilities Commission - Hazardous Materials Training and Planning Grants Program FY24	Varies	3/11/2024	No Project Identified
5/31/2024	US Department of Energy - Local Government Energy Program: Communities Sparking Investment in Transformative Energy Grants Program FY24	\$3,600,000.00	3/4/2024	No Project Identified
5/24/2024	OH Attorney General's Office - Drug Abuse Response Team (DART) Program FY25	Varies	5/16/2024	No Project Identified
5/23/2024	OH Department of Public	Varies	5/2/2024	No Project

MILLENNIUM

STRATEGIES

	Safety - Traffic Safety Grants Program FY25			Identified
5/15/2024	OH Attorney General's Office - LiveScan Device Grant Program FY24	Varies	4/23/2024	No Project Identified
5/3/2024	OneOhio Recovery Foundation - Regional Grants Program FY24	Varies	4/23/2024	No Project Identified
4/30/2024	OH History Connection - Historic Preservation Grants Program FY24	Varies	2/7/2024	No Project Identified
4/30/2024	OH Office of Criminal Justice Services - Deflection and Pre-arrest Diversion Grant Program FY24	Varies	4/23/2024	No Project Identified
4/19/2024	Ohio Lake Erie Commission - Lake Erie Protection Fund FY24	Varies	4/2/2024	No Project Identified
4/12/2024	FEMA - Staffing for Adequate Fire and Emergency Response (SAFER) FY23	Varies	4/3/2024	Client Submitting
4/12/2024	FEMA - Fire Prevention and Safety (FP&S) Grants Program FY23	\$1,500,000.00	3/11/2024	No Project Identified
4/1/2024	OH Department of Development - Brownfield Remediation Program FY24	Varies	12/20/2023	No Project Identified
4/1/2024	OH Arts Council - ArtSTART Grants Program FY25	\$5,000.00	12/4/2023	No Project Identified
3/31/2024	OH Historical Records Advisory Board - Historical Records Grants Program FY24	\$5,000.00	2/7/2024	No Project Identified
3/31/2024	T-Mobile - Hometown Grants Program FY24	\$50,000.00	1/11/2024	No Project Identified

MILLENNIUM

STRATEGIES

3/15/2024	OH Department of Natural Resources - The Recreational Trails Program (RTP) & Clean Ohio Trail Fund (COTF) FY24	Varies	1/29/2024	Client Submitting
3/8/2024	FEMA - Assistance to Firefighters Grant (AFG) FY23	Varies	1/29/2024	Client Submitting
3/4/2024	US Department of Justice - Small, Rural, and Tribal Body-Worn Camera Micro Grants Program FY24	Varies	1/29/2024	No Project Identified
3/1/2024	OH Department of Transportation - Safe Routes to School (SRTS) Grants Program FY24	Varies	10/10/2023	No Project Identified
3/1/2024	OH Commission for the United States Semiquincentennial - America 250-Ohio Grants Program FY23	\$50,000.00	10/30/2023	No Project Identified
2/16/2024	National Fish and Wildlife Foundation - Sustain Our Great Lakes Grants Program FY24	Varies	1/22/2024	No Project Identified
2/16/2024	The Supreme Court of Ohio - Technology Grant Funds FY24	\$150,000.00	1/22/2024	No Project Identified
2/15/2024	Dollar General Literacy Foundation - Family Literacy Grants Program FY24	\$10,000.00	1/22/2024	No Project Identified
2/15/2024	Dollar General Literacy Foundation - Summer Reading Grants Program FY24	\$3,000.00	1/22/2024	No Project Identified
2/15/2024	Dollar General Literacy Foundation - Adult	\$10,000.00	1/22/2024	No Project Identified

MILLENNIUM

STRATEGIES

	Literacy Grant FY24			
2/8/2024	OH Office of Criminal Justice Services - Ohio Drug Law Enforcement Fund Grants Program FY23	\$250,000.00	1/8/2024	No Action Authorized
2/1/2024	Cuyahoga County - Community Recycling Awareness Grants (CRAG) Program FY24	\$5,987.84	12/20/2023	Application Discontinued
2/1/2024	OH Department of Natural Resources - Natural Areas Research Grant Program FY23	\$5,000.00	1/18/2024	No Project Identified
1/25/2024	OH Office of Criminal Justice Services - RecoveryOhio Law Enforcement Fund FY24	Varies	1/8/2024	No Project Identified
1/17/2024	OH Department of Development - Water and Wastewater Infrastructure Grant Program FY24	\$5,000,000.00	11/20/2023	Client Submitting
1/16/2024	OH Environmental Protection Agency - Environmental Education Fund Grants Program FY24	Varies	12/20/2023	No Project Identified
1/15/2024	Ohio Humanities - Ignite Grants FY24	\$20,000.00	11/14/2023	No Project Identified
1/12/2024	Cuyahoga County - Community Planning Grant Program FY24	Varies	12/11/2023	No Project Identified
1/9/2024	OH Environmental Protection Agency - Environmental Education Fund Grants Program FY24	Varies	6/27/2024	Decided Not to Apply
1/4/2024	US Fish and Wildlife	Varies	11/20/2023	No Action

MILLENNIUM

STRATEGIES

	Service - Great Lakes Fish and Wildlife Restoration Act Grants Program FY24			Authorized
1/4/2024	OH Department of Criminal Justice Services - Violent Crime Reduction Grant Program FY24	Varies	12/12/2023	No Action Authorized
12/31/2023	OH Department of Transportation - OH Rail Development Commission Grade Crossing Elimination Program FY24	Varies	9/25/2023	Determined Ineligible
12/31/2023	William G. Pomeroy Foundation - National Register Signage Grant Program FY23	Varies	6/26/2023	No Project Identified
12/31/2023	OH Environmental Protection Agency - Water Pollution Control Loan Fund (WPCLF)	Varies	5/16/2023	No Project Identified
12/15/2023	OH Department of Development - Brightening Ohio Communities (BOC) Grant Program FY23	\$500,000.00	11/14/2023	No Project Identified
12/15/2023	OH Department of Natural Resources - Prescribed Fire Supplies, Tools, Education & Personal Protective Equipment (STEP) Grant Program FY23	Varies	10/24/2023	No Project Identified
12/4/2023	Bloomberg Philanthropies - Love Your Block Grant Program FY23	Varies	11/14/2023	No Project Identified
12/1/2023	OH Environmental Protection Agency -	Varies	10/2/2023	No Project Identified

MILLENNIUM

STRATEGIES

	Water Bottle Refilling Station Grants Program FY23			
12/1/2023	OH Department of Environmental Protection - Community and Litter Grants Program FY24	Varies	10/2/2023	No Project Identified
11/15/2023	OH Department of Natural Resources - Land and Water Conservation Fund (LWCF) FY24	Varies	5/23/2023	No Project Identified
11/15/2023	US Department of Transportation - Thriving Communities Program (TCP) FY23	Varies	10/2/2023	No Project Identified
11/9/2023	OH Department of Environmental Protection - Nonpoint Source Section 319 Pollution Control Program FY24	Varies	10/10/2023	No Project Identified
11/7/2023	US Department of Housing and Urban Development - Healthy Homes Production (HHP) Grants Program FY23	Varies	9/25/2023	No Project Identified
11/1/2023	OH Arts Council - Capacity Building Grants Program FY24	Varies	9/25/2023	No Project Identified
10/31/2023	OH State Library - Library Services and Technology Act (LSTA) Competitive Grant Program FY23	Varies	10/10/2023	No Project Identified
10/31/2023	US Department of Energy - Clean Energy to Communities (C2C) Peer-Learning Cohorts Grants Program FY24	Varies	9/25/2023	No Project Identified
10/31/2023	OH Department of	Varies	10/10/2023	No Project

MILLENNIUM

STRATEGIES

	Transportation - Transportation Alternatives Program (TAP) FY23			Identified
10/30/2023	US Department of Housing and Urban Development - Pathways to Removing Obstacles to Housing (Pro Housing) Grants Program FY24	Varies	8/24/2023	No Project Identified
10/23/2023	US Department of Agriculture - Great Lakes Restoration Initiative (GLRI) Forest Restoration Grants Program FY23	Varies	9/5/2023	No Project Identified
10/15/2023	OH Department of Transportation - Local Major Bridge Program FY24	\$20,000,000.00	9/11/2023	No Project Identified
10/12/2023	Firehouse Subs Foundation - Public Safety Grants Program FY24	Varies	9/21/2023	No Project Identified

Proposed: 02/03/2025

RESOLUTION NO. 019-2025(PD), *First Reading (Amended 02.03.2025)*

By Mayor Seren

A Resolution authorizing the Mayor to execute a two (2) month extension of an agreement with Millennium Strategies, LLC for continued grant writing services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in addition to its own municipal budgeting, the City of Cleveland Heights (the "City") seeks and applies for grant and other funding opportunities; and

WHEREAS, grant writing requires specific technical expertise; and

WHEREAS, in 2021, the City contracted with Millennium Strategies, LLC, its principal place of business located in Morristown, New Jersey ("Millennium"), to assist in grant research and writing for a one (1) year period; and

WHEREAS, Millennium has successfully provided services to the City, resulting in significant grant funding in diverse areas; and

WHEREAS, the City desires to extend the contract with Millennium for an additional three (3) months; and

WHEREAS, the City also desires to expand the contract with Millennium to provide additional management services; and

WHEREAS, Millennium has provided a proposal for an extension of the agreement as shown in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, such services are professional services for which no bidding is necessary, and the proposed fees are reasonable and competitive.

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 an amendment to the agreement with Millennium for grant writing services ("Amendment") upon terms and conditions substantially in accordance with Millenniums proposed Amendment, a copy of which is attached hereto as

RESOLUTION NO. 019-2025(PD)

Exhibit "A" and incorporated herein by reference. The Amendment shall be for a period of three (3) months, and shall provide for additional fees and expenses in an amount not to exceed the sum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00). The Amendment shall contain such other terms as recommended by the Mayor and Director of Law, and shall be approved as to form by the Director of Law.

SECTION 2. That it is found and determined that all formal actions of the Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

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 to provide for the uninterrupted procurement of grant funding to maximize benefits for city taxpayers. 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. 019-2025(PD)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Millennium Strategies LLC
60 Columbia Road, Building B, Suite 230
Morristown, NJ, 07960

This Agreement is made and entered into by and between **Millennium Strategies LLC** (herein referred to as “Consultant”) located at 60 Columbia Road, Building B, Suite 230, Morristown, NJ, 07960 and **City of Cleveland Heights** (herein referred to as “Client”) located at 40 Severance Circle, Cleveland Heights, OH, 44118.

SCOPE OF SERVICES

Consultant will provide Grant Consultant Services on behalf of Client. Specific services to be rendered are outlined and described below.

Service 1: Create a Strategic Plan - Consultant will create a Strategic Plan for grant research and funding to be pursued in keeping with the Client's budget, capital plan, and other identified objectives. This process will include coordination of necessary meetings with administrators, department heads, supervisors and key personnel to determine future funding goals and how best to achieve them.

Service 2: Research Available Opportunities / Frequent Notification - Consultant will research governmental and non-governmental grant opportunities that support the Client's priorities. Detailed grant summaries and application breakdowns will be provided to key personnel.

Service 3: Grant Writing - Consultant will complete grant applications, both presented by Consultant and identified by the Client, in accordance with funding guidelines established by funding agencies,

Service 4: Monthly Reporting - Consultant will submit a monthly report detailing activities undertaken by the Consultant on behalf of the Client. The monthly report will include all grants recommended, grants awarded, grants submitted and pending approval, grant applications-in-progress, as well as grants denied providing the Client with an assessment of Consultant's efforts on a regular basis.

Service 5: Grant Administration - Consultant will provide grant administration services on behalf of the Client. These services will include execution of grant agreements, filling requisite project/financial reports, and preparation/submission of grant closeout package. This service does not include project management.

Service 6: Meeting Attendance - Consultant will attend meetings as requested by Client.

FEE SCHEDULE

Consultant shall render services, as outlined and described above in “Scope of Services” section of this agreement, in accordance with the fee schedules outlined below:

Services 1-6 – Consultant shall render services, on behalf of Client, on an hourly basis at a rate of \$150.00 per hour. For any on-site meeting requests, Consultant would request reimbursement from the Client for costs associated with attending these meetings including, transportation, lodging, meals, etc. Consultant's fees once paid are non-refundable and are not contingent upon the successful award of grant funding. There are no hidden costs associated with our fee schedule.

TERM

This Agreement shall be for a period of two (2) months commencing on February 1, 2025, and ending on March 31, 2025.

**Millennium Strategies LLC
60 Columbia Road, Building B, Suite 230
Morristown, NJ, 07960**

TERMINATION

Either party may terminate this Agreement at any time by giving written notice, delivered by registered mail to the office of the other party. Termination shall occur thirty (30) days after posting of such notice. Client will be responsible for any fees incurred by Consultant prior to issuance and delivery of written notice of termination. Upon termination or conclusion of the Agreement term, the retainer arrangement will cease.

HOLD HARMLESS

Each party hereby agrees to indemnify and hold the other party harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents, servants, subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

ASSIGNABILITY

This Agreement is not assignable without the prior written consent of both Client and Consultant.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

LAW

The terms of this Agreement shall be governed by the laws of the State of Ohio

DISPUTES

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Cuyahoga County Court of Common Pleas. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Cuyahoga County Court of Common Pleas, in such dispute or proceeding.

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

Date:

01/16/2025

For: Millennium Strategies LLC


Name: Edward Farmer
Title: President and CEO

Date:

For: City of Cleveland Heights

Name:
Title:



Date: 1/31/2025

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: 2025 Cain Park Legislation

Purpose Statement: This is yearly reoccurring legislation to begin entering in to contracts at Cain Park. The increase in ticket price cap is needed in response to changing industry norms. The VIP "lifts" that artists require to be added on top of the ticket price can be in excess of an additional \$100-\$125 per ticket. This can take a ticket priced at \$125 in the front row and increase it to \$225-\$250. The increase to \$300 will account for this industry change and allow Cain Park to continue to provide world-class arts experiences four our community.

Is this legislation recurring: Yes: X No: _____

Is emergency language necessary: Yes: X No: _____

If yes, why? To begin entering in to contracts with acts for the 2025 Cain Park Season

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

If yes, why? Same reason as above
.

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

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

Proposed: 02/03/2025

ORDINANCE NO. 020-2025(CRR), *First Reading*

By Mayor Seren

An Ordinance authorizing and approving the presentation of entertainment programs in Cain Park for the year 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council annually reviews its use and rentals of the theatres in Cain Park; and

WHEREAS, the Mayor recommends the use and rentals set forth herein.

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

SECTION 1. The City of Cleveland Heights shall sponsor and present in Cain Park and other locations to determined, through the spring and summer of 2025; a program of entertainment in general accordance with plans therefore previously adopted by the Mayor.

SECTION 2. Stage productions will be presented in Cain Park. Admission charges for these productions will not exceed Three Hundred Dollars (\$300.00). Rates will be gradated according to seat location, with the designations subject to approval by the Mayor. Groups of twenty (20) or more may purchase tickets at a discount rate subject to the approval of the Mayor.

SECTION 3. Musical concerts will be presented at time scheduled by the Mayor. Such programs may or may not be co-produced with an outside agency as deemed fit by the Mayor. Special arrangements may be made for ticket prices to exceed Three Hundred Dollars (\$300.00), with the proceeds of the box office split per an agreement approved by the Director of Law to accommodate costs of the concert.

SECTION 4. One or more plays (musicals) may be presented at times scheduled and at the theaters designated by the Mayor. The City's share in the cost of such programs is hereby approved and such expenditure is authorized in a total amount not to exceed Eighty Thousand Dollars (\$80,000.00) per production.

SECTION 5. The Mayor is hereby authorized and directed to enter into any and all agreements necessary for the presentation of summer concert and other non- theatrical programs at Cain Park and this council approves all currently executed contracts. All agreements shall be in a form approved by the Director of Law.

ORDINANCE NO. 020-2025(CRR)

SECTION 6. To the extent possible, monies to pay for the aforesaid contracts shall be taken from the Cain Park Operating Fund and monies derived from Cain Park activities shall be placed in the Cain Park Operating Fund.

SECTION 7.

(a) Such other programs and activities shall be presented as are approved by the Mayor. Fees may be established by the Mayor to defray the cost of these new programs. Special promotions which reduce or eliminate ticket prices in exchange for media time, print advertising or other publicity may be arranged as approved by the Mayor.

(b) Except as otherwise provided herein, when any class or activity is offered which requires the use of materials to be furnished to the participant, the Mayor is authorized to establish a fee based upon actual costs, which shall be paid by each person at the time of registering for such activity.

(c) Special benefit performances either at Cain Park or elsewhere may be presented for the purpose of offsetting programs deemed appropriate by the Mayor with ticket prices not to exceed the sum of Three Hundred Dollars (\$300.00). These arrangements will be made as deemed appropriate by the Mayor.

SECTION 8.

(a) In the event that it should become necessary, in the judgement of the Mayor, at any time to limit the number of persons in attendance at any concert, dance, or other activity to which the public would otherwise be generally admitted, the Mayor is hereby authorized to establish and place in effect such regulations and restrictions as he may deem necessary for such activities to protect the safety and welfare of the public grounds, the community in general, and members of the public at large.

(b) Such regulations may include, but are not limited to, advance or on-the-spot limitation of admissions, including closing-off of admission, and may also include a requirement that admission be limited to persons who are bona fide residents of Cleveland Heights and are authorized holders of a proper Recreation I.D. Card issued by the City of Cleveland Heights, and such number of guests accompanied by such Cardholder as the Mayor shall establish.

(c) In the event that the Mayor shall determine, in his sole discretion, that the conduct of a given program, or portion of the program, would endanger the safety and welfare of the public, then he shall have the

authority to cancel any program and at the earliest time possible, to give, by appropriate means, notice to persons wishing to participate in such activity of the fact that the program or activity has been canceled.

(d) Notwithstanding any other provision, the Mayor is hereby vested with authority to transfer the conduct of any portion of the summer program for the year 2025 to another facility in order to ensure the safety and/or convenience of the general public. At such time, the Mayor shall, by appropriate means, advise persons wishing to participate in such activities of the change of location.

SECTION 9. 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 to the City's website.

SECTION 10. 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 seasonal deadlines. Therefore, provided it receives the affirmative vote of five (5) or more 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

ORDINANCE NO. 020-2025(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 1/31/25

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Legislation to approve purchase agreement of City-owned property for a senior affordable housing project

Purpose Statement:

To approve legislation authorizing the Mayor to execute a real estate purchase agreement for the sale of certain real property consisting of approximately 1.049 acres of vacant land on Lancashire Road, and identified as Permanent Parcels Nos. 685-110-24 and 685-11-004. The sale of this City-owned property would facilitate the development of a senior affordable housing project consisting of 71-residential units that would also utilize the vacant Unitarian Church property on Lancashire Road.

Is this legislation recurring: Yes: _____ No: x

Is emergency language necessary: Yes: x No: _____

If yes, why?

The developer (National Church Residences) must demonstrate site control to pursue tax credits in advance of the application deadline in late February.

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

If yes, why?

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

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

Proposed: 02/03/2025

ORDINANCE NO. 021-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of certain real property located consisting of approximately 1.049 acres of vacant land on Lancashire Road, and identified as Permanent Parcels Nos. 685-110-24 and 685-11-004; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, certain real property identified as Permanent Parcels No. 68511024 and 68511004, and consisting of vacant land on Lancashire Road, Cleveland Heights, Ohio (the "Property") is currently owned by the City of Cleveland Heights, Ohio ("City") and used for public parking lots; and

WHEREAS, the City desires to sell the Property to National Church Residences, an Ohio non-profit corporation ("Purchaser"), for redevelopment; and

WHEREAS, the City intends to sell the Property for a purchase price of Five Hundred Thousand Dollars (\$500,000.00), payable in part in cash, part in exchange for receipt of a permanent easement for public parking following the aforementioned redevelopment, and part in exchange for certain public parking improvements, all of which are set forth in the proposed real estate purchase agreement between the City and Purchaser, a draft of which is attached hereto as Exhibit A, and incorporated herein by reference (the "Purchase Agreement"); and

WHEREAS, the sale of the Property is contingent upon several pre-closing conditions set forth in the Purchase Agreement, including the negotiation and execution of a Development Agreement acceptable to both parties; and

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to authorize the Mayor to execute the Purchase Agreement for the sale of the Property.

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

SECTION 1. The Mayor is hereby authorized to execute the Purchase Agreement and any and all other related documents, and take any actions necessary, to sell the Property to the Purchaser. The Purchase Agreement shall be substantially in accordance with the terms of the draft agreement attached hereto as Exhibit A, and the sale shall be contingent upon the successful negotiation and execution of a Development Agreement with the Purchaser. The purchase price for the property shall be the gross sum of Five

ORDINANCE NO. 021-2025(PD)

Hundred Thousand Dollars (\$500,000.00) as set forth in the Purchase Agreement. The Purchase Agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. This Council finds the aforementioned Property to be sold is not needed for municipal purposes.

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's website.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately 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 timely redevelopment of the Property and the Purchaser's ability to arrange incentives and financial assistance for the same. 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 immediate effect and be 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

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2025 (“Effective Date”), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipality organized under the laws of the State of Ohio and its Charter, with its principal place of business located 40 Severance Circle, Cleveland Heights, Ohio 44118 (“Seller”) and **NATIONAL CHURCH RESIDENCES**, an non-profit corporation, with its principal place of business located at 2245 N. Bank Dr., Columbus, Ohio 43220 (“Purchaser”).

WHEREAS Seller is the owner of certain real property as set forth herein, and desires to sell the same to the Purchaser upon the terms and conditions set forth in this Agreement; and

WHEREAS, Purchaser desires to purchase from Seller that certain real property and own the same upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

DESCRIPTION OF PROPERTY; AGREEMENT OF PURCHASE AND SALE

1.1 Purchase and Sale; Property. In exchange for the consideration described in Section 2.1 herein and pursuant to the terms and conditions of this Agreement, the Seller agrees to convey to Purchaser the following:

The real property identified as Permanent Parcel Number 68511024 in the Cuyahoga County Records, consisting of 0.498 acres of vacant land, and Permanent Parcel Number 68511004 in the Cuyahoga County Records, consisting of 0.551 acres of vacant land, all of which is along Lancashire Road in Cleveland Heights, Ohio, along with any improvements on thereon, and easements, appurtenances, rights, privileges and hereditaments appertaining thereto, as further described in the legal description which is attached hereto and incorporated herein by reference as Exhibit A, (the “Property”).

1.2 Preconditions to Closing. The following preconditions to closing (“Preconditions to Closing”) shall be satisfied on or before the Closing Date:

(a) Low-Income Housing Tax Credits. The Purchaser shall be awarded Low Income Housing Tax Credits for the development of a portion of the Property, together with the adjacent real property identified as Parcel Numbers 68511001, 68511002 and

68511003 in the Cuyahoga County Records, generally as set forth on Exhibit B, attached hereto and incorporated herein (the “Development”).

(b) Development Agreement. Seller and Purchaser shall negotiate and execute a development agreement (“Development Agreement”) providing for the Purchaser to design and construct the Development. Said Development Agreement shall be approved by the Council of the Seller prior to execution by the Seller. Seller’s Council has sole discretion as to whether to approve the Development Agreement.

The Development Agreement shall contain provisions requiring the Purchaser to design and construct improvements, reasonably satisfactory to the Seller, to (i) the Public Parking Area, as defined below, to rebuild and resurface the same and to create 22 parking spaces therein, as depicted in the blue area on Exhibit B marked as “public parking” (the “Public Parking Area”) and (ii) Lancashire Road to create 28 angled-in on-street parking spaces as depicted on Exhibit B (collectively, the “Parking Improvements”). The Development Agreement shall provide a timeframe by which the Parking Improvements shall be undertaken and completed by the Purchaser, and failure to timely complete the Parking Improvements shall result in the funds escrowed by Purchaser pursuant to Section 2.1(d) of this Agreement being paid by the Title Company to Seller. The Development Agreement will contain further details concerning the design and construction of the Parking Improvements, and may modify the number of parking spaces provided for in this Section.

(c) Parking Easement. Seller and Purchaser shall negotiate and execute, in association with the Development Agreement, a permanent parking easement whereby the Public Parking Area shall be encumbered by a permanent parking easement (the “Parking Easement”) granted from the Purchaser to Seller for the continual and ongoing use by Seller as parking open to the public at all times.

(d) Planning and Zoning Approvals. Purchaser shall obtain all planning and zoning approvals, permits and entitlements from the Seller and any other governmental authority necessary for Purchaser to undertake the Development. Purchaser is not required to have approved building plans prior to Closing.

(e) Community Engagement. Following the award of Low-Income Housing Tax Credits, and prior to the submission of plans and associated documents for planning and zoning approval, Purchaser shall conduct at least one community engagement meeting, open to the general public, to present Purchaser’s planned Development and to seek input and feedback from the community.

PURCHASE PRICE

2.1 Purchase Price. The total purchase price for the Property, subject to prorations and adjustments as provided in this Agreement, shall be Five Hundred Thousand Dollars (\$500,000.00) ("Purchase Price"). The Purchase Price shall be due and payable from Purchaser as follows:

(a) Ten Thousand Dollars (\$10,000.00) in immediately available cash funds upon execution of this Agreement ("Earnest Money"), which shall be deposited with the Title Company and may be returned to the Purchaser pursuant to Section 3.2, 3.3, or in the event the Seller fails to consummate the sale of the Property to the Purchaser without any fault of the Purchaser.

(b) One Hundred Eighty-Six Thousand Dollars (\$186,000.00) in immediately available cash funds on the Closing Date, which shall be pre-funded by Purchaser at least 24 hours prior to Closing. Upon Closing, said funds and the Earnest Money shall be distributed to the City by the Title Company.

(c) A credit against the Purchase Price in the amount of One Hundred Six Dollars (\$106,000.00) on the Closing Date, representing the value of the Parking Easement.

(d) Two Hundred Thousand Dollars (\$200,000.00) in immediately available cash funds, to be deposited by Purchaser into escrow with the Title Company on the Closing Date, which shall be pre-funded by Purchaser at least 24 hours prior to Closing. Provided that the Purchaser undertakes and completes the Parking Improvements within the timeframe set forth in the Development Agreement, said escrowed funds shall be returned to Purchaser upon completion of the Parking Improvements. In the event Purchaser fails to undertake and complete the Parking Improvements within the timeframe set forth in the Development Agreement, then said escrowed funds shall be paid by the Title Company to the Seller. The obligation to complete the Parking Improvements as consideration for return of said escrowed funds shall survive the Closing.

TITLE AND SURVEY; INSPECTION

3.1 Title. Seller shall, at Closing, convey to Purchaser title to the Property by limited warranty deed.

3.2 Title Commitment. Within ten (10) days after the Effective Date, Purchaser shall obtain a commitment ("Title Commitment") for an Owner's Policy of Title Insurance for the Property ("Title Policy") issued by Kingdom Title Solutions, located at 275 Springside Drive, Suite 101, Akron, Ohio 44333 ("Title Company") setting forth the condition of title to the Property, and will provide the same to the Seller. Purchaser shall have fifteen (15) days after receipt of the Title Commitment ("Title Review Period") to review the condition of title to the Property. If during the Title Review Period Purchaser determines that there is any matter or condition in the Title Commitment which, in Purchaser's reasonable opinion, renders the Property unfit for its intended use, Purchaser will provide written notice to the Seller on or before the expiration of the Title Review Period of any such matter or condition ("Title Objection Notice"). The Seller will have no obligation to correct or cure such objections, but may at its sole option, elect to cure or correct such objections. Within ten (10) days after receipt of Purchaser's Title Objection Notice, Seller will advise the Purchaser in writing whether or not the Seller will correct or cure such matter or condition ("Seller's Response"). If the Seller elects to correct or cure such matter or condition, the Seller will commence such cure with due diligence and in such event the closing of the sale will be extended for a reasonable period of time to complete such cure. If the Seller elects not to correct or cure such matter or condition, Purchaser will have the right, upon written notice to the Seller within three (3) days after receipt of the Seller's Response, to either (a) agree to waive any objection to such matter or condition and proceed to Closing without any cure of such matter or condition and without any reduction in the Purchase Price; or (b) elect to terminate this Agreement. Purchaser's failure to deliver the Title Objection Notice on or before the expiration of the Title Review Period will constitute a waiver by Purchaser of any right to object to any matter or condition relating to the Title Commitment or the condition of title to the Property and any right to terminate the purchase agreement. In the event this Agreement is terminated for the reasons set forth in this paragraph, the Earnest Money payment will be returned to Purchaser.

3.3 Due Diligence. For a period commencing upon the Effective Date, and continuing for sixty (60) days ("Inspection Period"), Purchaser, together with its agents, employees, and authorized representatives ("Purchaser's Agents"), shall have the right to perform any and all due diligence inspections, including, without limitation, any general inspections and surveys of the Property, soil testing, quality and compaction, environmental and any other appropriate tests to determine the condition of the Property, the suitability for its intended use, whether the Property is in compliance with all applicable federal, state, or local laws, rules, ordinances, regulations, and codes, and any other matters which Purchaser desires to inspect ("Inspections").

- (a) Seller shall provide Purchaser with reasonable access to the Property, upon reasonable advance written notice from Purchaser, to perform such due diligence

inspections by Purchaser, and its respective agents. The Seller shall have the right to have its representative present at the Property during any Inspections. In no event shall Purchaser's agents make any intrusive physical testing of the Property without the prior written consent of Seller which consent shall not be unreasonably withheld. Purchaser shall promptly restore the Property to the condition existing prior to the Inspections and repair any damage to the Property resulting from any of the Inspections conducted by or on behalf of Purchaser.

(b) If during the Inspection Period, the results of the due diligence inspections reveal conditions of the Property that are unacceptable to Purchaser or that render the Property unfit for Purchaser's intended use, in its reasonable discretion, then Purchaser may terminate this Agreement. To effectuate a termination of this Agreement pursuant to this Section, the Purchaser shall provide the Seller written notice of said termination on or before the expiration of the Inspection Period of any such unacceptable matter or condition, together with a copy of any applicable report or survey describing such matter. Upon the termination of this Agreement under this Section, the Earnest Money shall be returned to Purchaser.

(c) Upon request from Purchaser, Seller shall provide Purchaser with copies of all tests, surveys, reports, or other documents ("Reports") concerning the Property in Seller's possession. Upon request from Seller, Purchaser shall provide Seller with copies of all Reports related to the Inspections.

3.4 PURCHASER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER, INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS AFFORDED PURCHASER THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATIONS, EXAMINATIONS AND INSPECTIONS OF THE PROPERTY AND THAT PURCHASER WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF PURCHASER'S OWN REVIEW AND INSPECTION OF THE PROPERTY. BY EXECUTING THIS AGREEMENT, PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH PURCHASER.

CONDITIONS TO CLOSING

4.1 Conditions. The obligations of the parties to close the transaction contemplated by this Agreement are subject to the following conditions:

(a) The representations and warranties of the parties contained in Section 5 of this Agreement shall be true on the date of Closing as though those representations and warranties were made on that date.

(b) Neither Purchaser nor Seller shall have breached any affirmative covenant contained in this Agreement to be performed by them on or before to the date of Closing.

(c) Purchaser shall have approved all of the matters set forth in Section 3 in respect to which Purchaser has, under provisions of this Agreement, a right of inspection and/or approval; or, in the event Purchaser has delivered written objections to Seller in respect to any of those matters, Seller has elected to and has remedied Purchaser's objections prior to Closing in the manner and within the time period provided in this Agreement or if Seller has not remedied Purchaser's objections prior to Closing, then Purchaser has waived said objections.

(d) Seller shall have timely delivered to Purchaser in satisfactory form the documents and all other items referred to in Section 6 below.

(e) The Title Company shall at Closing have delivered or irrevocably committed itself in writing to deliver the Title Policy.

(f) The Purchaser shall have delivered the Purchase Price to the Title Company for distribution to Seller, unless otherwise provided herein.

(g) The Preconditions to Closing set forth in Section 1.2 have been satisfied.

(h) Purchaser shall have executed and delivered such documents and agreements as may be necessary or required in the reasonable opinion of Seller's counsel.

REPRESENTATIONS, WARRANTIES, INDEMNITY

5.1 Seller's Representations. Seller makes the following representations to Purchaser as of the date of this Agreement and the date of the Closing:

(a) Seller is an Ohio municipality organized under the laws of the State of Ohio and its Charter, and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Seller has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, contemplated against or concerning the Property.

(d) Seller's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Seller or the Property may be bound.

5.2 Purchaser's Representations. Purchaser makes the following representations to Seller as of the date of this Agreement and the date of the Closing:

(a) Purchaser is non-profit corporation incorporated in the state of Ohio, and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Purchaser has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Purchaser's knowledge, contemplated against or concerning the Purchaser which would have a material and adverse impact upon Purchaser's ability to enter into and perform this Agreement.

(d) Purchaser's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Purchaser may be bound.

5.3 Purchaser's Indemnity. Purchaser (and its respective successors and assigns) shall indemnify, defend and hold Seller, and their respective directors, officers, agents, and employees (collectively the "Indemnified Parties" and, individually, an "Indemnified Party") harmless from and against any and all claims, demands, causes of action, administrative proceedings (formal and informal), losses, damages, expenses (including, without limitation, sums paid in settlement and reasonable fees for attorneys, consultants, experts and accountants), injuries, judgments, liabilities, penalties, fines or claims of any other kind, foreseen or unforeseen, which may be imposed upon, incurred by or asserted against the Indemnified Parties and brought with respect to the environmental condition of the Property or the existence of release of any hazardous Substances in violation of any Environmental Laws to the extent the foregoing was directly or indirectly caused by, arose or resulted from or was connected with: (1) any act or omission of Purchaser or any Purchaser representative(s); (2) Purchaser's leasing,

subleasing, licensing, operation, management, maintenance, possession, use and occupancy of the Property at any time; or (3) the conduct of Purchaser's business at any time. Purchaser's obligation under this Section does not extend to the environmental condition of the Property or the existence or release of any Hazardous Substances in violation of any Environmental laws that are pre-existing conditions, except to the extent a pre-existing condition is exacerbated by Purchaser or any one or more of Purchaser's representatives. "Environmental Laws" means any and all current and future federal, state, local, municipal or other applicable constitutions, laws, ordinances, principles of common law, regulations, statutes or treaties designed to regulate, minimize, prevent, punish or remedy the consequences of actions that damage or threaten the environment or public health and safety, including without limitation, all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, RCRA, CERCLA, the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), Chapters 3704, 3734 and 6111 of the Ohio Revised Code and the rules and regulations promulgated or adopted under any of the foregoing statutes. "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*), as enacted and from time to time amended, RCRA, the Toxic Substance Control Act (15 U.S.C. §§ 2601, *et seq.*), as enacted and from time to time amended, or any other applicable Environmental Laws and in the regulations adopted pursuant thereto now or in the future.

In case any action or proceeding is brought against the Indemnified Party in respect of which payment or reimbursement may be sought hereunder, the Indemnified Party seeking payment or reimbursement promptly shall give written notice of that action or proceeding to the Purchaser, and the Purchaser upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure to give that notice shall not relieve the Purchaser from any of its obligations under this section except to the extent that such failure prejudices the defense of the action or proceeding by the Seller or otherwise results in an increase in the amount to be indemnified. At its own expense, an Indemnified Party may employ separate counsel and participate in the defense.

5.4 Survival. Each of the covenants, warranties, representations and agreements contained in this Agreement shall be made as of the date hereof and shall be deemed renewed on

the Closing Date and shall survive the Closing Date, the payment of the Purchase Price and the filing of the Deed for record and shall not be merged therein.

CLOSING AND TRANSFER OF TITLE

6.1 Closing. Unless extended by written agreement of the parties, the closing (“Closing”) for the delivery of Seller’s deed, payment of the Purchase Price, plus or minus Closing adjustments, and delivery of the other instruments provided for in this Agreement, shall occur within thirty (30) days after the expiration of the Inspection Period and satisfaction of all of the Preconditions to Closing set forth in Section 1.2, provided that all other Conditions to Closing under Section 4 have been satisfied. The Title Company shall serve as escrow agent for the Closing of the transaction.

6.2 Seller’s Documents; Other Deliveries. At Closing, Seller shall execute and/or deliver to the Title Company the following:

- (a) A limited warranty deed to the Property;
- (b) The Development Agreement, if not previously executed; and
- (c) Such other documents or instruments as may be reasonably requested by Purchaser, required by other provisions of this Agreement or reasonably necessary to effectuate the Closing. All of the documents and instruments to be delivered by Seller shall be in the form and substance reasonably satisfactory to counsel for Purchaser.

6.3 Purchaser’s Documents; Other Deliveries. At Closing, Purchaser shall execute and/or deliver to the Title Company the following:

- (a) The Purchase Price, less the Earnest Money and the credit provided for under Section 2.1(c);
- (b) The Development Agreement, if not previously executed;
- (b) The Parking Easement; and
- (c) Such other documents or instruments as may be reasonably requested by Seller, required by other provisions of this Agreement or reasonably necessary to effectuate Closing. All of the documents and instruments to be delivered by Purchaser shall be in form and substance reasonably satisfactory to counsel for Seller.

POSSESSION

7.1 Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

PRORATIONS AND EXPENSES

8.1 Real Estate Taxes and Assessments. Real property taxes, general and special assessments, and assessments for sewer, water, and other utilities, shall be prorated between the Seller and Purchaser as of the date of Closing, using the rate and valuation shown on the most recent tax information available.

8.2 Closing Costs. Purchaser shall pay all costs related to the Closing of this transaction, including but not limited to, the following costs and expenses: (a) costs and fees for the Title Commitment and the Title Policy; (b) the real property transfer taxes and conveyance fees for the Property, if any; (c) all recording fees for the deeds; (d) all of the escrow fee; (e) the costs and fees for the Inspections; and (f) all of its own legal fees; and (g) any other costs necessary to effectuate this Agreement. Seller shall be responsible for the payment of its own legal fees.

At Closing, the parties shall execute and deliver to each other an agreed-upon closing statement which reflects the allocation of costs, adjustments due to credits or prorations, and disbursement of the Purchase Price, all as set forth more fully in this Agreement.

8.3 Utility Expenses. Purchaser shall be responsible for making all arrangements to obtain utility services, if any.

NOTICES

9.1 All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered immediately upon hand delivery or three business days after being deposited in the United States mail sent certified with return receipt requested, postage prepaid, addressed to the parties at their respective addresses set forth below, or by email immediately upon delivery, or as they may otherwise specify by written notice delivered in accordance with this Section:

Purchaser: National Church Residences
2245 N. Bank Dr.
Columbus, Ohio 43220
Attn: _____

Seller: City of Cleveland Heights, Ohio
40 Severance Circle

Cleveland Heights, Ohio 44118
Attn: Law Director

With a copy to: Roetzel & Andress
222 South Main Street
Akron, Ohio 44308
Attn: Jason Dodson, Esq.

MISCELLANEOUS

10.1 Entire Agreement. This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, oral agreements, written agreements, promises, conditions, representations or terms of any kind. There are no conditions or inducements relied upon by either party prior to the execution of this Agreement. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

10.2 Successor and Assigns; Assignment. This Agreement shall be binding and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto, provided however that, neither party may assign its rights hereunder without the prior written consent of the other which consent shall not be unreasonably withheld.

10.3 Counterparts. This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

10.4 Governing Law. This Agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Ohio. Venue for any action or proceeding shall be in court of competent jurisdiction in Cuyahoga County, Ohio.

10.5 Waiver. The waiver of or failure to enforce any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision hereof.

10.6 Modifications. No change or addition to this Agreement or any part hereof shall be valid unless in writing and signed by each of the parties.

10.7 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

10.8 Time; Calculation of Time Periods. Time is of the essence in the performance of this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Akron, Ohio time.

[Remainder of Page Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties below have executed this Agreement effective as of the date hereinabove.

SELLER:

CITY OF CLEVELAND HEIGHTS, OHIO

Kahlil Seren, Mayor

Date: _____

PURCHASER:

NATIONAL CHURCH RESIDENCES

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and correctness:

William R. Hanna, Law Director

EXHIBIT A

Legal Description for Property

EXHIBIT B

Depiction of Development

MEMORANDUM

To: City Council
From: Assistant Director of Economic Development Brian Anderson
Date: February 3, 2025
Subject: Sale of City Property to Support Senior Affordable Housing Project

Overview and Background

The City was approached by National Church Residences (NCR) regarding the development of a senior affordable housing project on Lancashire Road, near the Coventry Village Commercial District. The project is centered on the vacant Unitarian Church property at 2728 Lancashire Road, but would also incorporate City surface Parking Lots #4 and #30. The proposed project would consist of approximately 71 one-bedroom units with rent levels set between 30% and 80% of area median income (AMI).

NCR is a non-profit, senior housing developer based out of Columbus, with properties throughout the country. In order to facilitate their application for Low Income Housing Tax Credits (LIHTCs) in late February, they need to be able to demonstrate site control, necessitating the approval of a Purchase Agreement for the City-owned parking lots. See attached site plan and map.

Given that City parking lots are being considered part of the project, staff has prepared an analysis of their current use, availability of parking nearby, and recommendations on how to mitigate any parking loss. See attached parking analysis memorandum, chart, and map.

Purchase Agreement Terms

The City and developer have agreed in principle to the following Purchase Agreement terms:

- Sale price of \$500,000 due at closing (transfer of City property);
- \$306,000 held in escrow until public parking improvements are completed by NCR;
- Upon completion of public parking improvements, escrowed funds would be released back to NCR.

In addition to the terms outlined above, the following are contingencies to closing:

- The award of LIHTCs to NCR for the project;
- Negotiation, approval, and execution of a Development Agreement;
- Easement or approval of a lot resubdivision back to the City for of the portion of Lot #4 or #30 that would remain public/permit parking;

-
- Approval from necessary boards and commissions;
 - Following the award of LIHTCs and prior to the submission of plans to board and commission approvals, NCR/the City shall conduct at least one (1) community engagement meeting. Council will be directly invited to this meeting, in addition to it being advertised in the City's communications.

Conclusion

The City Administration and Staff is supportive of this project and sale of the City-owned parking lots. It would allow for a significant new housing investment in the City that also addresses a specific community need for senior affordable housing. It is consistent with the goals that supported the sale of City-owned property to support the development of Nobility Court, an affordable housing project on Noble Road. In addition, the sale price for Lot #4 and Lot #30 is significantly higher than the property sold for the Nobility Court project (\$500,000 for approximately one acre versus \$216,000 for approximately two acres). After accounting for the amounts in escrow for public parking improvements, the per acre price of the land for this project is nearly twice that at Nobility Court. Finally, the conversion of surface parking into housing that serves the community is consistent with the City's sustainability and resiliency goals.

Draft Site Plan



Based on expressed interest in a development that could include City Lots 4 and 30, staff has reviewed the parking capacity of the surrounding district to absorb the development of these lots. The proposed development is a senior affordable housing apartment building with 71 units.

Combined, Lots 4 and 30 have a total of 101 spaces with 73 parking permits currently issued. This is a decrease of 10 spaces from when a previous analysis was done for a proposed townhome project that did not move forward in 2021. As was the case in 2021, **staff analysis of parking within a quarter mile radius of Lots 4 and 30 has identified more than sufficient capacity to allow for development.** This plan identifies a minimum of 159 spaces to accommodate the current permit parkers in Lots 4 and 30. This is an increase of seven spaces from the 2021 analysis to accommodate 10 fewer permit holders and represents a more than 2:1 ratio of available parking spaces to current Lot 4 and 30 permits. See attached chart and map for additional information and details. Normal City permit would apply.

I. New Angled-In Parking on Lancashire:

- As part of the development, up to **28 new spaces** would be created on Lancashire by the developer through the construction of new angled-in parking;
- These spots would be designated for permit parking only overnight (opening these spaces to public parking during the day may be considered as well);

II. Retained City Parking in Lot 30:

- Approximately **20 spaces** would be constructed which would be available/designated as City/public parking.
- Similar to the angled-in parking, these spots would be designated for permit parking only overnight (with public parking during the day considered as well).

III. Lot 20:

- Lot 20 (the Coventry Deck and adjacent surface lot adjacent to/behind Marc's) is currently underutilized.
- This plan calls for up to an additional **60 permits** to be issued in Lot 20 (40 in the parking deck, 20 in the surface lot);
- There is significant capacity to issue additional permits if necessary.

IV. Additional Capacity in Other City Lots:

- Lots 3, 10, 13, 14, 24, and 31 all have the ability to accommodate additional permit parking;
- This would be accomplished by changing currently meter only parking spaces in those lots to dual-use (meter and permit parking) with permit parking only overnight from 7pm-7am;
- This more efficient use of these lots creates capacity for up to **an additional 51 permits.**

	<u>#Permits</u>
Lot #4	52
Lot #30	21
Totals:	<u>73</u>

	Permit Capacity	<u>Notes</u>
<u>New Angled-In Lancashire Parking</u>	28	(1)
<u>City-Retained Parking On-Site</u>	20	
<u>Lot 20 (deck and surface lot)</u>	60	(2)
<u>Lot 3</u>	30	(3)
<u>Lot 10</u>	4	(3)
<u>Lot 13</u>	5	
<u>Lot 14</u>	2	(3)
<u>Lot 24</u>	7	(3)
<u>Lot 31</u>	3	(3)
 TOTAL NEW PERMIT SPACES IDENTIFIED	 159	

Plan achieves two to one replacement of current Lot 4 and 30 permit spaces
Please refer to attached Coventry/Lancashire Parking Plan Map

(1) Recommended 7pm-7am permit parking only with public parking other times.

(2) Lot 20 (deck and surface lot) has additional capacity if needed;

(3) New permit capacity achieved through changing metered spaces to dual use spaces;

Additional Notes:

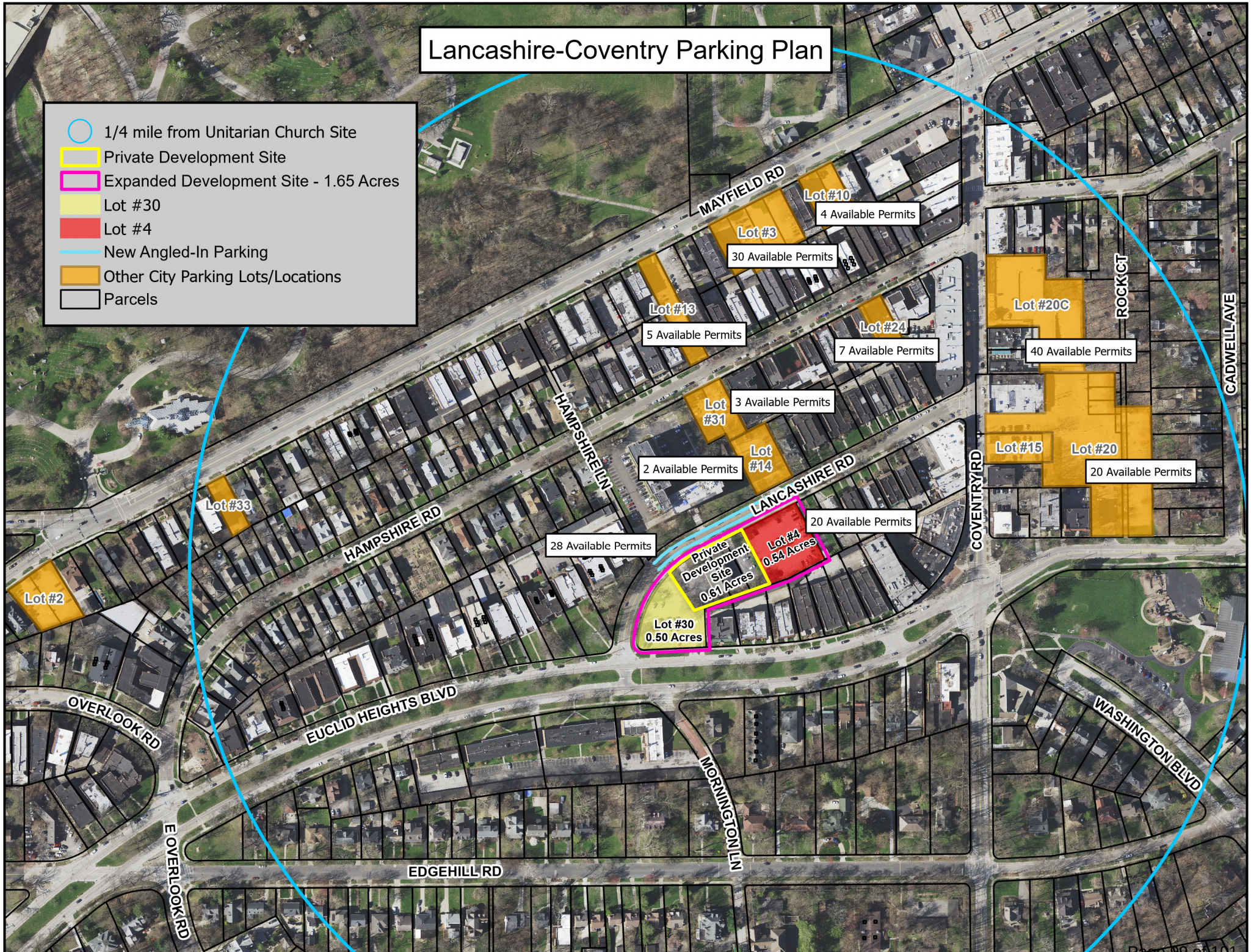
The district has additional capacity for both visitors to The district and future demand for parking permits;

Additional capacity includes:

- Additional issuing of permits in Lot 20 (deck and surface lot)
- Dual-use spaces in Lot 15 to accommodate permit parking

Lancashire-Coventry Parking Plan

- 1/4 mile from Unitarian Church Site
- Private Development Site
- Expanded Development Site - 1.65 Acres
- Lot #30
- Lot #4
- New Angled-In Parking
- Other City Parking Lots/Locations
- Parcels



Proposed: 02/03/2025

ORDINANCE NO. 022-2025(MSES), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to take all actions necessary to apply for and accept one or more Northeast Ohio Public Energy Council 2025 Energized Community Grants; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "City") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2025 ("NEC Grant(s)") as provided for in the NEC Grant Program Guidelines; and

WHEREAS, it would be in the best interest of the City and its residents to enter into an agreement with NOPEC upon terms substantially similar to those contained in the draft agreement on file with the Clerk of Council to receive one or more NEC Grant(s).

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

SECTION 1. This Council finds and determines that it is in the best interest of the City to enter into a Grant Agreement with NOPEC to accept any available NEC Grant funds for 2025, and authorizes the Mayor to apply for and execute a Grant Agreement upon terms substantially similar to those contained in the draft agreement attached hereto as **Exhibit "A"** to accept all NEC Grant funds awarded.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 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 Resolution to 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 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

ORDINANCE NO. 022-2025(MSES)

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