



May 5, 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)**
- 6) **Communications from the Mayor**
- 7) **City Administrator's Report**
- 8) **Departmental Report(s)**
- 9) **Report of the Clerk of Council**
 - a. CMC Designation: Certificate and Pinning
- 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. 071-2025(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with The McLean Company for the acquisition of a Falcon 6-ton Recycler diesel dump trailer hot box and accessories for the Streets 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
Move for Adoption

RESOLUTION NO. 072-2025(AS): First Reading. A Resolution appointing Jennifer Bartlett as a member of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH to fill the vacancy for the remainder of the unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 073-2025(AS): First Reading. A Resolution appointing Patrick Crago as a member of the Transportation and Mobility Committee of the City of Cleveland Heights, OH to fill the vacancy for the remainder of the unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 074-2025(AS): First Reading. A Resolution appointing Susan Kenney as a member of the Commission on Aging of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

RESOLUTION NO. 075-2025(AS): First Reading. A Resolution appointing Eric Silverman and Wes Schaub as members of the Citizens Advisory Commission of the City of Cleveland Heights, OH to fill the vacancies for the remainder of the unexpired term; and declaring the necessity that this

legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

ORDINANCE NO. 076-2025(F): First Reading. An Ordinance amending Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Larson
Move for Adoption

RESOLUTION NO. 077-2025(PD): First Reading. A Resolution authorizing the Mayor to submit an application to the Northeast Ohio Area Wide Coordinating Agency (“NOACA”) for a grant under the Congestion Mitigation and Air Quality (“CMAQ”) program to fund a multiple-use trail along Washington Boulevard and to accept and enter into any agreements related to the Grant Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 078-2025(PD): First Reading. A Resolution authorizing the Mayor to execute an agreement with UBIZ Venture Capital for the purpose of conducting a Small Business Support Program; repealing Resolution No. 207-2024 in its entirety; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 079-2025(MSES): First Reading. A Resolution authorizing the Mayor to execute an agreement with Yagour Group, LLC d/b/a Perfection Landscapes to furnish the labor, materials, equipment, and associated landscaping services necessary for the 2025 Facilities Landscape Installation & Maintenance Project; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 080-2025(COTW): First Reading. A Resolution providing for a contribution of Two Thousand Five Hundred Dollars (\$2,500.00) in support of the 2025 Heights Tiger 5k and Fun Run; and declaring the necessity that this legislation become immediately effective as

an emergency measure.

Introduced by Councilmember Cobb
Move for Adoption

b. First Readings Only

RESOLUTION NO. 081-2025(MSES): First Reading. A Resolution adopting the City of Cleveland Heights' Climate Forward: An Action and Resilience Plan.

Introduced by Mayor Seren

ORDINANCE NO. 082-2025(AS): First Reading. An Ordinance amending Section 143.04, "Compensation of Members," of Chapter 143, "Landmark Commission," of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 083-2025(PSH): First Reading. A Resolution authorizing the Mayor to execute an agreement with Lexipol, LLC for annual subscription services used to provide the Police Department with comprehensive departmental policy management solutions; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 084-2025(COTW): First Reading. An Ordinance enacting a new Section 171.16, *City Contract Publication Requirement*, requiring transparency and accountability for contracts.

Introduced by Vice President Russell

RESOLUTION NO. 087-2025(PD): First Reading. A Resolution authorizing the Mayor to enter into an agreement with 3 D Moore Enterprises LLC for a loan under the City's Storefront Loan Fund Program to help renovate the storefronts at 3936-3946 Mayfield Road; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren

c. Second Readings

RESOLUTION NO. 054-2025(COTW): Second Reading. An Ordinance amending Section 121.01, "Powers and Duties," of Chapter 121, *Mayor*, of the Codified Ordinances of the City of Cleveland Heights, Ohio.

Introduced by President Cuda
Move for Adoption

ORDINANCE NO. 063-2025(PD): Second Reading. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of certain vacant real property located on South Overlook Road and Cedar Road, consisting of approximately 0.54 acres and identified as permanent parcel numbers 685-24-001 and 685-24-033 in the Cuyahoga County records; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

d. Third Readings

ORDINANCE NO. 023-2025(AS): Third Reading (Amended 04.21.2025). 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
Move for Adoption

e. Consent Agenda

RESOLUTION NO. 085-2025(CRR): First Reading. A Resolution recognizing May 18-24, 2025 as *National Public Works Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 086-2025(COTW): First Reading. A Resolution to save neighborhood Social Security Offices, Medicare and Medicaid; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Vice President Russell

Move to suspend rules
Move for Adoption

- 13) **Committee Reports**
- 14) **Old Business**
- 15) **New Business**

16) Council Member Comments

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

17) Council President's Report

18) Adjournment

NEXT MEETING OF COUNCIL: MAY 19, 2025



Date: April 16, 2025

To: Addie Balester, Clerk of Council
Chris Heltzel, Assistant Law Director

Cc: Kahlil Seren, Mayor; William Hanna, Director of Law

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Purchase of Falcon 6 Ton Hot Box

Purpose Statement: To authorize the Mayor to purchase of a Falcon 6 ton recycler diesel dump trailer hot box to use by the Streets Division to apply hot asphalt for the Public Works Department in the amount \$79,532.00. ODOT contract no. 153-25.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? The equipment will help us to address pot holes as well as installation of the asphalt cap on street openings. The Streets Division's hot box is 20 years old.

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

If yes, why? So that the equipment is ordered asap.

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

Funding was approved in the 2025 Capital budget.

Proposed: 05/05/2025

RESOLUTION NO. 071-2025(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with The McLean Company for the acquisition of a Falcon 6-ton Recycler diesel dump trailer hot box and accessories for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in order to meet operational needs, it is necessary to purchase a 6-ton Hot Box for the Streets Division of the Department of Public Works; and

WHEREAS, Section 171.10 of the Cleveland Heights Codified Ordinances authorizes the purchase of machinery, materials, supplies, and other articles through the cooperative purchasing program of the Ohio Department of Transportation (ODOT), without obtaining competitive bids; and

WHEREAS, the Mayor has determined that the selected equipment may be purchased from the McLean Company of Hudson, OH through this Cooperative Purchasing Program at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of a Falcon 6-ton Hot Box from the McLean Company of Hudson, OH through the Ohio Department of Transportation Cooperative Purchasing Program, pursuant to Section 171.10 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment and accessories shall not exceed the sum of Seventy-Nine Thousand Five Hundred and Thirty-two dollars (\$79,532.00). All contracts hereunder shall be approved as to form by the Director of Law.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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

RESOLUTION NO. 071-2025(MSES)

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 acquire the equipment and enhance the City's ability to fill potholes and perform other asphalt paving work at the earliest possible time. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



The McLean Company

6681 Chittenden Road
Hudson, Ohio 44236
(330) 656-1100
FAX (330) 655-5969

3155 East 17th Avenue
Columbus, Ohio 43219
(614) 475-2880
FAX (614) 475-0069

8131 Regal Lane
Cincinnati, Ohio 45069
(513) 777-5556
FAX (513) 777-4494

SALES PROPOSAL

www.themcleancompany.com

Name City of Cleveland Hts

Date 04/02/2025

Address 40 Severance Cir

City Cleveland Heights

County Cuyahoga

State Oh

Zip 44118

Phone: _____

Fax: _____

We propose to sell and deliver to you, upon the within terms and conditions, including those set forth on the reverse hereof, _____ equipment and material described as follows:

One new Falcon 6Ton Recycler Diesel dump trailer hot box complete with all standard options including the following:

Dual Diesel burners; Dump Box; Standard Frame 19'; Falcon Smart Control Package includes 7 day timer, fuel level gauge, hour meter, voltmeter, temperature gauge; LED lighting package; Night work lights; Release agent basket, three position tool holder, hopper access step, and burner enclosure; 30 gallon heated insulated tack tank; Compaction package to include 24x24 compactor basket with 12V hoist with winch; LED arrow stick; Rotating Beacon

ODOT Contract Pricing

ODOT contract number 153-25

Price F.O.B. Hudson Oh 79,532.00
Sale tax Exempt + \$ _____
Trade-In _____ - \$ _____
Total Due Net _____ Days _____ \$ 79,532.00
Warranty 2 year parts and Labor and lifetime on frame

Purchase price to be the price in effect at date of shipment, plus any tax impost, excise, duty or penalty which seller is required by law to pay or collect.

Delivery: Shipment of equipment to be made approximately _____ days from receipt of your approval of the proposal. This proposal is expressly limited to the terms and provisions expressed herein and is not subject to change or alteration by the Purchaser without express written consent of the McLean Company.

Submitted in the name of the McLean Company this _____ day of _____

By Greg Zink

Title Sales Representative

PURCHASER'S APPROVAL

IMPORTANT: THIS PROPOSAL AND APPROVAL ARE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE AND ON THE REVERSE SIDE HEREOF, AND BY APPROVING THIS APPROVAL THE PURCHASER EXPRESSLY AGREES TO BE BOUND BY THE SAID TERMS AND CONDITIONS.

Purchaser hereby approves the foregoing Proposal and agrees to purchase the equipment and/or material according to the Terms and conditions set forth herein.

DATED _____ PURCHASER'S NAME _____

By _____ Title _____

SELLER'S APPROVAL

Seller hereby approves the foregoing Proposal and/or material according to the terms and conditions set forth herein.

The McLean Company

By _____

Proposed: 05/05/2025

RESOLUTON 072-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Jennifer Bartlett as a member of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH to fill the vacancy for the remainder of the unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Chapter 141 of the Ordinances of the City of Cleveland Heights provides for the establishment of the Parks and Recreation Advisory Board, consisting of twelve (12) members all of whom shall be residents of the City. Permanent members of such board shall be the Chairman of the Council Committee having jurisdiction of the subject matter thereof or a member of that Committee, a member of the Board of Education of the Cleveland Heights-University Heights School District or its designee, and a member of the Cleveland Heights-University Heights Library Board or its designee. The remaining citizen members shall be appointed by Council for four (4) year terms, expiring the last day of December. Citizen members shall serve no more than two (2) consecutive four (4) year terms or a total of eight (8) consecutive years.

WHEREAS, there is currently a vacancy on the board.

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

SECTION 1. This Council hereby appoints Jennifer Bartlett as a member of the Parks and Recreation Advisory Board to fill the vacancy for the remainder of the unexpired term ending December 31, 2028.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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 fully constitute the Parks and Recreation Advisory Board and continue the efficient

RESOLUTON 072-2025(AS)

operations of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/05/2025

RESOLUTION NO. 073-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Patrick Crago as a member of the Transportation and Mobility Committee of the City of Cleveland Heights, OH to fill the vacancy for the remainder of the unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

WHEREAS, there is currently a vacancy on the board.

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

SECTION 1. This Council hereby appoints Patrick Crago as a member of the Transportation and Mobility Committee to fill the vacancy for the remainder of the unexpired term ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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 fully constitute the Transportation and Mobility Committee and continue the efficient operations of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 073-2025(AS)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/05/2025

RESOLUTION NO. 074-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Susan Kenney as a member of the Commission on Aging of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Chapter 145 of the Ordinances of the City of Cleveland Heights provides for the establishment of the Commission on Aging, consisting of thirteen (13) members, of which ten (10) shall be voting members appointed by Council.

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

SECTION 1. This Council hereby appoints Susan Kenney as a member of the Commission on Aging for a term ending December 31, 2026.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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 fully constitute the Commission on Aging and continue the efficient operations of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. 074-2025(AS)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/05/2025

RESOLUTION NO. 075-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Eric Silverman and Wes Schaub as members of the Citizens Advisory Commission of the City of Cleveland Heights, OH to fill the vacancies for the remainder of the unexpired term; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Citizens Advisory Committee is made up of 22 members with a Chair, Vice Chair, and Secretary; ten (10) seats are reserved for representatives of the City's 10 historic elementary school boundaries; an additional twelve (12) seats are open to residents from all parts of the community. Members are appointed annually by Cleveland Heights City Council.

WHEREAS, there are currently vacancies on the Commission.

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

SECTION 1. This Council hereby appoints Eric Silverman and Wes Schaub as members of the Citizens Advisory Committee to fill the vacancies for the remainder of the unexpired terms ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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 fully constitute the Citizens Advisory Committee and continue the efficient operations of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 075-2025(AS)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/05/2025

ORDINANCE NO. 076-2025(F), *First Reading*

By Councilmember Larson

An Ordinance amending Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to make supplemental appropriations by replacing Exhibit 1 to Ordinance No. 011-2025, passed March 17, 2025, with a new Exhibit A, in the manner more fully described herein,

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

SECTION 1. Appropriations itemized within Exhibit 1 to Ordinance No. 011-2025 for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025, are hereby increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto.

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

SECTION 3. The Clerk of Council is hereby directed to certify and deliver a copy of this Ordinance to the Director of Finance.

SECTION 4. The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the county auditor in accordance with Ohio Revised Code Section 5705.39 and take any other appropriate additional steps necessary for the county auditor to certify that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed those established by the City's Amended Official Certificate of Estimated Resources.

SECTION 5. It is found and determined that all formal actions of the Council 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 of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 6. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one paper of

ORDINANCE NO.076-2025(F)

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

SECTION 7. The prior version of Ordinance No. 011-2025, passed March 17, 2025, is hereby repealed and replaced in its entirety.

SECTION 8. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

ORDINANCE NO. 076-2025 EXHIBIT 1

AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

<u>Department</u>	<u>Object</u>	<u>Year 2025 Adjustment ORD. 076-2025</u>
That there be appropriated from the <u>GENERAL FUND, FUND NO. 101</u>		
1101- City Council		
	Personal Services	\$ 261,082.00
	O.T.P.S	\$ 110,650.00
	Total - 1101 City Council	\$ 371,732.00
2101 - Mayor's Office		
	Personal Services	\$ 977,557.00
	O.T.P.S	\$ 120,450.00
	Total - 2101 Mayor's Office	\$ 098,007.00
2106- Civil Service		
	Personal Services	\$ 3,507.00
	O.T.P.S	\$ 35,000.00
	Total - 2106 Civil Service	\$ 38,507.00
2107 - Landmark Commission		
	O.T.P.S	\$ 29,215.00
	Total - 2107 Landmark Commission	\$ 29,215.00
2108- General Operations		
	Personal Services	\$ 714,528.00
	O.T.P.S	\$ 1,806,800.00
	Total - 2108 General Operations	\$ 2,521,328.00
2201 - M.I.S.		
	Personal Services	\$ 470,708.00
	O.T.P.S	\$ 420,442.00
	Capital	\$ 124,000.00
	Total - 2201 MIS	\$ 015,150.00
2501- Community Relations		
	Personal Services	\$ 696,713.00
	O.T.P.S	\$ 172,093.00
	Total - 2501 Community Relations	\$ 868,806.00
3101 - Finance		
	Personal Services	\$ 726,844.00
	O.T.P.S	\$ 205,460.00
	Total - 3101 Finance	\$ 932,304.00
3103 - County Auditors Deductions		
	O.T.P.S	\$ 275,000.00
	Total - 3103 County Auditors Deductions	\$ 275,000.00
310Z - Operating Transfers		
	Other Financing Uses	\$ -
	Total - 310Z Operating Transfers	\$ -
3201 - Income Tax		
	O.T.P.S	\$ 1,177,750.00
	Total - 3201 Income Tax	\$ 1,177,750.00
3301 - Human Resources		
	Personal Services	\$ 297,776.00
	O.T.P.S	\$ 172,500.00
	Total - 4101 Human Resources	\$ 470,276.00
4101 - Law		

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025	
	Personal Services	\$	1,050,223.00
	O.T.P.S	\$	485,550.00
	Total - 4101 Law	\$	1,535,773.00
5101 - Planning			
	Personal Services	\$	2,566,919.00
	O.T.P.S	\$	309,885.00
	Total - 5101 Planning	\$	2,876,804.00
5102- Planning Commission			
	Personal Services	\$	8,226.00
	Capital	\$	5,450.00
	Total - 5102 Planning Commission	\$	13,676.00
5103 - Board of Zoning Appeals			
	Personal Services	\$	5,884.00
	O.T.P.S	\$	5,600.00
	Capital	\$	-
	Total - 5103 Bd. Of Zoning Appeals	\$	11,484.00
5104 - Special Improvement District			
	O.T.P.S	\$	458,998.00
	Total - 5104 SID	\$	458,998.00
5106 - Architect Bd of Review			
	Personal Services	\$	5,985.00
	O.T.P.S	\$	5,850.00
	Capital	\$	-
	Total - 5106 Arch Bd. Of Review	\$	11,835.00
5602 - SBA Grants			
	O.T.P.S	\$	150,000.00
	Total - 5602 SBA Grants	\$	150,000.00
6201 - Service Administration			
	Personal Services	\$	526,632.00
	O.T.P.S	\$	11,535.00
	Capital	\$	1,100.00
	Total - 6201 Service Admin	\$	539,267.00
6202 Capital Projects Admin			
	O.T.P.S	\$	25,000.00
	Total - 6202 Cap Proj Admin	\$	25,000.00
6207 - Vehicle Maintenance			
	Personal Services	\$	1,322,745.00
	O.T.P.S	\$	1,432,605.00
	Capital	\$	35,000.00
	Total - 6207 Vehicle Maintenance	\$	2,790,350.00
6208 - Street Maintenance			
	Personal Services	\$	1,941,542.00
	O.T.P.S	\$	356,730.00
	Capital	\$	-
	Total - 6208 Street Maintenance	\$	2,298,272.00
6211 - Traffic Signs & Signals			
	Personal Services	\$	79,305.00
	O.T.P.S	\$	218,055.00
	Total - 6211 Traffic Signs & Signals	\$	297,360.00

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025
7201 - Police Administration		
	Personal Services	\$ 13,530,503.00
	O.T.P.S	\$ 739,540.00
	Total - 7201 Police Admin	\$ 14,270,043.00
7202 - Police Academy		
	Personal Services	\$ 73,495.00
	O.T.P.S	\$ 75,000.00
	Total - 7202 Police Academy	\$ 148,495.00
7301 - Fire Administration		
	Personal Services	\$ 11,882,221.00
	O.T.P.S	\$ 394,764.00
	Total - 7301 Fire Admin	\$ 12,276,985.00
7302 - Joint Dispatch		
	O.T.P.S	\$ 1,381,905.00
	Total - 7302 Joint Dispatch	\$ 1,381,905.00
7303 - Fire Prevention		
	Personal Services	\$ 284,254.00
	O.T.P.S	\$ 22,800.00
	Capital	\$ 3,000.00
	Total - 7303 Fire Prevention	\$ 310,054.00
7401 - Building Services		
	Personal Services	\$ 7,568.00
	O.T.P.S	\$ 418,600.00
	Non-Government	\$ 5,000.00
	Total - 7401 Building Services	\$ 431,168.00
7402 - Housing Inspections		
	Personal Services	\$ 3,800.00
	O.T.P.S	\$ 136,500.00
	Capital	\$ 3,000.00
	Non-Governmental	\$ 4,000.00
	Total - 7402 Housing Inspections	\$ 147,300.00
8101 - Community Services Admin		
	O.T.P.S	\$ 7,480.00
	Total - 8101 Comm Serv Admin	\$ 7,480.00
8201 - Public Prop/Park Maint		
	Personal Services	\$ 1,752,427.00
	O.T.P.S	\$ 1,409,545.00
	Total - 8201 Public Prop Maint	\$ 3,161,972.00
8401 - Parks & Rec Admin		
	Personal Services	\$ 1,030,340.00
	O.T.P.S	\$ 36,400.00
	Total - 8401 Parks & Rec Admin	\$ 1,066,740.00
8402 - General Playgrouds		
	O.T.P.S	\$ 20,700.00
	Total - 8402 General Playground	\$ 20,700.00
8403 - Swimming Pools		
	Personal Services	\$ 379,800.00
	O.T.P.S	\$ 193,000.00

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025
	Total - 8403 Swimming Pools	\$ 572,800.00
8405 - Ice Programs		
	Personal Services	\$ 297,134.00
	O.T.P.S	\$ 34,550.00
	Total - 8405 Ice Programs	\$ 331,684.00
8406 - General Recreation Prog		
	Personal Services	\$ 167,544.00
	O.T.P.S	\$ 374,500.00
	Total - 8406 General Rec Prog	\$ 542,044.00
8409 - Sports Programs		
	Personal Services	\$ 144,008.00
	O.T.P.S	\$ 85,250.00
	Total - 8409 Sports Programs	\$ 229,258.00
8411 - Comm Center Admin		
	Personal Services	\$ 683,269.00
	O.T.P.S	\$ 416,500.00
	Other Financing Uses	\$ 1,400.00
	Total - 8411 Comm Center Admin	\$ 1,101,169.00
8501 - Office on Aging Admin		
	Personal Services	\$ 217,465.00
	O.T.P.S	\$ 25,060.00
	Total - 8501 Office on Aging	\$ 242,525.00
8601 - Public Health Admin		
	O.T.P.S	\$ 345,950.00
	Total - 8601 Public Health Admin	\$ 345,950.00
8701 - Animal Protection		
	O.T.P.S	\$ 40,000.00
	Total - 8701 Animal Protection	\$ 40,000.00
9101 - Municipal Court		
	Personal Services	\$ 1,661,123.00
	O.T.P.S	\$ 178,600.001,
	Total - 9101 Municipal Court	\$ 839,723.00
Total Fund 101 - General Fund Budget		\$ 58,274,889.00

That there be appropriated from the SCM&R FUND, FUND NO. 201

6201 - Service Administration		
	Personal Services	\$ 38,558.00
	Total - 6201 Service Admin	\$ 38,558.00
6208 - Sewer Maintenance		
	Personal Services	\$ 109,067.00
	Capital	\$ 40,000.00
	Total - 6208 Sewer Maintenance	\$ 149,067.00
6213 - Monticello Blvd		
	O.T.P.S	\$ 37,802.00
	Total - 6213 Monticello Blvd	\$ 37,802.00
6215 - Road Repaving		

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

<u>Department</u>	<u>Object</u>	<u>Year 2025 Adjustment ORD. 076-2025</u>
	O.T.P.S	\$ 20,480.00
	Total - 6215 Road Repaving	\$ 20,480.00
6220 - Taylor Road		
	O.T.P.S	\$ 63,799.00
	Total - 6220 Taylor Road	\$ 63,799.00
6236 - Annual Street Surface		
	Capital	\$ 2,450,000.00
	Total - 6236 Street Surface	\$ 2,450,000.00
6312 - Meadowbrook Blvd. Rehab		
	O.T.P.S	\$ 118,922.00
	Total - 6312 Meadowbrook Blvd. Rehab	\$ 118,922.00
Total Fund 201 - SCM&R Budget		\$ 2,878,628.00

That there be appropriated from the PUBLIC BLDG. MAINT, FUND NO. 205

8201 - Public Building Maintenance		
	O.T.P.S	\$ 100,000.00
	Total - 7205 Law Enforcement	\$ 100,000.00
Total Fund 205 - Public Bldg. Maintenance		\$ 100,000.00

That there be appropriated from the LAW ENFORCEMENT FUND, FUND NO. 206

7205 - Law Enforcement		
	O.T.P.S	\$ 69,200.00
	Total - 8201 Public Building Maintenance	\$ 69,200.00
Total Fund 206 - Law Enforcement Budget		\$ 69,200.00

That there be appropriated from the DRUG LAW ENFORCEMENT FUND, FUND NO. 207

7206 - Drug Law Enforcement		
	Personal Services	\$ 62,000.00
	O.T.P.S	\$ 132,500.00
	Capital	\$ -
	Total - 7206 Drug Law Enforcement	\$ 194,500.00
Total Fund 207 - Drug Law Enforcement Budget		\$ 194,500.00

That there be appropriated from the C.D.B.G RESOURCES FUND, FUND NO. 208

5201 - CDBG Financial Admin		
	Personal Services	\$ 5,844.00
	Total - 5201 CDBG Financial Admin	\$ 5,844.00
5203 - CDBG Admin Contracts		
	O.T.P.S	\$ 461,005.00
	Capital	\$ 97,000.00
	Total - 5203 CDBG Admin Contracts	\$ 558,005.00
5220 - CDBG Office on Aging		
	Personal Services	\$ 40,531.00
	Total -5220 CDBG Office on Aging	\$ 40,531.00
5222 - Economic Development		

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025
	Personal Services	\$ 133,238.00
	O.T.P.S	\$ 1,354,159.00
	Total - 5222 Economic Development	\$ 1,487,397.00
5224- - CDBG Admin		
	Personal Services	\$ 121,604.00
	O.T.P.S	\$ 86,500.00
	Total - 5224 CDBG Admin	\$ 208,104.00
5228 - CDBG Public Works		
	O.T.P.S	\$ 404,235.00
	Capital	\$ 195,000.00
	Total - 5228 - Public Works	\$ 599,235.00
5301 - CDBG Home Repair Resource		
	O.T.P.S	\$ 355,121.00
	Total - 5301 CDBG Home Repair	\$ 355,121.00
5303 - CDBG Housing Pres Office		
	Personal Services	\$ 292,726.00
	O.T.P.S	\$ 697,500.00
	Total - 5303 CDBG Housing Pres Office	\$ 990,226.00
5304 - CDBG Code Enforce		
	Personal Services	\$ 113,396.00
	O.T.P.S	\$ -
	Total - 5304 CDBG Code Enforce	\$ 113,396.00
5309 - GIS		
	Personal Services	\$ 42,625.00
	Total - 5309 GIS	\$ 42,625.00
8407 - Child Care		
	O.T.P.S	\$ 19,500.00
	Total - 8407 Child Care	\$ 19,500.00
Total Fund 208 - CDBG Budget		\$ 4,419,984.00

That there be appropriated from the HOME PROGRAM FUND, FUND NO. 211

5503 - Home Admin		
	O.T.P.S	\$ 435,500.00
	Total - 5503 Home Admin	\$ 435,500.00
5505 - Home Program Income		
	O.T.P.S	\$ 189,000.00
	Total - 5505 Home Program Income	\$ 189,000.00
Total Fund 211 - Home Program Budget		\$ 624,500.00

That there be appropriated from the POLICE FACILITY IMPR. FUND, FUND NO. 213

7201 - Police Admin		
	O.T.P.S	\$ 10,000.00
	Total - 7201 Police Admin	\$ 10,000.00
Total Fund 213 - Police Facility Budget		\$ 10,000.00

That there be appropriated from the LOCAL PROGRAMMING FUND, FUND NO. 214

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025
2108 - General Operations		
	O.T.P.S	\$ 74,000.00
	Total - 2108 General Operations	\$ 74,000.00
2201 - MIS		
	Capital	\$ 25,000.00
	Total - 2201 MIS	\$ 25,000.00
2502 - Public Relations		
	Personal Services	\$ 15,450.00
	Total - 2502 Public Relations	\$ 15,450.00
2601 - Cable TV Admin		
	Personal Services	\$ -
	O.T.P.S	\$ 217,400.00
	Capital	\$ 80,000.00
	Total - 2601 Cable TV Admin	\$ 297,400.00
Total Fund 214 - Local Programming Budget		\$ 411,850.00
That there be appropriated from the <u>CAIN PARK OPERATING FUND, FUND NO. 215</u>		
8901 - Cain Park Admin		
	Personal Services	\$ 137,244.00
	O.T.P.S	\$ 1,470,325.00
	Total - 8901 Cain Park Admin	\$ 1,607,569.00
8905 - Arts Festival		
	O.T.P.S	\$ 46,700.00
	Total - 8905 Arts Festival	\$ 46,700.00
8906 - Theater		
	O.T.P.S	\$ 164,750.00
	Total - 8906 Theater	\$ 164,750.00
Total Fund 215 - Cain Park Budget		\$ 1,819,019.00
That there be appropriated from the <u>REC FACILITY IMPR. FUND, FUND NO. 216</u>		
8301 - Park Maint. Admin		
	O.T.P.S	\$ 243,000.00
	Capital	\$ 1,035,000.00
	Total - 8301 Park Maint. Admin	\$ 1,278,000.00
Total Fund 216 - Rec Facility Budget		\$ 1,278,000.00
That there be appropriated from the <u>INDIGENT DUI TREATMENT FUND, FUND NO. 221</u>		
9101 - Municipal Court		
	O.T.P.S	\$ 14,000.00
	Total - 9101 - Municipal Court	\$ 14,000.00
Total Fund 221 - Indigent DUI Treatment		\$ 14,000.00
That there be appropriated from the <u>MUNI COURT - COMPUTERIZATION FUND, FUND NO. 222</u>		
9101 - Municipal Court		
	Personal Services	\$ 9,816.00
	O.T.P.S	\$ 25,000.00
	Capital	\$ 15,000.00
	Total - 9101 - Municipal Court	\$ 49,816.00

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025
Total Fund 222 - Muni Ct - Computerization		\$ 49,816.00

That there be appropriated from the MUNI COURT SPECIAL PROJECTS FUND, FUND NO. 225

9101 - Municipal Court		
Personal Services	\$	24,879.00
O.T.P.S	\$	23,500.00
Capital	\$	34,000.00
Total - 9101 - Municipal Court	\$	82,379.00
Total Fund 225 - Muni Ct Special Projects	\$	82,379.00

That there be appropriated from the LEAD SAFE CUYAHOGA FUND, FUND NO. 226

5303 - CDBG Pres Office		
O.T.P.S	\$	365,000.00
Total - 5303 CDBG Housing Pres Office	\$	365,000.00
5701 - Housing Program Grants		
Personal Services	\$	32,285.00
O.T.P.S	\$	445,300.00
Capital	\$	8,100.00
Total - 5701 Housing Program Grants	\$	485,685.00
Total Fund 226 - Lead Safe Cuyahoga Budget	\$	850,685.00

That there be appropriated from the C.D.B.G. - COVID FUND, FUND NO. 228

5220 - CDBG Office on Aging		
O.T.P.S.	\$	1,752.00
Total - 5220 CDBG Office on Aging	\$	1,752.00
5224 - CDBG Admin		
O.T.P.S	\$	12,460.00
Total - 5224 CDBG Admin	\$	12,460.00
5228 - CDBG Public Works		
Capital	\$	93,038.00
Total - 5228 CDBG Public Works	\$	93,038.00
Total Fund 228 - CDBG Covid Budget	\$	107,250.00

That there be appropriated from the STREET LIGHTING FUND, FUND NO. 230

3101 - Finance		
O.T.P.S	\$	11,000.00
Total - 3101 Finance	\$	11,000.00
6211 - Traffic Signals & Lights		
O.T.P.S	\$	1,050,000.00
Total - 6211 Traffic Signals & Lights	\$	1,050,000.00
Total Fund 230 - Street Lighting Budget	\$	1,061,000.00

That there be appropriated from the TREE FUND, FUND NO. 231

310Z - Operating Transfers		
Other Financing Uses	\$	17,455.00
Total - 310Z Operating Transfers	\$	17,455.00

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

<u>Department</u>	<u>Object</u>	<u>Year 2025 Adjustment ORD. 076-2025</u>
8801 - Forestry		
	Personal Services	\$ 962,798.00
	O.T.P.S	\$ 306,115.00
	Capital	\$ 504,650.00
	Total - 8801 Forestry	\$ 1,773,563.00
Total Fund 231 - Tree Budget		\$ 1,791,018.00

That there be appropriated from the **POLICE PENSION FUND, FUND NO. 232**

7201 - Police Pension		
	Personal Services	\$ 382,650.00
	Total 7201 - Police Pension	\$ 382,650.00
Total Fund 232 - Police Pension Budget		\$ 382,650.00

That there be appropriated from the **FIRE PENSION FUND, FUND NO. 233**

7301 - Fire Pension		
	Personal Services	\$ 382,650.00
	Total 7301 - Fire Pension	\$ 382,650.00
Total Fund 233 - Fire Pension Budget		\$ 382,650.00

That there be appropriated from the **EARNED BENEFITS FUND, FUND NO. 234**

2108 - General Operations		
	Personal Services	\$ 300,000.00
	Total 2108 - General Operations	\$ 300,000.00
Total Fund 234 - Earned Benefits Budget		\$ 300,000.00

That there be appropriated from the **FEDERAL MISCELLANEOUS GRANT FUND, FUND NO. 240**

5101 - Planning		
	O.T.P.S.	\$ 1,000,000.00
	Total - 5101 Planning	\$ 1,000,000.00
7201 - Police		
	Personnel	\$ 43,216.00
	Total - 7201 Police	\$ 43,216.00
8401 - Parks & Recreation Admin		
	Capital	\$ 390,000.00
	Total - 8401 Parks & Recreation Admin	\$ 390,000.00
Total Fund 240 - Fed Misc Grants		\$ 1,433,216.00

That there be appropriated from the **NOPEC FUND, FUND NO. 244**

2108 - General Operations		
	Capital	\$ -
	O.T.P.S	\$ 200,000.00
	Total - 2108 - General Operations	\$ 200,000.00
Total Fund 244 - NOPEC Budget		\$ 200,000.00

That there be appropriated from the **TOP OF THE HILL TIF, FUND NO. 260**

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

Department	Object	Year 2025 Adjustment ORD. 076-2025
3101 - Finance		
	O.T.P.S.	\$ 1,000,000.00
	Total - 3101 Finance	\$ 1,000,000.00
Total Fund 260 - Top of the Hill TIF Budget		\$ 1,000,000.00

That there be appropriated from the G.O. BOND RETIREMENT FUND, FUND NO. 301

3101 - Finance		
	O.T.P.S.	\$ 1,465,052.00
	Total - 3101 Finance	\$ 1,465,052.00
Total Fund 301 - GO Bond Retirement Budget		\$ 1,465,052.00

That there be appropriated from the FINANCED CAPITAL FUND, FUND NO. 402

5101 - Planning		
	Capital	\$ 670,000.00
	Total - 5101 Planning	\$ 670,000.00
6203 - Refuse Coll/Transfer Sta		
	Capital	\$ 40,000.00
	Total - 6203 Refuse Coll/Transfer Sta	\$ 40,000.00
6207 - Vehicle Maintenance		
	Capital	\$ 52,500.00
	Total - 6207 Vehicle Maintenance	\$ 52,500.00
6208 - Street Maint		
	Capital	\$ 81,000.00
	Total - 6208 Street Maint	\$ 81,000.00
7201 - Police Admin		
	Capital	\$ 840,000.00
	Total - 7201 Police Admin	\$ 840,000.00
7301 - Fire Admin		
	Capital	\$ 1,434,000.00
	Total - 7301 Fire Admin	\$ 1,434,000.00
7402 - Housing Inspections		
	Capital	\$ 3,000.00
	Total - 7402 Housing Inspections	\$ 3,000.00
8201 - Public Prop/Park Maint		
	Capital	\$ 910,000.00
	Total - 8201 Public Prop/Park Maint	\$ 910,000.00
Total Fund 402 - Financed Capital Budget		\$ 4,030,500.00

That there be appropriated from the ECONOMIC DEVELOPMENT FUND, FUND NO. 411

5101 - Planning		
	O.T.P.S.	\$ 232,850.00
	Capital	\$ 50,000.00
	Total - 5101 Planning	\$ 282,850.00
Total Fund 411 - Economic Development Budget		\$ 282,850.00

That there be appropriated from the CITY HALL MAINT. & REPAIR FUND, FUND NO. 412

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

<u>Department</u>	<u>Object</u>	<u>Year 2025 Adjustment ORD. 076-2025</u>
2102 - City Hall Maint Repair		
	O.T.P.S.	\$ 20,000.00
	Total - 2102 City Hall Maint	\$ 20,000.00
Total Fund 412 - City Hall Maint & Repair Budget		\$ 20,000.00

That there be appropriated from the WATER ADMINISTRATION FUND, FUND NO. 601

6301 - Water Admin		
	O.T.P.S.	\$ 500.00
	Total - 6301 - Water Admin	\$ 500.00
6302 - Water Distribution		
	O.T.P.S.	\$ -
	Capital	\$ 865,000.00
	Total - 6302 - Water Distrib	\$ 865,000.00
6314 - Runnymede		
	O.T.P.S.	\$ 20,207.00
	Total - 6314 - Runnymede	\$ 20,207.00
Total Fund 601 - Water Administration Budget		\$ 885,707.00

That there be appropriated from the SEWERAGE FUND, FUND NO. 602

6205 - Sewer Maint		
	Personal Services	\$ 1,619,391.00
	O.T.P.S.	\$ 733,850.00
	Capital	\$ 3,289,000.00
	Other Financing Sources	\$ 12,000.00
	Total - 6205 - Sewer Maint	\$ 5,654,241.00
6301 - Water Admin		
	O.T.P.S.	\$ 10,000.00
	Total - 6301 - Water Admin	\$ 10,000.00
Total Fund 602 - Sewer Budget		\$ 5,664,241.00

That there be appropriated from the PARKING FUND, FUND NO. 603

6210 - Parking Dept		
	O.T.P.S.	\$ 816,700.00
	Non-Government	\$ 4,000.00
	Total - 6210 Parking Dept	\$ 820,700.00
Total Fund 603 - Parking Budget		\$ 820,700.00

That there be appropriated from the REFUSE FUND, FUND NO. 605

6203 - Refuse Collect		
	Personal Services	\$ 3,067,379.00
	O.T.P.S.	\$ 1,353,024.00
	Capital	\$ -
	Total - 6203 Refuse Collect	\$ 4,420,403.00
Total Fund 605 - Refuse Budget		\$ 4,420,403.00

That there be appropriated from the ALS AMBULANCE SERVICES FUND, FUND NO. 606

7304 - Ambulance Services		
	Personal Services	\$ 659,898.00

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

<u>Department</u>	<u>Object</u>	<u>Year 2025 Adjustment ORD. 076-2025</u>
	O.T.P.S.	\$ 485,560.00
	Capital	\$ 254,791.00
	Total - 7304 Ambulance Services	\$ 1,400,249.00
Total Fund 606 - ALS Ambulance Services Budget		\$ 1,400,249.00

That there be appropriated from the HOSPITALIZATION SELF-INS FUND, FUND NO. 701

3101 - Finance		
	Personal Services	\$ 8,152,000.00
	Total - 3101 Finance	\$ 8,152,000.00
Total Fund 701 Hospitalization Budget		\$ 8,152,000.00

That there be appropriated from the OFFICE ON AGING FUND, FUND NO. 804

8501 - Off On Aging Admin		
	O.T.P.S.	\$ 1,750.00
	Total - 8501 - Off On Aging Admin	\$ 1,750.00
Total Fund 804 Office on Aging Budget		\$ 1,750.00

That there be appropriated from the YOUTH RECREATION FUND, FUND NO. 808

8101 - Community Services Admin		
	Other Financing Uses	\$ 5,000.00
	Total - 8101 Community Services Admin	\$ 5,000.00
Total Fund 808 Youth Recreation Budget		\$ 5,000.00

That there be appropriated from the JUVENILE DIVERSION PROG FUND, FUND NO. 811

7209 - Juvenile Diversion		
	O.T.P.S.	\$ 12,000.00
	Total - 7209 Juvenile Diversion	\$ 12,000.00
Total Fund 811 Juvenile Diversion		\$ 12,000.00

That there be appropriated from the FLEXIBLE SPENDING , FUND NO. 850

3101 - Finance		
	Other Financing Uses	\$ 150,000.00
	Total - 3101 Finance	\$ 150,000.00
Total Fund 850 Flexible Spending		\$ 150,000.00

That there be appropriated from the SALES TAX FUND, FUND NO. 857

3101 - Finance		
	Other Financing Uses	\$ 50.00
	Total - 3101 Finance	\$ 50.00
Total Fund 857 Sales Tax Budget		\$ 50.00

That there be appropriated from the MISCELLANEOUS AGENCY FUND, FUND NO. 858

7201 - Police Admin

ORDINANCE NO. 076-2025 EXHIBIT 1
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025

<u>Department</u>	<u>Object</u>	<u>Year 2025 Adjustment ORD. 076-2025</u>
	O.T.P.S.	\$ 106,000.00
	Total - 7201 Police Admin	\$ 106,000.00
Total Fund 858 Misc. Agency Budget		\$ 106,000.00
Total 2025 Budget		\$ 105,151,736.00



Date: May 5, 2025

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: Northeast Ohio Area Wide Coordinating Agency ("NOACA") grant under the Congestion Mitigation and Air Quality ("CMAQ") program to fund a multiple-use trail along Washington Boulevard and to accept and enter into any agreements related to the Grant Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Purpose Statement: To authorize the mayor to accept and enter into any agreements related to the Grant Program.

The City has been working on comprehensive transportation planning to respond to the challenges to transportation, access, and mobility within the community; including the adopted Heights Regional Active Transportation Plan (ATP) and Comprehensive & Equitable Safety Action Plan (CESAP). One (1) of the projects recommended in both the ATP and the CESAP is a buffered bicycle lane or multiple-use trail along the length of Washington Boulevard. Congestion Mitigation and Air Quality ("CMAQ") funding is available through an application to the Northeast Ohio Areawide Coordinating Agency ("NOACA"). The proposed project is estimated at approximately \$1,200,000. The CMAQ program requires a 20% match. Given the timeframe of award, the \$200,000 that is set aside this year for a SS4A match and additional funding in 2026 that would be requested by the Administration during the budget cycle would provide the \$240,000 match (note local matches are often utilized across different projects). The CMAQ application requires a resolution from City Council authorizing the Mayor to submit the application. The administration is requesting that Council consider for adoption such resolution upon First Reading, as an emergency, for the reasons cited below.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? The application was due on May 2, 2025; however, a draft of the required resolution was permitted to be included so long as that it was considered at the earliest possible meeting after the application due date.

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

If yes, why? The application was due on May 2, 2025; however, a draft of the required resolution was permitted to be included so long as that it was considered at the earliest possible meeting after the application due date

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

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

Proposed: 05/05/2025

RESOLUTION NO. 077-2025(PD), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to submit an application to the Northeast Ohio Area Wide Coordinating Agency (“NOACA”) for a grant under the Congestion Mitigation and Air Quality (“CMAQ”) program to fund a multiple-use trail along Washington Boulevard and to accept and enter into any agreements related to the Grant Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the following is a Resolution enacted by the City of Cleveland Heights of Cuyahoga County, Ohio, hereinafter referred to as the Local Public Agency (“LPA”), in the matter of the stated described project.

WHEREAS, the City recognizes the challenges to transportation, access, and mobility within the community; and

WHEREAS, the City collaborated with the Cities of South Euclid and University Heights on a Heights Regional Active Transportation Plan (“ATP”), which Council adopted on December 9, 2024; and

WHEREAS, the City completed the Comprehensive & Equitable Safety Action Plan (“CESAP”) under the United States Department of Transportation’s (“USDOT”) Safe Streets and Roadway for All (“SS4A”) grant program, which Council adopted on April 7, 2025; and

WHEREAS, the City seeks to implement the recommendations of the ATP and CESAP; and

WHEREAS, one of the projects recommended in both the ATP and the CESAP is a buffered bicycle lane or multiple-use trail along the length of Washington Boulevard; and

WHEREAS, the United States Congress has set aside monies for Congestion Mitigation and Air Quality (“CMAQ”) projects through the State of Ohio, Department of Transportation (“ODOT”) and administered by the Northeast Ohio Areawide Coordinating Agency (“NOACA”); and

WHEREAS, LPAs can apply for these monies and be selected for funding by the Ohio Association of Regional Councils (“OARC”), which has been charged with management of a statewide CMAQ program by ODOT; and

RESOLUTION NO. 077-2025(PD)

WHEREAS, the creation of a multiple-use trail along the length of Washington Boulevard in Cleveland Heights is a transportation activity eligible to receive federal CMAQ funding; and

WHEREAS, if requested funds are granted, the City shall be responsible for at least twenty (20%) percent of the eligible costs *unless NOACA is requested to apply Toll Revenue Credits ("TRC") to TRC eligible applicants, as defined in NOACA's Regional Transportation Investment Policy ("RTIP")*; and

WHEREAS, this Council has determined that it would be in the best interest of the City and its residents to submit the proposed application.

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

SECTION 1: The Mayor is hereby empowered on behalf of the LPA to prepare and execute an application for CMAQ funds for the stated described project and to submit same to the NOACA for consideration of funding by OARC.

SECTION 2: The total cost of the project is estimated to be \$1,200,000, of which the LPA, if awarded the funds, commits to pay at least twenty (20%) percent (hereinafter known as the local portion) of the actual cost, estimated to be \$240,000. The local portion shall be funded by the LPA using general fund funds. The LPA further agrees to pay One Hundred Percent (100%) of the cost over and above the maximum amount provided by the OARC and for all non-participating costs associated with project development activities.

SECTION 3: Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal laws, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) if necessary, maintain the right-of-way, keeping it free of obstructions; and (4) if necessary, hold said right-of-way inviolate for public highway purposes.

SECTION 4: If the application is approved for funding the Mayor is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project.

SECTION 5. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 6. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one

RESOLUTION NO. 077-2025(PD)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: May 1, 2025.

To: City Council

From: Law Department

Subject: UBIZ Replacement Contract Resolution

Purpose Statement: To replace the current interagency MOU with the proposed modified Subaward Agreement would allow UBIZ to administer the Small Business Support Program as its own program as opposed to another internally administered program of the City's. Because Resolution No.207-2024 contemplated paying UBIZ as a contractor, limiting payments to UBIZ to \$60,000, the City would have to coordinate payments to UBIZ as a contractor and payments to grantees once UBIZ has approved their eligibility, etc., and then ensure that the payment flows are accurately reported to the U.S. Treasury Department. By engaging UBIZ as a Subrecipient, the City can exercise the same degree of oversight through the Subgrant Agreement, streamline disbursement to grantees, nearly eliminate the delay/cost of check processing, and lessen its reporting and compliance-related burdens.

U.S. Treasury's ARPA FAQ 17.17 and the Obligation Interim Final Rule permit the City to terminate the existing interagency MOU for convenience and execute a replacement contract provided it is "within substantially the same scope and for substantially the same purpose as the contract that was entered into by December 31, 2024. Here, the scope, purpose *and* cost will remain entirely unaltered. The only differences are in the structuring of the agreements and the number and process of transactions involved with administering the Program.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? Without it, UBIZ will have less than 18 months to print materials, solicit and review applications, train awardees on reporting requirements, and do everything else that is necessary to implement, carry out, and wind down the Program.

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

If yes, why? See above.

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

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

Proposed: 05/05/2025

RESOLUTION NO. 078-2025(PD), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute an agreement with UBIZ Venture Capital for the purpose of conducting a Small Business Support Program; repealing Resolution No. 207-2024 in its entirety; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

WHEREAS, on November 4, 2024, this Council passed Resolution No. 207-2024 authorizing the Mayor to execute an agreement with UBIZ for the purpose of providing program management services to the City’s Small Business Support Program (“Program”), which this Council authorized through the passage of Ordinance No. 179-2023;

WHEREAS, the City obligated the Three Hundred Thousand and 00/100 Dollars (\$300,000.00) appropriated for the Program through an interagency memorandum of understanding prior to December 31, 2024, in accordance with U.S. Treasury regulations; and

WHEREAS, upon further discussion with UBIZ Venture Capital (“UBIZ”) and consultation with the City’s outside legal counsel, the City wishes to enter a replacement contract as defined by U.S. Treasury Guidance, ARPA FAQ 17.17, terminating the interagency memorandum of understanding and replacing it with a modified Subgrant Agreement, for the purpose of allowing UBIZ to conduct the Program as a Subrecipient as defined by 2 C.F.R. Part 200.

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 replacement contract in the form of a modified Subgrant Agreement with UBIZ for the purposes described herein and for an amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00). The Agreement shall comply with the replacement contract requirements outlined in ARPA FAQ 17.17 and contain any other provisions that the Director of Law deems necessary.

SECTION 2. Resolution No. 207-2024, as passed by this Council on November 4, 2024, is hereby repealed in its entirety.

RESOLUTION NO. 078-2025(PSH)

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 5/1/2025

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: City Landscaping

Purpose Statement:

To authorize the Mayor to execute and agreement with Yagour Group, LLC d/b/a Perfection Landscapes for landscaping services. The City issued an RFP regarding landscaping services for city properties. After review of 2 proposals that were submitted Perfection Landscapes was the lowest proposal and deemed best for the City.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

The city would like to begin work ASAP in order to accommodate the "We are Noble" celebration on May 16-18.

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: 05/05/2025

RESOLUTION NO. 079-2025(CRR), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute an agreement with Yagour Group, LLC d/b/a Perfection Landscapes to furnish the labor, materials, equipment, and associated landscaping services necessary for the 2025 Facilities Landscape Installation & Maintenance Project; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, the Department of Parks and Recreation issued a Request for Proposals on March 24, 2025 ("RFP"), for the purpose of hiring a contractor to perform planting, edging, weeding, fertilizing, pruning, and other landscaping services at City Hall, the Community Center, Denison Park, Cain Park, Cedar Hill, the War Memorial, Lee Road Mini Park, Noble Road, and other locations throughout the City ("Project"); and

WHEREAS, the Department of Parks and Recreation has evaluated the two (2) proposals it received in response to this RFP prior to the April 4, 2025, deadline for submission and wishes to enter an agreement with Yagour Group, LLC d/b/a Perfection Landscapes ("Perfection Landscapes") to supply the labor, materials, equipment, and services necessary to carry out the Project as further described herein;

WHEREAS, time is of the essence with respect to contracting for these services due to the upcoming "We Are Noble" celebration scheduled for May 16th and 17th, 2025; NOW, THEREFORE

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

SECTION 1. Notwithstanding any provision of Codified Ordinances Chapter 171 to the contrary, the Mayor is hereby authorized to execute a contract with Perfection Landscapes to furnish the labor, materials, equipment, and associated landscaping services necessary for the Project as more fully described in the RFP in an amount not to exceed Sixty Thousand, Eight Hundred Seventeen and 20/100 Dollars (\$60,817.20). The agreement 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. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

RESOLUTION NO. 079-2025(CRR)

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 on 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 public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to complete the portion of work along Noble Road prior to the annual "We Are Noble" celebration. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council,

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Proposed: 04/21/2025

RESOLUTION NO. 080-2025(COTW), *First Reading*

By Councilmember Cobb

A Resolution providing for a contribution of Two Thousand Five Hundred Dollars (\$2,500.00) in support of the 2025 Heights Tiger 5k and Fun Run; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the 4th annual Tiger 5k and Fun Run will be held on Saturday, May 17, 2025, with proceeds supporting the Noble, Canterbury, Oxford, Roxboro, Fairfax, Gearity, and Boulevard Schools; and

WHEREAS, this Council believes that the City should support the CHUH School District fundraising efforts with a contribution of Two Thousand Five Hundred Dollars (\$2,500.00).

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

SECTION 1. This Council hereby allocates the sum of Two Thousand Five Hundred Dollars (\$2,500.00) and authorizes and directs the contribution of such amount by the City, from unencumbered general funds, to the CHUH School District PTA.

SECTION 2. 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 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 necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to provide the funds for the Tiger 5k and Fun Run on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this 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.

RESOLUTION NO. 080-2025(COTW)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



Memorandum

Date: 4/14/25

To: Law Department
cc: City Council
From: Andy Boateng, Sustainability Coordinator
Subject: Cleveland Heights' Climate Action Plan

Purpose Statement:

To adopt the City of Cleveland Heights' Climate Forward: An Action and Resilience Plan.

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?

No funding required

Proposed: 05/05/2025

RESOLUTION NO. 081-2025(MSES), *First Reading*

By Mayor Seren

A Resolution adopting the City of Cleveland Heights' Climate Forward: An Action and Resilience Plan.

WHEREAS, taking action and building resilience to climate change and its impacts is important to the City and its residents; and

WHEREAS, on December 7, 2020, the Council of the City of Cleveland Heights unanimously passed Resolution No. 138-2020, to encourage effective plans to address climate change, a pressing problem already affecting Cleveland Heights; and

WHEREAS, in May of 2021, the City of Cleveland Heights adopted Resolution 62-2021, authorizing the City of Cleveland Heights to adopt a goal to reduce greenhouse gas emissions by 30% by 2030 in the city; and

WHEREAS, the City recognizes that efforts to reduce greenhouse gases produce benefits such as improved air quality and public health, energy security, social equity, vibrant natural environment, and enhanced quality of life; and

WHEREAS, pursuant to the above referenced designation, the City reviewed and analyzed the City's existing climate-related policies, plans, programs, as well as regional planning documents and resources that provided a foundation for the climate action and resiliency planning; and

WHEREAS, the City has conducted an assessment to determine how vulnerable its residents, infrastructure, and resources are to the impacts of a changing climate; and

WHEREAS, the City has analyzed how local demographic groups have been underrepresented in building resilience to climate change and its impacts and pursue strategies to ensure environmental justice; and

WHEREAS, the City has conducted a visioning and goal-setting process with stakeholders to establish clear objectives the City seeks to achieve by preparing a climate action and resilience plan and define commitments; and

WHEREAS, the City has engaged a broad array of stakeholders and the entire community to frame the issues, identify the challenges, develop ideas for solutions, present the draft findings, refine ideas identify roles and responsibilities, and present final recommendations, in order to launch the CARP plan; and

WHEREAS, the plan focused on Buildings and Energy, Transportation, Materials and Waste, Air Quality and Public Health, Food System and Natural Areas/Land Use, as

RESOLUTION NO. 081-2025(MSES)

core areas for strategy development based on carbon mitigation and resilience recommendations and also provided other co-benefits; and

WHEREAS, the creation of the Cleveland Heights' Climate Forward: An Action and Resilience Plan occurred through working with its consultant, Nutter Consulting, and included extensive city and public engagement with a diverse and engaged stakeholder group, targeted focus groups, pop-up tables, community events, surveys, and social media, leading to participation from more than 300 participants; and

WHEREAS, the City desires to adopt the Cleveland Heights' Climate Forward: An Action and Resilience Plan as a guiding document for future decisions related to reducing carbon emissions and building resilience to climate change.

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

SECTION 1. Cleveland Heights' Climate Forward: An Action and Resilience Plan, attached hereto as Exhibit A, is hereby adopted.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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. This Resolution shall take effect and be in force at the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 081-2025(MSES)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Cleveland Heights Climate Forward:

An Action & Resilience Plan Summary



30%
Greenhouse gas reduction
by 2030

Carbon Neutral
by 2050

Cleveland Heights has launched a transformative journey to combat climate change and to build an equitable, resilient future. The Climate Forward Plan charts a path toward the community-wide goal to be carbon neutral by 2050. The City government cannot achieve this vision alone however; this plan is a call to action for residents, businesses, organizations, and others who are passionate about these goals and are eager to lead or join local collective climate action.

This plan is not just a product of city leadership; it's a reflection of the community's vision. We conducted comprehensive and impactful community engagement - and we were met with an outpouring of community support and enthusiastic participation, with residents sharing their innovative ideas and solutions to advance climate action. The community's ideas, suggestions and input directly informed the Plan's vision, strategies, and actions.

440+
Community
participants



11
Community
events

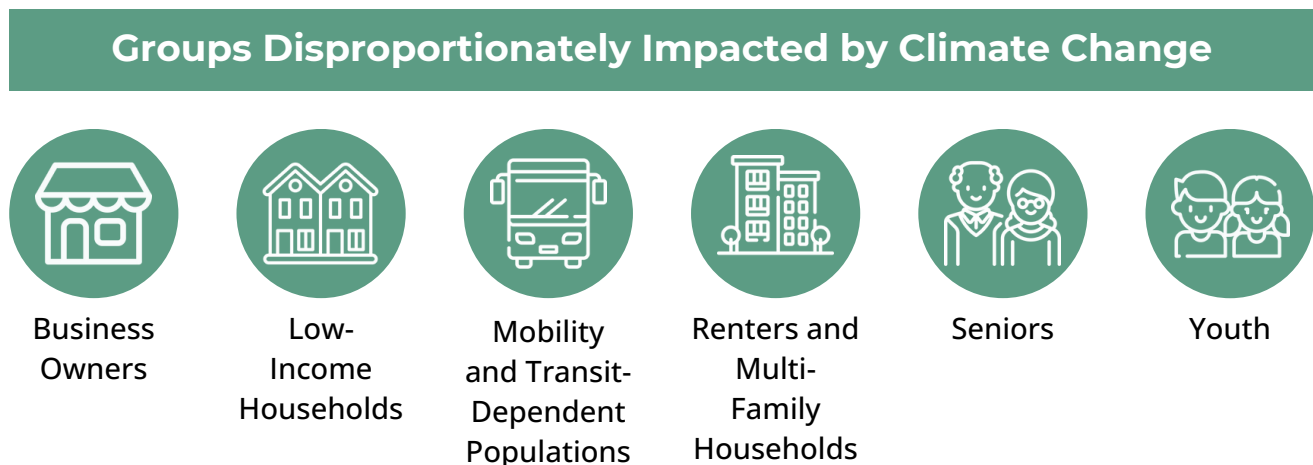
230+
Survey
responses



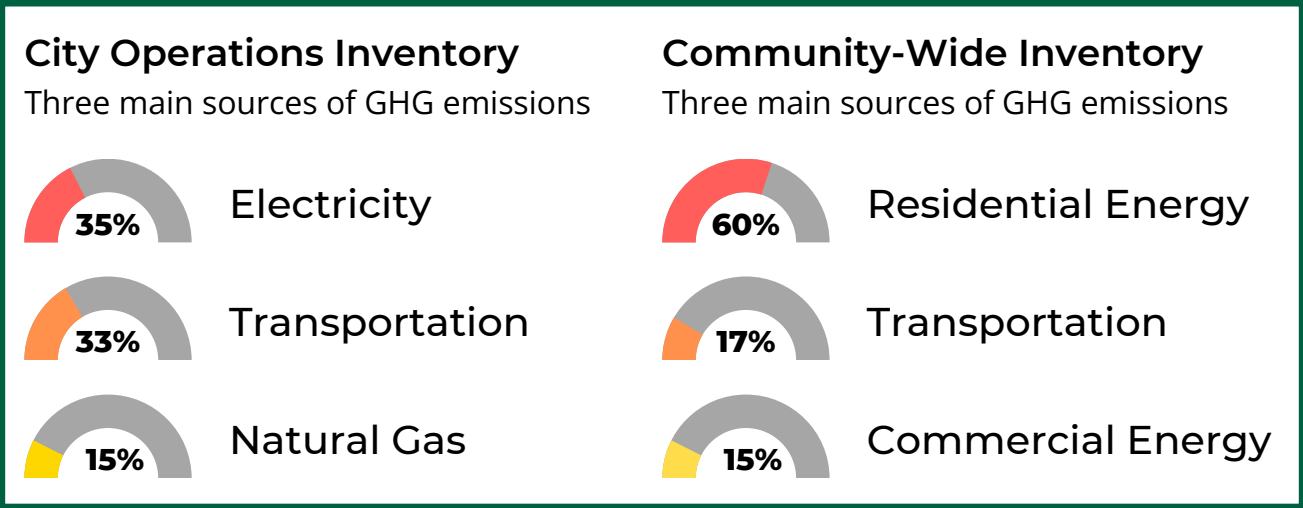
Our community is already feeling the impacts of climate change, from the severe storms of summer 2024 to the hazardous air quality from the Canadian wildfires. In the Vulnerability and Risk Assessment, we assessed how our critical facilities, infrastructure, and community are vulnerable to climate change. We identified several climate hazards, natural events that harm people or the environment, that are projected to increase in severity and probability over time. Severe weather events, including thunderstorms, extreme precipitation, and tornadoes and high wind, are the biggest threats as climate change accelerates.



Residents also shared their lived-experiences, identifying groups in Cleveland Heights that face disproportionate climate impacts and unique barriers to taking climate action.



We completed two greenhouse gas inventories to understand the source of GHG emissions from city and community activities. Buildings and transportation are the two largest sources of emissions in Cleveland Heights. Percentages of GHG emissions from 2022 are below.



With 28 strategies and 155 actions across 7 sectors, this plan is a living roadmap to a just, resilient, and sustainable future for Cleveland Heights. Beyond carbon neutrality, it prioritizes climate equity, resilience, and public health, ensuring neighborhoods are prepared and vulnerable populations protected. Together, Cleveland Heights is charting a path forward to protect the environment, improve public health, and ensure a thriving, equitable future for all residents.



Sectors and Strategies: At-A-Glance

Buildings and Energy

1.1	Increase community access and use of renewable energy, including solar, wind, and geothermal
1.2	Improve energy efficiency and expand clean energy use for municipal buildings
1.3	Advance equitable energy efficiency programs for residential and commercial buildings
1.4	Increase the resilience of residential, commercial, and municipal buildings
1.5	Increase the resilience of local electricity infrastructure

Transportation

2.1	Reduce transportation emissions from City operations
2.2	Encourage the community's transition to electric vehicles
2.3	Improve bicycle and pedestrian connectivity and safety
2.4	Expand accessibility and use of public transit and shared mobility services
2.5	Improve transportation infrastructure's resilience to climate change

Materials and Waste

3.1	Expand local composting to reduce organics and food waste in landfills
3.2	Improve recycling waste diversion and reduce local plastic waste pollution
3.3	Prioritize the procurement of sustainable or recycled materials for City government operations and construction projects

Water and Wastewater

4.1	Reduce overland flooding and water pollution by implementing green infrastructure and other stormwater management methods
4.2	Encourage the adoption of water efficient appliances and best practices
4.3	Protect the regional watershed
4.4	Improve the resilience of water infrastructure

Air Quality and Public Health

- | | |
|-----|---|
| 5.1 | Expand local air quality monitoring |
| 5.2 | Improve public engagement around air quality |
| 5.3 | Reduce local sources of air pollution |
| 5.4 | Protect public health during extreme weather events and other climate hazards |

Food Systems

- | | |
|-----|---|
| 6.1 | Improve community food security and access to fresh foods |
| 6.2 | Expand community gardening and urban agriculture |

Natural Areas and Land Use

- | | |
|-----|--|
| 7.1 | Revitalize brownfields, vacant lots, and vacant buildings |
| 7.2 | Nurture a healthy tree canopy |
| 7.3 | Identify opportunities to expand green spaces in all neighborhoods |
| 7.4 | Support native species, biodiversity, and healthy habitats in city parklands |
| 7.5 | Encourage denser, mixed-use development to create walkable neighborhoods |



To view the complete
Climate Forward Plan, please visit:
www.ClevelandHeights.gov/CARP

Questions? Email us at:
carp@clevelandheights.gov





Cleveland Heights Climate Forward: An Action & Resilience Plan



December 2024



Letter from Mayor Kahlil Seren	3
Acknowledgements	4
Glossary	6
Executive Summary	8
Section 1: Introduction	14
About Cleveland Heights	14
The Federal and State Policy Landscape	15
Developing the Climate Forward Plan	16
A Word from the Cleveland Heights Sustainability and Resilience Coordinator	24
Section 2: Climate Change in Cleveland Heights	25
Overview of Climate Vulnerability and Risk Assessment	27
Vulnerability Assessment for Cleveland Heights	29
Hazards Analysis and Methodology	45
Climate-Impacted Populations in Cleveland Heights	49
Reflections from the Community on Climate Change Impacts	53
Section 3: Greenhouse Gas Inventory	54
What is a Greenhouse Gas Inventory?	54
Community-wide Inventory	55
City Operations Inventory	57
Science-based Modeling and Forecasting: Pathways for Greenhouse Gas Reduction	59
Section 4: Taking Action: Climate and Resilience Strategies	62
Buildings and Energy	63
Transportation	75
Materials and Waste	85
Water and Wastewater	90
Air Quality and Public Health	97
Food Systems	103
Natural Areas and Land Use	106
Section 5: Implementation	114
Implementation Roadmap	115
A Word from the Cleveland Heights Climate and Environmental Sustainability Committee (CESC)	140

Section 6: Conclusion	141
Appendix A: Climate Vulnerability and Risk Assessment	143
Appendix B: Greenhouse Gas Emission Inventory Methodology and Inputs	164
Appendix C: List of Plans, Policies, and Reports Reviewed	168
Appendix D: List of Tables and Figures	169
Appendix E: References	171



Letter from Mayor Kahlil Seren

Dear Cleveland Heights Community Members,

I am proud to present the inaugural Cleveland Heights Climate Forward Plan, a roadmap that reflects our city's commitment to addressing one of the most pressing challenges of our time: climate change. As we experience the increasing impacts of climate-related events—whether it's severe weather, rising energy costs, or threats to our natural environment—there has never been a more critical moment to act. By prioritizing sustainability and equity, we are not only protecting our environment but also improving the quality of life for everyone in our community. This plan aims to ensure that Cleveland Heights remains a vibrant, healthy, and resilient place for current and future generations.

Our plan focuses on two main objectives: reducing local greenhouse gas emissions and increasing our resilience to the changing climate. To reduce local emissions, we are working to decrease our reliance on fossil fuels, enhance energy efficiency in our buildings, promote renewable energy, and expand our public transportation and active transportation networks. We will also encourage more sustainable land use, such as expanding green spaces and community gardens. By making these changes, we will cut carbon emissions while creating a cleaner, healthier environment for all.

Building resilience is just as important as reducing emissions. We will work to ensure our infrastructure, homes, and public spaces can withstand extreme weather events, from heavy storms to heat waves. This includes investing in stormwater management, improving emergency response capabilities, and promoting practices that protect our urban tree canopy. Together, these efforts will safeguard our city from future climate risks while building a more equitable and sustainable community.

I want to thank everyone in Cleveland Heights who has engaged with this process and helped us co-create this plan —whether by attending public meetings and workshops, offering feedback through our community survey and at community outreach events, or taking personal sustainability action in your own lives. Your involvement has been critical to the development of this living document and will continue to be essential to this plan's successful implementation. I encourage everyone to continue participating as we implement these strategies. Together, we can create a more sustainable and resilient Cleveland Heights for generations to come.

Sincerely,

A handwritten signature in black ink that reads "Kahlil". The signature is stylized with a large, looped "K" and a simple "ahlil".

Kahlil Seren
Mayor of Cleveland Heights, Ohio

Acknowledgements

We extend our sincere gratitude to the city leadership, the dedicated community members, and all stakeholders who played an integral role in the development of the first Cleveland Heights Climate Forward Plan. Your unwavering commitment, helpful insights, and ongoing collaboration have been vital in shaping a sustainable future for our city. Together, we have laid a strong foundation for addressing climate challenges and fostering resilience, ensuring that Cleveland Heights remains a vibrant and thriving community for generations to come. Thank you for your passion and support of this important initiative.

City Stakeholders:

- Mayor Kahlil Seren
- Allan Butler, Director of Housing
- Andrea Heim, Performance Coordinator
- Andrew Unetic, Former Finance Director
- Andy Boateng, Sustainability and Resilience Coordinator
- Anthony Mattox, Council Member
- Brian Anderson, Assistant Director of Economic Development
- Brian Iorio, Assistant Director of Community Development
- Brandon Upchurch, Former Mayor's Action Center Coordinator
- Brooke Siggers, Planner
- Chris Britton, Police Chief
- Chris Heltzel, Assistant Law Director
- Collette Clinkscale, Director of Public Works
- Craig Cobb, Councilmember
- Danny Williams, City Administrator
- Davida Russell, Vice President of Council
- Eric Elmi, Chief Building Official
- Eric Zamft, Planning and Development Director
- Gail Larson, Councilmember
- James Harry, Fire Chief
- Jim Petras, Councilmember
- Jim Posch, Councilmember
- Ken Bernard, GIS Administrator
- Marc Lefkowitz, Public Relations Specialist
- Mike Thomas, Director of Communications and Public Engagement
- Patrick Costigan, Special Assistant to the Mayor
- Ryan Prosser, IT Director
- Samira Rhodes, Special Events Coordinator
- Lt. Sean Corrigan, Police Department
- Steve Barker, Digital Coordinator
- Tara Schuster, Acting Finance Director
- Todd Walburn, Mayor's Action Center Coordinator

- Tom Fidanza, Assistant Director of Parks and Recreation
- Tony Cuda, City Council President
- William Hanna, Law Director
- Xavier Yozwiak, Planner/Zoning Inspector

Community Stakeholders:

- Jodi Sourini, Cleveland Heights-University Heights City School District
- Carly Beck, Climate and Environmental Sustainability Committee
- John Barber, Climate and Environmental Sustainability Committee
- Mohammad Irfan, Climate and Environmental Sustainability Committee
- William Hanavan, Climate and Environmental Sustainability Committee
- Catalina Maddox-Wagers, Climate and Environmental Sustainability Committee, Cleveland Heights Green Team
- Tami Masuoka, Climate and Environmental Sustainability Committee, Cleveland Heights Green Team
- Sean Terry, Climate and Environmental Sustainability Committee, Trust for Public Land
- Joe DeWitt-Foy, Heights Bicycle Coalition
- Keesha Allen, Home Repair Resource Center
- Deepa Vedavyas, NOPEC
- Jon-Paul d'Aversa, Power A Clean Future Ohio
- Nat Ziegler, Power A Clean Future Ohio

Thank you to our project consultants and lead plan authors, Melanie Nutter and Katherine Lee from Nutter Consulting LLC. We appreciate the other contributors from Power A Clean Future Ohio and Nutter Consulting to the development of the plan's content as well including Jon-Paul d'Aversa, Patrick Marchman, Silvia Pac Yurrita, Elena Stachew, Benjamin Cavalier, Nat Ziegler and Catherine Pappas.

Glossary

The City of Cleveland Heights recognizes that there are many terms used throughout this document that have complex and sometimes dynamic meanings. This glossary contains meanings and definitions that are industry standard, while ensuring that terminology is accessible for all audiences.

Acronyms

- **CEJST:** Climate and Economic Justice Screening Tool
- **DOE:** Department of Energy
- **EPA:** Environmental Protection Agency
- **EPPS:** Environmentally Preferable Products or Services
- **ESPC:** Energy Savings Performance Contract
- **GHG:** Greenhouse Gas
- **IRA:** Inflation Reduction Act
- **LEED:** Leadership in Energy and Environmental Design, a voluntary rating system developed by the US Green Building Council to certify a buildings low or net-zero emissions status
- **NEORS:** Northeast Ohio Regional Sewer District
- **NAAQS:** National Ambient Air Quality Standards
- **PCFO:** Power A Clean Future Ohio
- **PPA:** Power Purchase Agreement
- **RTA:** Regional Transit Authority of Cleveland

Glossary of Key Terms

- **Brownfield:** Former industrial sites with high levels of pollution or contamination, that are currently vacant or unused
- **Carbon neutrality:** The state of having an equal or lesser amount of greenhouse gas emissions produced by a region, organization, or entity, than the amount of emissions that are removed through the Earth's natural absorption
- **Carbon neutrality fund:** A dedicated fund of City resources to implement carbon reduction measures
- **Climate adaptation:** The adjustments that communities and ecosystems make to limit the negative impacts of climate change and increase resiliency
- **Climate equity:** Principle that recognizes that disadvantaged communities are disproportionately affected by climate change and strives to ensure that all individuals have access to the resources to protect themselves from the impacts of climate change and share the benefits of climate protection efforts
- **Climate migrants/refugees:** People that relocate from their home area due to negative effects of climate change
- **Climate resiliency:** The capacity for societies and their systems to adjust prepare for, recover from, and adapt to climate change

- **Dark Sky compliant lighting:** Outdoor lighting fixtures and designs that minimize light pollution and its adverse effects on the environment, human health, and astronomical observations
- **Dig once policy:** Dig once policies require local utilities and agencies to coordinate upgrades and repairs that require on street construction
- **Environmental justice:** The principle ensuring just treatment and meaningful involvement of all people in decision making so that protection from disproportionate human health and environmental effects is equitable, while also ensuring everyone has access to a healthy and resilient environment in which to live
- **EPA disadvantaged community:** Communities that are marginalized, underserved, and overburdened by pollution
- **EV Readiness:** Local and state-level preparation that addresses the increasing prevalence of EV usage, typically considering factors like available infrastructure, policies, and services
- **Flood plain:** Areas along a river or stream that are susceptible to flooding
- **Fugitive emissions:** Unintentional releases of gasses. The greenhouse gas inventory accounts for leaks that are common when natural gas and other gaseous fuels are transported or used, including small leaks that you can smell when turning on a gas stove.
- **Greenhouse gas (GHG) inventory:** The quantification of the amount of heat-trapping gases released by human activity within a specific region over the course of a year
- **Greenhouse gasses:** Gasses like carbon dioxide, methane, and nitrous oxide, often produced by human activity, that trap heat in the atmosphere and contribute to a warming climate
- **Heat island:** Urbanized areas that experience higher temperatures than surrounding areas due to lack of tree cover and concentration of concrete surfaces
- **Impervious cover:** Any type of human-made surface that does not absorb rainfall
- **Justice40:** A federal initiative through which 40% of certain climate, clean energy, affordable housing, and other investments must flow to disadvantaged communities
- **Microgrid:** A self-sufficient, energy system that serves a small, specific geographic footprint that can be connected with a larger grid or operate independently
- **Ozone:** In high-levels of the Earth's atmosphere, ozone is a naturally occurring gas that reduces the amount of harmful UV radiation reaching the Earth's surface. Ozone is also a greenhouse gas produced by man-made processes, such as industry and motor vehicles, that is a pollutant and greenhouse gas at ground-level.
- **Rain gardens/bioswales:** A small depression in the landscape, often planted with native plants, that collects rainwater, filters pollutants, and allows it to soak into the ground
- **Solar co-op:** A group of individuals or businesses who used their combined purchasing power to procure solar panels for a lower, group price
- **Urban tree canopy:** A measurement encompassing the leaves and branches of trees that shelter the ground when viewed from above



Executive Summary

Cleveland Heights is embarking on a transformative journey to combat climate change and to build an equitable, resilient future. Through the co-creation of the Climate Forward Plan with the public, the City is committed to a community-wide goal of carbon neutrality by 2050 and taking meaningful action on climate and sustainability that the community strives for and expects. However, the City government cannot achieve this vision alone; this plan is a call to action for our residents, local businesses, organizations, and others in our passionate, dynamic community to join in collective climate action. As the city recently celebrated its 100th anniversary in 2021, Cleveland Heights is looking to build on its rich past and craft a vision for a future that is just, sustainable, and resilient.

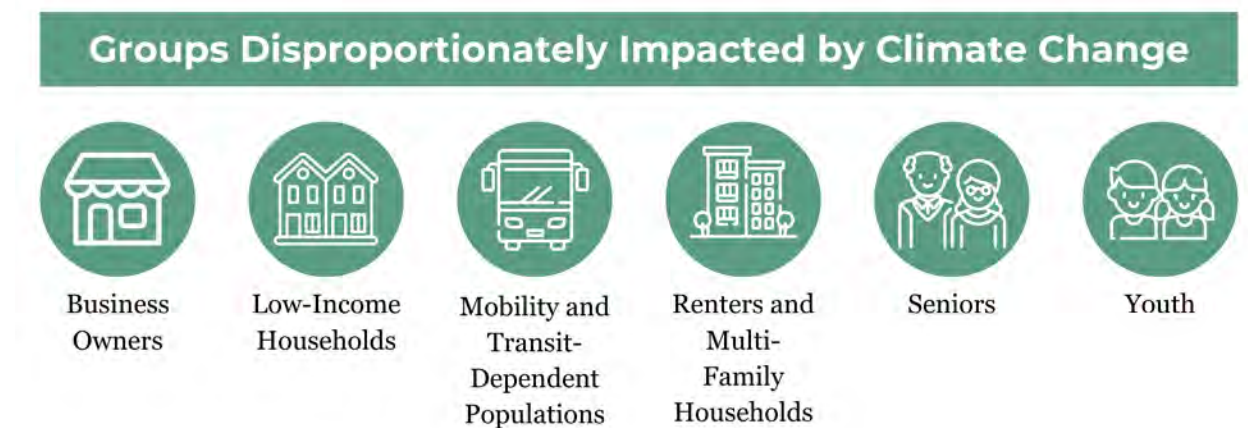
In 2021, City Council took its first major step in climate action by passing a resolution to join Power A Clean Future Ohio and codify the city's goal to reduce greenhouse gas emissions by 30% by 2030, compared to the 2021 baseline. Mayor Seren and the City Council have made climate action a shared commitment, supported by the community's taking action, from planting native gardens to participating at higher levels of sustainable transportation use in the form of transit, walking, biking, and rolling. To ensure long-term success, in 2023 the City hired a full-time Climate Resiliency & Sustainability Coordinator in the Mayor's Office, emphasizing the importance of dedicated leadership on this issue.

The community has already experienced the impacts of climate change, from the severe storms of summer 2024 to the hazardous air quality caused by the 2023 Canadian wildfires. Extreme precipitation and flooding damages buildings and infrastructure, while ongoing air quality issues affect the health of residents. The events in East Palestine, Ohio and annual growth of

Harmful Algal Blooms from runoff into Lake Erie, have further underscored how local environmental conditions can have a broader impact on regional air and water quality, public and environmental health. Cleveland Heights is also preparing for the growing demands of climate migration, with the Great Lakes Region beginning to see “climate refugees” from the areas of the country more severely impacted by climate change.

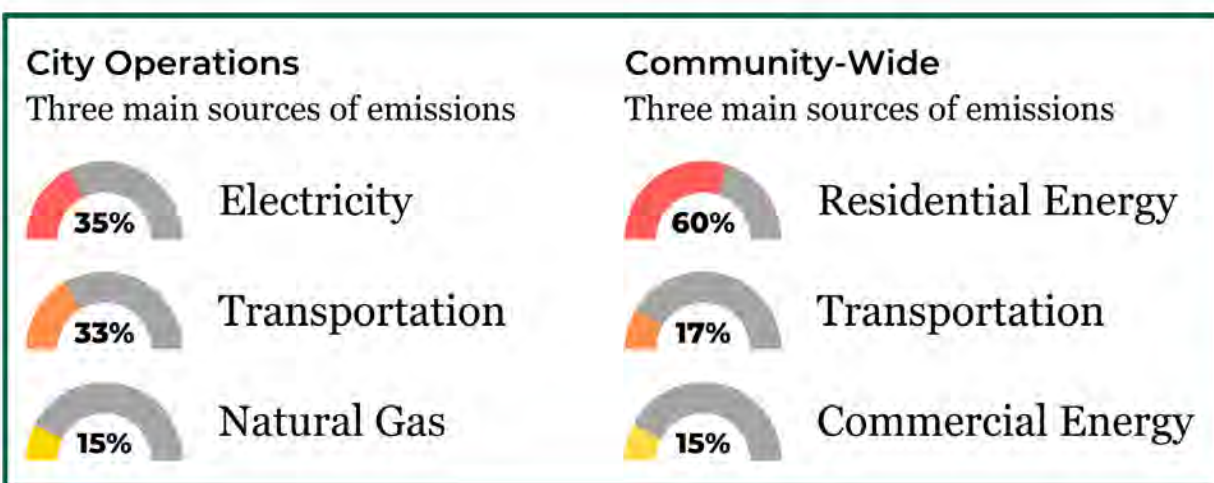
In the Vulnerability and Risk Assessment, we assessed how our critical facilities, infrastructure, and community are vulnerable to climate change (see section [Climate Change in Cleveland Heights](#)). Using an approach based on the U.S. Climate Resilience Toolkit and data from the Cuyahoga County Climate Change Vulnerability Assessment, we identified several climate hazards, natural events that harm people or the environment, that are projected to increase in severity and probability over time. Severe weather events, including thunderstorms, extreme precipitation, and tornadoes and high wind, are the biggest threats to the community as climate change accelerates.

Climate change also has disproportionate impacts on members of our community. We mapped physical factors, like heat island effect and lack of tree canopy, as well as social factors, like percent of population below the poverty level and rental occupied units, to understand how neighborhoods are disparately impacted by climate change (see section [Vulnerability Assessment for Cleveland Heights](#)). In community feedback sessions, residents shared their lived experiences, identifying business owners, low-income households, mobility and transit-dependent populations, renters and multi-family households, seniors, and youth as groups that experience unique and disproportionate climate impacts. Addressing these impacts and challenges is crucial to ensure that Cleveland Heights’s climate resilient future is equitable.



To understand the source of emissions from our city and community activities, we completed two greenhouse gas inventories: one focusing on city operations and other encompassing community-wide activities (see section [Greenhouse Gas Inventory](#)). For City operations, the three main sources of emissions are: electricity (35%), transportation and mobile sources (33%), and natural gas and stationary combustion (15%). Community-wide, the highest emitting sectors are: residential energy (60%), transportation and mobile sources (17%), and commercial energy

(15%). Targeting the highest-emitting sectors is critical to reducing greenhouse gas emissions and reaching the City's decarbonization goals.



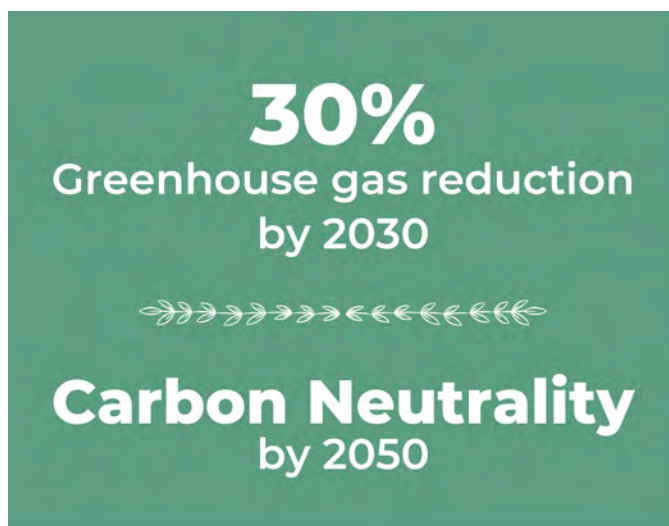
This plan is not just a product of city leadership; it's a reflection of the community's vision. Local organizations in Cleveland Heights have played a pivotal role in educating and mobilizing residents to reduce their impact to the planet and local environment, as well as embrace sustainable practices. To develop the plan, our project team hosted three community workshops, staffed ten community events, and facilitated a workshop with city staff. At these outreach events, we were met with an outpouring of community support and enthusiastic participation, with residents sharing their innovative ideas and solutions to advance climate action. The community's voice directly informed the vision, strategies, and actions of the Climate Forward Plan.

This plan, guided by a vision of creating a just, resilient, and sustainable future, outlines 28 strategies and 155 actions across seven key sectors, designed to reach carbon neutrality by 2050 through driving carbon emissions down and spurring economic and quality of life improvements. The strategies and actions are informed by the first two sections of the plan which analyze where vulnerable communities are located in Cleveland Heights and the main sources of carbon emissions within the city. The seven key sectors addressed in the strategies section are: 1) Buildings and Energy, 2) Transportation, 3) Materials and Waste 4) Water and Wastewater, 5) Air Quality and Public Health, 6) Food Systems, 7) Natural Areas and Land Use (see section [Taking Action: Climate and Resilience Strategies](#)). This plan is intended for the entire community and lays the groundwork for achieving this globally recognized, science-based goal and includes concrete short, mid and long-term action steps necessary to forestall the worsening impacts of the climate crisis.



Carbon neutrality is not the only goal of this plan; these strategies will also advance resilience, climate equity, and public health. Through action across the seven sectors, Cleveland Heights will help ensure its neighborhoods are prepared and its most vulnerable populations are protected from climate change’s most likely impacts.

Cleveland Heights recognizes that the fight against climate change requires collaboration and leadership at all levels. Budget priorities may shift. Building codes, both commercial and residential, will be reviewed and likely updated. But by addressing the city’s climate challenges through this comprehensive plan, we are poised to safeguard our environment, improve public health, and create a more resilient and equitable community for all. Not only do the strategies and actions in this plan offer many co-benefits such as making the community more resilient, equitable, and healthy, they will also enhance the city’s overall aesthetics, charm, and livability - one of the prime reasons many have chosen Cleveland Heights as home. Together, Cleveland Heights is charting a path forward to protect the environment, improve public health, and ensure a thriving, equitable future for all residents.



Climate Forward Sectors and Strategies: At-A-Glance

These tables provide an overview of the seven sectors and 28 strategies included in the Climate Forward Plan. For additional detail on the cross-sector approach as well as the 155 actions, see the [Taking Action: Climate and Resilience Strategies](#) section.

Buildings and Energy

1.1	Increase community access and use of renewable energy, including solar, wind, and geothermal
1.2	Improve energy efficiency and expand clean energy use for municipal buildings
1.3	Advance equitable energy efficiency programs for residential and commercial buildings
1.4	Increase the resilience of residential, commercial, and municipal buildings
1.5	Increase the resilience of local electricity infrastructure

Transportation

2.1	Reduce transportation emissions from City operations
2.2	Encourage the community's transition to electric vehicles
2.3	Improve bicycle and pedestrian connectivity and safety
2.4	Expand accessibility and use of public transit and shared mobility services
2.5	Improve transportation infrastructure's resilience to climate change

Materials and Waste

3.1	Expand local composting to reduce organics and food waste in landfills
3.2	Improve recycling waste diversion and reduce local plastic waste pollution
3.3	Prioritize the procurement of sustainable or recycled materials for City government operations and construction projects

Water and Wastewater

4.1	Reduce overland flooding and water pollution by implementing green infrastructure and other stormwater management methods
4.2	Encourage the adoption of water efficient appliances and best practices
4.3	Protect the regional watershed
4.4	Improve the resilience of water infrastructure

Air Quality and Public Health

5.1	Expand local air quality monitoring
5.2	Improve public engagement around air quality
5.3	Reduce local sources of air pollution
5.4	Protect public health during extreme weather events and other climate hazards

Food Systems

6.1	Improve community food security and access to fresh foods
6.2	Expand community gardening and urban agriculture

Natural Areas and Land Use

7.1	Revitalize brownfields, vacant lots, and vacant buildings
7.2	Nurture a healthy tree canopy
7.3	Identify opportunities to expand green spaces in all neighborhoods
7.4	Support native species, biodiversity, and healthy habitats in city parklands
7.5	Encourage denser, mixed-use development to create walkable neighborhoods



SECTION 1:

Introduction

About Cleveland Heights

Located in Cuyahoga County, Cleveland Heights is a vibrant and diverse suburb situated approximately eight miles east of downtown Cleveland. Spanning about eight square miles, the city is renowned for its historic architecture, tree-lined streets, vibrant, walkable commercial districts and rolling hills. Home to approximately 45,000 residents, the city's demographics reflect a blend of cultures and backgrounds, with 47.5% identifying as White, 41.7% as African American, 5.3% as Asian, and 2.7% as Hispanic or Latino.¹ About 10.6% of the community speaks a language other than English at home, showcasing Cleveland Heights' inclusivity and diversity.² The median household income in Cleveland Heights is \$69,155, although 16.4% of residents live below the poverty line.³ A key component of the community's vision for the future includes advancing equity, diversity, and inclusion so all residents can thrive.

The local economy is anchored by a blend of long-standing family-owned businesses and new enterprises, particularly in the community's eleven business districts. The city's active cultural scene is supported by various institutions, such as the Cleveland Heights-University Heights Public Library and the city's seven parks, including Cain Park, which houses the nation's first municipally owned outdoor theater. This rich cultural landscape, combined with its unique blend of historic charm and modern vibrancy, makes Cleveland Heights a welcoming and dynamic community.

The Federal and State Policy Landscape

In the United States, the national climate action and resilience policy landscape has shifted significantly in recent years, with growing federal efforts to address the escalating impacts of climate change. Key initiatives include the Biden administration's Inflation Reduction Act (IRA), which allocates substantial funding toward clean energy development, emissions reductions, and environmental justice. The Infrastructure Investment and Jobs Act also dedicates resources to climate-resilient infrastructure, emphasizing the modernization of transportation, water systems, and energy grids. Federal agencies like the Environmental Protection Agency (EPA) and the Department of Energy (DOE) have strengthened regulations on greenhouse gas emissions and promoted renewable energy adoption.

Additionally, the United States has rejoined international climate agreements like the Paris Agreement, committing to significant emissions reduction targets by 2030. These national policies emphasize equity and resilience, focusing on protecting vulnerable communities and promoting sustainable economic growth, while supporting states and cities in developing localized climate action plans. Equity priorities are operationalized through Justice40, a federal initiative that requires at least 40% of all benefits from federal grants and programs to support disadvantaged communities. Despite challenges, this growing federal commitment signals an important shift toward a more coordinated and comprehensive approach to climate change.

Taking action on climate change in Ohio presents several challenges, rooted in the state's economic structure, political landscape, and public perceptions. Ohio has a historically strong reliance on fossil fuels, particularly coal and methane or 'natural gas' from fracking, for energy production and jobs, making the transition to renewable energy difficult without affecting key industries and communities. Across Ohio, there are 30,542 workers in the fossil fuel industry, including power generation, coal, oil, and natural gas.⁴ Political polarization also complicates climate action, as policies addressing GHG emissions or clean energy often face resistance from groups aligned with the fossil fuel industry and groups concerned about regulatory impacts on businesses and energy prices. Public perception and climate change awareness in the state are mixed, with some communities underestimating the issue's urgency or prioritizing short-term economic concerns over long-term environmental sustainability. These challenges are compounded by a need for greater investment in renewable energy infrastructure and more comprehensive state-level policies to support local climate action. However, growing recognition of the economic benefits of clean energy and federal support for green initiatives offers an opportunity to overcome these barriers and move Ohio toward a more sustainable future.

With the outcome of the recent Presidential election, one thing is clear: municipalities can and will continue to lead the way on taking decisive action on climate change. While it's too early to predict what impact the new administration will have on federal funding sources, agency capacity and current legislation, we must still keep pushing for and advocating for local action. Perpetual commitment to supporting local communities in this endeavor is critical regardless of which administration is in place at the federal level.

Developing the Climate Forward Plan

With these guiding project objectives, we've created the Climate Forward Plan that fits the unique needs and makeup of the Cleveland Heights community. Our approach included:



Identify the challenges in Cleveland Heights: To develop effective strategies, we quantified greenhouse gas emissions and uncovered local climate issues that are affecting the community through research and lived experiences from residents.



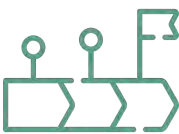
Align climate objectives with existing city programming: By researching ongoing efforts in the city and region, we identified cross-sector solutions to connect climate action with existing or planned projects and facilitate collaboration across departments.



Incorporate feedback from diverse stakeholders and community members: To co-create this plan with the community, we conducted three community workshops and attended ten community events throughout the plan development process, from visioning to strategic development.



Establish science-based targets: Using the GHG inventory and other climate and resilience data, we developed science-based targets that are feasible, but ambitious, to guide climate action in Cleveland Heights toward a decarbonized future.



Develop a strategic roadmap to accelerate implementation: We developed a comprehensive, actionable plan for Cleveland Heights to achieve its climate action and resilience goals, with opportunities for the city government, residents, businesses, and community partners to take action.

We conducted the development of the Cleveland Heights Climate Forward Plan over the past 12 months in 3 phases.

Discovery Phase

Our team analyzed over 25 plans, policies, assessments, and programs led by the City, Cuyahoga County, and the State of Ohio to benchmark Progress to Date and find alignment with existing goals (listed in [Appendix C](#)). In addition, we developed a greenhouse gas inventory for city operations and community-wide emissions, and evaluated the fleet analysis, climate vulnerability data, and environmental justice data.

Engagement Phase

Our team developed a Community Engagement Strategy to guide a comprehensive approach to gathering community feedback. Through three workshops, two surveys, three stakeholder interviews, and involvement at ten community events, we collected hundreds of community insights that informed our understanding of local climate impacts, equity considerations, local partners, and priority solutions for climate action and resiliency.

Strategy Phase

Our team leveraged nationwide best practices and regional case studies alongside local data and community member insights to develop a comprehensive strategic plan. With 28 strategies and 155 actions across seven key sectors, the plan lays out a community-driven approach to advancing climate action and resilience locally.



Co-Creating the Plan: Community Engagement Timeline

A core priority in developing the Climate Forward Plan was co-creating the plan alongside Cleveland Heights community members. We adopted an inclusive, comprehensive approach to engagement, which included hosting three public workshops, conducting a Climate Action Day survey, facilitating stakeholder interviews, and participating in eight community events. Through these efforts, we gathered hundreds of valuable insights that informed our understanding of local climate impacts, equity priorities, and community-driven solutions. Cleveland Heights is a vibrant, forward-thinking community deeply committed to advancing climate action and resilience. The enthusiastic participation of residents was instrumental in shaping a plan that not only meets the unique needs of our community, but also creates a foundation for lasting, impactful action. We are grateful to everyone who contributed to this important endeavor.



October 24, 2023: Climate Action Day

In alignment with Global Climate Week, the City of Cleveland Heights hosted its first Climate Action Day event at City Hall. Mayor Seren gave remarks officially launching the Climate Forward planning process and a public Climate Action Day Survey to gather insights from the community on local climate impacts and priorities for action. A drop-in information session was held at City Hall on how the city is addressing climate change and what the Climate Forward Plan will entail. The City's Sustainability and Resiliency Coordinator held an event at the Heights Public Library to engage with residents on the role of cities and its residents in climate action.



February 24, 2024: Black History Month Celebration

At the Black History Month Celebration, the project team hosted an informational table to engage attendees on climate issues as part of the city's Climate Forward Plan. Our team had one-on-one discussions with about 15 participants, collecting feedback on climate change concerns like blackouts, rising electricity prices, and extreme weather events. Although many attendees were unfamiliar with terms like “climate justice,” the event helped raise awareness about Cleveland Heights' climate action efforts and sparked conversations on local climate impacts.



April 20, 2024: Earth Day

Cleveland Heights staff tabled at the local Earth Day celebration to distribute fliers promoting the May 8th workshop and also collected additional names for the community mailing list.



April 29, 2024: Article in the Heights Observer

Marc Lefkowitz, Public Relations Specialist with the City of Cleveland Heights, published an article in the Heights Observer to publicly announce the community engagement phase of the plan and to invite residents to attend the first community workshop.



May 8, 2024: Community Visioning Workshop

The City hosted the inaugural community visioning workshop for the Climate Forward Plan at the Cleveland Heights Community Center with about 70 participants. The workshop aimed to gather insights on residents' experiences with climate change, identify community priorities, and co-create a vision for a climate-ready and resilient future. It included a presentation introducing Climate Forward, followed by breakout discussions that engaged attendees in exploring the impacts of climate change on various populations and generating innovative ideas for local climate action. A visual summary of the Visioning Workshop is included below.



CLIMATE ACTION AND RESILIENCY PLAN (CARP) VISIONING WORKSHOP

HELD ON MAY 8, 2024 IN CLEVELAND HEIGHTS
WITH 70+ COMMUNITY MEMBERS IN ATTENDANCE
WITH OBJECTIVES INCLUDING UNDERSTANDING THE
COMMUNITY'S PRIORITIES & NEEDS RELATED
TO CLIMATE ACTION TO CO-CREATE A COMMON
VISION FOR BEING READY & RESILIENT

PARTICIPANTS WERE ASKED TO SHARE THEIR INPUT ON

★ LOCAL CLIMATE IMPACTS AND ENVIRONMENTAL CONCERNS

WEATHER
EVENTS BECOMING
MORE SEVERE AFFECTS
OUR LIVES & HOMES

IMPACT ON PUBLIC HEALTH
LIKE ASTHMA & LYME DISEASE

POOR AIR & WATER
QUALITY CONCERNS



TRANSPORTATION CONCERNS, INCLUDING HOW
COMBUSTION ENGINES IMPACT AIR QUALITY

WORRIES ABOUT NATURE
INCLUDING DIMINISHING BIODIVERSITY
AND TREE CANOPY

★ WE ARE ALL IMPACTED

- RENTERS
HAVE LIMITED
CONTROL OVER
THEIR HOMES

IT'S SO HOT UP HERE
AND THE ROOF LEAKS!

- BUSINESS OWNERS
WOULD INCUR EXPENSIVE
RESILIENCE
IMPROVEMENTS

TRANSIT CHALLENGES
CAUSED BY WEATHER
IMPACTS MY EMPLOYEES



- LOW-INCOME
HOUSEHOLDS ARE
DISPROPORTIONATELY IMPACTED
BY EXTREME WEATHER

I CAN'T AFFORD
AIR CONDITIONING
OR A GENERATOR!

THERE IS NO
SHADE AT THE
BUS STOP & I
GOT HEAT STROKE

- YOUTH WILL BE
EXPOSED TO THESE ISSUES
OVER A LIFETIME

I HAVE SO MUCH
ANXIETY ABOUT
THE FUTURE OF
THE PLANET



- SENIORS AND
MOBILITY &
TRANSIT
DEPENDENT

PEOPLE AFFECTED BY
AGING INFRASTRUCTURE

and WE BELIEVE THAT TOGETHER WE CAN ALL HAVE AN IMPACT

- ELECTRIFY TRANSPORTATION & REDUCE CAR USE
- BOOST RENEWABLE ENERGY & ENERGY EFFICIENCY
- EXPAND COMPOSTING & RECYCLING
WHILE REDUCING PLASTIC USE
- CAPTURE RAINWATER AND PROTECT OUR WATERSHED
- ADD AIR QUALITY SENSORS & TRACK AIR QUALITY
- REDUCE FOOD WASTE AND BUILD COMMUNITY GARDENS
- EXTEND TREE CANOPY & REPURPOSE BROWNFIELDS



June 15, 2024: Juneteenth Celebration

At the community's Juneteenth Celebration, we hosted a Climate Forward Plan table to engage residents in interactive activities and one-on-one discussions. Participants were asked to share their observations of climate impacts in Cleveland Heights and provide suggestions to ensure no one is left out of the plan. About 30-40 people noted issues like erratic seasons, poor indoor air quality, basement moisture leading to mold, and the high cost of home insulation.



June 18, 2024: Second Annual Electric Lawnmower Exchange

Our project team shared information about the Climate Forward Plan at the second annual Electric Lawnmower Exchange, engaging 30-40 residents in discussions about the Plan while they exchanged their lawn equipment. Many residents expressed support for more electric lawnmower exchanges and ideas like composting expansion and improved bike lanes for safer transportation.



June 25, 2024: Noble Corridor Planning Session

Held at the Noble Library Branch, the City of Cleveland Heights hosted a community engagement event for the development of the Noble Road Corridor Comprehensive Planning study. Our team delivered 50 Climate Forward Plan flyers at the event to encourage residents to sign up for the project mailing list and increase awareness about opportunities to engage in the plan development.



July to August, 2024: Stakeholder Interviews

To gain insights from local leadership and community-based organizations, our project team conducted one-on-one stakeholder interviews with the Climate and Environmental Sustainability Committee, the Cleveland Heights-University Heights City School District, the Heights Bicycle Coalition, and the Home Repair Resource Center. Through these interviews, we gathered feedback on existing action on climate change, local impacts of climate change, the community's vision for a climate resilient future, and priority solutions to include in the plan.



June 29, 2024: Pride in the Park

At the community's annual Pride in the Park celebration, our project team distributed about 40 pride-themed flyers to invite the community to the next Climate Action Community Workshop.



July 16, 2024: Climate Action Community Workshop

To gather specific community feedback on climate action strategies, the City hosted a second Climate Forward community workshop at the Cleveland Heights Community Center. Over 75 community members participated in an interactive feedback session, voting on proposed strategies, identifying equity considerations and potential partners, and offering additional solutions. The workshop featured seven feedback stations, each focused on a different sector of the plan.



July 23, 2024: Noble Road July Module on Transportation, Accessibility & Environment

The City of Cleveland Heights hosted an open house for the development of the Noble Road Corridor Comprehensive Planning study. The July meeting was focused on Transportation, Accessibility, and Environment, providing an opportunity for our project team to host a table engaging participants on issues related to the Climate Forward Plan. Using the presentation boards from the July community workshop, approximately 25 people gave feedback on four sectors: Transportation, Buildings & Energy, Natural Areas & Land Use, and Materials & Waste.



July 26, 2024: ARTFUL's Open Studios Night

At ARTFUL's Open Studios night, the project team engaged with 15 residents through three strategy boards from the second community workshop. The Food Systems board saw the most votes, with key interests in reducing food waste, aligning food distribution with resilience hubs, and utilizing vacant spaces for community gardens. Residents also focused on the importance of expanding green infrastructure and tree canopy, promoting denser mixed-use neighborhoods for walkability, and street calming measures. Suggestions included transforming Coventry PEACE into a resilience hub and improving the walkability of North Coventry and Noble Road neighborhoods.



September 18, 2024: City Staff Workshop

Our project team hosted a City Staff Workshop at City Hall, convening nine department leaders and city champions in a discussion around cross-departmental priorities related to climate action and resilience. At the workshop, staff discussed existing priorities across the seven sectors, alignment with departmental goals, and ideas for city-led projects and programs to include in the Climate Forward Plan.



September 18, 2024: Resilience Community Workshop

Held at Monticello Middle School, the project held the third community workshop focused on gathering community feedback on proposed resilience strategies. Through an informational presentation, the team presented initial findings from the Vulnerability and Risk Assessment to help the community understand the effects of climate hazards. Then, over 70 attendees participated in interactive feedback stations focused on resilience strategies across six sectors: Transportation, Buildings & Energy, Water & Wastewater, Air Quality & Public Health, Food Systems, and Natural Areas & Land Use. Participants voted on proposed strategies, shared their lived experiences with climate impacts, offered other resilience solutions, and identified priority locations for resilience projects.



October 24, 2024: Climate Action Day

Cleveland Heights hosted a table in the lobby at City Hall where City staff, including the City's Sustainability and Resilience Coordinator, previewed the release of the Climate Forward Plan for public feedback and spoke to residents that dropped by in an open house format.



A Word from the Cleveland Heights Sustainability and Resilience Coordinator

Over the past year, the city has been working on the creation of its first Climate Forward Plan to reduce carbon emissions from City operations and the community, understand our exposure to climate hazards, assess our vulnerability and risk, and investigate and prioritize options to build resilience to climate change, while ensuring that equity is mainstreamed in this process. This has been a collaborative effort with the community to co-create a road map that ensures that our residents and resources are protected from climate hazards, prepare for and respond to these hazardous climate events sustainably and thrive in the wake of a changing climate.

Our work began by establishing ambitious yet achievable goals aligned with the latest climate science, ensuring that our efforts are consistent with best practices that position the city on the path to attaining carbon neutrality, adapting to current and projected climate impacts and strengthen our resilience. Throughout the process, we held public workshops, attended dozens of community outreach events, listened to your concerns and ideas, and integrated your feedback to ensure this plan reflects both the needs and values of our unique community.

I would like to extend my sincere gratitude to the city leadership, whose commitment to sustainability and climate action has been instrumental in this plan's development. The Mayor, City Council, and department heads have demonstrated visionary leadership in recognizing the importance of addressing climate change at the local level. Their support and active participation in this process ensured that our plan is robust, practical, and forward-looking. It is this shared commitment that will drive our progress as we move into the implementation phase.

As we transition from planning to action, we have established clear pathways to reduce our carbon emissions, adapt and build resilience by implementing the strategies outlined in the plan. We will work closely with residents, businesses, and local organizations to ensure that this is a truly collaborative effort and will be using this living document as our initial guide. Together, we will make Cleveland Heights a greener, more resilient, and a more sustainable city for all.

A handwritten signature in black ink, appearing to read "Andy Boateng". The signature is stylized with a large initial "A" and a long, sweeping underline.

Andy Boateng
Cleveland Heights Sustainability and Resilience Coordinator



SECTION 2:

Climate Change in Cleveland Heights



Climate change is already having a significant impact in Cleveland Heights, affecting the local environment, community well-being, and the economy. One of its most visible effects has been the increasing frequency and intensity of extreme weather events. In the summer of 2024, a series of severe storms struck Northeast Ohio, causing extensive flooding, downed trees, power outages, and road closures across the region. As Cleveland Heights prepares for the worsening effects of climate change, it is critical to consider the impacts on our physical infrastructure, natural environment, and people, understanding that vulnerable groups and disadvantaged communities are disproportionately impacted by climate change.

Warmer temperatures have led to heavier rainfall and more severe storms, which strain our stormwater systems and contribute to localized flooding. This flooding can cause downed trees, power outages and road closures. It can also disrupt habitats, damage infrastructure and properties, and impact the health of our parks and green spaces, where many of our trees and plants are vulnerable to shifts in climate patterns. Rising temperatures also increase the risk of droughts, which further stress ecosystems and threaten biodiversity in our urban forest.

For the residents of Cleveland Heights, climate change poses both immediate and long-term challenges. Communities already facing social or economic disadvantages are hit hardest by these changes. Low-income families often live in older homes that are less energy-efficient, making it harder to stay cool during heat waves or keep heating costs down during longer, colder winters. Extreme heat and poor air quality disproportionately affect seniors, young children, and individuals with pre-existing health conditions, exacerbating health inequities across the city. Climate change also heightens public health risks, such as respiratory issues from increased air

pollution and vector-borne diseases as insects like mosquitoes expand their range due to warmer weather.

Prolonged periods of extreme heat can increase the prevalence of the urban heat island effect, where urban infrastructure such as buildings, roads and rooftops absorb and produce more isolated higher temperatures. Extreme heat days can also degrade air quality, increasing the chances of health impacts like asthma attacks as well as heat exhaustion and heat stroke. The increase in heat related illnesses puts stress on the health care system. It can put undue stress on the electric grid and cause power outages as well as cause higher electricity bills.

Vulnerable populations, including those with limited financial resources, face greater obstacles in adapting to these changes. For example, repairing flood damage or investing in energy-efficient upgrades can be cost-prohibitive for many residents. These inequities highlight the need for a climate resilience strategy that prioritizes the most vulnerable groups, ensuring that resources are distributed fairly and that everyone has the tools to withstand the impacts of climate change. Ensuring access to cooling centers during heatwaves, improving public transit, and supporting energy-efficiency in low-income housing - by pursuing multiple strategies including incentivizing landlords - are critical steps to protect the most affected populations.

The local economy is also deeply intertwined with the effects of climate change. As storms become more intense and temperatures fluctuate, businesses and infrastructure are at risk of damage, increasing the costs of repairs and maintenance. In addition, there is a risk of reduced worker productivity and raising energy demands, placing a strain on both businesses and municipal resources. In the long term, climate change could reduce property values in flood-prone areas ([Figure 2](#)) and increase insurance costs, making it more expensive to live and do business in Cleveland Heights. Additionally, the local tourism and recreation sectors, which rely on the city's parks and outdoor spaces, may suffer as rising temperatures and more frequent storms make outdoor activities less viable or accessible.

Addressing climate change in Cleveland Heights is not just about responding to environmental shifts—it's about safeguarding our community's future. By investing in climate action and resilience, we have an opportunity to protect our most vulnerable residents, reduce economic risks, and preserve the natural environment that defines our city. Through proactive efforts, Cleveland Heights can become a model for how smaller cities can thrive in the face of climate change, ensuring a healthy, equitable, and sustainable future for all.

Overview of Climate Vulnerability and Risk Assessment

In order to most effectively develop this plan for Cleveland Heights, we must first understand what assets and community members are most vulnerable to the impacts of climate change and which future hazards we'll most likely face.

"A climate risk assessment seeks to understand the likelihood of future climate hazards and the potential impacts of these hazards on cities spatially, and their inhabitants. This is fundamental information for prioritizing action and investment into climate adaptation and resilience." - C40 Cities

This Cleveland Heights Vulnerability and Risk Assessment included below analyzes how these hazards will evolve due to climate change, and identifies which parts of the city and which communities are most vulnerable. This understanding is essential for prioritizing actions and investments aimed at reducing the risks and improving resilience.

This climate risk assessment also provides decision-makers and residents with detailed insights into the city's vulnerabilities, helping to guide the development of targeted strategies and actions for reducing risk. We used the U.S. Climate Resilience Toolkit 5-step approach (detailed below) for guidance on how to ensure that Cleveland Heights is not only addressing the source of climate change but proactively building resilience for the future. Steps included:

1

Explore Hazards: In this step, we identified the climate-related hazards that could impact the community. This involved analyzing historical climate data, consulting climate projections, and engaging with stakeholders to identify both current and future hazards. The goal is to understand the nature of these hazards—such as heatwaves, flooding and drought - and how they might evolve due to climate change.

2

Assess Vulnerability and Risks: This step involves evaluating how vulnerable our community is to the identified hazards. A climate risk assessment within this context looks at factors such as exposure (how much of the community or infrastructure is at risk), sensitivity (how severely they are affected), and adaptive capacity (how well they can cope with the impacts).

3

Investigate Options: After identifying and assessing risks, we focused on exploring adaptation and mitigation goals, strategies and actions that also provide co-benefits to the community. We evaluated different options to reduce vulnerabilities, manage risks and reduce GHG emissions.



Prioritize and Plan: We prioritized the most significant risks and further redefined the strategies and actions to address them. This step is informed by the risk assessment, ensuring that resources are allocated to the areas of greatest need.



Take Action: The final step will involve implementing the strategies developed in the previous step which will be codified in the Climate Forward Blueprint.

The basis for the City of Cleveland Heights' vulnerability assessment is the 2019 Cuyahoga County Climate Action Plan's Climate Change Vulnerability Assessment. Their assessment consists of an interactive map and associated database that integrates both social and physical risk factors to give an overview of residents' vulnerability by census tract.

The first part of the risk assessment consists of a detailed analysis of the 2019 Cuyahoga County Climate Action Plan's Climate Change Vulnerability Assessment. However, as described in the above definition from C40 Cities, natural hazard risk assessment, both climate-influenced and otherwise, requires an analysis of both how physical hazards are experienced from climate change and how the physical environment is impacted as well.



Vulnerability Assessment for Cleveland Heights

In May 2019, Cuyahoga County developed a Climate Change Vulnerability Assessment Map that evaluates physical and social risk factors for census tracts within the county's geography. Twenty of those census tracts comprise Cleveland Heights.

The County defines physical risk factors as “factors [that] identify the expected intensity of climate change impacts across the county.” These five physical factors include:

1. Heat Island Effect: The heat island effect is when urbanized areas experience higher temperatures than outlying areas, resulting from a high concentration of structures such as buildings, roads, and other built infrastructure.
2. Flood Plain: Flood plains are areas adjacent to bodies of water that are at higher risk of flooding.
3. Older Residential Buildings: Older residential buildings are defined as residential buildings built before 1939.
4. Impervious Cover: Impervious cover refers to land that is covered by pavement or heavily compacted so that rainwater cannot soak into the ground.
5. Lack of Tree Canopy: Lack of tree canopy denotes areas where there is limited land area covered by trees.

The County defines social risk factors as “factors [that] identify certain socio-economic indicators that would make an individual and community more vulnerable to climate change impacts.” These eight social factors include:

1. Population Under Age 5
2. Population Aged 65 and Over
3. Population Below Poverty
4. Minority Population
5. Households Without a Vehicle
6. Rental Housing
7. Population Lacking High School Diploma
8. Persons with Disability

To determine the relative risk for physical and social factors to each Census Tract, the County created a scoring system that assigned numeric values denoting how that Census Tract performed compared to the County mean:

- High Risk (More than one standard deviation greater than the mean) = 2
- Medium Risk (From the County mean to one standard deviation) = 1
- Low Risk (Less than the County mean) = 0

Every census tract was scored with a 0, 1, or 2 for the five physical risk and eight social risk factors. Those scores were totaled to generate a Physical Factor Composite Score and a Social

Factor Composite Score for each census tract. These composite scores provide a simple way of identifying the severity of climate changes' impact on each census tract.

Analysis of Physical Factors from the County's Assessment

Based on the County's scoring criteria, the highest possible Physical Composite Score for a census tract is 10. To receive a 10, each of the five physical factors for that census tract would have been scored as a 2—high risk.

In Cleveland Heights, the highest Physical Composite Score is 3 (Census Tract 1407.02) and the mean Physical Composite Score is 1.4. This indicates that based on the five physical risk factors Cleveland Heights is less vulnerable overall to climate change than the rest of Cuyahoga County based on the scoring.

Of the five physical factors, the most prominent in Cleveland Heights is 'Percent of Residential Buildings Built Before to 1939. Eighteen of 20 census tracts (CTs) in Cleveland Heights scored a 1 or 2 on this factor, indicating that the building stock of the community is older than the average across the County.

Below, we have ranked the physical factors from highest to lowest significance.

Physical Factor	Number of Low CTs (Score 0)	Number of Medium CTs (Score 1)	Number of High CTs (Score 2)	Cumulative Score for All CTs
Percent of Residential Buildings Built Before to 1939	3	16	1	18
Impervious Cover (Pct of Area)	14	6	0	6
Flood Plain (Pct of Area)	17	3	0	3
Lack of Tree Canopy Cover (Pct of Area)	19	1	0	1
Heat Island Effect (Pct of Area 2 degrees F or more above average)	20	0	0	0

Table 1: Physical Factors for Climate Vulnerability by Census Tract

The following maps provide a helpful visualization for where these physical asset vulnerabilities are most prevalent at the Census Tract level in Cleveland Heights.

Heat Island Effect

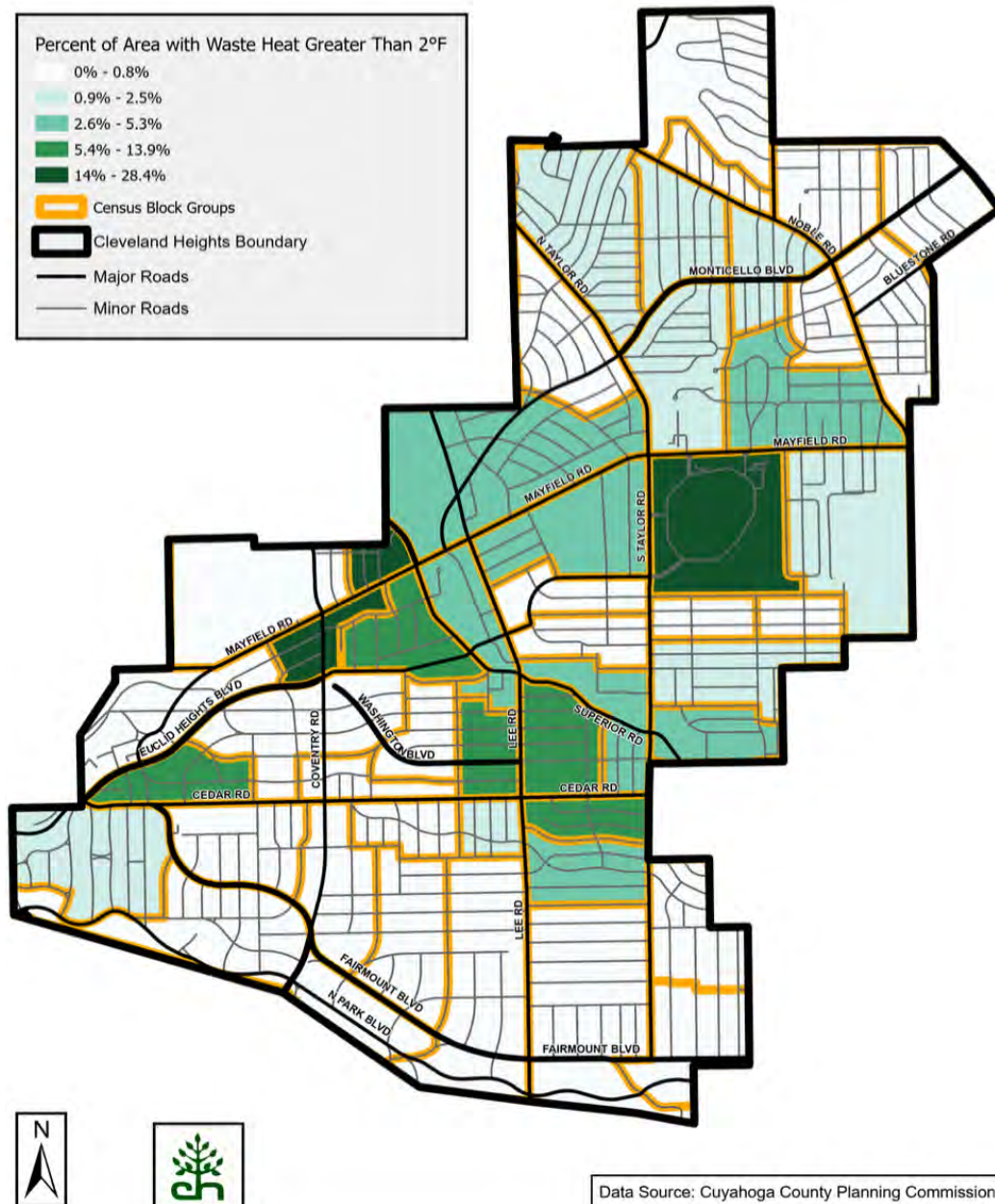


Figure 1: Map of heat island effect in Cleveland Heights

Several tracts in the center of Cleveland Heights have a higher percentage of surface area with heat above 2 degrees Fahrenheit. The census tract containing Severance Town Center has by far the highest percentage of this area in the city. Heat islands are areas of land where temperatures exceed the temperatures of outlying areas by an average of at least 2 degrees Fahrenheit, due to additions/ alterations to the physical landscape and/or human activity. Several census tracts near the center of Cleveland Heights have a high percentage of land that can be considered a heat island.

Percentage of Land in a Flood Plain



Figure 2: Map of flood plain in Cleveland Heights

The City as a whole is outside of recognized floodplains except for several census tracts at its southernmost boundary near Doan Brook and the Shaker Lakes natural area.

Percent of Residential Properties Built Before 1939

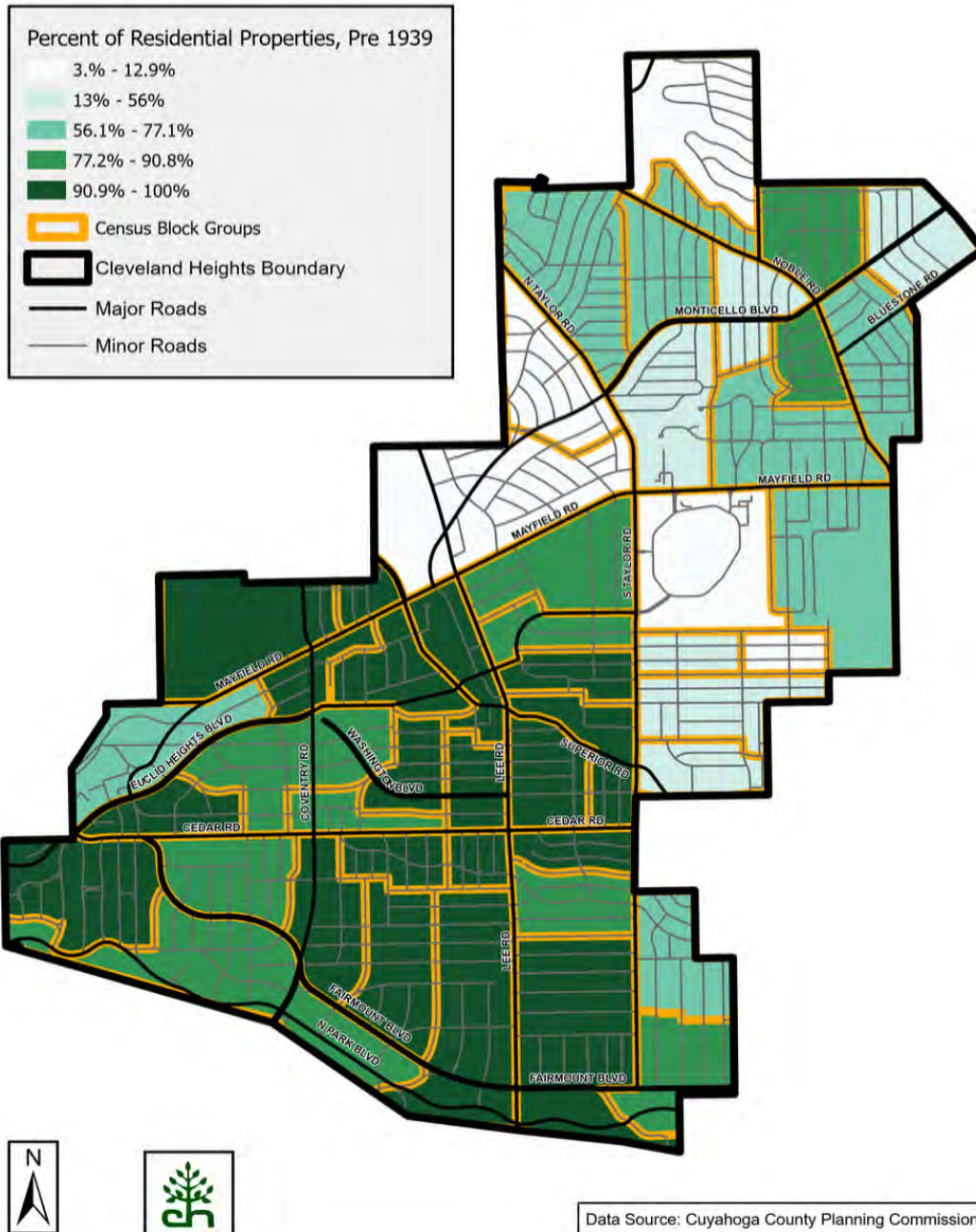


Figure 3: Map of residential properties built before 1939 in Cleveland Heights

Cleveland Heights has a significant percentage of residential buildings built before 1939, especially in its southern half. In more than half of Cleveland Heights' census tracts, more than 90 percent of the residential property was built before 1939.

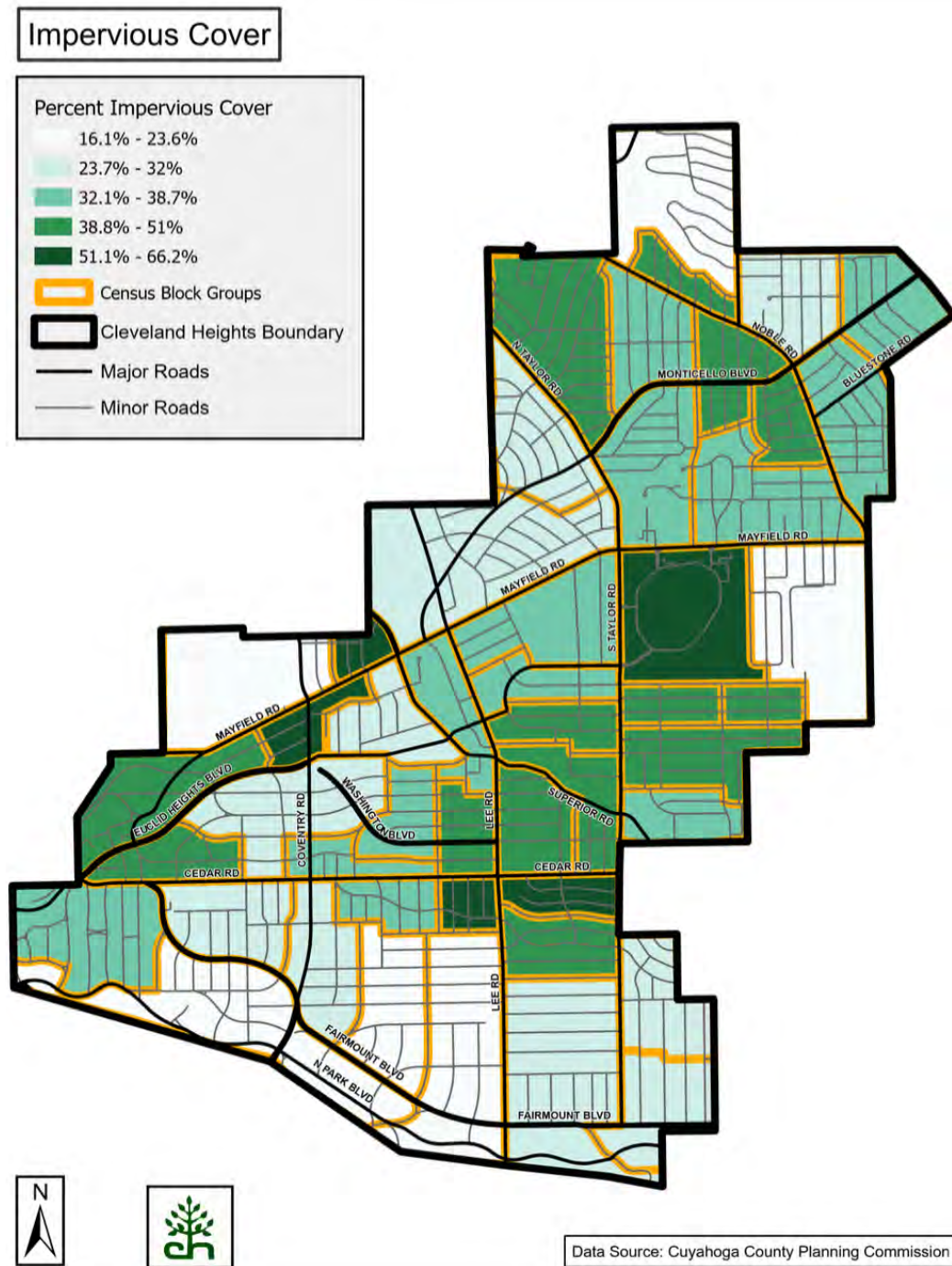


Figure 4: Map of impervious cover in Cleveland Heights

Impervious cover is scattered relatively evenly across the City, but there is a correlation between lower impervious cover and older residential areas due to the higher relative percentage of backyard and lawn space with older homes.

Lack of Tree Canopy

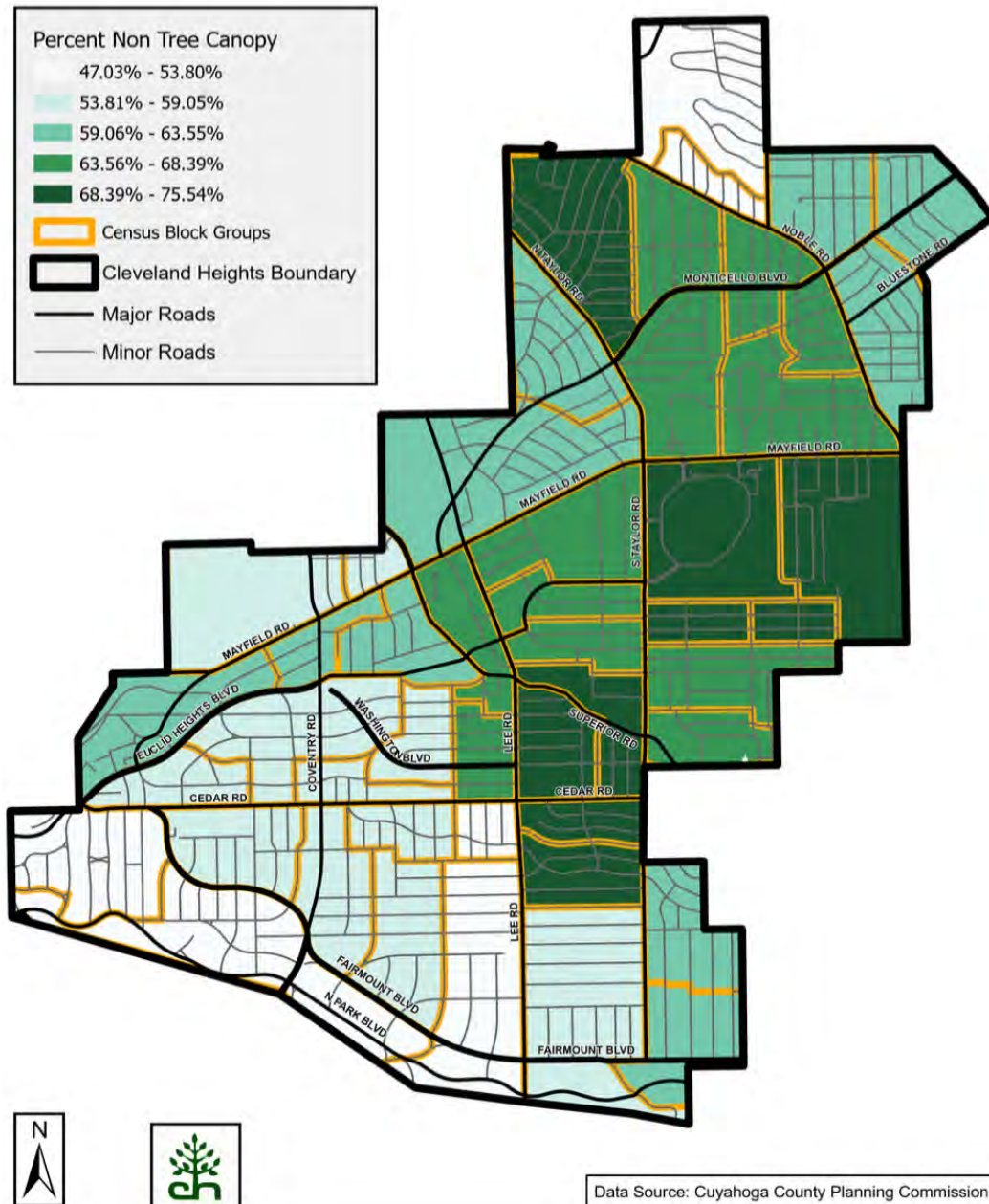


Figure 5: Map of the lack of tree canopy cover in Cleveland Heights

According to the 2019 Cuyahoga County Urban Tree Canopy Assessment, there is 37.86% tree canopy coverage community-wide in Cleveland Heights.⁵ There is less tree canopy coverage in the center of the City. Residential areas in both the south and the north have higher tree cover.

Analysis of Social Risk Factors from the County's Assessment

Based on the scoring criteria, the highest possible Social Composite Score is 16 in the County's Assessment. These are areas where people are less able to respond to climate hazards because of socioeconomic status, disability, or other social factors. In Cleveland Heights, the highest Social Composite Score is 10 (Census Tract 1410.00) and the mean Social Composite Score is 3.5.

There are ten census tracts that have a high score for at least one social factor, compared to only one census tract that has a high score for physical factors. This indicates that social factors may be contributing more to climate vulnerability than physical factors; however, Cleveland Heights is less vulnerable to climate change based on the eight social factors compared to the rest of the County.

Of the eight social factors, the most prominent in Cleveland Heights is 'Percent Age 65 and Over.' Twelve of the 20 census tracts scored a 1 or 2 on this factor, indicating that the senior population is higher than the average across the County.

Below, we have ranked the social factors from highest to lowest significance in the Cleveland Heights community.

Social Factor	Number of Low CTs (Score 0)	Number of Medium CTs (Score 1)	Number of High CTs (Score 2)	Cumulative Score for All CTs
Percent Age 65 and Over	8	8	4	16
Percent Minority Population	9	10	1	12
Percent Population Below Poverty Level	13	4	3	10
Percent Rental Occupied Housing	12	6	2	10
Percent Under Age 5	14	5	1	7
Percent Households Without a Vehicle	16	2	2	6
Percent of Population Age 25+ With Less Than a High School Education	16	4	0	4
Percent Disabled Population	17	2	1	4

Table 2: Social Factors for Climate Vulnerability by Census Tract

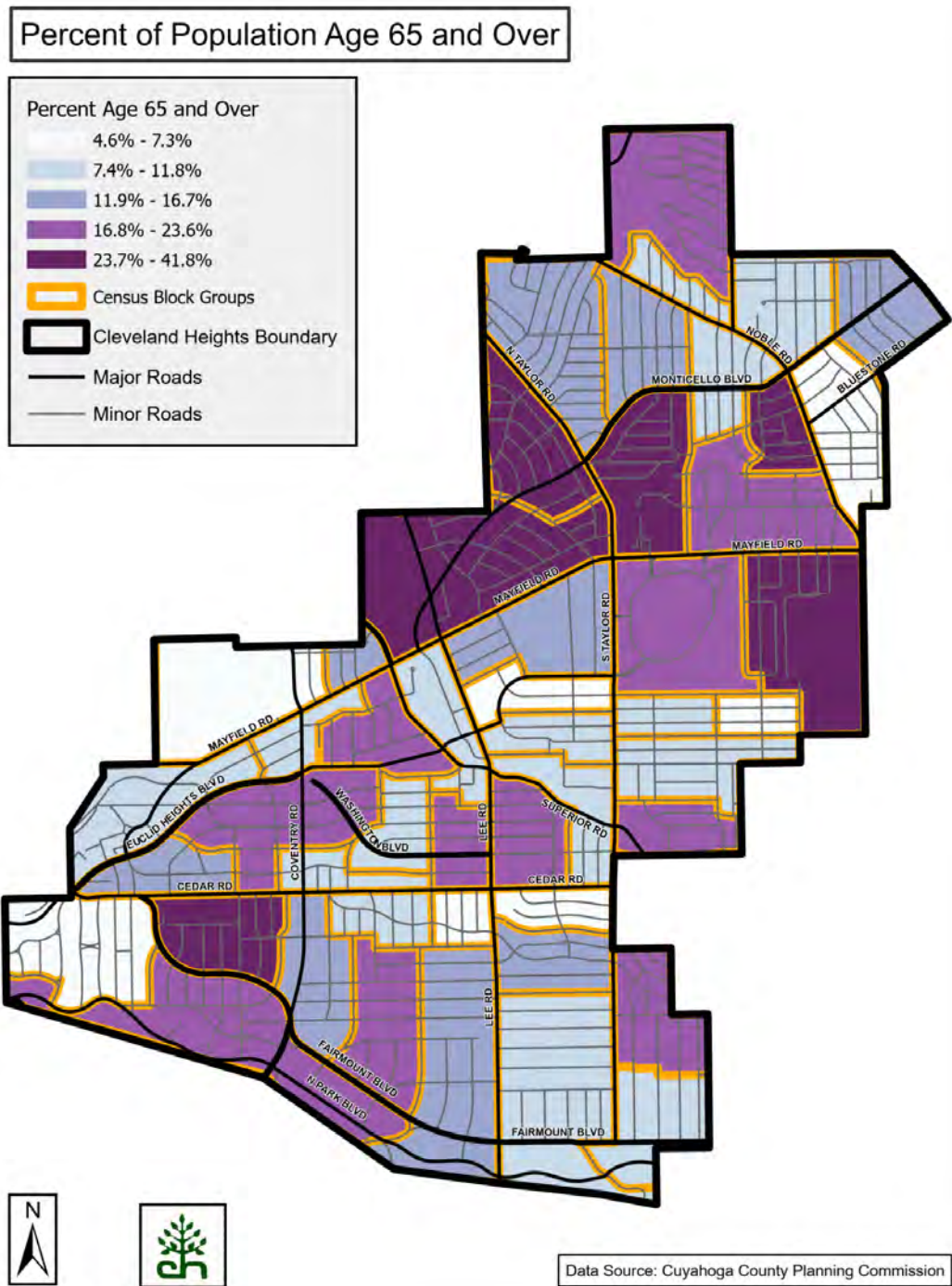


Figure 6: Map of population 65 years and older in Cleveland Heights

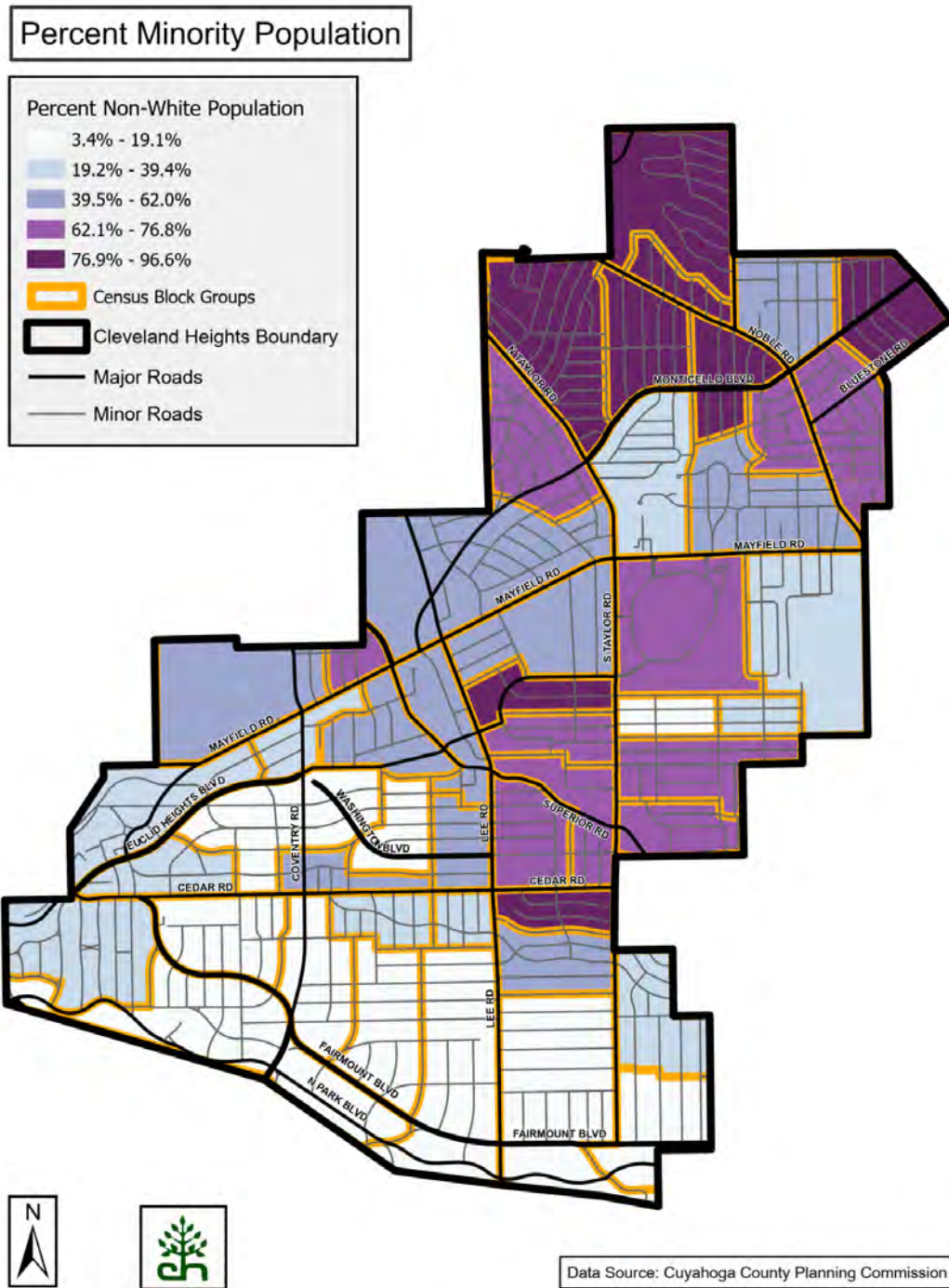


Figure 7: Map of minority population in Cleveland Heights

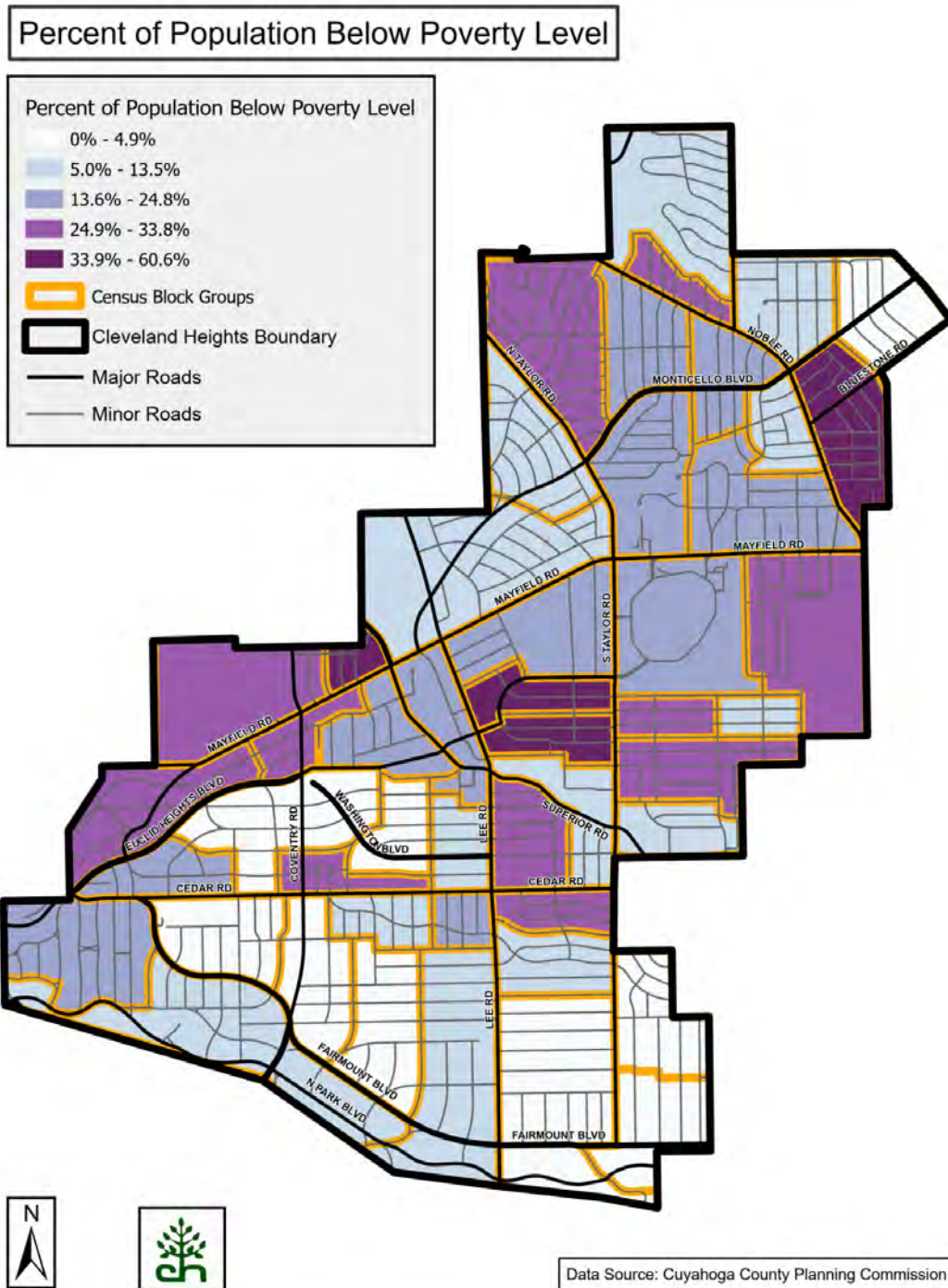


Figure 8: Map of population below the poverty level in Cleveland Heights

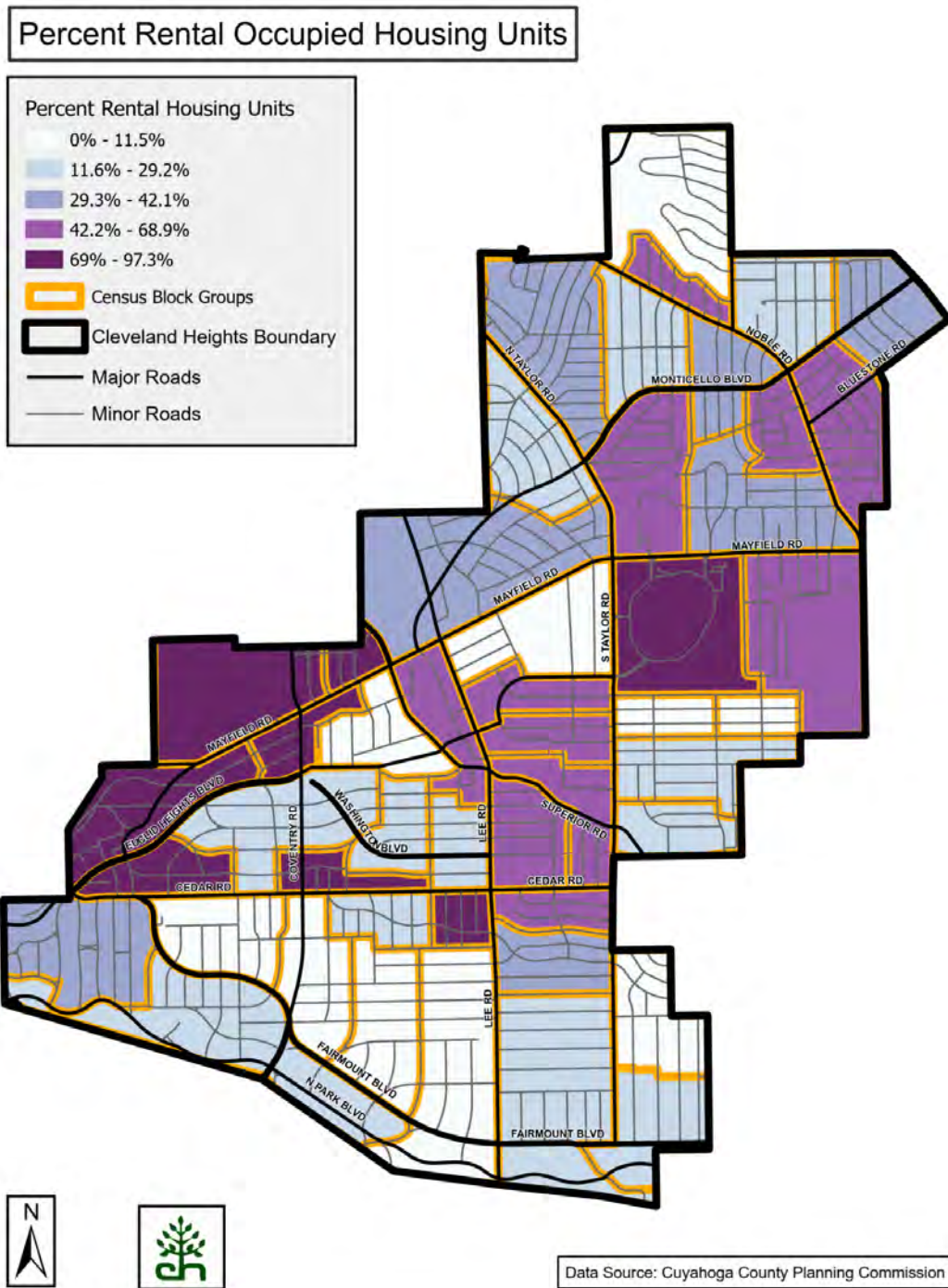


Figure 9: Map of rental occupied housing units in Cleveland Heights

Percent of Population Under Age 5

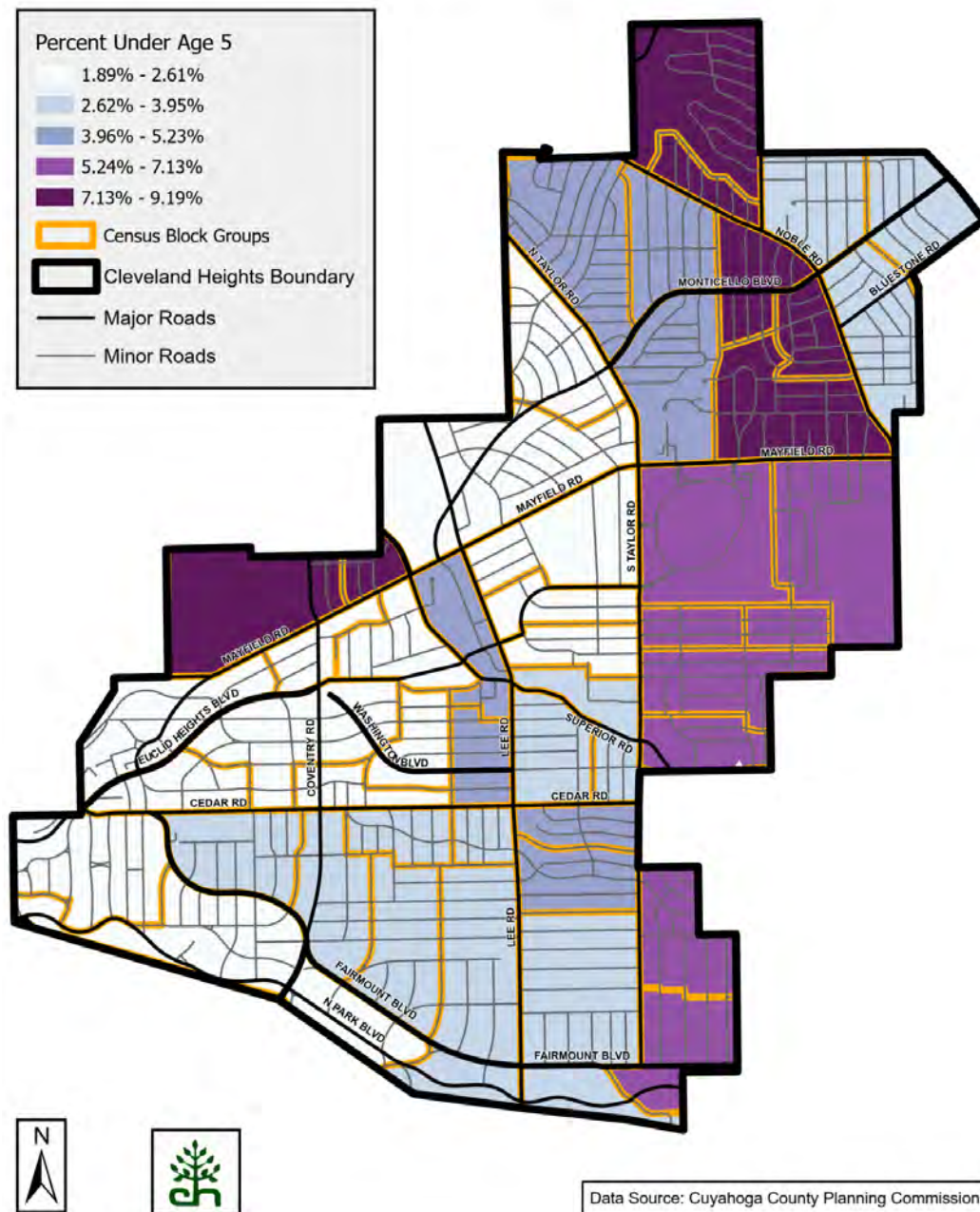


Figure 10: Map of population under 5 years old in Cleveland Heights

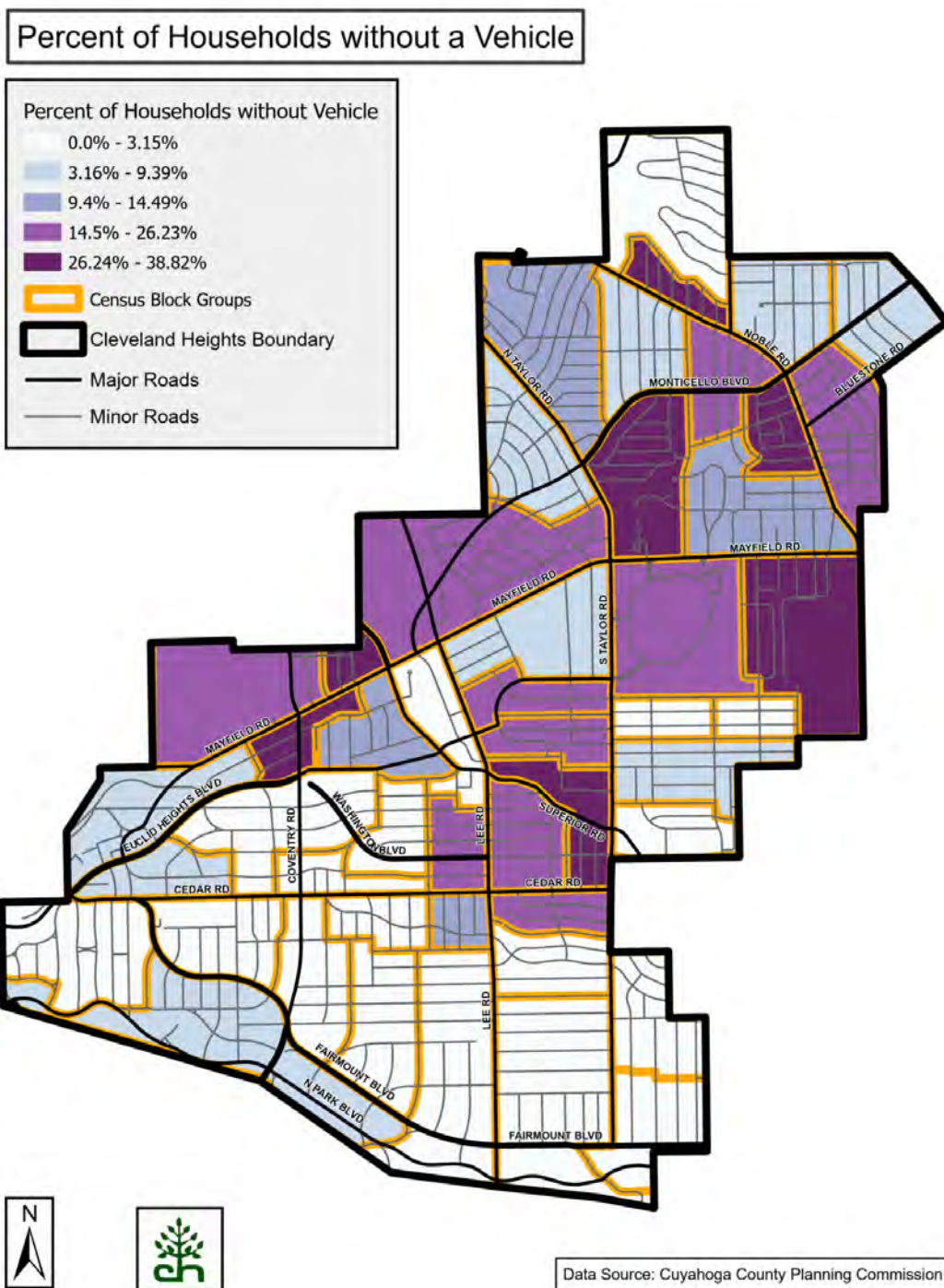


Figure 11: Map of households without a vehicle in Cleveland Heights

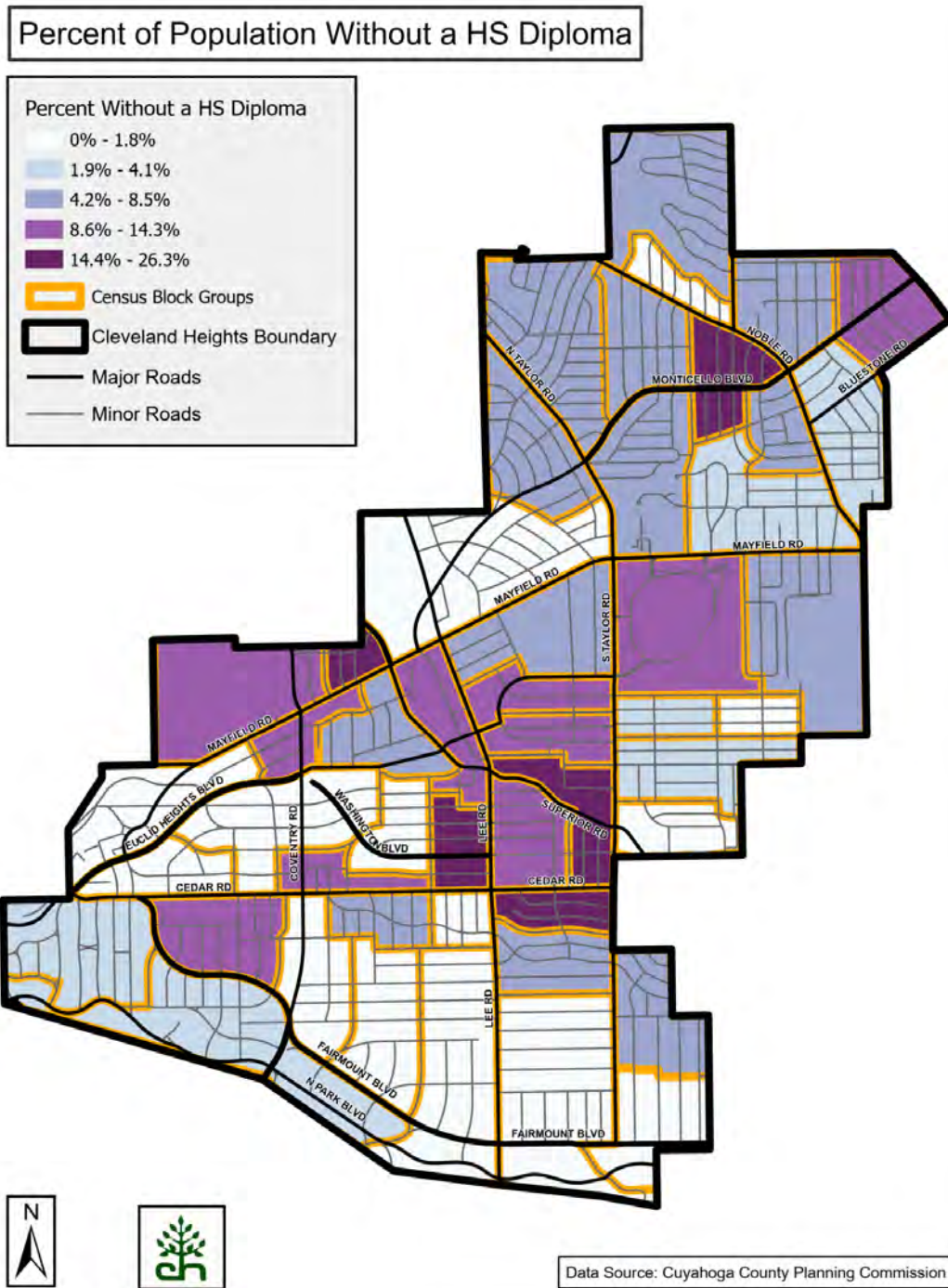


Figure 12: Map of population without a high school diploma in Cleveland Heights

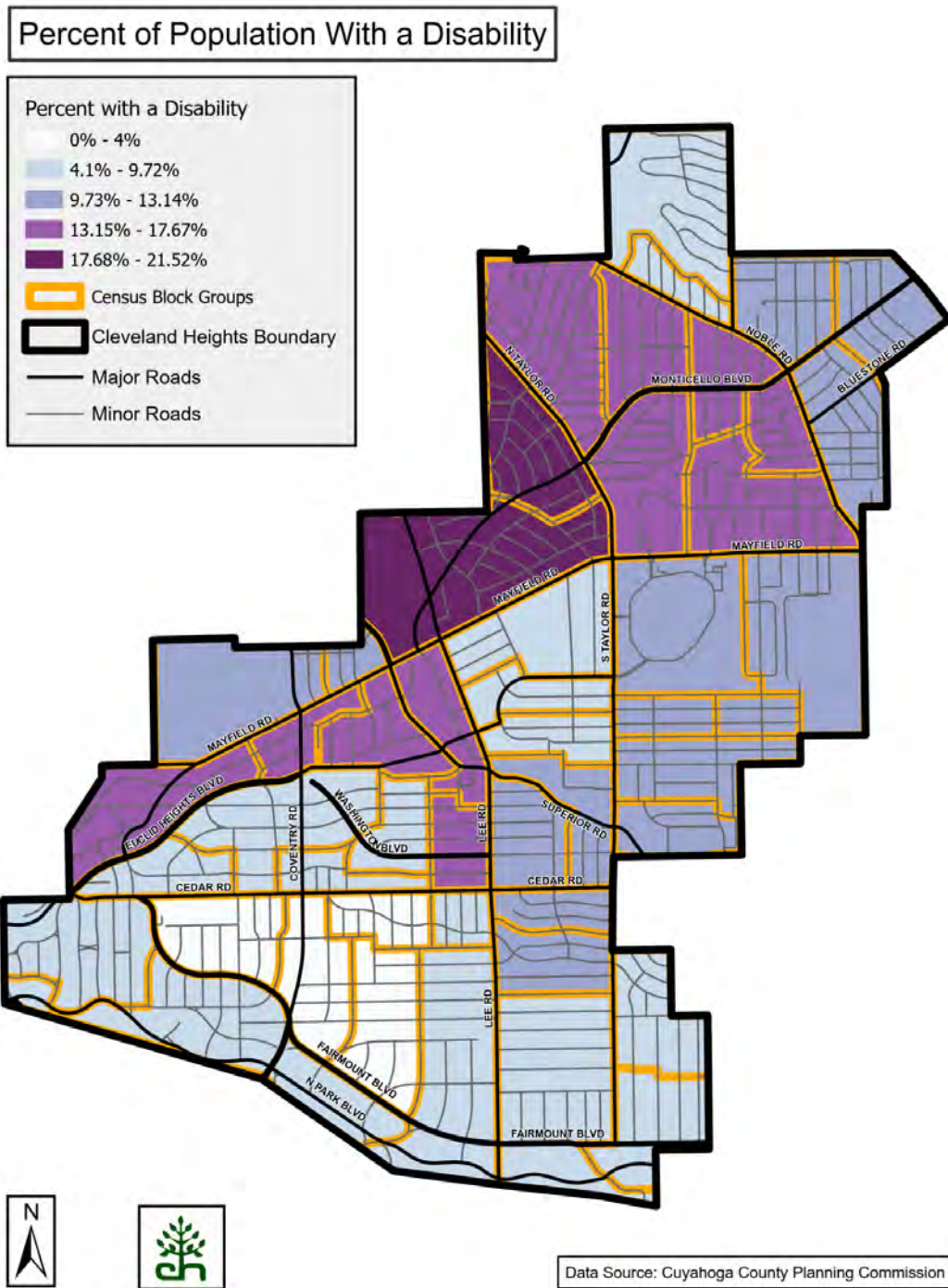


Figure 13: Map of population with a disability in Cleveland Heights

Hazards Analysis and Methodology

A Climate Vulnerability and Risk Assessment for Cleveland Heights includes two parts: an analysis of what areas of the city and what populations are vulnerable to the effects of climate change and an analysis of the hazards that are likely to threaten them. The Cuyahoga County Climate Change Vulnerability Assessment provides a useful means to identify who and what are most at risk from climate change. However, the study was last updated in May 2019 and the scores are limited to a direct comparison to the average Census Tract in the County. It also does not identify possible climate hazards.

To supplement the County vulnerability assessment, we conducted a hazard analysis. For details on other plans reviewed, methodology, and complete hazard analysis, please see [Appendix A](#). A summary of this analysis is included below.

Climate Risk, Asset and Physical Factor Exposure Matrices

There are eight main hazards that are currently impacting Cleveland Heights and are projected to worsen with climate change. A hazard is a climate-related physical event or trend that can cause damage and impacts to the environment, people, and infrastructure.

Hazard	Summary of Potential Impacts on Cleveland Heights
Severe Weather: Thunderstorms	Increase in Midwest storms and weather variability is predicted during the spring. Storm events may see greater intensity as well.
Severe Weather: Tornado and High Winds	Increase in Midwest storms and weather variability is predicted, with the highest increases in the spring. Tornado distribution may shift with overall weather patterns, moving areas with greater tornado frequency East.
Severe Weather: Extreme Precipitation	Increase in Midwest storms and weather variability is predicted, with the highest increases in the spring. Increase intensity of precipitation predicted and increasingly observed in Cuyahoga County and the Great Lakes region.
Severe Weather: Winter Weather	Jet stream movement may result in intense cold events with displaced Arctic air, even as average temperatures increase. Temperature increase and variability projected for Northeast Ohio will result in more frequent freeze-thaw cycles, impacting roads and infrastructure.
Flooding	Increase in intense precipitation events projected for Cuyahoga County and the Great Lakes region will result in increased flooding.
Extreme Heat	Overall increase in temperatures moderated by proximity to Lake Erie. Humidity may become a human health concern when compounded with heat.
Air Quality	Smoke from regional wildfires and increased surface-level ozone may adversely impact overall air quality.

Drought	Precipitation changes are expected to result in increased events, but longer dry spells as well with projected increases of up to 20 more dry days annually in Cleveland Heights. More extreme conditions increase the chance of drought.
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Table 3: Climate Hazards and Summary of Potential Impacts on Cleveland Heights

We developed a Climate Risk Assessment Matrix for Cleveland Heights identifying various potential hazards, evaluating their current and future risks based on the probability of the hazard occurring and the severity of its impact, and assigning a modified Composite Risk Priority Index (CPRI) score. The Composite Risk Priority Index is a methodology commonly recommended by FEMA and used in hazard mitigation planning to assist communities in better understanding relative risk from hazards. The Modified CPRI incorporates both current and future projections of climate-related hazards by assigning weighted scores to the overall exposure to risk severity and probability of risk.

Scores are determined through a synthesis of a variety of sources, from historic data obtained from emergency management agencies and used in approved plans to climate projections from sources including the Fifth National Climate Assessment and other localized assessments. For Cleveland Heights, we also incorporated data from the Great Lakes Integrated Science Assessment hosted by the University of Michigan as well as data from the National Oceanic and Atmospheric Administration and presented by the National Environmental Modeling and Analysis Center (NEMAC) at the University of North Carolina Asheville.

The CPRI score ranks hazards but does not indicate the absolute importance of each priority. Instead, it serves as a tool to help decision-makers allocate resources. The matrix uses a red-to-blue color gradient to represent risk, from extreme (dark red) to minor (light blue).

Hazard	Present			Future			Modified CPRI
	Severity	Probability	Risk Score	Severity	Probability	Risk Score	
Severe Weather: Thunderstorms	3	4	12	4	5	20	6.15
Severe Weather: Tornado and High Winds	4	4	12	4	4	16	5.55
Severe Weather: Extreme Precipitation	3	2	6	4	5	20	5.25
Severe Weather: Winter Weather	3	4	12	3	3	9	4.95
Flooding	3	3	9	4	3	12	4.8

Extreme Heat	3	2	6	4	3	12	4.35
Air Quality	2	3	6	3	3	9	4.2
Drought	2	2	4	3	3	9	3.75

Table 4: Climate Risk Assessment Matrix for Cleveland Heights (source: Nutter Consulting)

The Asset Exposure Matrix below shows which climate hazards pose threats to different types of physical community assets (the buildings themselves, not the users). An “X” indicates that the climate hazard poses a threat to the type of community asset. (Note: air quality has specific impacts for healthcare facilities and associated equipment as well as plants and animals in the natural environment). Specific information about how these assets will be impacted by climate hazards is included in the [Cleveland Heights Climate Hazards Analysis section](#) of Appendix A.

	Severe Weather: Thunderstorms	Severe Weather: Tornado and High Winds	Severe Weather: Extreme Precipitation	Severe Weather: Winter Weather	Flooding	Extreme Heat	Air Quality	Drought
Residential Areas	X	X	X	X	X	X		X
Business Districts	X	X	X	X	X	X		X
Schools and Community Center	X	X	X	X	X	X		
Municipal Facilities	X	X	X	X	X			X
Major Roadways	X	X	X	X	X	X		
Healthcare Facilities	X	X	X	X	X	X	X	
Grocery Stores and Gas Stations	X	X	X	X	X	X		
Natural Environment	X	X	X	X	X	X	X	X

Table 5: Asset Exposure Matrix for Cleveland Heights (source: Nutter Consulting)

The Physical Factor Exposure Matrix shows how climate hazards impact the five physical factors identified in Cuyahoga County’s Vulnerability Assessment. An “X” indicates that the climate hazard will impact the physical factor.

	Severe Weather: Thunderstorms	Severe Weather: Tornado and High Winds	Severe Weather: Extreme Precipitation	Severe Weather: Winter Weather	Flooding	Extreme Heat	Air Quality	Drought
Heat Island Effect						X	X	
Flood Plain	X		X	X	X			X
Older Residential Buildings	X	X	X	X	X	X	X	X
Impervious Cover	X		X	X	X	X		
Lack of Tree Canopy	X	XX	X		X	X	X	X

Table 6: Physical Factor Exposure Matrix for Cleveland Heights (source: Nutter Consulting)

Based on our vulnerability and hazard assessments above, which utilize data from Cuyahoga County, the State of Ohio, the Great Lakes Integrated Science Assessment, U.S. Fifth National Climate Assessment, NOAA National Centers for Environmental Information, and other leading climate resilience research organizations whose most granular data available is at the census tract or zip code level. Overall, vulnerability is a result of underlying social factors often compounded by the differences in physical factors such as impervious cover, lack of tree canopy and heat island effect.

The City must take action on the vulnerabilities that have been highlighted. Strategies and noted actions which address the physical components are detailed in the [Taking Action: Climate and Resilience Strategies](#) section.



Climate-Impacted Populations in Cleveland Heights

Climate-impacted populations are those who are disproportionately affected by climate change and/or experience unique challenges for climate adaptation. Climate justice and environmental justice are key priorities for the Cleveland Heights community. Climate justice acknowledges and addresses the fact that climate change disproportionately affects those who are disadvantaged and low-income, and communities of color.⁶ Similarly, environmental justice entails equal treatment and meaningful involvement of all people so that everyone is fully protected from disproportionate health and environmental effects and have equitable access to a healthy, sustainable, and resilient environment.⁷

As reflected in the Cuyahoga County Climate Change Vulnerability Assessment Map included on page 27, Cleveland Heights must consider both physical and social factors that contribute to climate change vulnerability. To better understand who is impacted in Cleveland Heights and how, we analyzed climate, environmental, economic, and social data using two tools developed by the federal government aimed at understanding equity issues.

The Climate and Economic Justice Screening Tool (CEJST) identifies disadvantaged communities by measuring the burdens placed upon them using indicators in eight categories:

- Climate change
- Energy
- Health
- Housing
- Legacy pollution (historically polluted areas)
- Transportation
- Water and wastewater
- Workforce development

Map of the Disadvantaged Communities in Cleveland Heights

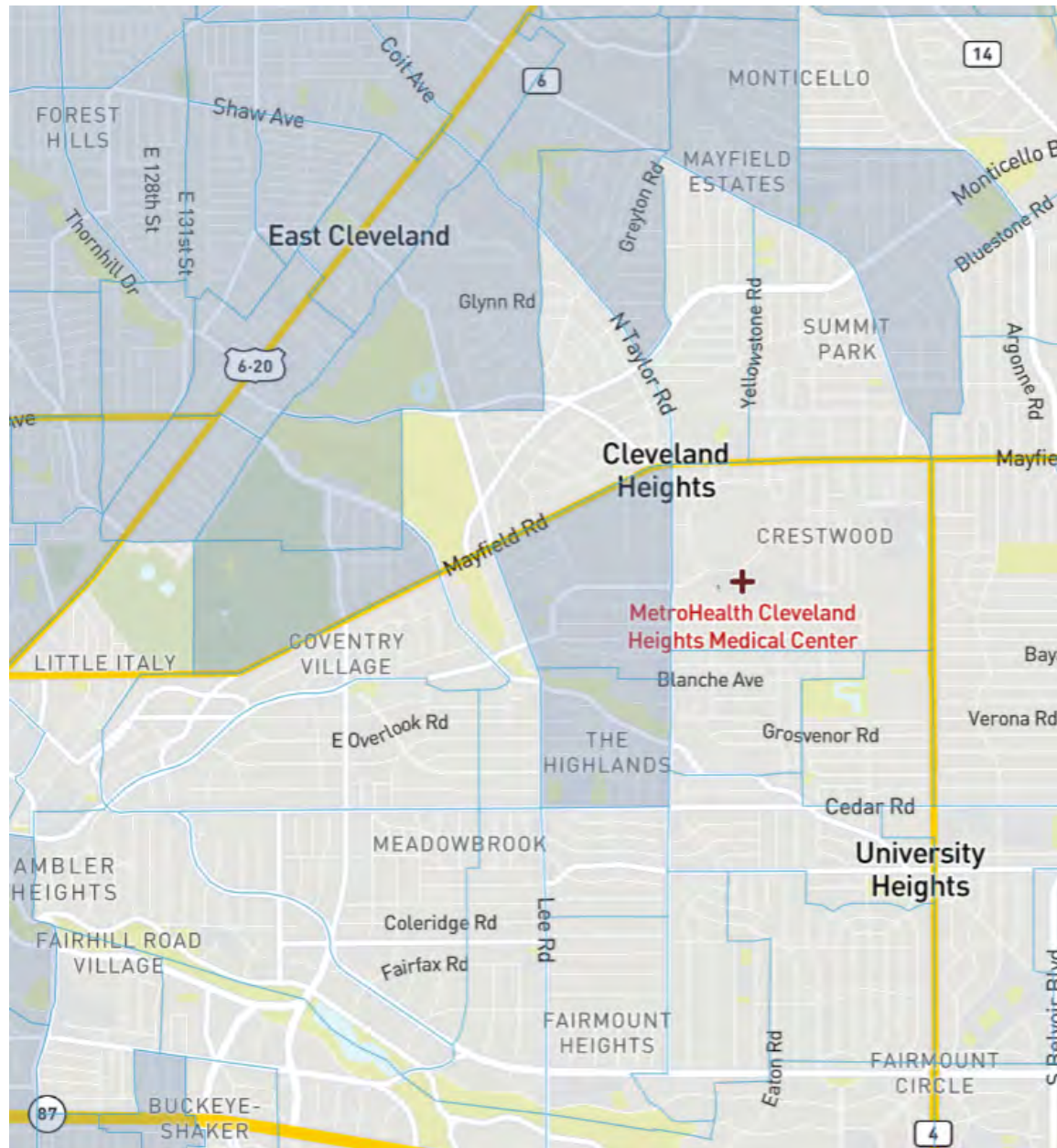


Figure 14: Climate and Economic Justice Screening Tool showing disadvantaged communities in Cleveland Heights shaded in blue

Through the CEJST, we identified six disadvantaged communities experiencing disproportionate climate and economic burdens within the 20 census tracts that comprise Cleveland Heights.

Across these burdens, lead paint and asthma have the most significant impact on Cleveland Heights. Seventeen census tracts are above the 90th percentile for prevalence of

lead paint and eight census tracts are above the 90th percentile for rates of asthma—indicating that those problems are worse than 90% of the census tracts in the country.

We also used the US EPA’s environmental justice mapping and screening tool, EJScreen, to analyze eight environmental and socioeconomic indicators. The table below shows the number of census tracts that scored above the 90th percentile on specific indicators compared to the national average.⁸

EJScreen Indicator	# of CTs above 90th percentile
Lead Paint	5
Ozone	4
Toxic Releases to Air	4
Particulate Matter 2.5	3
Underground Storage Tanks	2
Diesel Particulate Matter	1
Traffic Proximity	1
Hazardous Waste Proximity	1

Table 7: EJScreen environmental indicators by Census Tract scoring above the 90th percentile

Map of Lead Paint in Cleveland Heights

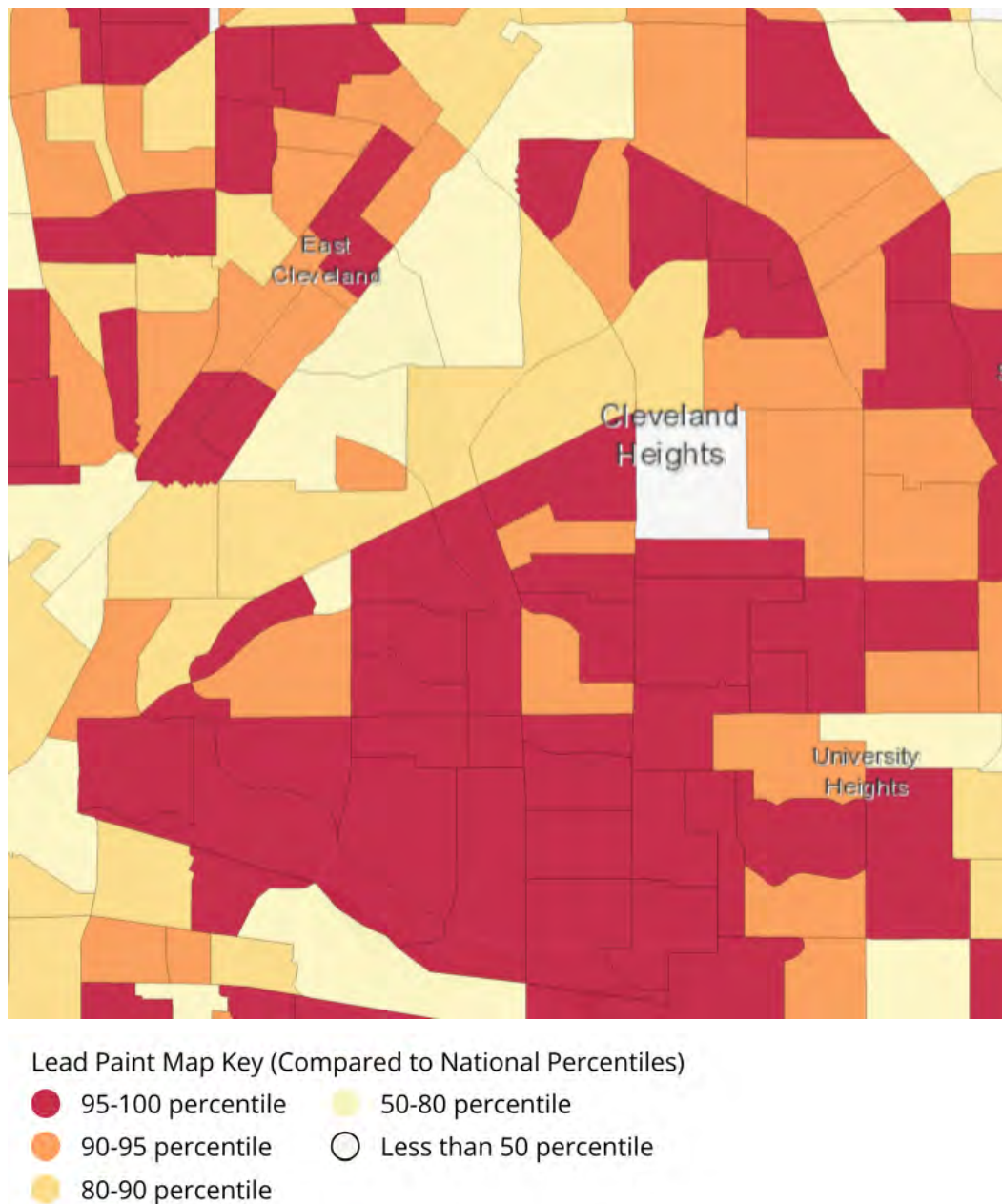


Figure 15: EJScreen Map showing the prevalence of lead paint in Cleveland Heights

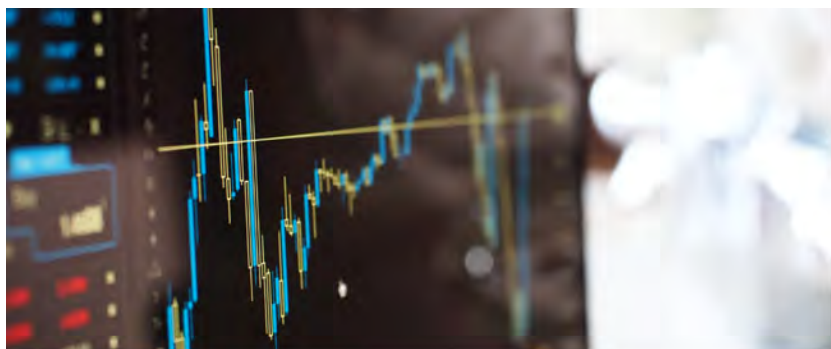
From this analysis, it is clear that lead paint prevalence and air pollution from particulate matter, ozone, and toxic releases are the most significant environmental burdens affecting the Cleveland Heights community.

Reflections from the Community on Climate Change Impacts

In addition to analyzing this data, we gathered feedback on the community's lived experience to understand climate impacts on disadvantaged population groups. At the first community workshop held in May, participants joined breakout groups to discuss how disadvantaged groups are disproportionately impacted by climate change. The specific groups and the impacts they are currently experiencing from climate change include:

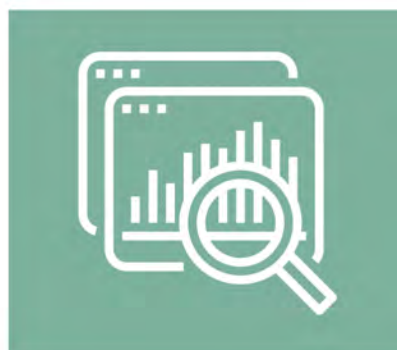
- **Business Owners:** Resilience improvements to buildings, such as fortifying structures against extreme weather, can be costly. Additionally, transit disruptions caused by severe storms or flooding can hinder employees' ability to commute and prevent customers from going to local businesses.
- **Low-Income Households:** Low-income households have limited financial ability to pursue home improvements that enhance resilience, making occupants more vulnerable to climate hazards like extreme hot and cold temperatures.
- **Mobility and Transit-Dependent Populations:** Severe storms and floods make travel difficult and dangerous for people with mobility challenges or who use public transit. Poor infrastructure, such as cracked sidewalks, creates additional barriers. Exposure to severe weather including extreme heat, poor air quality, and icy conditions, while waiting outdoors further increases health and safety risks for these populations.
- **Renters and Multi-family Households:** Renters and multi-family households often have limited control over building improvements, leaving them vulnerable to climate impacts such as increased moisture in basement apartments from flooding and excessive heat in attic units due to poor air circulation and roof quality. Additionally, incoming climate migration is likely to drive up rent prices, further straining affordable housing options.
- **Seniors:** Seniors experience the most climate-related health risks. Many seniors are aging in place and their homes need improvements to ensure resilience and safety. In addition, financing climate actions, like energy efficient appliances, is difficult, due to fixed income and lack of knowledge.
- **Youth:** Youth are particularly vulnerable to both the physical and mental health impacts of climate change. They face increased risks of asthma, allergies, and anxiety about the future climate crisis. Poor air quality, extreme heat, and severe storms not only damage their health, but also affect their education, sports, and activities.





SECTION 3:

Greenhouse Gas Inventory



What is a Greenhouse Gas Inventory?

A greenhouse gas (GHG) inventory is an accounting of the emissions which result from the different processes that support everyday life within Cleveland Heights. An inventory itself should not interpret results, but simply provide data in an objective manner for further analysis and contribute to a comprehensive understanding of the city's environmental footprint. The analysis was conducted by Power a Clean Future Ohio (PCFO) through the no-cost technical assistance program. Please see Appendix B for the methodology used. The GHG inventory informs the strategies included later in the plan, by identifying those sectors that will make the biggest impact on GHG emissions in Cleveland Heights.

Scope of Emissions Included:

- **Scope 1 emissions:** Direct emissions from the combustion of fossil fuels and other processes, such as the use of gasoline for vehicles.
- **Scope 2 emissions:** Indirect emissions from purchased electricity, steam, or other forms of energy.
- **Scope 3 emissions** are generally those that happen outside of the city boundary, but are related to activities occurring in Cleveland Heights.

Community-wide Inventory

Total GHG Emissions

Total emissions for Cleveland Heights in 2022 were 286,633 MT CO₂e (metric tons of carbon dioxide). With a population of 45,002, the per capita amount of emissions is 6.37 MT CO₂e per person, which is generally considered low in Ohio among peer suburbs of a similar size. This is primarily due to the residential nature of the city. The lack of a significant industrial sector or airport also contributes to the low per capita emissions rate.

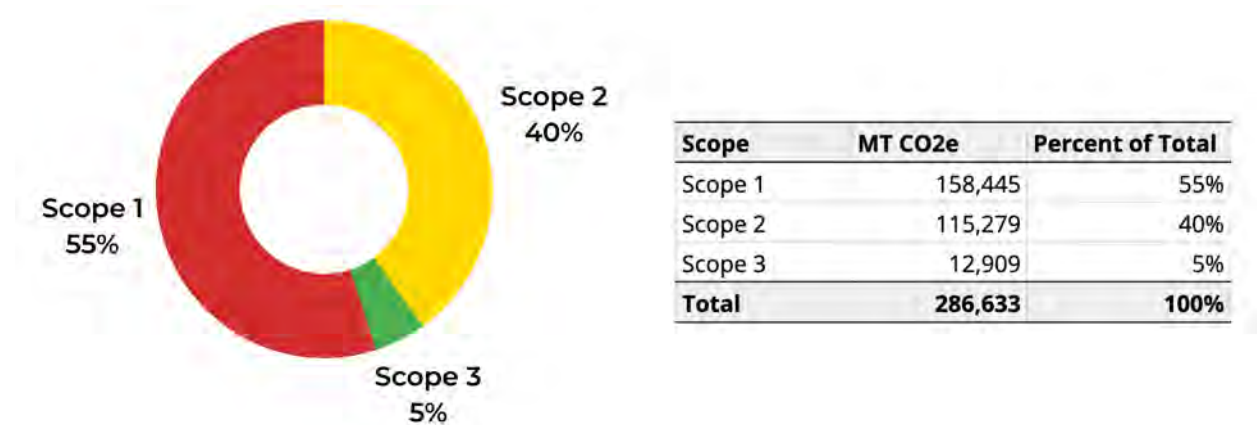


Figure 16 and Table 8: Community-wide greenhouse gas emissions by scope

Sector Emissions

The analysis assessed emissions across eight different sectors. As would be expected because Cleveland Heights is a largely residential community and because buildings are a common source for carbon emissions in cities generally, the Residential Sector produced the majority of emissions (60%). Transportation and the Commercial Sector produced 17% and 16% of total emissions, respectively. Waste, the Industrial Sector, Process and Fugitive Emissions, and Water Treatment produced the remaining 8% of total emissions for the city. It should be noted that the tree canopy is sequestering around 1% of total emissions.

“Fugitive emissions” are unintentional releases of gasses. The greenhouse gas inventory accounts for leaks that are common when natural gas and other gaseous fuels are transported or used, including small leaks that you can smell when turning on a gas stove.

Sector	MT CO2e	Percent of Total	MT CO2e Per Capita
Residential Energy	171,348	60%	3.81
Transportation & Mobile Sources	48,142	17%	1.07
Commercial Energy	44,634	15%	0.99
Solid Waste	12,805	4%	0.28
Industrial Energy	7,856	3%	0.17
Process & Fugitive Emissions	3,244	1%	0.07
Water & Wastewater	380	0.1%	0.01
Tree Canopy	-1,500	-1%*	-0.03
Total Gross Emissions	288,409	100%	6.41
Total Net Emissions	286,909	99%	6.38

* A negative value indicates carbon removal through sequestration.

Table 9: Community-wide greenhouse gas emissions by sector

Cleveland Heights Community-wide GHG Emissions (2022)



Figure 17: Donut chart of community-wide greenhouse gas emissions by sector

City Operations Inventory

Total GHG Emissions

Total gross emissions for Cleveland Heights from city operations in 2022 were 5,752 MTCO₂e.

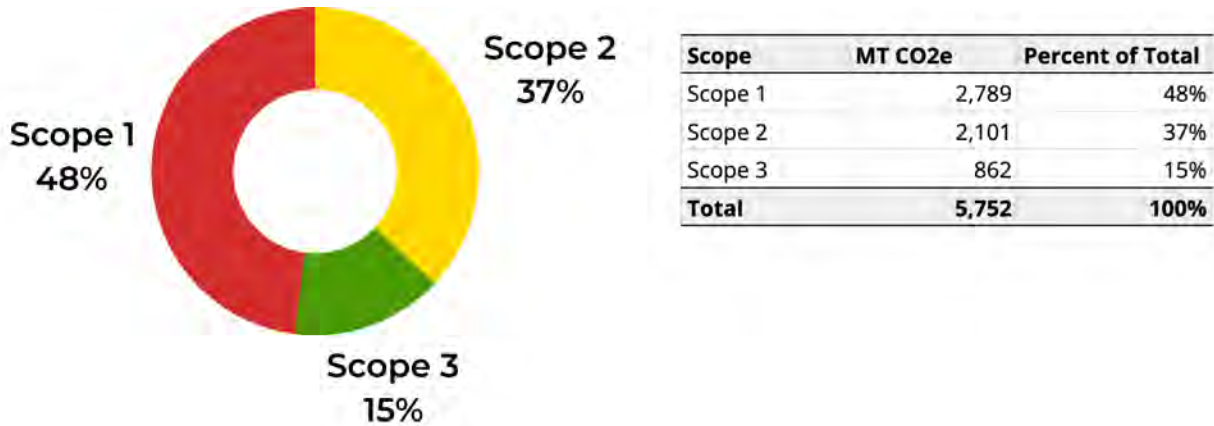


Figure 18 and Table 10: City operations greenhouse gas emissions by scope

Sector Emissions

The analysis assessed the City's emissions produced across ten sectors. Electricity produced the majority of emissions (35% from direct use and another 2% from line loss). Transportation & Mobile Sources and Stationary Combustion were the next highest sources of emissions, producing 33% and 15% respectively. In the chart below, 'Mobile Combustion' encompasses emissions from the burning of fossil fuels by mobile sources, including fleet vehicle transportation. 'Stationary Combustion' includes emissions from the burning of fossil fuels by stationary sources, including natural gas use in buildings. The 'Other' category includes line loss, which occurs as electricity is transported across the grid, and fugitive emissions (unintentional gas leaks) from the use of natural gas. Emissions from city operations represent 2% of all city emissions so improving city emissions alone is not enough to reach our carbon goals. We must all work together community wide to make an impact.

Sector	MT CO2e	Percent of Total
Electricity	2,016	35%
Transportation & Mobile Combustion	1,894	33%
Natural Gas & Stationary Combustion	885	15%
Water & Wastewater Treatment	380	7%
Employee Commute	328	6%
Solid Waste	154	3%
Other	95	2%
RECS	0	0%
Agriculture & Land Management	0	0%
Urban Forestry	-866	-15%
Total Gross Emissions	5,752	100%
Total Net Emissions	4,886	85%

Table 11: City operations greenhouse gas emissions by sector

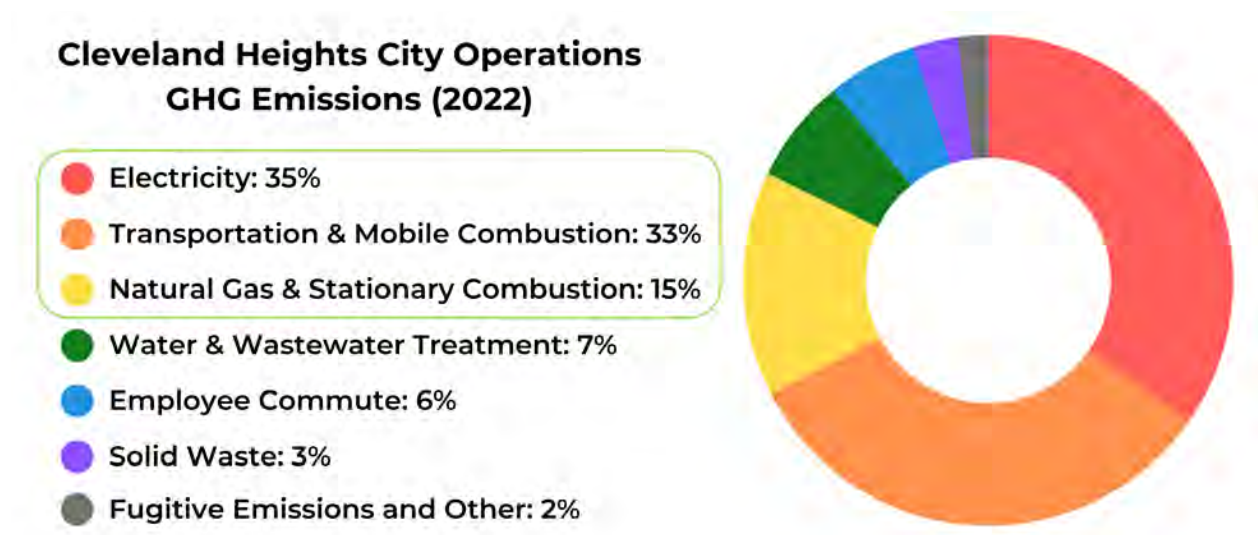


Figure 19: Donut chart of city operations greenhouse gas emissions by sector

Science-based Modeling and Forecasting: Pathways for Greenhouse Gas Reduction

The City of Cleveland Heights joined ICLEI (International Council for Local Environmental Initiatives) and has access to the ClearPath tool (a cloud-based software platform that helps local governments manage energy and emissions) to conduct both our Greenhouse Gas Emissions Inventory and the forecast for future projected emission reductions through 2030. One of the core components of our approach to climate action planning in our City is using science-based targets (below) aligned with the latest climate science to guide our development of the goals, strategies and action for this plan. Using these science-based targets also help us to align with the Paris Agreement and the United Nations commitment to keep global warming below 1.5 degree C. The Intergovernmental Panel on Climate Change (IPPC) asserts that in order to achieve this goal, communities around the world must reduce global emissions by 50% by 2030 and achieve carbon neutrality by 2050 (*the City of Cleveland Heights' currently codified near-term goal is to reduce GHG emissions by 30% by 2030. The City will be reviewing the 2030 goal to determine if the City would like to align with the IPPC goal of 50% by 2030*).

The ICLEI forecast modeling tool has recommended 6 specific “High Impact Pathways” which are defined as the ways that will provide the highest greenhouse gas emissions reduction in the areas with the most emissions - buildings and energy as well as transportation. These pathways and the estimated emission reductions are:

High Impact Pathway	Reduction Target by 2030	Reduction by 2030 (MTCO ₂ e)
Commercial Electrification and Efficiency - Natural Gas	5% by 2030- businesses receiving energy efficiency and electrification retrofits	4,323
Residential Electrification and Efficiency - Electricity	5% by 2030 - homes receiving energy efficiency and electrification retrofits	3,237
Commercial Electrification and Efficiency - Electricity	5% by 2030- businesses receiving energy efficiency and electrification retrofits	1,002
Residential Electrification and Efficiency - Natural Gas	5% by 2030 - homes receiving energy efficiency and electrification retrofits	24,999
Electric Vehicles and VMT reduction - Gasoline	10% reduction in VMTs by 2030 16% VMT done by EVs by 2030	7,460
Electric Vehicles and VMT reduction - Diesel	10% reduction in VMTs by 2030 16% VMT done by EVs by 2030	1,303
Total Emissions Reduced		42,324

Table 12: High Impact Pathways with reduction targets and greenhouse gas emissions

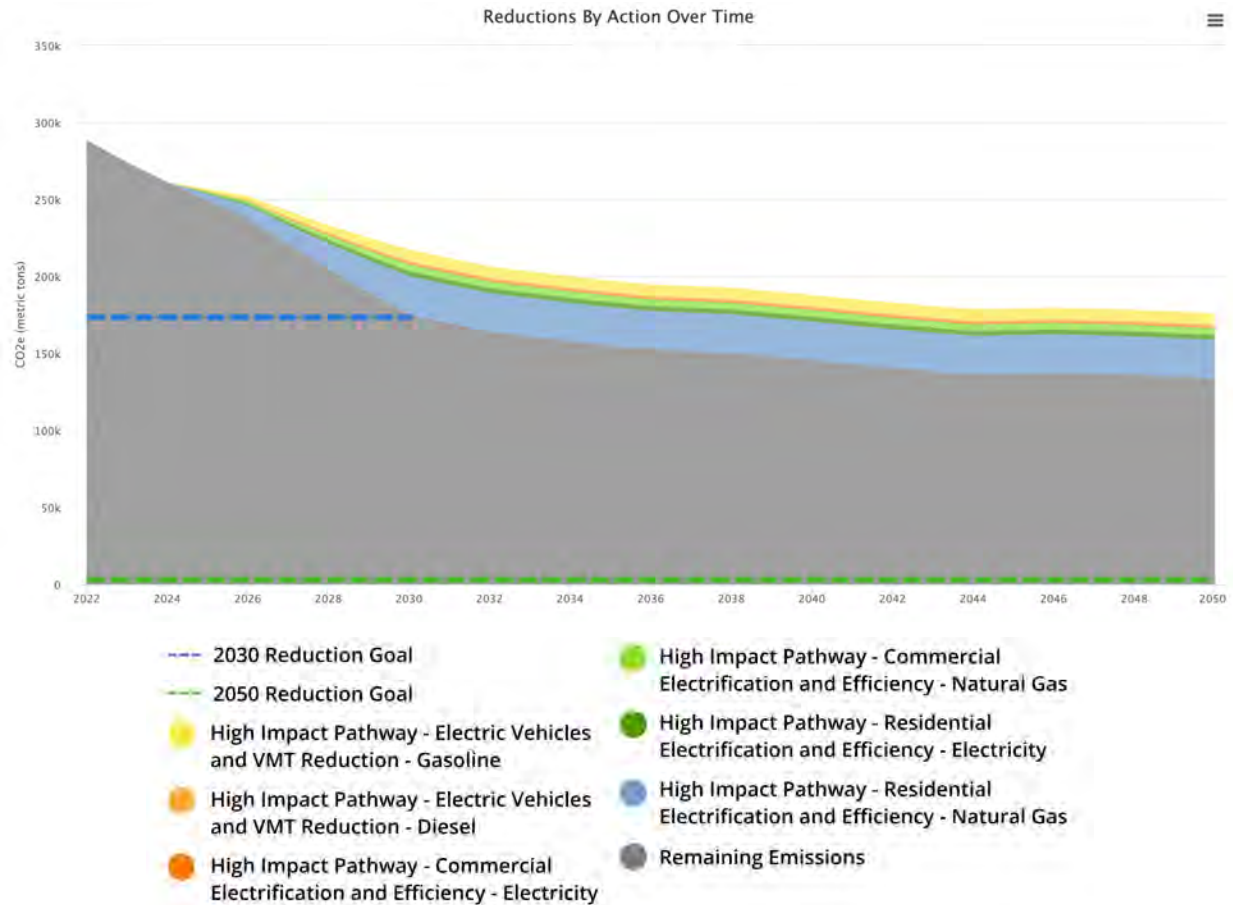


Figure 20: Chart of greenhouse gas emission reduction from High Impact Pathways

Cleveland Heights is projected to achieve a 39.3% reduction by 2030 compared to the 2022 baseline, exceeding the City’s 30% reduction goal.

Figure 20 demonstrates the expected greenhouse gas emissions reduction resulting from the implementation of the High Impact Pathways, as well as the remaining community-wide emissions through 2050. The chart begins with the 2022 baseline of 288,410 MTCO₂e (metric tons of carbon dioxide equivalent). Under a Business As Usual (BAU) scenario, meaning that no climate action is taken, Cleveland Heights’s greenhouse gas emissions are projected to gradually decrease due to population decline and regional grid decarbonization (70,983 MTCO₂e by 2030). These factors are based on population change projected by the Ohio Department of Development and regional grid decarbonization modeled by the National Renewable Energy Laboratory. With the additional 42,324 MTCO₂e reduction from the High Impact Pathways, Cleveland Heights will achieve a 39.3% reduction by 2030, reducing carbon emissions to 175,103 MTCO₂e.

Based on the projected City GHG emissions that will remain through 2050, there are 133,617 MTCO₂e that need to be mitigated to reach the 2050 carbon neutrality goal. The City’s Greenhouse Gas Inventory will be updated every two years to evaluate the mitigation results of the High Impact Pathways, along with the other strategies in this living document. To address

remaining emission after plan implementation, the City can pursue carbon sequestration measures focused on ecosystem restoration, urban greening, and compost production. In addition, the city can also look into new technologies and/or by purchasing verified carbon offsets to reach carbon neutrality.

The Climate Forward Plan is a living document that will be updated every 3-5 years. Annual progress reports regarding the monitoring and verification of the results of implemented policies and measures will also be conducted. The two charts below show the impact of these pathways over time. Steps to reach this goal are shown in the [Taking Action: Climate and Resilience Strategies](#) section.

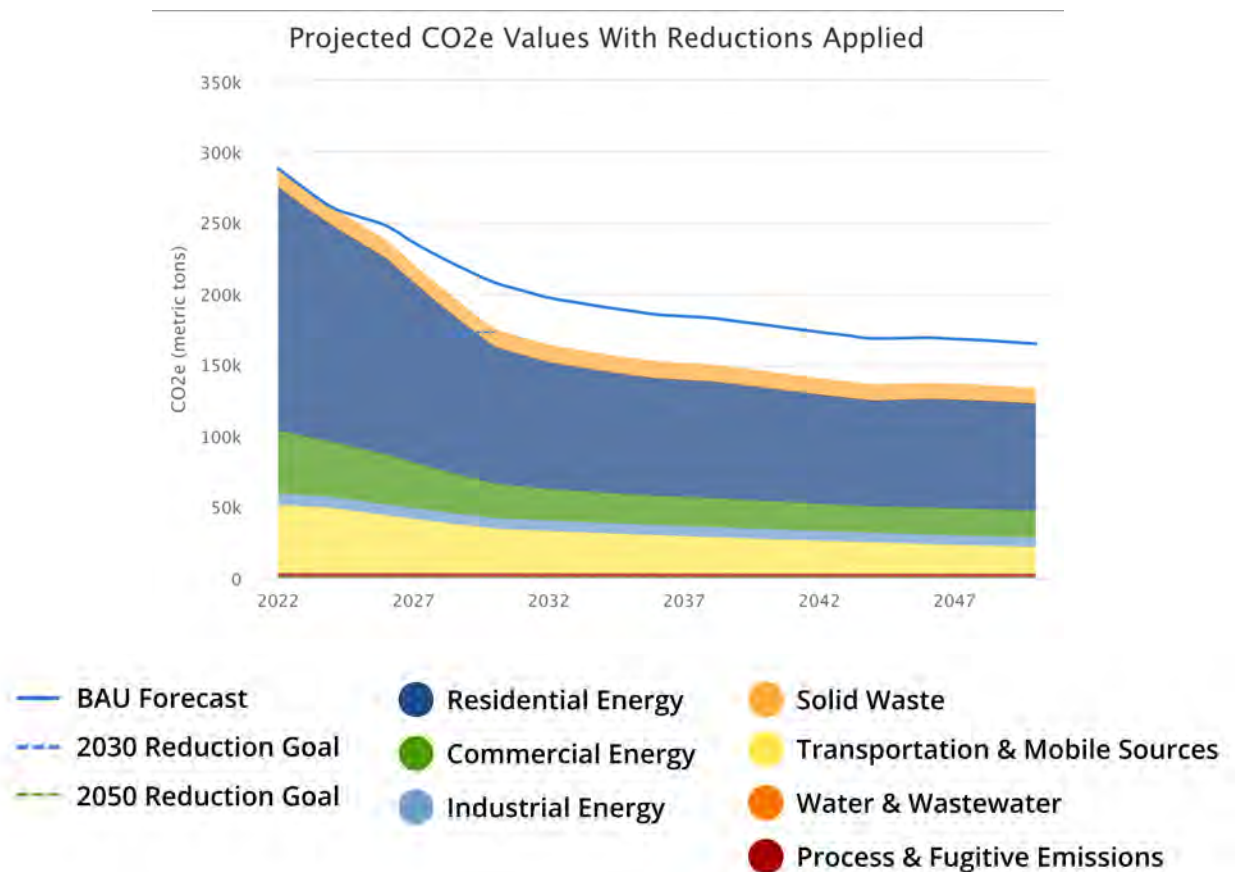


Figure 21: Chart of projected greenhouse gas emission reduction from High Impact Pathways by sector

Figure 21 displays the projected greenhouse gas emission reduction from the High Impact Pathways across seven sectors through 2050, with the greatest reduction achieved in the residential energy sector. Through the implementation of High Impact Pathways, the City can reduce emissions beyond the projected BAU scenario (depicted by the blue line).



SECTION 4: Taking Action: Climate and Resilience Strategies



Informed by community feedback and City government priorities, we have identified four co-benefits for each action of the Climate Forward Plan. Co-benefits are the positive effects that a policy or action can have on multiple objectives, beyond its primary goal (Intergovernmental Panel on Climate Change, Assessment Report 3). It is important to highlight the co-benefits of the actions below to support the City in prioritizing implementation and understand how the actions will provide benefits to the community.

- **Greenhouse gas (GHG) mitigation** is the reduction in community emissions that contribute to climate change.
- **Resilience** is the capacity of individuals, businesses, institutions, and infrastructure to adapt and thrive in the face of climate impacts.
- **Climate equity** recognizes that disadvantaged communities are disproportionately affected by climate change and strives to ensure that all individuals have access to the resources to protect themselves from the impacts of climate change.
- **Public health** encompasses activities to improve the physical and mental health of the community.

The strategies are grouped into seven sections: Buildings and Energy, Transportation, Materials and Waste, Water and Wastewater, Air Quality and Public Health, Food Systems and Natural Areas and Land Use. The strategies and the action outlined below are intended for implementation by both the City government as well as the community as a whole.



Buildings and Energy

High Impact Pathway	Reduction Target by 2030	Reduction by 2030 (MTCO ₂ e)
Residential Electrification and Efficiency - Natural Gas	5% by 2030 - homes receiving energy efficiency and electrification retrofits	24,999
Commercial Electrification and Efficiency - Natural Gas	5% by 2030- businesses receiving energy efficiency and electrification retrofits	4,323
Residential Electrification and Efficiency - Electricity	5% by 2030 - homes receiving energy efficiency and electrification retrofits	3,237
Commercial Electrification and Efficiency - Electricity	5% by 2030- businesses receiving energy efficiency and electrification retrofits	1,002

Table 13: High Impact Building and Energy Pathways

Strategy 1.1: Increase community access and use of renewable energy, including solar, wind, and geothermal

In Ohio, fossil fuels dominate heating and electricity generation, with only 4% of in-state electricity generation powered by renewables in 2022.⁹ Considering Ohio's reliance on fossil fuels, expanding the community's access and deployment of renewable energy is critical to decarbonizing our buildings and energy sector. Emissions from residential and commercial buildings in Cleveland Heights account for over 75% of the community's total emissions profile. In conversations with the community, residents were strongly supportive of expanding local clean energy generation, citing the importance of creating community-serving resources that reduce the city's reliance on the Ohio grid. By expanding the community's access to renewable energy in an equitable way, Cleveland Heights can reduce greenhouse gas emissions and lower utility costs.

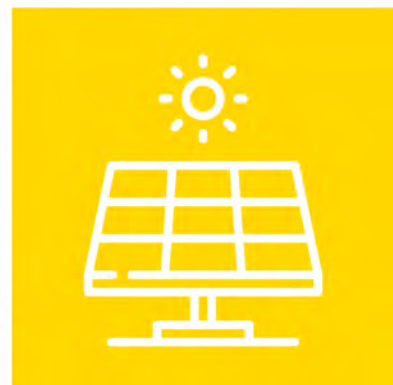
There are several sites within the community that can be leveraged for utility-scale solar development. The City can play a critical role in identifying these sites, engaging local partners and vendors, and developing the financing strategy for implementation. When identifying potential sites, the City will evaluate factors such as available land, ecological impact, existing electrical infrastructure, and proximity to residential and commercial properties. By taking a proactive role in selecting sites, the City can leverage existing developed, but underutilized sites,

such as the Severance Town Center, to reduce environmental impact and select a location that can maximize benefits to neighboring businesses and low-income residents. Additional strategies, like co-location of native plants and wildlife habitats, can also provide positive ecological benefits.

Under the Inflation Reduction Act (IRA), homeowners can access financial incentives for renewable energy systems, making clean energy more accessible and affordable. The Residential Clean Energy Credit provides a 30% federal tax credit for the installation of solar panels, solar water heaters, geothermal heat pumps, and other renewable energy systems. This credit covers not only the cost of the equipment but also installation expenses, helping homeowners significantly reduce their reliance on fossil fuels and transition to cleaner energy sources. Everyone is eligible to access this incentive through 2032, though since funds are provided in the form of a tax credit, the amount received cannot exceed taxes owed to the IRS.¹⁰

Progress to Date: Cleveland Heights has made progress in increasing the accessibility and implementation of solar for residential electricity. In 2018, the City of Cleveland Heights joined Northeast Ohio Public Energy Council (NOPEC), an energy aggregation nonprofit that utilizes bulk purchasing power to negotiate electric and natural gas rates. Starting January 2023, the City joined NOPEC's Green Community Choice Program, which provides 100% renewable energy for electricity aggregation.¹¹ From August 2023 to July 2024, 15,206 residential households participated in the 100% renewable option, purchasing a total of 8.9 million kWh. During the same period, 824 commercial participants purchased more than 1 million kWh.

Cleveland Heights residents have also installed solar power on their properties. As of 2023, 642.6 kW of solar installations on residential properties have been deployed through a total of 104 interconnected projects. Across the 20 census tracts in Cleveland Heights, there is an average household solar adoption rate of 0.56%.¹² Increasing this relatively low residential solar adoption rate can reduce household energy costs, expand local clean energy generation, decrease greenhouse gas emissions, and reduce reliance on fossil fuels.



Strategy 1.1 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 1.1.1: Increase adoption of NOPEC's local renewable energy aggregation program (and other energy aggregation providers)	High	Low	High	Medium
Action 1.1.2: Provide information to residents on how to access tax credits and other incentives to implement residential solar as well as heat pumps	High	High	High	Medium
Action 1.1.3: Encourage local business to conduct a solar feasibility assessment for their property	High	High	Low	Medium
Action 1.1.4: Create incentives such as fast tracked permitting for new multi-family and commercial buildings to install on-site solar	High	High	High	Medium
Action 1.1.5: Advocate for state policies that increase access and adoption of solar, including community solar	High	High	High	High
Action 1.1.6: Work with the regional green bank, GO Green Energy Fund, to provide access to solar energy for low-income households	High	Medium	High	Medium
Action 1.1.7: Collaborate with local partners to create a solar co-op for collective purchasing	High	Medium	High	Medium
Action 1.1.8: Establish a Carbon Neutrality Fund	High	Medium	High	Medium
Action 1.1.9: Invest in workforce development training for solar installations to benefit unemployed and underemployed community members	Medium	Medium	High	Low
Action 1.1.10: Review options to establish a baseline building performance standard for new construction	High	Medium	Low	Medium
Action 1.1.11: Identify sites for utility-scale solar developments and pursue implementation to provide clean energy to residential and commercial properties	High	High	High	Medium

Case Study: Cuyahoga Solar Co-op

In collaboration with Solar United Neighbors, a nonprofit solar organization, the 2023 Cuyahoga Solar Co-op provided residents with dedicated resources and support for installing solar panels on their home for a lower, group rate. Solar co-ops work by establishing a committee of its members to review proposals from solar providers in the area. The committee ensures that the installers have proper licensing, good references, and quality offerings for equipment and warranties. The committee then awards a contract to a single solar provider who will install the panels on each member's home, typically for a discounted group rate. By combining their purchasing power, the 70 members of the 2023 Cuyahoga Solar Co-op saved on the cost of transitioning to solar power, while doing so with support and expertise from Solar United Neighbors.

Strategy 1.2: Improve energy efficiency and expand clean energy use for municipal buildings

Electricity use accounts for 35% of the greenhouse gas emissions from City operations. Cleveland Heights has the opportunity to address energy usage intensity and emissions from its own buildings – the City's portfolio of municipally-owned buildings is an area of direct control and influence, and also offers a way to lead by example. By upgrading insulation, lighting, and HVAC systems, Cleveland Heights can lower energy consumption and reduce operational costs in our public buildings. Transitioning to renewable energy sources like solar, wind, or geothermal power for municipal buildings will help decrease reliance on fossil fuels and lower electricity costs. These measures will not only reduce the carbon footprint of city operations but also serve as a model for businesses and residents, encouraging broader adoption of sustainable practices across the community.

Progress to Date: Over the past five years, the City has undertaken several projects to implement clean energy and energy efficiency projects to reduce greenhouse gas emissions from city operations and capture cost savings. In 2020, the City of Cleveland Heights entered into a 30-year Power Purchase Agreement (PPA) with Enerlogics to install solar panels on City Hall, the Community Center, and the Service Garage. These solar installations were completed at no upfront cost to the City. Under the agreement, Cleveland Heights will purchase the electricity generated by the panels at 10 cents per kilowatt-hour (kWh) to begin, with a fixed annual rate increase of 1.75%. By the 30-year term's end, the rate will rise to about 17 cents per kWh. The agreement also provides the City with the option to purchase the solar panels and equipment at five-year intervals. After the first five years, the total purchase price for the equipment across all three buildings would be around \$1.6 million, with the price decreasing every five years to about \$143,000 in the final year of the contract.¹³

Solar on City Hall



In 2019, Cleveland Heights completed a \$6 million comprehensive Energy Efficiency project that addressed outdated equipment. The project was made possible through an Energy Savings Performance Contract (ESPC), which allowed the City to make critical capital investments at no upfront cost to the city. This financing method uses energy savings from the facility upgrades to repay the initial costs over time. Through this project's deployment, the City prioritized reducing energy and maintenance costs by applying green solutions, upgrading aging equipment to reduce capital improvements costs, and facilitating greater stewardship of City resources. One of the key project elements was citywide lighting upgrades, replacing 3,495 interior lamps to energy efficiency LEDs. Upgrades to the city's traffic signals, HVAC systems, and other areas of inefficient energy usage resulted in a drop from baseline annual energy costs of about \$750,000 to around \$350,000, saving nearly \$400,000. The emissions reduction that resulted from the project is similar in scale to the carbon sequestered by 3,300 acres of forest.¹⁴

The City is currently partnering with Leopardo Energy to implement additional energy efficiency upgrades to city facilities, including the Cain Park Amphitheater, City Hall, Police Station, Fire Station, Cumberland Pool, Service Center, and city-wide streetlights. The scope of the project includes over \$19 million of building upgrades aimed to improve building weatherization and insulation, increase energy efficiency, address safety, and reduce overall energy use. The project will be financed at no upfront cost to the City through an Energy Savings Performance Contract. Under an Energy Savings Performance Contract, Leopardo Energy will conduct an energy audit and implement recommended building upgrades. The City will then pay for the upgrades over time from the realized cost-savings from energy reduction.¹⁵

Strategy 1.2 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 1.2.1: Expand the deployment of solar, wind or other renewable energy options at city-owned properties, such as the Fire Department, including rooftop solar and solar canopies	High	High	Low	Medium

Action 1.2.2: Require LEED certification (or comparable sustainability rating) for all new municipal construction and pursue retrofits for sustainability certification at existing buildings	High	Medium	Low	Low
Action 1.2.3: Continue to replace indoor and outdoor lighting at City facilities with energy efficient alternatives, such as motion-sensored lights and LEDs	High	Low	Low	Low
Action 1.2.4: Enact a policy to require Dark Sky compliant lighting in the community	Low	Low	Low	Medium
Action 1.2.5: Implement the Leopardo Energy Efficiency Improvement Project and complete the proposed energy efficiency upgrades	High	Medium	Low	Medium
Action 1.2.6: Develop an energy dashboard to monitor city building energy use, prioritize upgrades, and quantify energy and emissions savings	Medium	Medium	Low	Medium

Case Study: LEED Gold Certification for Heights High School

Heights High School achieved LEED Gold certification for improvements made during a redevelopment project, recognizing its commitment to sustainability. This achievement was driven by the school's use of a hybrid geothermal system to heat and cool the building, achieving 90% of the emissions savings at 60% of the cost compared to a full geothermal system. They have also incorporated innovative designs for maximizing energy efficiency, such as using waste heat from the natatorium's HVAC to warm the pool, triple-paned windows, as well as the incorporation of LED lighting in strategic locations. These improvements have significant energy savings, with 38% reduction in total consumption, 42% reduction in interior lighting, and 61% reduction in exterior lighting. The renovation, which preserved the original 1926 building, highlights the Cleveland Heights-University Heights communities' focus on sustainability and showcases leadership in building design.¹⁶



Strategy 1.3: Advance equitable energy efficiency programs for residential and commercial buildings

Energy use for residential and commercial buildings accounts for 75% of the community's greenhouse gas emissions. At the community workshops, residents expressed a need for reliable resources to help them use energy efficiency programs and implement needed home upgrades. By improving insulation, upgrading heating and cooling systems, and installing energy-efficient appliances, households and businesses can significantly reduce energy consumption and costs. These actions can be put into practice by offering rebates, promoting local contractors or enforcing energy efficiency in building codes for new construction. Additionally, energy efficiency measures improve community resilience. In times of extreme weather or grid disruptions, energy-efficient buildings are better equipped to maintain comfortable indoor temperatures.

Home efficiency upgrades can also reduce energy burden, particularly for low- and moderate-income households. Energy burden is defined as the percentage of a household's income that is spent on energy costs; a household is considered to have a high energy burden if the percentage exceeds 6%.¹⁷ The average energy burden for residents in Cleveland Heights is 3%. Though this percentage is less than the average energy burden at 6%, low-income households in Cleveland Heights may still struggle with high energy costs and should be addressed.

Equitable access to energy efficiency programs is a key priority to ensure that communities most impacted by high energy costs can alleviate financial stress. There are several federal tax credits that can support homeowners and businesses in implementing energy efficiency improvements:

- The Energy Efficient Home Improvement Credit provides a 30% tax credit for home upgrades designed to reduce energy consumption. Homeowners can claim up to \$1,200 annually for energy efficient home improvements and home energy audits or up to \$2,000 for high-impact technologies, like heat pumps and biomass stoves.¹⁸
- For commercial properties, the 179D Commercial Buildings Energy-Efficiency Tax Deduction allows businesses to claim a tax credit for implementing energy efficiency upgrades. Businesses can claim up to \$1 per square foot if they reduce energy by 50% or more.¹⁹

Progress to Date: Residents of Cleveland Heights can currently access County programs to implement energy efficiency upgrades for their homes. The Cuyahoga County Department of Development offers multiple low-income assistance programs for residents to help lower their gas and electric bills, and improve the energy efficiency of their homes.

- The Home Weatherization Assistance Program (HWAP) provides free home improvements including insulation, efficient appliances, and updated hot water tanks and furnaces to eligible county residents.
- The Home Energy Assistance Program (HEAP) works in tandem with HWAP to provide financial assistance for residents during the winter when extreme temperatures can lead

to large utility bills. For emergency assistance, the county also maintains an Energy Crisis Program for months with peak hot and cold temperatures. This ensures that financial roadblocks do not place community members at health risk during extreme weather.²⁰

Under the Inflation Reduction Act, the Ohio Department of Development was awarded \$249 million from the US Department of Energy to create two programs that will help Ohioans save on their energy bills: High-Efficiency Electric Home Rebate Act and Home Efficiency Rebates (HOMES). Expected to launch in 2025, low- and moderate-income households can access funds for retrofits, appliances, and equipment that improve building energy efficiency.²¹

Partner Highlight: Home Repair Resource Center

The Home Repair Resource Center is a non-profit organization in Cleveland Heights that provides home ownership resources, education, and assistance programs to promote sustainable and diverse communities. Their work focuses on home finance support and increasing accessibility for DIY home maintenance. Residents can get financial counseling, financial assistance in the form of grants and matched loans, and emergency foreclosure prevention assistance.

The HRRC hosts local classes that teach repair and maintenance skills in varying degrees of complexity. Additionally, they maintain a tool library, where residents can borrow tools for free or minimal cost, with the goal of expanding the agency of homeowners in caring for their property. HRRC has previously hosted classes on energy-related topics including insulation, winter heating-system maintenance, and general home energy-efficiency.



Strategy 1.3 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 1.3.1: Encourage installation of electric appliances, like heat pumps, for all new housing developments to reduce reliance on natural gas through local incentives, discounts, or rebates	High	Low	High	High
Action 1.3.2: Create a program to incentivize energy efficiency retrofits for existing multi-family and commercial properties	High	Medium	High	High
Action 1.3.3: Work with partners and identify funding sources to expand home weatherization, healthy home, and energy efficiency upgrades for low-income households	High	High	High	High
Action 1.3.4: Provide energy efficiency technical assistance to homeowners and businesses on financing options, tax credits, local contractors, and equipment with partners	High	Medium	High	Medium
Action 1.3.5: Review options to implement a voluntary energy benchmarking ordinance for municipal and commercial buildings	Medium	Low	Low	Low
Action 1.3.6: Invest in workforce development training for energy efficiency audits and installations to benefit unemployed and underemployed community members	Medium	Low	High	Low
Action 1.3.7: Explore opportunities to update the City's Building and Fire Codes through coordination with the Ohio Board of Building Standards	Medium	Medium	Medium	Medium
Action 1.3.8: Advocate for state policies that increase access and adoption of home electrification	High	Medium	High	High

Case Study: Empowered! Program in Columbus, OH

In 2023, the City of Columbus provided \$1.5 million to IMPACT Community Action to help implement Empowered!, a clean-energy workforce development program for young adults in the area. The program was made possible by the City's "Sustainable Columbus" initiative, which has championed energy-friendly policies and action within the community. The

Empowered! program will host community participants in 12-week programs designed to develop career skills applicable to the clean-energy sector, during which they will be encouraged to investigate occupational interests. Participants have the opportunity to apply these skills through paid roles as energy advocates, performing energy audits and other related activities in the area, in addition to compensation for their training time. Columbus Mayor Andrew Ginther hopes that the program will bolster the City’s mission of strengthening upward mobility and resiliency among their most vulnerable community members. The goal of the program is to have at least twenty graduates per group placed directly into apprenticeships or employment upon the program’s completion.²²

Strategy 1.4: Increase the resilience of residential, commercial, and municipal buildings

Increasing the resilience of residential, commercial, and municipal buildings is essential to protecting Cleveland Heights from the growing impacts of climate change, such as extreme weather events and heavy flooding. Making improvements to buildings, critical facilities, residential homes, and local businesses can help them better withstand severe storms, high winds, and excessive rainfall. Climate-resilient buildings are not only more durable but also safeguard the health and safety of residents, businesses, and public services during emergencies.

Exemplified by the severe storms in summer of 2024, Cleveland Heights is already experiencing severe weather events. Investing in resilience measures reduces the risk of costly damage, minimizes disruption, and ensures that the community remains prosperous and secure in the face of a changing climate. By lowering the cost of recovering from severe weather events and helping maintain continuity of essential services, these upgrades also will provide long-term economic benefits.

Progress to Date: Cuyahoga County offers resources that can help Cleveland Heights residents make critical home repairs for building resilience. Through the Heritage Home Program, the County and the Cleveland Restoration Society provide low-interest loans to fund home upgrades, including roof repairs, plumbing, insulation, and basement waterproofing.²³

Strategy 1.4 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 1.4.1: Integrate resilient materials, such as reflective roofing and wind-resistant windows, into city-owned buildings	Low	High	Low	Medium
Action 1.4.2: Pre-approve and provide incentives for resilient materials for residential roof repairs	Low	High	High	High

Action 1.4.3: Educate the community on actions to improve building resilience, such as elevating furnaces and hot water heaters	Low	High	Medium	Low
Action 1.4.4: Install surge protectors and backup generators for critical City facilities and support residential adoption to handle power outages	Low	High	High	High
Action 1.4.5: Research and identify options for newer climate-resilient insurance for residents	Low	High	High	High
Action 1.4.6: Expand tree stewardship program to provide guidance and technical assistance for tree maintenance contracts	Low	High	Medium	Medium

Strategy 1.5: Increase the resilience of local electricity infrastructure

Increasing the resilience of local electricity infrastructure is crucial for Cleveland Heights as the city faces growing challenges from climate change. From the Climate Risk Assessment Matrix, severe weather events of thunderstorms, extreme precipitation, and tornadoes and high winds are projected to be the most significant climate hazards as the effects of climate change worsen ([Appendix A](#)). In feedback sessions, the community expressed that they are already experiencing long power outages during severe storms. Strengthening the local grid ensures that residents, businesses, and essential services have reliable access to power during extreme weather events, which can lead to outages. By investing in resilient infrastructure, the city can reduce the risk of prolonged outages and mitigate the public safety impacts of power disruptions. Additionally, resilient electricity systems can better support the growing demand for renewable energy and electric vehicles, further contributing to Cleveland Heights' sustainability and climate goals. Ensuring a reliable and adaptive energy grid - with the help of local renewable energy resources such as solar coupled with battery storage - can help safeguard the community against future disruptions, providing long-term security and stability.

Progress to Date: In 2023, Cuyahoga County launched the first microgrid electrical utility in the United States, Cuyahoga Green Energy. Their mission is to provide clean, reliable, locally-produced energy through the development of district microgrids. These microgrids will be able to operate independently from the main grid during power outages and will integrate power from local solar arrays and other types of renewable energy. Cuyahoga Green Energy has identified several pilot projects to deploy within the first five years of operation.²⁴

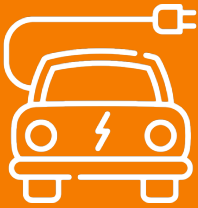
Strategy 1.5 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 1.5.1: Develop local microgrids to support critical infrastructure during power outages	High	High	Medium	High
Action 1.5.2: Coordinate with First Energy to ensure that new or upgraded power infrastructure is resilient during extreme weather events	Low	High	High	High
Action 1.5.3: Implement a dig once policy to facilitate resilience measures to utility infrastructure	Low	High	High	High

Case Study: Microgrid Project in Fort Wayne, IN

In Fort Wayne, Indiana, the City's Department of City Utilities unveiled an innovative microgrid project that integrates solar panels, battery storage, biogas, and natural gas to boost resilience and supply power to essential facilities, including the Three Rivers Filtration Plant and Water Pollution Control Plant. The microgrid contains 12,000 solar panels installed on a floating array, and the system will generate more than 9 million kWh of renewable energy annually, contributing over 40% of the total energy required by the facilities. This project enhances reliability by allowing continued operations independent of the grid, and reduces greenhouse gas emissions by an estimated 4,600 tons per year, equivalent to that of 1,161 gasoline-powered vehicles. The City of Fort Wayne estimates that it will save between \$8-\$10 million in electricity costs over the first 20 years. Recognized for its unique capabilities, the microgrid has received multiple awards, reflecting its significant environmental and economic benefits, and exemplifying the City of Fort Wayne's commitment to responsible energy stewardship.²⁵



City of Fort Wayne Microgrid



Transportation

High Impact Pathway*	Reduction Target by 2030	Reduction by 2030 (MTCO ₂ e)
Electric Vehicles and VMT reduction - Gasoline	10% reduction in VMTs by 2030 16% VMT done by EVs by 2030	7460
Electric Vehicles and VMT reduction - Diesel	10% reduction in VMTs by 2030 16% VMT done by EVs by 2030	1303

Table 14: High Impact Transportation Pathways

*The High Impact Transportation Pathways are focused on reducing vehicle miles traveled (VMTs) from gasoline and diesel vehicles. This can be achieved by shifting to cleaner transportation modes and increasing the usage of electric vehicles.

Strategy 2.1: Reduce transportation emissions from City operations

Transportation and employee commutes account for 39% of greenhouse gas emissions from City operations in Cleveland Heights. Electrifying the municipal fleet and installing charging infrastructure will decrease reliance on fossil fuels, lower long-term operating costs, and improve public health by reducing local air pollution. Community members support the transition to electric vehicles in the city fleet, but stressed the importance of co-locating EV chargers with solar projects to power EVs with clean, locally-produced energy. Additionally, encouraging methods to reduce vehicle commuting, such as teleworking, carpooling, or public transit incentives, can further decrease emissions while promoting more sustainable commuting habits.

Under the Inflation Reduction Act, the City, and other tax-exempt entities, can access tax credits through a mechanism called elective pay. To support fleet electrification, the City can access up to a 30% credit for the purchase of clean vehicles (Commercial Clean Vehicle Credit) and up to \$100,000 for each qualified charger (Alternative Fuel Vehicle Refueling Property Credit).²⁶

Progress to Date: The City of Cleveland Heights has already made progress on reducing tailpipe emissions from fleet vehicles. As of September 2024, the City has integrated 14 electric vehicles in the municipal fleet and 10 hybrid vehicles for the Police Department (7 of which have been purchased in 2024 and are expected to be in service in early 2025).



In May 2023, Power A Clean Future Ohio (PCFO) conducted a Fleet Electrification Analysis, which cataloged 223 City fleet vehicles and analyzed electrification potential. Using the Dashboard for Rapid Vehicle Electrification (DRVE) tool, PCFO estimated the cost-effectiveness and environmental impacts of replacing each conventional fleet vehicle with an equivalent EV model. Incorporating the market vehicle cost and the estimated operating and maintenance costs, PCFO determined that it would be economical to convert 60% of the city’s fleet vehicles (133 vehicles) to electric now, with an additional 31% becoming economical in the near-term (around 2025). In addition, the Fleet Analysis concludes the city needs 87 Level 2 chargers and one Level 3 charger to support the 133 vehicles identified for possible near-term conversion. The analysis also includes eight recommended actions to advance fleet electrification.

Using the Fleet Analysis, the City can further develop a detailed timeline for replacing fleet vehicles and installing charging infrastructure that is right-sized to the fleet. The timeline should account for factors such as budget, vehicle age, procurement time, trade-in value, and market projections for medium- and heavy-duty vehicles.

Strategy 2.1 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 2.1.1: Use the Fleet Electrification Analysis to develop a vehicle replacement timeline for hybrid and electric vehicles that accounts for procurement periods and existing vehicle age	High	Low	Low	High
Action 2.1.2: Adopt an EV-first procurement policy	High	Low	Low	High
Action 2.1.3: Identify sites for municipal electric vehicle charging stations and explore implementation funding	High	Low	Low	High

Action 2.1.4: Pursue solar co-location with municipal electric vehicle charging stations	High	Low	Low	High
Action 2.1.5: Collaborate with neighboring jurisdictions to pursue bulk purchasing of EVs	High	Low	Low	High
Action 2.1.6: Update the City's telework policy to reduce employee commutes for positions where hybrid or remote work is feasible	Medium	Low	Low	Medium
Action 2.1.7: Conduct an employee commuter survey to understand staff commute methods and develop incentives to reduce high-carbon vehicle trips	Medium	Low	High	Low
Action 2.1.8: Provide a subsidized RTA pass for City employees	High	Medium	High	High

Case Study: EV-First Policy in Belmont, MA

In 2022, the Belmont Energy Committee introduced the Energy-First policy to support and accelerate the transition of Belmont's municipal vehicle fleet to electric vehicles (EVs). The policy requires the City of Belmont to consider purchasing EVs for lightweight town-fleet vehicles first and then consider plug-in hybrid vehicles. The policy aligns with the city's climate action goal of increasing the use of battery electric or plug-in hybrid vehicles. By switching to EVs, Belmont will reduce their greenhouse gas emissions, specifically from town fleet vehicles. Additionally, the investment in EVs will reduce the cost of ownership over the vehicle's lifetime. If the EVs are unavailable, too costly, or do not fit the department's needs, the policy allows departments to apply for exemption, and if approved, they must select "the most fuel-efficient class, drive train, and model available."²⁷

Strategy 2.2: Encourage the community's transition to electric vehicles

Across the community, transportation and mobile sources account for 17% of greenhouse gas emissions. To support an equitable transition, Cleveland Heights needs to install adequate public charging infrastructure for residents—such as renters, residents of older buildings, and low-income families—who may not have resources to install private chargers. However, this strategy must be pursued alongside an effort to expand local clean energy resources that limit electricity used from the fossil fuel-intensive Ohio grid. Residential home charging powered by 100% clean energy from the NOPEC Green Community Choice Program can further maximize GHG emission reduction. In our project workshops, community members emphasized the need for expanded EV charging infrastructure, particularly in apartment buildings and business districts, as well as educational resources to help residents install EV chargers in their own homes.

Residents and businesses can utilize several federal tax incentives to reduce the costs of purchasing electric vehicles and installing charging infrastructure:

- Residents can receive tax credits up to \$7,500 for new electric vehicles and up to \$4,000 for pre-owned electric vehicles.²⁸
- Through the Commercial Clean Vehicle Credit, the businesses can access up to a 30% credit for the purchase of clean vehicles.²⁹
- Under the Alternative Fuel Vehicle Refueling Property Credit, homeowners can receive up to \$1,000 for each electric vehicle charger and businesses can receive up to \$100,000 for each qualified charger.³⁰ (Depending on driving needs, EV owners may be able to charge their vehicle at home with a 120 V outlet without need for a special wall charger.)

Progress to Date: As of April 2023, EVs accounted for 3.5% of all new vehicle purchases in Cuyahoga County. Currently, Cleveland Heights has 226 registered EVs and 134 plug-in hybrid EVs, while the county overall has 4,332 EVs and 1,843 plug-in hybrids. According to a projection by UNPREDICTABLEcity, EVs will comprise 15% of all vehicles including private vehicles in Cuyahoga County by 2030. At present, 97 public EV charging stations are available throughout the county, with 26 located within 5 miles of Cleveland Heights.³¹

Strategy 2.2 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 2.2.1: Install publicly available electric vehicle charging infrastructure with a focus on high traffic areas, such as apartments and business districts	High	Low	High	Medium
Action 2.2.2: Adopt an EV Readiness Ordinance to expand public charging at multi-family buildings, commercial properties, and city-owned facilities	High	Low	High	Medium
Action 2.2.3: Create an EV charging start-up kit to engage and support residents in installing home charging infrastructure	High	Low	High	Medium
Action 2.2.4: Participate in the next cohort for the Charging Smart Electric Vehicle Charging Station Assessment	High	Low	High	Medium
Action 2.2.5: Engage the community on the benefits of transitioning to electric vehicles by hosting ride-and-drive events and developing educational resources	High	Low	High	Medium

Action 2.2.6: Provide resources to support residents in utilizing federal tax credits for EVs and home chargers	High	Low	High	Medium
Action 2.2.7: Enact mandate to include EV chargers in parking requirements	Medium	Low	Medium	Medium

Case Study: Equitable EV-Ready Parking Ordinance in Columbus, OH

As electric vehicle adoption increases, municipalities have passed EV Readiness Ordinances, which establish building requirements for the expansion of charging access. EV Readiness typically encompasses the modernization of building, zoning, and parking codes in ways that increase accessibility of electric vehicle charging for all community members. The City of Columbus, in partnership with the Electrification Coalition, hosted a series of “Equity EV Charging Roundtables” in 2022 to gather feedback from engaged community members. The sessions provided useful feedback and highlighted the need for charging infrastructure in multi-unit dwellings. In total, the city conducted over 85 engagement meetings with various stakeholders and successfully passed their Equitable EV-Ready Parking Ordinance which set standards for minimum amounts of parking spaces equipped with EV chargers throughout the city.³²

Strategy 2.3: Improve bicycle and pedestrian connectivity and safety

Active transportation, such as bicycling and walking, offers zero-emission alternatives for getting around the community, helping to reduce Cleveland Heights' reliance on single occupancy vehicles and lowering greenhouse gas emissions. By investing in local solutions that enhance the safety and convenience of biking and walking, the City can encourage residents to take more trips without their cars.

During community engagement sessions for this plan, residents expressed concerns about the maintenance of sidewalks, noting that broken sidewalks pose challenges for people with disabilities. Bicyclists also recommended infrastructure improvements, including protected bike lanes and additional bike racks, to create a safer and more accessible environment for cyclists. These measures are essential to fostering a more sustainable and active transportation network in Cleveland Heights.



Progress to Date: Cleveland Heights has made notable strides in enhancing infrastructure and safety for bicyclists and pedestrians. In May 2018, the City adopted a Complete and Green Streets Policy, which was recognized as the best policy among 66 submissions by the National Complete Streets Coalition that year. This policy prioritizes sustainable and accessible transportation solutions for all users, including pedestrians, cyclists, and public transit users. As part of its ongoing efforts, Cleveland Heights has long been designated at the Bronze Level by the League of American Bicyclists, acknowledging its commitment to bicycle-friendly policies and infrastructure.

Building on these efforts, in 2021, the City became one of the few in Ohio to adopt Vision Zero, a strategy aimed at eliminating all traffic-related fatalities and serious injuries while increasing safe, healthy, and equitable mobility. In 2022, Cleveland Heights launched two key initiatives: the Neighborhood Traffic Calming program, which aims to reduce speeding and improve road safety, and the Shared Spaces Program, which reflects the principles of the Complete and Green Streets Policy to redesign streets to better accommodate pedestrians, cyclists, and public spaces.

Cleveland Heights also promotes mobility options for all ages by participating in Cuyahoga County's Shared Mobility Program, which includes bike and scooter sharing, and is exploring a partnership with the Senior Transportation Connection to support older residents' transportation needs. In 2023, the City was awarded the Federal Safe Streets For All (SS4A) Planning grant to develop a Comprehensive & Equitable Safety Action Plan, focusing on improving road safety for all users, especially vulnerable populations.

Cleveland Heights, South Euclid, and University Heights also received a grant from the Ohio Department of Transportation (ODOT) to create the Heights Regional Active Transportation Plan. This comprehensive plan will assess current pedestrian and bicycle conditions, develop base maps and analyses, and recommend an active transportation network with priority infrastructure projects. Stakeholder and public engagement will be integral to the plan's

development, which will also include an implementation and monitoring process to ensure long-term success.

Partner Highlight: Heights Bicycle Coalition

The Heights Bicycle Coalition’s mission is to “build communities that are safe and accessible for bicycling through education, advocacy, and community events.” They provide educational materials to teach residents about bicycle safety, laws, and registration, as well as a Heights Area Bike Map that shows bike lanes, bike fix-it stations, and key community locations. Through their local ride events, the Coalition brings the community together to promote bicycling as a safe, healthy, and sustainable form of transit.

Strategy 2.3 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 2.3.1: Establish a community-wide bike-to-everywhere day to encourage bicycle usage and increase visibility of cyclists to cars	Medium	Low	Medium	High
Action 2.3.2: Increase the number of dedicated bicycle lanes with a focus on high-traffic corridors	Medium	Low	Medium	High
Action 2.3.3: Implement traffic calming measures and sidewalk repairs to improve safety in alignment with the City's Vision Zero goal and the City's Complete and Green Streets Policy	Low	Low	Medium	High
Action 2.3.4: Complete and implement recommendations developed through the Comprehensive and Equitable Safety Action Plan (CESAP) and the Heights Regional Active Transportation Plan	Low	Low	Medium	High
Action 2.3.5: Assess current bike rack and storage infrastructure and increase through the business districts	Medium	Low	Medium	High
Action 2.3.6: Establish an Active Transportation Fund to support a sustained, year-after-year effort to build a multi-modal transportation network	High	Medium	High	High

Strategy 2.4: Expand accessibility and use of public transit and shared mobility services

Expanding the accessibility and use of public transit and shared mobility services in Cleveland Heights can reduce transportation emissions and offer more equitable transportation options. Public transit provides a low-carbon alternative to private vehicles and a low-cost solution for low-income households to access essential locations in the community. Cleveland Heights residents affirmed the need for additional transit stops, more frequent service to reduce wait times, and electric buses.

Shared mobility services such as bikeshare, scootershare, carshare, and rideshare have also seen rapid growth, providing additional transportation choices that can reduce car dependency. Cleveland Heights residents can access bikes and scooters through Bird, Lime, and Veo. With 16% of Cuyahoga County households lacking vehicle access, the program plays a critical role in enhancing mobility options and reducing carbon emissions. These services not only offer convenience but can also serve as a "last mile" connection to public transit hubs, increasing ridership and making sustainable transportation more accessible to the broader community.

Progress to Date: Across Cleveland Heights, residents can access public transit and shared mobility services, providing low-carbon alternatives to private vehicle use. The Greater Cleveland Regional Transit Authority (RTA) operates a number of conventional bus lines that connect the City of Cleveland Heights to the greater metropolitan area, as well as a Bus Rapid Transit (BRT) line known as the HealthLine. RTA operates primary bus lines along densely populated urban corridors around Cleveland, as well as numerous auxiliary lines that extend the transport system's reach into more suburban, residential areas.

Many of RTA's major bus routes intersect Cleveland Heights, offering some access and mobility but there are opportunities for expanding routes and increasing frequency. The HealthLine BRT operates on Euclid Avenue and provides an express route to and from downtown Cleveland yet it is still not within walking distance of some Cleveland Heights residents. Cleveland's RTA was recently awarded a \$10.6 million federal grant by the Federal Transit Administration to replace 10 traditional buses with electric vehicles as a fleet electrification pilot program. It will serve as the first step towards a larger transition to zero-emission public transport.

The City participates in the Cleveland-Cuyahoga County Micro-Mobility Network Expansion program, which aims to improve accessibility and increase public awareness of shared mobility options. A collaboration between Cuyahoga County, the Northeast Ohio Areawide Coordinating Agency (NOACA), five municipalities and local community organizations, the program expands existing networks to serve a broader community and improve equity outcomes.

Key components of the program include the collective selection of scooter and e-bike providers and the installation of five different types of micro-mobility hubs at strategic locations across the county. These hubs vary in size and capacity, designed to support high-traffic areas,

neighborhood destinations, and public transit connections. The hubs will ensure scooters and e-bikes are organized and readily available for users. Additionally, the Cleveland Heights Zoning Code (Chapter 1161.065) permits a 10% reduction in the total number of required parking spaces in multi-family or mixed-use developments where car-sharing spaces are provided.

Strategy 2.4 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 2.4.1: Work with RTA to improve the frequency and reliability of public bus service while encouraging an expansion of ridership and patronage	Medium	Low	High	Medium
Action 2.4.2: Explore funding and operations feasibility for a free shuttle service that connects business districts	Medium	Low	High	Medium
Action 2.4.3: Continue to engage in the Cuyahoga County Micro-Mobility Network Expansion working group and expand scootershare, rideshare, and bikeshare options	Medium	Low	High	Medium
Action 2.4.4: Collaborate with the Cleveland Heights-University Heights School District to support the transition to electric school buses	Medium	Low	High	High
Action 2.4.5: Create a transit oriented development overlay to the zoning code to encourage greater density and transit use along transit corridors	Medium	Medium	Medium	Medium
Action 2.4.6: Adopt a Shared Parking ordinance to allow for an effective reduction in parking minimums for new construction	Medium	Low	Low	Medium
Action 2.4.7: Reduce parking minimums for construction within ¼ mile of high frequency transit stops	Medium	Low	Low	Medium
Action 2.4.8: Create incentives such as density bonuses for building owners who support active transportation choices with amenities like covered bike parking and discounted transit passes	Medium	Low	Low	Medium

Strategy 2.5: Improve transportation infrastructure's resilience to climate change

Cleveland Heights faces growing challenges to maintain its transportation infrastructure as the impacts of extreme weather events are already being felt and are projected to worsen. Strengthening infrastructure now will help mitigate damage, reduce service disruptions, and prevent dangerous conditions for residents and commuters. In the Visioning Workshop, residents shared their challenges with aging transportation infrastructure, identifying hazards such as uneven sidewalks, lack of transit stops, and flooding on roadways that endangers bicyclists. By investing in resilient transportation systems, the city can save on future repair costs and ensure that roads and public transit remain safe, reliable, and accessible.

Progress to Date: As part of its Complete and Green Streets Policy, the City established goals and key priorities for all transportation infrastructure and construction projects. These include prioritizing vulnerable users in infrastructure design and improvements, as well as taking measures to improve water quality and reduce the strain on the city's sewer system by implementing street trees and green infrastructure.³³ The policy reflects the City's commitment to both transportation safety, and proactive improvements for infrastructure resilience.

Strategy 2.5 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 2.5.1: Implement cool pavement strategies and materials to reduce heat islands and mitigate damage from extreme heat	Low	High	High	Medium
Action 2.5.2: Incorporate green infrastructure, such as swales, into sidewalk improvement projects	Medium	High	Medium	Medium
Action 2.5.3: Upgrade road drainage systems to prevent water pooling and reduce the risk to motorists and bicyclists during heavy thunderstorms	Low	High	Medium	High
Action 2.5.4: Work with RTA to ensure transit shelters are designed to withstand high winds and offer protection in extreme heat	Low	High	High	High
Action 2.5.5: Create a sidewalk improvement program for the preservation and repair of existing slate sidewalks	Low	High	Medium	Low



Materials and Waste

Strategy 3.1: Expand local composting to reduce organics and food waste in landfills

Organic materials in landfills decompose anaerobically (without oxygen) and produce methane, a potent greenhouse gas. By composting food scraps and other organic materials instead, the community can reduce greenhouse gas emissions from waste, which accounts for 4% of community-wide emissions. The resulting compost can also be used as a valuable soil amendment, enhancing soil health and providing an eco-friendly alternative to synthetic fertilizers. An additional way to reduce organics in landfill is to engage in “leave your leaves” practices, allowing fallen leaves to naturally decompose on lawns provided that it does not impact public safety. Through community engagement events, Cleveland Heights residents expressed enthusiasm for composting, with many participating in composting drop-off programs and citing support for expanded composting infrastructure. The City is interested in providing community-wide composting service to its residents in partnership with a qualified firm. A feasibility study and stakeholder engagement will inform the scope of this program.

Progress to Date: Under the City’s Zoning Code, residents are allowed to install compost bins in side and rear yards. Compost must be generated and used on-site and are required to use an enclosed container to process organic waste.³⁴ Under this policy, Cleveland Heights residents can process their food scraps, yard waste, and other organic matter to generate compost for yards and gardens.

Within Cuyahoga County, there are several organizations that provide composting services with community drop off locations for residents. There is one Class II composting facility (2701 St. Clair Avenue NE, Cleveland) in the County that processes yard waste, agricultural waste, animal waste, and food scraps. In addition, there are ten sites designated as Class IV composting facilities that process yard waste.³⁵

Partner Highlight: Rust Belt Riders

Rust Belt Riders is a worker-owned cooperative that collects and processes compost from residents, organizations, and businesses across the region. In operation since 2014, Rust Belt Riders provides compost drop-off locations that can be accessed by members who pay a monthly subscription fee. There are two community compost drop-off locations in Cleveland Heights at Marc’s Grocery Store and Church of the Saviour. Rust Belt Riders also offers a home pick-up service; for an additional fee, they will collect a five-gallon bucket once a week.

Strategy 3.1 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 3.1.1: Explore the feasibility of implementing community-wide curbside composting, either in-house or through partnerships	Medium	Medium	Medium	Medium
Action 3.1.2: Educate residents on any safe, healthy and sanitary backyard composting systems that are low-cost and compliant with city code as well as on other city or partner composting programs	Medium	Medium	Medium	Medium
Action 3.1.3: Establish a program to guide and support small-scale, community-led composting initiatives	Medium	Medium	Medium	Medium
Action 3.1.4: Collaborate with partners to fund and implement a regional Level II composting facility	Medium	Medium	Medium	Medium

Strategy 3.2: Improve recycling waste diversion and reduce local plastic waste pollution

Reducing the use of disposables and curbing local plastic waste pollution is crucial to decrease waste sent to landfills and reduce harmful chemicals and microplastics that affect environmental and public health. Plastics are produced with petrochemicals, which contribute to environmental degradation and greenhouse gas emissions. Mitigating plastic waste is more effective than recycling, as it prevents the production of new plastics and reduces the energy and resources required for recycling processes. Plastic waste reduction is a key priority for Cleveland Heights residents, with many sharing concerns and solutions for mitigating plastic waste produced locally.

Progress to Date: The Cuyahoga County Department of Sustainability has been working with support from the Department of Consumer Affairs and the County Solid Waste District to implement a Sustainable Stores Program. This program incentivizes stores to eliminate plastic bags from retail operations through financial assistance and emphasizes the importance of plastic waste pollution reduction. Municipalities, chambers of commerce, and nonprofits are eligible to apply for grants to fund the transition away from plastic checkout bags, and previous projects have included reward programs for customers using reusable bags, to checkout area redesigns that account for reusable bags.³⁶ The program aligns with the county's Disposable Bag

Ban, a measure enacted in 2019 but has not been enforced due to the State of Ohio’s policy prohibiting local governments from banning single-use plastic bags, cups, and other plastics.



Partner Highlight: Cleveland Heights Green Team

Established in 2021, the Cleveland Heights Green Team connects residents, businesses, local advocacy groups, and City officials to advance sustainability in the community. Their three focus areas - advocacy, stewardship, and education - engage the community in greenspace cleanups, recycling and waste reduction, and taking individual climate action. One of their most notable efforts is on local plastic waste reduction; in 2023, the Cleveland Heights Green Team became a local affiliate of the national Beyond Plastics project. Through this partnership, the Green Team collects local data on plastic waste and educates the community on ways to reduce their plastic consumption.

Strategy 3.2 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 3.2.1: Eliminate single use plastics, utensils, and bags at city led events and encourage the use of compostable or reusable alternatives	Low	Low	Low	Medium
Action 3.2.2: Require that permitted events and events held on City-owned property have recycling containers as well as compost bins alongside garbage bins	Low	Low	Low	Medium
Action 3.2.3: Encourage restaurants to adopt policies that minimize the use of single use plastic in the restaurant by implementing an “upon request” program for straws, offering condiments in bulk and discontinuing use of styrofoam and plastic bags	Low	Low	Low	Medium

Action 3.2.4: Host tables at community events to educate residents on best practices to minimize recycling contamination and methods to recycle items not eligible for curbside pickup	Low	Low	Low	Medium
Action 3.2.5: Ensure that recycling bins are paired with garbage bins in every business district	Low	Low	Low	Medium
Action 3.2.6: Collaborate with the Cuyahoga County Solid Waste District to expand the types of recyclables that can be collected	Low	Low	Low	Medium
Action 3.2.7: Explore feasibility of implementing a tiered waste collection rate with multiple bin sizes	Low	Low	Low	Medium
Action 3.2.8: Coordinate with local businesses, including grocery stores and restaurants, to reduce plastic bag use and provide paper alternatives	Low	Low	Low	Low
Action 3.2.9 Explore the development of a pilot program to offer a recycling program to areas with “recycling deserts” including business districts and some apartments	Medium	Low	Medium	Low

Strategy 3.3: Prioritize the procurement of sustainable or recycled materials for City government operations and construction projects

From paper and toner to construction materials for new buildings, the City conducts procurement for a wide variety of materials and projects. By setting goals and standards for procurement, the City can be a leader in reducing waste and choosing sustainable products first. Procurement policies can prioritize material reuse, recycled materials, and/or other sustainable materials that reduce the impact to the environment, such as bird safe glass. This strategy promotes a circular economy, reusing quality material for new developments and reducing the demand for virgin resources.

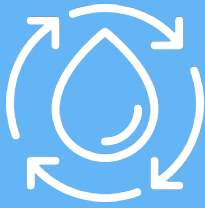
Progress to Date: The Cleveland Heights Zoning Code (Chapter 1165.06), outlines sustainability guidelines that are to be considered for all development plans. These include the recycling and reuse of building materials during demolition projects and the use of sustainable design and architecture, such as LEED certification.³⁷

Strategy 3.3 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 3.3.1: Implement a Sustainable Purchasing Policy to prioritize environmentally preferable products and services in all city procurement	Medium	Low	Low	Low
Action 3.3.2: Develop a policy to establish a minimum diversion rate for construction and demolition sites	Medium	Low	Low	Low
Action 3.3.3: Encourage developers to utilize sustainable materials for all projects that receive city incentives	Medium	Low	Low	Low

Case Study: City of Columbus's Sustainable Purchasing Policy

In 2018, the City of Columbus amended their City Code to implement policies and procedures that require materials, supplies, equipment, and services procured for city projects to have a reduced negative impact on the environment and public health. Through the code revisions, city agencies are now required to develop specifications for environmentally preferable products or services (EPPS) that can be utilized as the default, unless a determination is made that there is not an acceptable substitute. The City's Director of Finance and Management established default EPPS specifications for commonly used goods and services and retains the authority to waive EPPS specifications or customize them on a case by case basis for unique situations and scenarios. Columbus's revision of the City Code is a forward thinking measure with the potential to have a large cumulative impact over time, and it demonstrates the city's commitment to alignment with modern sustainability practices.³⁸





Water and Wastewater

Strategy 4.1: Reduce overland flooding and water pollution by implementing green infrastructure and other stormwater management methods

In Cleveland Heights, severe weather events, including thunderstorms and extreme precipitation, are projected to intensify, according to the Great Lakes Integrated Science Assessment (see [Cleveland Heights Climate Hazards Analysis](#) in Appendix A). Cleveland Heights also has a high proportion of impervious surfaces, ranking in the 68th percentile compared to the national average. A high concentration of impervious surfaces, such as roads and parking lots, increases stormwater runoff and exacerbates the urban heat island effect.³⁹ Implementing green infrastructure such as rain gardens, permeable pavements, and bioswales can significantly mitigate these effects by enhancing water absorption and reducing runoff. These methods not only alleviate pressure on the city's combined sewer systems but also improve water quality by filtering pollutants before runoff reaches natural waterways. At the community workshops, residents voiced support for efforts to expand green infrastructure with a focus on native plant utilization and expressed interest in resources to help them implement these solutions on their properties.

Progress to Date: In the City Zoning Code (Chapter 1165.05), the City established sustainable regulations for large-scale residential developments. For these sites, the City requires that 30% of the development site is active or passive open space, which includes natural water features, wetlands, conservation areas, trails, recreation facilities, fitness courses, parks, playgrounds, greenbelts, greenways, and community gardens. Buildings must also be cited to prevent impacts to water sources from runoff through adequate on-site water management practices.⁴⁰

Additionally, the Zoning Code (Chapter 1121.12) and Building Code (Chapter 1351.25), allow residential properties to implement rain barrels and above ground cisterns in the rear, front, and side yards. Rain barrels installed in the front or corner side yard that are visible from the public street must get approval from the Architectural Board of Review.⁴¹ Rain barrels must be covered and incorporate a drainage system that directs overflow into the public storm sewer or into a rain garden.⁴²

The Northeast Ohio Regional Sewer District (NEORS D) also offers a Stormwater Fee Credit program to encourage the adoption of sustainable practices to mitigate stormwater runoff. NEORS D charges a stormwater fee to all customers based on the square feet of impervious surface on the property. NEORS D created a stormwater fee credit program to incentivize the

adoption of stormwater control measures that mitigate the volume of runoff, including rain gardens, on-site stormwater storage, impervious surface reduction, pervious pavement, and vegetated filter strips. The incentive is available for individual residential properties, Home Owner Associations, commercial, industrial, mix-use development and other non-residential entities such as public/private schools (K-12). Participants can receive credits for up to 100% of the property's stormwater fee.⁴³

Strategy 4.1 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 4.1.1: Promote the increased use of the NEORSO residential stormwater credit	Medium	High	High	Medium
Action 4.1.2: Provide educational resources to residents on how implement code-compliant rain barrels, rain gardens, and native plants	Medium	High	High	Medium
Action 4.1.3: Conduct an assessment of city-owned and -operated properties to identify new places to install pervious pavement and green infrastructure	Medium	High	High	Medium
Action 4.1.4: Establish a healthy balance of pervious and impervious surface ratio in new construction or repair projects	Medium	High	High	Medium
Action 4.1.5: Set minimum requirements for pervious surfaces for all new developments through a code update	Medium	High	High	Medium
Action 4.1.6: Implement green infrastructure projects in neighborhoods most affected by the urban heat island effect and overland flooding	Medium	High	High	High
Action 4.1.7: Encourage residents and commercial property owners to implement green roofs by providing educational resources and incentives	Medium	High	High	High

Strategy 4.2: Encourage the adoption of water efficient appliances and best practices

Improving water efficiency can reduce the environmental impact and utility costs across municipal, residential, and commercial properties. Decreasing unnecessary water usage also reduces the strain on the sewer system and reduces greenhouse gas emissions from wastewater treatment. Though Cleveland Heights does not have a local wastewater treatment plant, there are still greenhouse gas emissions resulting from the movement and processing of wastewater produced by facilities within the community. The water and wastewater sector accounts for <1% of the community's greenhouse gas emissions and 7% of the emissions from city operations.

Progress to Date: The City Zoning Code (Chapter 1166.02) requires planned developments to submit landscape plans to the Zoning Administrator for approval. The landscape plan must include an on-site water management plan, among other requirements. Sites must also use drought-tolerant plant species wherever possible and irrigation systems must be designed to minimize the use of water.⁴⁴

Strategy 4.2 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 4.2.1: Assess appliances in city-owned buildings and replace older, inefficient appliances with water efficient models	Medium	Low	Low	Low
Action 4.2.2: Develop a rebate program for water efficient appliances to low-income households	Medium	Low	Medium	Low
Action 4.2.3: Amend the code to require water-efficient fixtures in all new City and commercial construction projects	Medium	Low	Low	Low
Action 4.2.4: Identify landscaped areas on municipal properties that can be replaced with low-water, native plants	Medium	Medium	Low	Medium
Action 4.2.5: Educate residents on water conservation techniques, including reducing lawn watering and fixing leaks.	Medium	Medium	Medium	Low
Action 4.2.6: Monitor and publish results of ordinances requiring on-site water management	Low	Medium	Low	Low

Case Study: Water Efficiency Rebate Program in Apple Valley, MN

With funding from the Water Efficiency Grant Program, the Minnesota Metropolitan Council awarded a grant of \$43,000 to the City of Apple Valley to assist with water conservation efforts. Apple Valley is utilizing the funding to set up a Water Efficiency Rebate program for its residents. Residents can apply for rebates for WaterSense certified water-efficient appliances and fixtures in the following amounts: \$100 for toilets, \$150 for irrigation controllers and system audits, and \$150 each for washing machines and dishwashers. The City of Apple Valley has become a water-stressed community in recent years, and the Water Efficiency Program aims to both help the city conserve water and provide financial incentives for community members to upgrade their appliances and reduce their water bills.⁴⁵

Strategy 4.3: Protect the regional watershed

In Cleveland Heights, there are three local watersheds: the Doan Brook Watershed, the Dugway Brook Watershed, and the Nine Mile Creek Watershed. A watershed encompasses all the land and water bodies that drain into a common waterway, such as rivers, lakes, or oceans. The Doan Brook Watershed sits at the edge of Lake Erie and is protected parkland in a populated, urban setting. The level of surrounding development puts it at constant risk of pollution and flooding from stormwater runoff. Most of the Dugway Brook was culverted, or diverted to underground pipes, for urban development; approximately 94% of the watershed has been developed. Similarly, only small areas of Nine Mile Creek are openly flowing.⁴⁶

Healthy watersheds also support biodiversity, mitigate the effects of droughts, and strengthen natural carbon sinks. In the face of climate change, safeguarding the regional watershed is essential to maintaining a stable water supply, protecting local wildlife, and continuing to provide beautiful natural areas for residents to enjoy.

Progress to Date: As one of the regions in the EPA-classified Cuyahoga River Area-of-Concern, there have been a number of efforts over the years to improve watershed protection near Cleveland Heights. In 2008, the City of South Euclid retrofitted the Langerdale detention basin, a 7.5 mile long flood control basin built in the 1960s. The basin was designed as a “dry pond” which destroyed biodiversity and relegated the stream to a concrete channel. To counter these issues, the city retrofitted the basin to include naturally vegetated wetland zones and create areas for aquatic life, returning it to a natural channel.⁴⁷ To the Northeast, the Village of Bratenahl was experiencing large-scale erosion, sediment pollution, and diminishing natural habitat due to high-volume stormwater flows attributed to its location at the end of Nine Mile Creek’s underwater culvert. In 2019, the Village worked collaboratively with the Northeast Ohio Regional Sewer District, the Chagrin River Watershed’s Partnership, Bluestone Conservation, and the Central Lake Erie Basin Collaborative to secure a grant and matched-cash upwards of \$700,000. Using this funding, the Village of Bratenahl then restored 2,200 feet of stream using nature-based approaches and enhanced 3.5 acres of riparian area. These improvements have helped to mitigate the negative impacts of urban stormwater.⁴⁸



Partner Spotlight: Doan Brook Watershed Partnership

The Doan Brook Watershed sits at the edge of Lake Erie and is protected parkland in a populated, urban setting. The level of surrounding development puts it at constant risk of pollution and flooding from stormwater runoff. The Doan Brook Watershed Partnership (DBWP) is a nonprofit, community alliance organization formed in 2001 and works to maintain the stream's health and encourage local involvement with the 45,000 residents living in the 12-square-mile watershed. The DBWP serves as a collective voice for the Doan Brook and its constituencies through its development of organizational infrastructure — board, committees, and volunteers — and its ensuing facilitation of restoration projects with an emphasis on environmental justice.⁴⁹ These projects include water quality monitoring, installation and maintenance of debris racks, as well as dam and erosion infrastructure improvements.

Strategy 4.3 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 4.3.1: Work with partners to identify opportunities for residents and businesses to engage in protecting the regional watershed	Low	Medium	Medium	High
Action 4.3.2: Daylight streams where previously culverted and covered	Low	Medium	Medium	Medium
Action 4.3.3: Create incentives for residents to use native plants on lawns	Low	High	Low	Medium
Action 4.3.4: Educate residents and businesses on the negative effects of synthetic fertilizer use to reduce runoff into local waterways	Medium	Low	Low	High

Strategy 4.4: Improve the resilience of water infrastructure

Improving water infrastructure in Cleveland Heights will help to ensure the community's resilience to current and future climate change impacts. Given the increasing frequency and intensity of extreme precipitation events and storms, robust water infrastructure mitigates flood risks, protects homes and businesses, and maintains the integrity of essential water services, including residential and business supply. At the Resilience Workshop, residents shared their challenges with sewer backups and basement flooding during the severe storms in June of 2024, identifying a need to improve the city's water infrastructure to be better equipped to handle heavy rains.

There are two essential partners in improving local water infrastructure: the Northeast Ohio Regional Sewer District (NEORS) and Cleveland Water. NEORS is the largest wastewater treatment provider in Ohio, serving 63 communities and operating three major wastewater treatment plants across the region. NEORS plays a crucial role in treating nearly 90 billion gallons of wastewater annually, ensuring the cleanliness and safety of the region's water resources. Additionally, Cleveland Water maintains, manages, and operates critical water infrastructure across 72 communities, serving 1.5 million customers. Cleveland Water ensures the delivery of safe, clean water. Collaboration with these partners will help to ensure that the city has a secure, safe water supply even under climate stress; protect local ecosystems; and reduce the financial burden of emergency repairs or replacements in the long run.

Progress to Date: The Northeast Ohio Regional Sewer District (NEORS) has launched Project Clean Water, a 25-year program aimed at reducing sewage discharge into Lake Erie from 4.5 billion gallons to 494 million gallons annually. The program will implement large storage tunnels, treatment plant expansion, and green infrastructure projects to reduce impacts to residents and the environment.⁵⁰

Through its Member Community Infrastructure Program, NEORS is also working with the City of Cleveland Heights to implement \$3.7 million in projects to improve the sanitary sewer system and control overflows. This initiative directly addresses community priorities of basement flooding relief, critical repairs on failing infrastructure, and removing illicit connections from the system. The city will implement five projects; one of the most impactful projects that has already been completed is the Delamere Drive Basement Flooding Relief Project which replaced and expanded sanitary and storm sewers to increase storage during heavy rain events. This reduces the risk of basement backups and sanitary sewer system overflows.

Strategy 4.4 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 4.4.1: Coordinate with Cleveland Water and NEORS to increase climate resilience of water and sewer infrastructure, such as utilizing bigger pipes, investing in upgrades that reduce leakage and potential water main breaks, improving stormwater infrastructure, separating combined sewer overflows (CSOs), and installing home-to-utility connections	Low	High	High	High
Action 4.4.2: Provide incentives to support residents in installing sump pumps and backwater valves	Low	High	High	High
Action 4.4.3: Install green infrastructure to help fulfill the City's EPA consent decree for reducing contaminated storm/sewer overflow in local waterways	Low	High	High	High

Case Study: Basement Backup Protection Program in Detroit, MI

Eleven neighborhoods around Detroit have experienced a high frequency of basement sewage backups and flooding during heavy rain. In 2022, the City implemented the Basement Backup Protection Program to provide resources and support for residents in these neighborhoods. Eligible homeowners in single family homes and duplexes were provided risk assessments by city inspectors. Licensed plumbers were then dispatched to at-risk homes where they serviced sewer lines, installed downspout extensions to reduce water around the building foundations, and implemented a variety of valve and pump fixture improvements on a case by case basis to help mitigate water influx into the homes, all at no cost to the homeowner. The program, funded by the Detroit Future Fund through the American Rescue Plan Act, was brought online as a response to the increasing prevalence of severe weather events in the region.⁵¹





Air Quality and Public Health

Strategy 5.1: Expand local air quality monitoring

Efforts to expand local air quality monitoring in Cleveland Heights can gather essential public health data, inform data-driven public health decisions, and safeguard the community against health hazards. In recent years, Cleveland Heights has been affected by regional wildfires, including the Canadian wildfires of June 2023, causing unhealthy air quality conditions. Additionally, the Cleveland Nonattainment Area, which includes Cuyahoga County, has been designated by the US Environmental Protection Agency (EPA) as a region that does not meet the National Ambient Air Quality Standards (NAAQS) for ozone. This means that the region has higher levels of ground-level ozone than what is considered safe for public health.⁵²

With the city already experiencing periods of poor air quality, enhanced monitoring will provide real-time data to inform residents and policymakers. This information is essential for taking timely actions to reduce exposure to harmful air pollutants, especially for sensitive groups such as children and seniors. Improved air quality monitoring can also help track progress in reducing emissions and guide implementation of effective air quality management strategies.

Progress to Date: In 2023, the City of Cleveland Heights built its own air quality monitoring system by installing Purple Air quality sensors at five key community locations: Beaumont School on North Park Boulevard, City Hall on Severance Circle, Cleveland Heights Community Center, Fire Station No. 2 on Cedar Road, and Police Precinct Station No. 3 at Noble and Greyton roads. These sensors allow residents to access real-time air quality data.



5

PurpleAir Quality
Sensors in
Cleveland Heights

Strategy 5.1 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 5.1.1: Expand PurpleAir air quality sensor program with a focus on disadvantaged neighborhoods and schools	Low	Medium	High	High
Action 5.1.2: Integrate publicly gathered data from citizen-science projects for data analysis, public education, and decision-making	Low	Medium	High	High
Action 5.1.3: Promote the ability for the public to buy Purple Air sensors and join indoor and outdoor air quality monitoring	Low	Low	Medium	High

Strategy 5.2: Improve public engagement around air quality

Alongside technical efforts to track and gather air pollution data, it's important to involve the public in understanding and addressing air quality issues. Residents are then more informed and proactive in protecting themselves and their families. Understanding what actions to take during unhealthy air quality days is particularly beneficial for vulnerable populations, such as children and seniors, who are most affected by poor air quality.

Progress to Date: In 2023, the City of Cleveland Heights launched its first Air Quality Awareness week from May 1-5, aimed at educating and engaging the public on air quality issues that can affect public health. In both years, the City has engaged residents in a variety of events and educational opportunities, including the launch of the Purple Air monitoring system and the second annual lawn mower exchange program, which provided 90 battery-operated mowers in exchange for gas-powered models. In 2024, the City hosted a workshop for the Climate Forward Plan where residents to provide their ideas for local solutions to improve air quality for the Plan.

Strategy 5.2 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 5.2.1: Provide early warning alerts for poor air quality days to protect vulnerable residents	Low	Medium	High	High
Action 5.2.2: Display air quality data on the City's website or on a dashboard, with GIS maps or interactive charts, to engage residents	Low	Medium	High	High

Strategy 5.3: Reduce local sources of air pollution

Reducing local sources of air pollution by targeting gas-powered lawn equipment, generators, and other machinery, alongside promoting anti-idling efforts, could offer significant environmental and public health benefits for the Cleveland Heights community. Throughout our community engagement sessions, residents expressed strong support for efforts to reduce local air and noise pollution from gas-powered lawn equipment and other activities impacting air quality. These measures lower emissions of harmful pollutants like nitrogen oxides (NO_x) and particulate matter (PM), which can exacerbate respiratory conditions and other health issues. While the City is committed to its gas-powered lawn equipment replacement program, the City is mindful of not replacing all lawn mowers on a 1:1 basis in consideration of improved native species support, biodiversity and healthy habitats. By transitioning to electric equipment alternatives and minimizing unnecessary idling, the community can improve air quality, benefiting vulnerable populations.

Progress to Date: The City of Cleveland Heights's Annual Lawnmower Exchange program, offered in partnership with MetroHealth and the Cuyahoga County Board of Health, is a forward-thinking initiative aimed at reducing air pollution and promoting environmental sustainability. Launched on May 2, 2023, the program allows residents to exchange their working gas-powered lawnmowers for electric versions at no cost, with the city responsible for scrapping the old mowers. The inaugural events served 60 residents, and the second annual event saw a significant increase, swapping 90 mowers. This program not only helps to reduce harmful emissions but also raises awareness about the benefits of using cleaner, battery-operated equipment.



Strategy 5.3 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 5.3.1: Expand the electric lawnmower exchange program to include other lawn equipment, such as leaf blowers, and expand the number of participants	Medium	Low	Medium	High
Action 5.3.2: Catalog gas-powered city equipment, such as lawn equipment and generators, and develop a timeline to transition to electric	Medium	Low	Medium	High
Action 5.3.3: Curtail use of gas-powered lawn equipment for maintenance of city properties during poor air quality days or events	Medium	Low	Medium	High
Action 5.3.4: Identify and implement green solutions to phase out gas generators to power traffic signals at major intersections during power outages	Medium	Low	Medium	High
Action 5.3.5: Provide incentives and financial support to local landscaping businesses to switch to electric lawn equipment	Medium	Low	Medium	High
Action 5.3.6: Launch an anti-idling education campaign with emphasis on streets near schools, libraries and health facilities	Medium	Low	Medium	High
Action 5.3.7: Review existing anti-idling policy for city vehicles and further develop a process for compliance	Medium	Low	Medium	High

Case Study: St. Louis Park, MN

The City of St. Louis Park, MN launched an idling-reduction campaign in 2022, in collaboration with St. Louis Park Middle School and Park Nicollet, a health-focused philanthropy group. The program's goal was to improve the community's air quality by educating residents on the health, environmental, and financial impacts of engine idling, and reducing air pollution from idling. With a focus on community wide advertising, local businesses supported the movement through free advertising materials provided by the city. Community buy-in is critical with these campaigns, and the EPA maintains an Idle-Free Schools toolkit that provides strategy and project management advice for launching an effective idling reduction campaign for schools specifically.⁵³

Strategy 5.4: Protect public health during extreme weather events and other climate hazards

As climate change increases the frequency and intensity of extreme weather events, it's essential to establish systems that help the community prepare for and endure these hazards. By creating resilience hubs—community spaces equipped with resources such as backup power, cooling and heating areas, food, water, and medical supplies—the city can provide vital support to residents during emergencies. These hubs offer a safe place for vulnerable populations, including the elderly, low-income families, and individuals with medical needs, ensuring their access to essential services during extreme weather. Feedback from the community indicated strong support for resilience hubs, identifying several sites including the library and public schools that the community can easily access. By implementing this strategy, Cleveland Heights can strengthen its preparedness and reduce the risk of health emergencies while fostering a more resilient community capable of withstanding future climate-related challenges.

Progress to Date: ReadyNotify, administered by the Cuyahoga Office of Emergency Management is Cuyahoga County's emergency notification system that allows residents to receive critical, time-sensitive information to prepare accordingly for emergency situations. It is a voluntary opt-in system that sends messages to users via email, text messages, mobile app notifications, and automated phone calls. The service is available for all County residents, and includes notifications for inclement weather, boil alerts, and county safety messages.⁵⁴

Strategy 5.4 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 5.4.1: Designate public buildings such as the library and community center as Resilience Hubs that provide cooling and heating, clean, renewable backup power with battery storage, and air filtration systems	Low	High	High	High
Action 5.4.2: Establish a Resilience Hub Taskforce with other public agencies and community-based organizations to centralize public service delivery at hubs during extreme weather events	Low	High	High	High
Action 5.4.3: Loan free fans and/or air conditioners for low-income residents during extreme heat events	Low	High	High	High
Action 5.4.4: Offer a volunteer registration system for of vulnerable individuals in the community to	Low	High	High	High

be checked on by the City and community partners during extreme heat events				
Action 5.4.5: Implement early warning systems that alert residents of severe thunderstorms and high winds, enabling better preparedness and response	Low	High	High	High
Action 5.4.6: Create mutual-aid agreements with neighboring jurisdictions	Low	High	High	High

Case Study: Community Resilience Hubs in Ann Arbor, MI

The City of Ann Arbor has been awarded a \$1 million grant by the EPA's Environmental Justice Government-to-Government program to support government activities that will create measurable environmental and public health improvements in local communities that are disproportionately affected by environmental issues such as air quality, repeated flooding, and increasing energy burdens. Managed by the City's Office of Sustainability and Emergency Management, the grant will focus on three primary objectives: launching a regional resilience network, investing in three additional resilience hubs in Washtenaw County, and launching a resilience grant program for community-based organizations. The resilience hubs will be community-serving facilities that support residents through coordinated resource distribution and services. Additionally, the hubs will help to establish community channels for resource pooling, collective emergency response, and more. The award will allow the City to invest directly into residents and community-based organizations, bringing resilience efforts to the most underserved populations.⁵⁵





Food Systems

Strategy 6.1: Improve community food security and access to fresh foods

Strengthening community food security and expanding access to fresh foods can improve public health and resilience in Cleveland Heights. There are food deserts, defined as areas within urban cities with limited access to fresh food, in Cleveland Heights, causing inequitable access to fresh foods. Access to nutritious, fresh foods supports healthier lifestyles, reduces diet-related diseases, and strengthens overall well-being. Ensuring that this access is equitable is particularly important, as low-income households and marginalized communities often face barriers to obtaining fresh produce. By increasing access to fresh foods for all, Cleveland Heights can create a more just and inclusive food system. Additionally, ensuring that fresh food is readily available during extreme weather events bolsters community resilience by providing consistent food access and supporting a reduction of food waste.

Progress to Date: The Cleveland Heights Municipal Court organizes a food co-op that provides fresh produce in the City Hall atrium on the first Wednesday of every month.



Strategy 6.1 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 6.1.1: Design and implement a food rescue program with partners to reduce food waste and serve residents in need	Medium	High	High	High
Action 6.1.2: Expand capacity and community awareness of the produce food co-op at City Hall	Low	Medium	High	High
Action 6.1.3: Integrate existing or future food distribution sites into Resilience Hub resource deployment	Low	High	High	High
Action 6.1.4: Equip community resilience hubs with public refrigeration to preserve fresh food during power outages	Low	High	High	High
Action 6.1.5: Provide other public refrigeration options including dry ice during extreme heat to protect fresh foods	Low	High	High	High

Strategy 6.2: Expand community gardening and urban agriculture

Community gardening and urban agriculture programs offer numerous benefits to environmental sustainability and community well-being. By transforming underutilized spaces into thriving community gardens, the City can create more accessible green spaces that increase access to nutritious, fresh foods and improve food security, particularly for low-income households who may face barriers to obtaining healthy produce. Cleveland Heights residents demonstrated excitement and interest in community gardening, highlighting the demand for these community spaces. Additionally, community gardens are a community touchpoint to engage residents in environmental education and foster stewardship of shared spaces. The community should ensure that sustainable best practices are used for maintenance and upkeep, including eco-friendly alternatives to synthetic pesticides and fertilizer. Partnership with the Cleveland Heights-University Heights School District can also provide an opportunity to engage schools and students in native gardening, sustainable landscaping, and composting.

Progress to Date: The Urban Garden Project in Cleveland Heights is a citywide initiative to increase local biodiversity by converting areas of traditional turf lawn to native plants and ground coverings that do not require mowing. The Urban Garden Project aims to provide assistance and helpful resources to residents in making this transition, with the hopes of supporting local biodiversity and managing stormwater.⁵⁶



Strategy 6.2 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 6.2.1: Create and manage a city-run community garden program	Low	Low	Medium	High
Action 6.2.2: Plant fruit trees in the public right-of-way	Medium	Low	Medium	High
Action 6.2.3: Provide incentives to increase fresh food markets in underserved neighborhoods	Low	Low	Medium	High
Action 6.2.4: Develop a program to provide small grants to community-run urban gardens for schools and underserved communities	Low	Low	Medium	High
Action 6.2.5: Restore and adapt underutilized spaces such as vacant lots for community gardens and urban agriculture	Medium	Medium	Medium	High
Action 6.2.6: Encourage the use of heat-tolerant crop varieties in local urban agriculture and gardens	Low	High	Medium	High



Natural Areas and Land Use

Strategy 7.1: Revitalize brownfields, vacant lots and vacant buildings

Transforming underutilized and often contaminated sites into productive spaces can reduce blight, improve public health, and offer new community spaces. By remediating brownfields, the city can eliminate environmental hazards, making the land safer for residents and future development. Revitalized vacant lots can be repurposed for community-serving projects, such as parks, community gardens, or new commercial and residential developments, which can stimulate local economic growth and increase property values. Additionally, these efforts promote sustainable land use by maximizing available space and supporting the city's broader goals of environmental resilience and urban renewal.

Progress to Date: The City of Cleveland Heights was recently awarded a grant of \$274,000 through the Ohio Department of Development's Demolition and Site Revitalization Grant program to demolish the former Hillside Dairy building and prepare the property for redevelopment.⁵⁷ The structure has been vacant since 2021, when structural issues and asbestos were identified. The city had previously set aside \$300,000 to rehabilitate this site, of which \$160,000 will be used on immediate site improvements following demolition. It is part of the city's plan to revitalize the Noble Road Corridor.

Additionally, the Cuyahoga County Land Reutilization Corporation received a 2024 Ohio Brownfield Remediation Grant for the Taylor Tudor Plaza Redevelopment. Grant funds will focus on the rehabilitation of three historic mixed-use buildings in Cleveland Heights. The project will address asbestos, lead-based paint, and mold, and install a sub-slab depressurization system. The redevelopment project as a whole will transform the site into 44 apartments, eight work/live units, and retail spaces, creating 65 new jobs.⁵⁸



Strategy 7.1 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 7.1.1: Conduct a community wide brownfields assessment to identify parcels for green spaces and renewable energy	Medium	Medium	Medium	High
Action 7.1.2: Pursue state and federal grant funding for brownfield inventory, assessment, cleanup, and redevelopment	Medium	Medium	Medium	High
Action 7.1.3: Invest in workforce development training for brownfield site remediation to benefit unemployed and underemployed community members and City employees	Medium	Medium	High	High
Action 7.1.4: Expand park space including mini parks, pocket parks and overall parkland	Medium	Medium	High	High
Action 7.1.5: Identify vacant property to use for compost sites and community garden sites	Medium	Medium	High	High

Case Study: Solar Brownfield Project in Cleveland, OH

Cuyahoga Metropolitan Housing Authority (CMHA) developed a 1.1 MW, 4,212-panel solar project on a previously vacant brownfield next to the agency's headquarters in Cleveland. The project was built at no upfront cost to CMHA; Carbon Vision will lease the land from CMHA and own the solar farm for 15 years. CMHA will then have the option to buy it after the first 15-year period. The developers secured a low-interest loan from KeyBank because the project is located in a targeted community redevelopment area. Cleveland Public Power will buy electricity produced by the solar arrays and sell it to CMHA at a discounted rate. FirstEnergy will also buy the renewable energy credits.⁵⁹

Strategy 7.2: Nurture a healthy tree canopy

Supporting a healthy tree canopy offers numerous environmental and community benefits for Cleveland Heights. A well-maintained tree canopy acts as a carbon sink, absorbing carbon dioxide and helping to reduce the city's overall net greenhouse gas emissions. In one year, a single tree can sequester over 48 pounds of carbon dioxide. In Cleveland Heights, the tree canopy sequesters 1,500 MTCO₂e annually. Across the city's 20 Census Tracts, the existing tree canopy is 37%; however, the tree canopy declined by an average of nearly 15% between 2011-2017.⁶⁰

In community engagement sessions, residents identified a need to address dying trees, as they pose a risk during severe storms and high winds. Additionally, residents support efforts to expand the tree canopy, with an emphasis on sustainable landscaping practices to maximize environmental benefits. Finally, residents were concerned about ensuring that healthy, mature trees do not get removed unnecessarily and preserving existing natural areas. One suggestion was to ensure that any City tree maintenance staff or contractors have the proper training to determine viability of uprooted trees. The State of Ohio's Department of Natural Resources offers a Tree Commission Academy that provides formal training to volunteer tree commissioners, public managers, and elected officials that can be leveraged to build City expertise and ensure that the canopy is managed in accordance with best practices.

Ensuring that trees are healthy also reduces the risk of storm damage from fallen dead trees, making neighborhoods safer during severe weather events. Additionally, trees provide critical shade to reduce the urban heat island effect and contribute to building energy efficiency by providing natural cooling. Overall, maintaining a healthy tree canopy enhances climate resilience, promotes sustainability, and improves quality of life for residents.

Progress to Date: The City of Cleveland Heights is currently looking into developing an Urban Forestry Master Plan. The plan, when developed, will include an inventory of existing trees, an analysis of canopy health, and set goals for increasing tree canopy coverage to improve community resilience. The City has also been a member of Tree City USA for 46 years and has a program for installing free trees into the trees lawns for residents who make the request,



Strategy 7.2 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 7.2.1: Utilize native tree varieties, trees appropriate for future USDA hardiness zones projections, or the best tree for the site on city-owned properties as determined by the City forester	Low	High	Medium	Medium
Action 7.2.2: Conduct a new tree canopy assessment to determine the health and preservation of all viable trees in the near and long term while identifying trees most at risk to uprooting and damaging structures during severe weather	High	High	Medium	Medium
Action 7.2.3: Regularly trim trees and maintain landscaping on city property to minimize tree damage and downed power lines during high winds and tornadoes	High	High	Medium	Medium
Action 7.2.4: Set a goal to increase tree canopy with a priority in areas of low tree canopy percentage and plant native, climate resilient trees community-wide to maintain a vibrant urban tree canopy	Medium	Medium	High	High
Action 7.2.5: Encourage public participation and stakeholder engagement to ensure that vibrant green space and watershed riparian corridors in Cleveland Heights are preserved and protected	Medium	High	High	Medium

Partner Highlight: Heights Tree People

Heights Tree People is a volunteer organization that works to plant trees and engage residents in Cleveland Heights and University Heights. They lead community tree planting projects and have programs to supply and plant trees in residents' front yards for free. In addition to tree planting, Heights Tree People is dedicated to educating the community on how to care for trees and engaging residents on caretaking for the local habitat and planet.

Strategy 7.3: Identify opportunities to expand green spaces in all neighborhoods

Expanding green spaces in all neighborhoods can enhance public health by providing areas for physical activity, reducing stress, and improving mental well-being. From a climate perspective, green spaces act as carbon sinks, sequestering carbon and reducing the city's overall carbon footprint. Green spaces can also mitigate the urban heat island effect by lowering temperatures in densely developed areas, which often experience higher heat levels due to a lack of vegetation and an abundance of paved surfaces. Across the community, an average of 39% of the land area is covered by impervious surfaces. However, development is concentrated in certain areas, with some covered up to 52% by impervious surfaces.⁶¹ Residents of Cleveland Heights deeply value access to green space and voiced their support to maintain and expand green spaces.

Progress to Date: There are a total of 135 acres of city-managed parks and open spaces within Cleveland Heights. The Coventry PEACE Park, Spirit Park, Sunset Park, and Noble Park are additional spaces not managed by the city. To ensure these resources are safeguarded for the future, the City is developing a 10-year Parks, Recreation, and Open Space Master Plan that will focus on locating new parks and open space opportunities, as well as address current natural resource management and park landscaping strategies among other initiatives.

In Chapter 1165.05 of the Zoning Code, large-scale residential developments are required to have a minimum of 30% of the net area dedicated to active or passive open space. This includes features such as natural water features, parks, playgrounds, greenbelts, greenways, and community gardens.⁶²

Strategy 7.3 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 7.3.1: Prioritize greenspace investments in disadvantaged communities and communities most impacted by the urban heat island effect	Medium	Medium	High	High
Action 7.3.2: Develop minimum requirements for greenspace in commercial developments through a code update	Medium	Medium	Medium	High
Action 7.3.3: Complete and implement the Cleveland Heights Parks, Recreation, and Open Space Master Plan	Medium	Medium	High	High
Action 7.3.4: Expand landscape requirements in new parking lots	Medium	High	Medium	Medium

Strategy 7.4: Support native species, biodiversity and healthy habitats in city parklands

Promoting native species and biodiversity can support local environmental health and advance sustainable landscaping practices. Native plants and trees are naturally suited to the local environment, which can reduce or eliminate the need for synthetic fertilizers and watering. Expanding native species supports local wildlife, including essential pollinators which are at risk due to climate change.

Progress to Date: In the City Zoning Code (Chapter 1166.02), planned developments must submit landscape plans to the Zoning Administrator for approval. The landscape plan must consist of at least 30% native plants and trees.⁶³ The Planning and Development Department is currently working with landscape architects to propose updates on the City’s codes for 2025 regarding native plant use.

Partner Highlight: Friends of Heights Parks

Friends of Heights Parks is a nonprofit organization that engages with the community to inspire and build appreciation for the parks in Cleveland Heights. FoHP has presented numerous talks within the community that were co-sponsored by the City Parks and Recreation Department to educate the public on the importance of supporting native species and biodiversity. They have hosted five native plant sales, and frequently lead “Walks in the Parks” throughout the year. These are opportunities for residents to learn about native species on a guided tour of the parks with historians and naturalists. The organization has plans to expand its activities in the coming year to support the Climate Forward Plan and increase its impact.



Strategy 7.4 Actions	Potential Benefits and Co-Benefits			
	<i>GHG Mitigation</i>	<i>Resilience</i>	<i>Climate Equity</i>	<i>Public Health</i>
Action 7.4.1: Collaborate with local partners to host educational events for residents on pollinator gardens, native species, and environmentally-friendly landscaping	Medium	High	Medium	Medium
Action 7.4.2: Generate local compost at City Hall to decrease the use of synthetic fertilizer	Medium	Medium	Low	Medium
Action 7.4.3: Eliminate synthetic fertilizer and pesticide use on city-owned property	Medium	Medium	Low	Medium
Action 7.4.4: Create an annual recognition program for residential gardens and yards that exemplify environmentally-friendly landscaping practices and native plants	Medium	Medium	Low	Low
Action 7.4.5: Prioritize using vacant properties to plant native trees to increase canopy, and plant native shrubs and perennials to increase pollinator habitat	Medium	Medium	High	High

Strategy 7.5: Encourage denser, mixed-use development to create walkable neighborhoods

Promoting denser, mixed-use development to create walkable neighborhoods can reduce transportation-related emissions and provide numerous social and economic benefits. Mixed-use development integrates residential, commercial, and recreational spaces within a single area, promoting accessibility and reducing reliance on cars. During the Climate Action Workshop, community members highlighted that mixed-use development would help decrease their reliance on cars and suggested that new developments should be located adjacent to existing green spaces and parks for residents to easily access. Walkable neighborhoods foster social interaction, creating vibrant communities where residents can connect easily. Additionally, they offer health and social benefits by encouraging physical activity and providing convenient access to amenities and services.

Progress to Date: In the City Code, Cleveland Heights has established three special districts with the goals of creating an opportunity for new, innovative development, encouraging sustainable development, and expanding residential, commercial, and mixed-use development.⁶⁴

One of the most prominent new developments is the Cedar Lee Meadowbrook Project. In March 2023, the City finalized a financial agreement with the developer to redevelop a 4.8-acre parcel between Cedar Road and Meadowbrook Road. The developer will invest \$66 million to create 206 luxury apartments, 8,500 square feet of commercial, retail, and restaurant space, and public park and greenspace.⁶⁵

Strategy 7.5 Actions	Potential Benefits and Co-Benefits			
	GHG Mitigation	Resilience	Climate Equity	Public Health
Action 7.5.1: Re-evaluate zoning code to identify areas where increased density or mixed-use buildings could be appropriate (in growing neighborhoods, areas near existing higher densities or near commercial areas)	Medium	Low	Medium	Low
Action 7.5.2: Reduce parking minimums to allow for denser, mixed-use development	Medium	Low	Low	Low
Action 7.5.3: Streamline permitting for mixed-use developments that incorporate sustainable design elements	Medium	Low	Low	Low





SECTION 5:

Implementation

Now that the Climate Forward Plan has been completed, it's important to note that ongoing public education and outreach are vital components of implementing the Cleveland Heights Climate Forward Plan to ensure community engagement, understanding, and participation. In addition, utilizing and operationalizing the Implementation Roadmap that has been developed for the Climate Forward Plan will be a critical part of ensuring that the recommendations in this report come to fruition. Important next steps for implementation include:

- 1.) **Establishing City Communication Channels:** By establishing a robust website presence, the City can create a central hub for information, resources, and updates that empower residents to contribute to climate action and resilience. The website should serve as an educational tool, featuring user-friendly sections that explain the plan's goals, timelines, and environmental impacts in accessible language. Interactive features, such as a tracking dashboard, volunteer sign-ups, and forums for community feedback, will foster a further sense of ownership among residents. Additionally, the website will highlight success stories, share progress metrics, and provide a calendar of upcoming workshops, events, and public hearings. Effective outreach through this platform builds trust, values transparency and inspires collective action, ensuring that climate initiatives are embraced as a shared responsibility across the community.
- 2.) **Conducting Ongoing Public Outreach and Engagement Activities:** Similar to the development phase of this plan, community engagement will remain an integral part of the implementation of each part of this plan. The City will take the lead on engaging with stakeholders through periodic workshops, focus groups and one-on-one interviews, where applicable.

- 3.) Connecting the Strategies and Actions to Funding Sources: The one time and on-going costs for each action contained in the Climate Forward Plan has been modeled. In addition, the Implementation Plan has funding and other resources listed where available. The City will need to make a concerted effort to identify grant writing resources to pursue additional funding for implementation. In addition, as part of its on-going Capital Improvement Program (CIP), the Implementation Roadmap will be taken and converted into projects.
- 4.) Establishing an interdepartmental working group: The Mayor's Office and the Sustainability and Resilience Coordinator will provide direct input on all strategies and actions during the implementation phase. To streamline this process, there are assigned implementation leads for each action included in the Implementation Roadmap, along with key local stakeholders to engage, including other City departments, public agencies, nonprofit organizations, labor, and resident groups. In order to avoid a siloed approach and ensure collaboration, the City should create an interdepartmental working group for staff to regularly communicate and work together on the implementation of the Climate Forward Plan.

Implementation Roadmap

The Implementation Roadmap was created as a tool for the City of Cleveland Heights to leverage for the implementation of the strategies and actions included in the Climate Forward Plan. The Roadmap is intended to be a flexible, evolving document that the City revisits and refines throughout the implementation phase. Each of the Roadmap columns are described below:

- **Implementation/Oversight Authority (Authority):** The Sustainability and Resilience Coordinator and the Mayor's Office will provide direct input on all Roadmap strategies and actions during the implementation phase. The City departments and staff listed in this column are intended as a guide for who would be best suited to oversee the implementation of the action.
- **One-time Costs:** This column includes an estimate of the one-time, upfront costs for implementation. Costs are provided in a range and may vary depending on the scale of implementation. The one-time cost estimate is provided as a guide for budget allocation, implementation prioritization, and procurement. The budget categories include:
 - Low: Less than \$100,000
 - Medium: \$100,000 - \$500,000
 - High: Over \$500,000
- **Ongoing Costs:** This column includes an estimate of the ongoing costs associated with each action. This may include operations, maintenance, or funds for annual programming. Similar to one-time costs, required budget amounts are provided in a range and may change depending on the scale of implementation. The estimate can provide a guide for budget allocation, implementation prioritization, and procurement.
 - Low: Less than \$100,000
 - Medium: \$100,000 - \$500,000
 - High: Over \$500,000

- **Funding and Implementation Resources:** This column includes funding opportunities, technical assistance resources, and case studies to support implementation of each action. The status of funding may change over time, depending on the budget allocated from the county, state, and federal government.
- **Timeline:** This column includes an estimated time it would take to implement each action.
 - Short: Less than 1 year
 - Medium: 1-3 years
 - Long: Over 3 years
- **Potential Key Performance Indicators (KPIs):** This column includes a list of potential KPIs that the City can utilize to measure and track success. The City will determine the feasibility and priority of the KPIs per action during the implementation phase.

Buildings and Energy

Strategy 1.1: Increase community access and use of renewable energy, including solar, wind, and geothermal

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 1.1.1: Increase adoption of NOPEC's local renewable energy aggregation program	Communications and Public Engagement Department	Low	Low		Short	- Number of residential households participating in 100% renewable energy option (#) - Total kWh residential participants purchased through the 100% renewable option (kWh) - Number of commercial customers participating in 100% renewable energy option (#) - Total kWh commercial participants purchased through the 100% renewable option (kWh) - Number of multi-family and commercial buildings with on-site renewable energy source (#) - GHG reduction (MT CO2e)
Action 1.1.2: Provide information to residents on how to access tax credits and other incentives to implement residential solar as well as heat pumps	Communications and Public Engagement Department	Low	Low	PCFO has an IRA Resource Hub with comprehensive information on tax credits. Environmental Health Watch is select vendor of USEPA on accessing tax credits from the IRA for home energy efficiency and electrification and could be an additional resource.	Short	- Number of residents reached with communications on solar tax credits and incentives (#) - Number of residents claiming tax credits for solar (#) - Number of residential solar installations (#) - Residential tax credit dollars leveraged (\$)
Action 1.1.3: Encourage local business to conduct a solar feasibility assessment for their property	Communications and Public Engagement Department	Low	Low	Ohio State University has compiled online tools that businesses can utilize to assess the feasibility of small-scale renewable energy.	Medium	- Number of businesses engaged on solar feasibility assessments (#) - Number of businesses with completed solar feasibility assessments (#)
Action 1.1.4: Create incentives such as fast tracked permitting for new multi-family and commercial buildings to install on-site solar	Building Department	Low	Low	SolSmart provides technical assistance to help cities reform their solar permitting processes.	Medium	- Number of multi-family and commercial buildings with on-site solar (#) - Total solar installed on multi-family and commercial buildings (kW) - Average time for solar permit approval (# of days)
Action 1.1.5: Advocate for state policies that increase access and adoption of solar, including community solar	Mayor's Office	Low	Low		Medium	
Action 1.1.6: Work with the regional green bank, GO Green Energy Fund, to provide access to solar energy for low-income households	Sustainability and Resilience Coordinator	High	High	GO Green Energy Fund is the regional green bank.	Long	- Total solar implemented (kW) through green bank partnership - Number of low and middle-income households served by solar energy (#) - Average annual energy cost savings for low-income households (\$) - Usage metrics of electricity from the renewable source (#)
Action 1.1.7: Collaborate with local partners to create a solar co-op for collective purchasing	Sustainability and Resilience Coordinator	Low	Low	Solar United Neighbors (SUN) facilitates and supports solar co-ops throughout Ohio.	Long	- Number of residential households that purchased solar through a co-op (#) - Total solar installed through solar co-op (kW)

Action 1.1.8: Establish a Carbon Neutrality Fund	Sustainability and Resilience Coordinator	High	Medium	Federal and state grant funding is limited. Foundations or city funds will likely be needed to capitalize the fund. Cost savings from implemented projects can be revolved into the fund. The City of Toledo created a 1% for the Environment Fund , allocating 1% of the City's annual General Fund for climate projects.	Long	- Dollars invested from the Carbon Neutrality Fund (\$) - Number of projects funded through the Carbon Neutrality Fund (#) - GHG emissions reduced from projects funded through the Carbon Neutrality Fund (MT CO2e)
Action 1.1.9: Invest in workforce development training for solar installations to benefit unemployed and underemployed community members	Economic Development	High	Medium	IBEW operates the Cleveland Electrical Joint Apprenticeship and Training Center that offers electrical and solar training programs. The Midwest Renewable Energy Association (MREA) offers several renewable energy training programs and serves the state of Ohio. The State of Ohio previously funded two rounds (2023 and 2024) of Industry Sector Partnership Grants. These grants provided funding and support to local communities interested in starting or accelerating an industry sector partnership.	Long	- Number of CH residents who complete a solar training program (#) - Job placement rate for participants who complete the training (%) - Average wage increase for participants who are placed in solar jobs (\$) - Number of CH residents in local solar workforce (#)
Action 1.1.10: Review options to establish a baseline building performance standard for new construction	Building Department	Low	Low	University of Cincinnati received a Resilient and Efficient Building Codes (RECI) grant to support the design and implementation of an equitable building performance standard, with partner cities of Cincinnati, Cleveland, Columbus, and Dayton. Findings will support BPS implementation statewide. Building on the work of RECI, the City of Cincinnati received an IRA Building Codes grant to develop and adopt a BPS and create the Ohio High Performance Buildings Hub – a “one stop shop” connecting building owners to financing solutions and incentives along with the support, education, and training needed meet BPS targets.	Medium	- Implementation of a building performance standard
Action 1.1.11: Identify sites for utility-scale solar developments and pursue implementation to provide clean energy to residential and commercial properties	Planning and Development Department	High	Medium	The City can leverage the 30% Investment Tax Credit through IRA Direct Pay, as well as bonus credits as applicable. Direct Pay can potentially be a source of finance for utility scale solar PV at the municipal level. The City could also pursue creative public-private partnership models, such as PPAs, to implement local distributed energy without upfront costs.	Long	- Number of sites identified for utility-scale solar (#) - Total solar capacity installed (kW or MW) - Number of households served (#) - Number of commercial properties served (#)

Strategy 1.2: Improve energy efficiency and expand clean energy use for municipal buildings

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 1.2.1: Expand the deployment of solar, wind, and other renewable energy options at city-owned properties, such as the Fire Department, including rooftop solar and solar canopies	Building Department	High	Medium	The City can leverage the 30% Investment Tax Credit through direct pay, as well as bonus credits as applicable. The City could also pursue creative public-private partnership models, such as PPAs, to implement local distributed energy without upfront costs.	Long	- Number of solar installations at city-owned properties (#) - Total solar installed (kW or MW) - Annual energy cost savings (\$) - GHG emissions reduced (MT of CO2e)

Action 1.2.2: Require LEED certification (or comparable sustainability rating) for all new municipal construction and pursue retrofits for sustainability certification at existing buildings	Building Department	High	Low	The Ohio Energy Efficiency Program (applications due July 31, 2025) provides grants for energy efficiency upgrades that achieve a 15% or greater reduction in energy usage. The Ohio Advanced Energy Fund Grant (applications due Feb 17, 2025) provides grants for upgrading buildings for energy savings, with an expanded scope of eligible costs compared to the Ohio Energy Efficiency Program/ Projects must achieve a 15% or greater reduction in energy usage. The Ohio Energy Loan Fund provides loans to finance energy efficiency improvements that reduce energy consumption by at least 15%. The City can also utilize public-private financing opportunities, like a Guaranteed Energy Savings Contract (GESc), to finance energy efficiency improvements at no upfront cost.	Long	- Number of city-owned buildings with LEED certification at each level (#) - Annual energy savings realized through LEED standards (kWh) - Average cost savings realized through LEED standards (\$) - GHG reduction from the implementation of LEED standards (MT CO2e)
Action 1.2.3: Continue to replace indoor and outdoor lighting at City facilities with energy efficient alternatives, such as motion-sensored lights and LEDs	Planning and Development Department	Medium	Low	The Ohio Energy Efficiency Program (applications due July 31, 2025) provides grants for energy efficiency upgrades that achieve a 15% or greater reduction in energy usage. The Ohio Advanced Energy Fund Grant (applications due Feb 17, 2025) provides grants for upgrading buildings for energy savings, with an expanded scope of eligible costs compared to the Ohio Energy Efficiency Program/ Projects must achieve a 15% or greater reduction in energy usage. The Ohio Energy Loan Fund provides loans to finance energy efficiency improvements that reduce energy consumption by at least 15%. The City can also utilize public-private financing opportunities, like a Guaranteed Energy Savings Contract (GESc), to finance energy efficiency improvements at no upfront cost.	Short	- Number of lights at city facilities replaced with LEDs (#) - Annual energy savings from LED conversion (kWh) - Annual cost savings from LED conversion (\$)
Action 1.2.4: Enact a policy to require Dark Sky compliant lighting in the community	City Council, Mayor	Low	Low	DarkSky International has a model outdoor lighting ordinances and codes .	Short	- Dark Sky policy enacted
Action 1.2.5: Implement the Leopardo Energy Efficiency Improvement project and complete the proposed energy efficiency upgrades	Sustainability and Resilience Coordinator	Low	Low		Medium	- Annual energy savings from completed upgrades (kWh) - Annual cost savings from completed upgrades (\$) - GHG reduction from completed upgrades (MT CO2e)
Action 1.2.6: Develop an energy dashboard to monitor city building energy use, prioritize upgrades, and quantify energy and emissions savings	Sustainability and Resilience Coordinator	Low	Low	ENERGY STAR provides a free online tool, Portfolio Manager , that can be used to benchmark building energy, water, waste, and emissions.	Short	- Number of buildings tracked in the energy dashboard (#) - Total energy consumption of the building portfolio (kWh) - Annual energy savings achieved through building upgrades (kWh) - Annual cost savings achieved through building upgrades (\$) - GHG reduction from building upgrades (MT CO2e)

Strategy 1.3: Advance equitable energy efficiency programs for residential and commercial buildings						
Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 1.3.1: Encourage installation of electric appliances, like heat pumps, for all new housing developments to reduce reliance on natural gas through local incentives, discounts, or rebates	Building Department	High	High	For commercial properties, the 179D Commercial Buildings Energy-Efficiency Tax Deduction allows businesses to claim a tax credit for implementing energy efficiency upgrades. Businesses can claim up to \$1 per square foot if they reduce energy by 50% or more.	Long	- Financial incentives provided for electric appliances (\$) - Adoption rate of electric appliances for new housing developments (% of units) - Reduction in residential natural gas emissions (MT CO2e)
Action 1.3.2: Create a program to incentivize energy efficiency retrofits and identify barriers of entry for existing multi-family and commercial properties	Building Department	High	High	The Ohio Energy Efficiency Program (applications due July 31, 2025) provides grants for energy efficiency upgrades that achieve a 15% or greater reduction in energy usage. The Ohio Advanced Energy Fund Grant (applications due Feb 17, 2025) provides grants for upgrading buildings for energy savings, with an expanded scope of eligible costs compared to the Ohio Energy Efficiency Program/ Projects must achieve a 15% or greater reduction in energy usage. The Ohio Energy Loan Fund provides loans to finance energy efficiency improvements that reduce energy consumption by at least 15%. For commercial properties, the 179D Commercial Buildings Energy-Efficiency Tax Deduction allows businesses to claim a tax credit for implementing energy efficiency upgrades. Businesses can claim up to \$1 per square foot if they reduce energy by 50% or more.	Medium	- Number of multi-family and commercial property owners engaged (#) - Number of properties with completed energy efficiency retrofits (#) - Energy savings from completed energy efficiency retrofits (kWh) - Household cost savings from completed energy efficiency retrofits (\$) - GHG reduction from completed energy efficiency retrofits (MTCO2e) - Incentives provided for energy efficiency retrofits (\$)
Action 1.3.3: Work with partners and identify funding sources to expand home weatherization, healthy home, and energy efficiency upgrades for low-income households	Sustainability and Resilience Coordinator	Low	Low	Cuyahoga County's assistance programs Home Weatherization Assistance Program (HWAP) and Home Energy Assistance Program (HEAP). Ohio Department of Development's assistance programs High-Efficiency Electric Home Rebate Act and Home Efficiency Rebates (HOMES) (expected to launch in early 2025).	Medium	- Number of homes with implemented weatherization and energy efficiency improvements (#) - Energy savings realized (kWh) - Average household energy cost savings (\$)
Action 1.3.4: Provide energy efficiency technical assistance to homeowners and businesses on financing options, tax credits, local service providers, and equipment	Sustainability and Resilience Coordinator	Low	Low	PCFO has an IRA Resource Hub with comprehensive information on tax credits.	Medium	- Number of homeowners and businesses receiving energy efficiency technical assistance from the City (#) - Number of households utilizing tax credits for home energy efficiency (#) - Tax credits received for residential home energy efficiency (\$) - Number of businesses utilizing tax credits for energy efficiency (#) - Tax credits/rebates received for business energy efficiency (\$) - GHG reduction in the residential energy sector (MT CO2e) - GHG reduction in the commercial energy sector (MT CO2e)

Action 1.3.5: Review options to implement a voluntary energy benchmarking ordinance for municipal and commercial buildings	Planning and Development Department	Low	Low	University of Cincinnati received a Resilient and Efficient Building Codes (RECI) grant to support the design and implementation of an equitable building performance standard, with partner cities of Cincinnati, Cleveland, Columbus, and Dayton. Findings will support BPS implementation statewide. Building on the work of RECI, the City of Cincinnati received an IRA Building Codes grant to develop and adopt a BPS and create the Ohio High Performance Buildings Hub – a “one stop shop” connecting building owners to financing solutions and incentives along with the support, education, and training needed meet BPS targets.	Medium	- Voluntary energy benchmarking ordinance passed
Action 1.3.6: Invest in workforce development training for energy efficiency audits and installations to benefit unemployed and underemployed community members	Economic Development	High	Medium	IBEW operates the Cleveland Electrical Joint Apprenticeship and Training Center that offers electrical and energy efficiency training programs. The State of Ohio previously funded two rounds (2023 and 2024) of Industry Sector Partnership Grants. These grants provided funding and support to local communities interested in starting or accelerating an industry sector partnership.	Medium	- Number of CH residents who complete an energy efficiency training program (#) - Job placement rate for participants who complete the training (%) - Average wage increase for participants who are placed in energy efficiency jobs (\$) - Number of CH residents in local energy efficiency workforce (#)
Action 1.3.7: Explore opportunities to update the City's Building and Fire Codes through coordination with the Ohio Board of Building Standards	Building Department	Low	Low		Medium	- Building and Fire Code updates
Action 1.3.8: Advocate for state policies that increase access and adoption of home electrification	Mayor's Office	Low	Low		Medium	

Strategy 1.4: Increase the resilience of residential, commercial, and municipal buildings

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 1.4.1: Integrate resilient materials, such as reflective roofing and wind-resistant windows, into city-owned buildings	Building Department	Medium	Medium	EPA has offered two rounds of the Equitable Resilience Technical Assistance program . Though the most recent cohort has closed, it may open again for future rounds.	Medium	- Number of buildings retrofitted for resilience (#) - Reduction in maintenance costs (\$)
Action 1.4.2: Pre-approve and provide incentives for resilient materials for residential roof repairs	Building Department	Medium	Low	Ohio Department of Aging offers assistance to seniors for critical home repairs, including roofing. The City of Toledo has a Rooftops Repair Program which provides financial assistance and construction management for roof repair or replacement for up to 650 LMI households. Though there isn't an explicit focus on resilient materials, it is a potential model for implementation.	Long	- Number of incentive applications approved (#) - Number of residential roofs repaired (#)

Action 1.4.3: Educate the community on actions to improve building resilience, such as elevating furnaces and hot water heaters	Communications and Public Engagement Department	Low	Low	HUD developed a set of actionable guidelines for resilient residential buildings.	Medium	- Number of households reached with communications and educational materials (#)
Action 1.4.4: Install surge protectors and backup generators for critical City facilities and support residential adoption to handle power outages	Building department	Medium	Low	The FEMA Hazard Mitigation Grant Program allows funding to be used for the purchasing of backup generators for critical facilities if the correct project criteria are met.	Medium	- Number of surge protectors installed (#) - Number of critical City facilities with backup power (#) - Number of residents reached with educational materials (#)
Action 1.4.5: Research and identify options for newer climate-resilient insurance for residents	Communications and Public Engagement Department	Low	Low	PWC developed a report on 'Climate Risk and Insurance' .	Short	- Number of climate resilient insurance programs identified (#) - Number of residents reached with communications on climate resilient insurance options (#)
Action 1.4.6: Expand tree stewardship program to provide guidance and technical assistance for tree maintenance contracts	Public Works	Low	Low	As a recognized Tree City USA, Cleveland Heights has access to technical assistance from the Arbor Day Foundation.	Medium	- Number of contractors engaged in technical assistance (#)

Strategy 1.5: Increase the resilience of local electricity infrastructure

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 1.5.1: Develop local microgrids to support critical infrastructure during power outages	Sustainability and Resilience Coordinator	High	Low	The City can leverage the 30% Investment Tax Credit through direct pay, as well as bonus credits as applicable. ITC can support solar integration in the microgrid.	Long	- Microgrid capacity installed (MW) - Reduction in the duration of power outages (hours) - Solar capacity installed (kW or MW) - Energy cost savings (\$) - Energy savings (kW)
Action 1.5.2: Coordinate with First Energy to ensure that new or upgraded power infrastructure is resilient during extreme weather events	Mayor's Office	Low	Low	The Public Utilities Commission of Ohio's Preventing Outages and Enhancing the Resilience of the Electric Grid grant program provided grants to implement resilience improvements to electric grid infrastructure. The program was funded through the Bipartisan Infrastructure Law.	Medium	- Number and duration of power outages during extreme weather events (#, hours) - Energy reliability (uptime %)
Action 1.5.3: Implement a dig once policy to facilitate resilience measures to utility infrastructure	City Council, Mayor	Low	Low	Though dig once policies are typically focused on broadband, this policy can notify utility providers of all types when there is a major street excavation process. This resource from the Federal Highway Administration provides an overview of dig once policies and joint trench agreements.	Short	- Dig Once policy passed - Number of organizations on a dig once notification list (#)

Transportation

Strategy 2.1: Reduce transportation emissions from City operations

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
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Action 2.1.1: Use the Fleet Electrification Analysis to develop a vehicle replacement timeline for hybrid and electric vehicles that accounts for procurement periods and existing vehicle age	Planning and Development Department, Mayor's Office	Low	Low	The Charging Smart Program, led by the Great Plains Institute, is free to join. One of the technical assistance resources is support in developing an EV Roadmap for municipal vehicles.	Short	- Fleet Electrification Timeline complete
Action 2.1.2: Adopt an EV-first procurement policy	Planning and Development Department, Mayor's Office	Low	Low	PCFO may be able to provide technical assistance in supporting the development of or reviewing a policy.	Short	- EV-first procurement policy passed
Action 2.1.3: Identify sites for municipal electric vehicle charging stations and explore implementation funding	Planning and Development Department, Mayor's Office	Medium	Low	Through elective pay , the City can access tax credits up to \$100,000 for costs associated with implementing qualified chargers.	Medium	- Number of EV charging sites identified (#) - Implementation funding secured (\$) - Number of EV chargers installed (#) - Fuel cost savings for municipal vehicles (\$) - GHG reduction for EVs compared to internal combustion engine vehicles (MT CO2e)
Action 2.1.4: Pursue solar co-location with municipal electric vehicle charging stations	Planning and Development Department, Mayor's Office	High	Low	The City can leverage the 30% Investment Tax Credit through direct pay, as well as bonus credits as applicable.	Long	- Solar capacity installed (kW) - Energy cost savings (\$) - Fuel cost savings (\$) - GHG reduction (MT CO2e)
Action 2.1.5: Collaborate with neighboring jurisdictions to pursue bulk purchasing of EVs	Sustainability and Resilience Coordinator	Medium	Medium	Atlas Public Policy has a detailed report with information regarding how bulk purchases of Electric Vehicles can reduce the per-unit pricing. The IRS also maintains a Commercial Clean Vehicle Tax credit to assist with costs associated with buying a qualified clean vehicle, and there is no limit to how many credits can be claimed.	Long	- Number of EVs purchased (#) - Percentage of municipal fleet electrified (%) - Cost savings through bulk purchasing (\$) - Maintenance and operations cost savings for municipal vehicles (\$) - Carbon Emissions Reduced (MTCO2e)
Action 2.1.6: Update the City's telework policy to reduce employee commutes for positions where hybrid or remote work is feasible	Mayor or Council	Low	Low		Short	- GHG reduction from avoided commute (MT CO2e)
Action 2.1.7: Conduct an employee commuter survey to understand staff commute methods and develop incentives to reduce high-carbon vehicle trips	Planning and Development Department, Mayor's Office	Low	Low	The Minnesota Department of Administration conducted a Commuter Survey that can be referenced for inspiration on topics to cover, important demographic information, and general rhetoric and tone of the survey. It also has information regarding methodology and important considerations when administering a survey.	Medium	- Percentage of employee commute trips taken by single-occupancy vehicle (%) - Percentage of employee commute trips taken by bike (%) - Percentage of employee commute trips taken by public transit (%) - Percentage of employee commute trips taken by carpool (%) - GHG reduction (MT CO2e)
Action 2.1.8: Provide a subsidized RTA pass for City employees	Mayor's Office	Low	Low	RTA and Cuyahoga County partner to provide subsidized transit passes for employees of the Cuyahoga County Government.	Short	- Percentage of employee commute trips taken by public transit (%) - GHG reduction (MT CO2e)

Strategy 2.2: Encourage the community's transition to electric vehicles

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
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Action 2.2.1: Install publicly available electric vehicle charging infrastructure with a focus on high traffic areas, such as apartments and business districts	Planning and Development Department, Mayor's Office	Medium	Low	Tax-exempt entities can qualify for direct pay for the Federal Alternative Fuel Infrastructure Tax Credit for up to \$100,000 per eligible project site.	Medium	- Number of public EV chargers installed (#) - GHG reduction (MT CO2e) - Number of annual users (#) - Energy delivered (kWh)
Action 2.2.2: Adopt an EV Readiness Ordinance to expand public charging at multi-family buildings, commercial properties, and city-owned facilities	Planning and Development Department	Low	Low	PCFO may be able to provide technical assistance in designing an EV Readiness Ordinance.	Medium	- EV Readiness Ordinance passed
Action 2.2.3: Create an EV charging start-up kit to engage and support residents in installing home charging infrastructure	Communications and Public Engagement Department	Low	Low	Individuals can qualify for an Alternative Fuel Infrastructure Tax Credit to cover 30% of the cost of acquisition and installation of at-home charging equipment, up to \$1000.	Short	- Number of residents engaged in
Action 2.2.4: Participate in the next cohort for the Charging Smart Electric Vehicle Charging Station Assessment	Planning and Development Department	Low	Low	The Charging Smart Program, led by the Great Plains Institute, is free to join.	Short	- EV Charging Station Assessment complete - Number of community EV charging sites identified (#)
Action 2.2.5: Engage the community on the benefits of transitioning to electric vehicles by hosting ride-and-drive events and developing educational resources	Planning and Development Department	Low	Low	Smart Columbus created a best practices guide based on learnings from the Smart Columbus Ride & Drive Roadshow .	Medium	- Number of ride and drive events completed (#) - Number of ride and drive attendees (#) - Number of residents reached with educational resources (#) - EV ownership (#)
Action 2.2.6: Provide resources to support residents in utilizing federal tax credits for EVs and home chargers	Communications and Public Engagement Department	Low	Low	Individuals can qualify for an Alternative Fuel Infrastructure Tax Credit of up to \$7,500 for qualified new electric vehicles, and \$4,000 for qualified pre-owned vehicles. Individuals can qualify for an Alternative Fuel Infrastructure Tax Credit to cover 30% of the cost of acquisition and installation of at-home charging equipment, up to \$1000.	Short	- Number of residents engaged (#) - EV ownership (#) - Number of households with EV chargers - Tax credits leveraged (\$)
Action 2.2.7: Enact mandate to include EV chargers in parking requirements	Planning and Development Department	Low	Low	Great Plains Institute published a "Summary of Best Practices in Electric Vehicle Ordinances" that covers EV charging requirements for parking.	Short	- Policy on EV charging requirements for parking passed

Strategy 2.3: Improve bicycle and pedestrian connectivity and safety

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 2.3.1: Establish a community-wide bike-to-everywhere day to encourage bicycle usage and increase visibility of cyclists to cars	Planning and Development Department	Low	Low	Bay Area Bike to Work hosts annual bike-to-work and bike-to-whenever days in partnership with the nine bay area counties. Their program can be used to inform best practices on hosting community-wide events.	Short	- Number of participants in community-wide bike-to-everywhere day (#) - Number of organizations in community-wide bike-to-everywhere day (#)

Action 2.3.2: Increase the number of dedicated bicycle lanes with a focus on high-traffic corridors	Planning and Development Department	High	Low	The Ohio Department of Transportation provides funding for bike infrastructure improvements, such as bike lanes, through their Transportation Alternatives Program each year. The OH DOT is also currently hosting a special solicitation for bike-related projects that improve safety, convenience, and accessibility. NOACA's TLCI Program is another potential source of funding for the City's bike network.	Long	- Dedicated bike lanes installed (miles)
Action 2.3.3: Implement traffic calming measures and sidewalk repairs to improve safety in alignment with the City's Vision Zero goal and the City's Complete and Green Streets Policy	Planning and Development Department	High	Medium	The Ohio Department of Transportation provides funding for pedestrian safety improvements and traffic calming measures, such as new sidewalks and roundabouts, through their Transportation Alternatives Program each year.	Long	- Annual traffic fatalities (#) - Annual traffic injuries (#)
Action 2.3.4: Complete and implement recommendations developed through the Comprehensive and Equitable Safety Action Plan (CESAP) and the Heights Regional Active Transportation Plan	Planning and Development Department	High	Medium	The US Department of Transportation maintains the Safe Streets and Roads for All (SS4A) Grant Program. The implementation track of SS4A can be used to fund projects that help prevent roadway deaths and injuries and increase general safety.	Long	- Percentage of CESAP actions implemented (%) - Percentage of Heights Regional Active Transportation Plan actions implemented (%)
Action 2.3.5: Assess current bike rack and storage infrastructure and increase through the business districts	Planning and Development Department	Low	Low	The Ohio Department of Transportation provides funding for bike-related improvements, including bike racks, through their Transportation Alternatives Program each year.	Medium	- Number of publicly accessible bike racks
Action 2.3.6: Establish an Active Transportation Fund to support a sustained, year-after-year effort to build a multi-modal transportation network	Planning and Development Department	Medium	Medium	The US Department of Transportation maintains an information page about active transportation that highlights which of its departments provide funding for different types of projects, as well as additional resources for bolstering active transportation.	Long	- Dollars invested in the local multi-modal transportation network (\$) - Percentage of trips taken by public transit (%) - Percentage of trips taken by bicycle (%) - Percentage of trips taken by walking (%)

Strategy 2.4: Expand accessibility and use of public transit and shared mobility services

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 2.4.1: Work with RTA to improve the frequency and reliability of public bus service while encouraging an expansion of ridership and patronage	Mayor's Office	Low	Low	The State of Ohio's Office of Transit provides an annual grant program to support improvements in transportation options and mobility for Ohioans. Eligible project categories include bus shelters, expansion vehicles, intercity buses, mobility management, operating assistance, pilot demonstration projects, and more.	Medium	- Number of buses per hour (#) - RTA ridership (#) - Percentage of trips taken by public transit (%)
Action 2.4.2: Explore funding and operations feasibility for a free shuttle service that connects business districts	Mayor's Office	Low	Low	The State of Ohio's Office of Transit provides an annual grant program to support improvements in transportation options and mobility for Ohioans. Eligible project categories include bus shelters, expansion vehicles, intercity buses, mobility management, operating assistance, pilot demonstration projects, and more.	Medium	- Feasibility assessment of a free shuttle service complete

Action 2.4.3: Continue to engage in the Cuyahoga County Micro-Mobility Network Expansion working group and expand scootershare, rideshare, and bikeshare options	Planning and Development Department	Low	Low		Long	- Number of shared-mobility providers operating in Cleveland Heights (#) - Average cost per ride (\$) - Number of annual shared-mobility users (#)
Action 2.4.4: Collaborate with the Cleveland Heights-University Heights School District to support the transition to electric school buses	Sustainability and Resilience Coordinator	Low	Low	The EPA administers the Clean School Bus Program which provides rebates for the replacement of up to 50 school buses with new, battery electric models.	Medium	- Number of electric school buses (#)
Action 2.4.5: Create a transit oriented development overlay to the zoning code to encourage greater density and transit use along transit corridors	Planning and Development Department	Medium	Medium	The US Department of Transportation has previously administered a pilot program for Transit-Oriented Development Planning . New rounds of funding could prove opportunities to develop a transit-oriented development overlay,	Medium	- Changes to the Zoning Code passed
Action 2.4.6: Adopt a Shared Parking ordinance to allow for an effective reduction in parking minimums for new construction	Planning and Development Department	Low	Low	The City of Zanesville, OH has a Shared Parking policy in the City's zoning code that allows up to 40% of a parking lot to be used for shared parking.	Short	- Shared Parking ordinance passed
Action 2.4.7: Reduce parking minimums for construction within ¼ mile of high frequency transit stops	Planning and Development Department	Low	Low	Cleveland passed a policy removing parking minimums within a quarter-mile or 5-minute walk of a high frequency transit stop.	Short	- Parking minimums amended
Action 2.4.8: Create incentives such as density bonuses for building owners who support active transportation choices with amenities like covered bike parking and discounted transit passes	Planning and Development Department	Low	Low	The City of Plain City, OH has codified a density bonus of up to 25% for new developments that have dedicated open space, additional amenities, and significant natural features. Though this does not include active transportation options, it can be used as a model policy to tailor to Cleveland Heights's priorities.	Medium	- Number of buildings that participate in incentive bonus (#)

Strategy 2.5: Improve transportation infrastructure's resilience to climate change

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 2.5.1: Implement cool pavement strategies and materials to reduce heat islands and mitigate damage from extreme heat	Public Works	High	Medium	The EPA published a report that outlines methods of utilizing cool pavement technology to reduce heat islands in urban and suburban environments. Through the Northeast Ohio Regional Sewer District, Green Infrastructure Grants are also available for projects such as pervious pavement and rain gardens that can contribute to reducing heat islands.	Medium	- Pavement with reflective coating applied (sq yards) - Percentage of impervious surface (%) - Reduction in surface temperature (degrees C)
Action 2.5.2: Incorporate green infrastructure, such as swales, into sidewalk improvement projects	Public Works	Medium	Low	The EPA maintains a webpage that includes information for currently available green infrastructure funding opportunities.	Medium	- Number of green infrastructure projects completed (#) - Green infrastructure projects implemented (sqft)

Action 2.5.3: Upgrade road drainage systems to prevent water pooling and reduce the risk to motorists and bicyclists during heavy thunderstorms	Public Works	High	Low	The US DOT's PROTECT Grant Program provides funding for improving transportation infrastructure, with a specific emphasis on improvements that increase resilience to weather and natural events	Long	- Number of 311 reports of water pooling on roads (#) - Number of traffic accidents during extreme weather events (#)
Action 2.5.4: Work with RTA to ensure transit shelters are designed to withstand high winds and offer protection in extreme heat	Public Works	Low	Low	The Sacramento Regional Transit District received a \$449,900 state grant to implement 20 heat-resilient shelters that serve disadvantaged communities. The design will focus on heat resilience, ventilation, and sun protection.	Long	- Number of reinforced transit shelters installed
Action 2.5.5: Create a sidewalk improvement program for the preservation and repair of existing slate sidewalks	Planning and Development Department	Low	Low	The Ohio Department of Transportation provides funding for pedestrian safety improvements such as improvements to sidewalks, through their Transportation Alternatives Program each year.	Long	- Number of sidewalk improvement projects completed (#) - Number of 311 reports of sidewalk damage (#)

Materials and Waste

Strategy 3.1: Expand local composting to reduce organics and food waste in landfills

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 3.1.1: Explore the feasibility of implementing community-wide curbside composting, either in-house or through partnerships	Sustainability and Resilience Coordinator	Low	Low	The USDA operates the Composting and Food Waste Reduction Cooperative Agreement program which assists local and municipal governments with developing and implementing community composting projects.	Short	- Community-wide curbside composting feasibility study completed - Number of residents engaged (#) - Organic waste diverted (lbs) - Carbon emissions reduced (MTCO ₂ e)
Action 3.1.2: Educate residents on any safe, healthy and sanitary backyard composting systems that are low-cost and compliant with city code as well as on other city or partner composting programs	Communications and Public Engagement Department	Low	Low	The EPA is currently administering the Consumer Recycling Education and Outreach Grant Program which provides funding for projects that increase local knowledge of waste-reduction strategies, and increase the market for composting.	Short	- Number of residents engaged (#) - Number of residential backyard composting systems (#) - Organic waste diverted from landfill (tonnage) - Waste diversion rate (%)
Action 3.1.3: Establish a program to guide and support small-scale, community-led composting initiatives	Sustainability and Resilience Coordinator	Low	Low	The USDA operates the Composting and Food Waste Reduction Cooperative Agreement program which assists local and municipal governments with developing and implementing community composting projects.	Medium	- Number of small-scale composting projects (#) - Organic waste diverted from landfill (tonnage) - Waste diversion rate (%)
Action 3.1.4: Collaborate with partners to fund and implement a regional Level II composting facility	Public Works	Medium	Low	The USDA operates the Composting and Food Waste Reduction Cooperative Agreement program which assists local and municipal governments with developing and implementing community composting projects.	Long	- Level II composting facility implemented - Organic waste diverted from landfill (tonnage) - Waste diversion rate (%)

Strategy 3.2: Improve recycling waste diversion and reduce local plastic waste pollution

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 3.2.1: Eliminate single use plastics, utensils, and bags at city led events and encourage the use of compostable or reusable alternatives	Council	Low	Low	The Zero Waste Event Planning Guide offers comprehensive best practices for hosting a zero waste event.	Short	- Number of plastic-free city events (#)

Action 3.2.2: Require that permitted events and events held on City-owned property have recycling containers as well as compost bins alongside garbage bins	Council, Public Works	Low	Low	The Zero Waste Event Planning Guide offers comprehensive best practices for hosting a zero waste event.	Short	- Number of events on City-owned property with recycling and composting containers (#)
Action 3.2.3: Encourage restaurants to adopt policies that minimize the use of single use plastic in the restaurant by implementing an "upon request" program for straws, offering condiments in bulk and discontinuing use of styrofoam and plastic bags	Communications and Public Engagement Department	Low	Low	Hold the Plastic, Please: A Restaurant's Guide to Reducing Plastic is a comprehensive resource to help restaurants reduce plastic waste.	Short	- Number of restaurants engaged (#) - Number of restaurants participating in plastic reduction efforts (#)
Action 3.2.4: Host tables at community events to educate residents on best practices to minimize recycling contamination and methods to recycle items not eligible for curbside pickup	Communications and Public Engagement Department	Low	Low	The Recycling Partnership has an extensive resource bank for topics related to community recycling. They also offer technical assistance for community recycling programs.	Short	- Number of events with recycling tables (#) - Number of residents engaged (#)
Action 3.2.5: Ensure that recycling bins are paired with garbage bins in every business district	Public Works - Division of Refuse/Recycling	Low	Low	The EPA's Solid Waste Infrastructure for Recycling Grant Program provides funding to increase available recycling infrastructure in a variety of ways.	Short	- Number of publicly-accessible recycling bins in business districts - Waste diversion rate (%)
Action 3.2.6: Collaborate with the Cuyahoga County Solid Waste District to expand the types of recyclables that can be collected	Public Works - Division of Refuse/Recycling	Low	Low	The Cuyahoga County Solid Waste District hosts additional special collections for materials that present opportunities for expanded at-home collection. Additionally, they host the ZeroLandfill Cleveland seasonal materials exchange which promotes expanded recycling practices.	Medium	- Types of accepted materials for recycling (#) - Waste diversion rate (%)
Action 3.2.7: Explore feasibility of implementing a tiered waste collection rate with multiple bin sizes	Public Works - Division of Refuse/Recycling	Low	Low	Pennsylvania's Pay As You Throw Program outlines the benefits and best practices for tiered waste collection to incentivize waste diversion.	Short	- Tiered waste collection feasibility assessment completed
Action 3.2.8: Coordinate with local businesses, including grocery stores and restaurants, to reduce plastic bag use and provide paper alternatives	Sustainability and Resilience Coordinator	Low	Low	Beyond Plastics has a Plastic Bag factsheet that can be used as talking points for local business engagement.	Short	- Number of businesses engaged (#) - Number of businesses participating in plastic bag reduction (#)
Action 3.2.9: Explore the development of a pilot program to offer a recycling program to areas with "recycling deserts" including the business districts and some apartments	Public Works - Division of Refuse/Recycling	Low	Low	Ohio EPA offers a Recycle Ohio grant program provides grants to install or expand recycling programs, encourage sustainable practices, stimulate economic growth and support litter prevention efforts.	Medium	- Number of recycling deserts identified (#) - Number of new properties served (#) - Increase in recycling collected (tonnage) - Waste diversion percentage (%)

Strategy 3.3: Prioritize the procurement of sustainable or recycled materials for City government operations and construction projects

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
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Action 3.3.1: Implement a Sustainable Purchasing Policy to prioritize environmentally preferable products and services in all city procurement	Mayor, Council	Low	Low	Columbus has adopted a similar Sustainable Purchasing Policy to increase procurement of materials with a lesser or reduced negative environmental impact.	Short	- Number of City contracts that include environmentally preferable products (#)
Action 3.3.2: Develop a policy to establish a minimum diversion rate for construction and demolition sites	Building Department	Low	Low	The Environmental Protection Agency maintains an information page on the sustainable management of Construction and Demolition Materials that includes strategies and best practices.	Short	- Minimum diversion policy passed - Waste diversion from construction and demolition sites (tonnage)
Action 3.3.3: Encourage developers to utilize sustainable materials for all projects that receive city incentives	Building Department	Low	Low	New Albany's Green Building Incentive Program entitles companies to a reduction of up to twenty-five percent (25%) on building permit fees for eligible projects that advance sustainable development goals. New construction and substantial renovation projects must satisfy at least twelve (12) of the twenty-four (24) green building standards and must satisfy at least one (1) standard in every category (HVAC, Lighting, Plumbing, Environment, Energy and Materials).	Short	- Number of projects receiving city incentives that use sustainable materials (#)

Water and Wastewater

Strategy 4.1: Reduce overland flooding and water pollution by implementing green infrastructure and other stormwater management methods

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 4.1.1: Promote the increased use of the NEORSR residential stormwater credit	Communications and Public Engagement Department	Low	Low	Stormwater Fee Credits compound the value of improving residential stormwater resilience by providing financial incentives to property owners that will help expand their utilization.	Short	- Number of residents engaged (#) - Number of residents utilizing the NEORSR residential stormwater credit program (#)
Action 4.1.2: Provide educational resources to residents on how implement code-compliant rain barrels, rain gardens, and native plants	Communications and Public Engagement Department	Low	Low	The OH Department of Natural Resources maintains a webpage with information about rainwater harvesting methods and other water conservation tips.	Short	- Number of residents engaged (#) - Number of rain barrels implemented (#) - Number of rain gardens implemented (#)
Action 4.1.3: Conduct an assessment of city-owned and -operated properties to identify new places to install pervious pavement and green infrastructure	Planning and Development Department	Low	Low	The EPA maintains a webpage that includes information for currently available green infrastructure funding opportunities.	Short	- Assessment of city-owned properties complete - Number of city-owned properties analyzed (#)
Action 4.1.4: Establish a healthy balance of pervious and impervious surface ratio in new construction or repair projects	Building Department	Low	Low	The EPA has a Stormwater Best Management Practice guide that contains information about permeable pavement best practices.	Short	- Minimum target for pervious surfaces passed - Percentage of pervious surfaces on city-owned properties (%)
Action 4.1.5: Set minimum requirements for pervious surfaces for all new developments through a code update	Planning and Development Department	Low	Low	The EPA has a Stormwater Best Management Practice guide that contains information about permeable pavement best practices.	Short	- Minimum requirement for pervious surfaces on new developments passed - Percentage of pervious surfaces on new developments (%)

Action 4.1.6: Implement green infrastructure projects in neighborhoods most affected by the urban heat island effect and overland flooding	Public Works	Medium	Low	The EPA maintains a webpage that includes information for currently available green infrastructure funding opportunities.	Medium	- Number of green infrastructure projects completed (#) - Green infrastructure projects implemented (sqft) - Reduction in surface temperature (degrees C)
Action 4.1.7: Encourage residents and commercial property owners to implement green roofs by providing educational resources and incentives	Communications and Public Engagement Department	Low	Low	The City of Chicago has adopted a city ordinance that incentivizes the installation of green roofs in one of its downtown mixed-used districts. Qualifying projects can receive a Floor Area Ratio bonus for the area of green roof that is incorporated.	Medium	- Number of residents reached (#) - Number of commercial property owners reached (#) - Number of green roofs implemented (#) - Incentives provided for green roofs (#)

Strategy 4.2: Encourage the adoption of water efficient appliances and best practices

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 4.2.1: Assess appliances in city-owned buildings and replace older, inefficient appliances with water efficient models	Building Department	Low	Low	The EPA operates a WaterSense Rebate Finder that helps with locating water conservation devices and appliances that are eligible for various rebates.	Medium	- Number of appliances replaced with water efficient alternatives (#) - Water saved (gallons) - Cost savings (\$)
Action 4.2.2: Develop a rebate program for water efficient appliances to low-income households	Mayor	Low	Low	Apple Valley, Minnesota utilized grant funding from the Minnesota Metropolitan Council to establish a WaterSense rebate program for residents, to incentivize the adoption of water-conserving appliances.	Medium	- Number of rebates provided (#) - Water saved (gallons)
Action 4.2.3: Amend the code to require water-efficient fixtures in all new City and commercial construction projects	Building Department	Low	Low		Medium	- Building code changes passed
Action 4.2.4: Identify landscaped areas on municipal properties that can be replaced with low-water, native plants	Public Works	Low	Low	Cleveland Metroparks published an extensive report with scientifically-backed best practices for implementing native plants in landscaping.	Short	- Number of municipal properties assessed (#) - Area identified to replace with low-water, native plants (sq ft)
Action 4.2.5: Educate residents on water conservation techniques, including reducing lawn watering and fixing leaks	Communications and Public Engagement Department	Low	Low	The OH Department of Natural Resources maintains an information page with resources regarding water conservation education practices and programs. Cuyahoga County Soil and Water Conservation District is another helpful resource.	Short	- Number of residents engaged (#) - GHG reduction from water treatment (MT CO2e) - Reduction in water usage (gallons)
Action 4.2.6: Monitor and publish results of ordinances requiring on-site water management	Communications and Public Engagement Department	Low	Low	The City of San Jose, CA maintains a Citywide Water Use graph in their Climate Smart Data Dashboard that can serve as a model for Cleveland Heights to reference.	Short	- Frequency of result updates (months)

Strategy 4.3: Protect the regional watershed

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
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Action 4.3.1: Work with partners to identify opportunities for residents and businesses to engage in protecting the regional watershed	Communications and Public Engagement Department	Low	Low	Cuyahoga County's Soil and Water Conservation District supports opportunities for watershed protection involvement in the Cuyahoga River Area of Concern.	Short	- Number of organizations engaged (#) - Number of engagement opportunities (#) - Number of attendees (#)
Action 4.3.2: Daylight streams where previously culverted and covered	Planning and Development Department	High	Low	Through their Water Resource Restoration Sponsor Program , the OH Environmental Protection Agency helps to fund projects that counter the loss of ecological function through the protection and restoration of high-quality streams. The Clean Ohio Green Space Conservation Program provides grants to local governments for the acquisition of green space and the protection and enhancement of river and stream corridors.	Long	- Streams that have been daylighted (feet)
Action 4.3.3: Create incentives for residents to use native plants on lawns	City Council	Low	Low	The Native Plant Society of Northeast Ohio operates an annual grant program to provide financial assistance for promoting ethical landscaping that utilizes native species. The Northeast Ohio Regional Sewer District's stormwater fee credits are an alternative option that can fund native plants in the form of rain gardens.	Medium	- Financial incentives provided for native plants (\$) - Number of residents utilizing native plants (#)
Action 4.3.4: Educate residents and businesses on the negative effects of synthetic fertilizer use to reduce runoff into local waterways	Communications and Public Engagement Department	Low	Low	The National Center for Appropriate Technology's ATTRA Sustainable Agriculture program has a toolkit for reducing synthetic fertilizer use at the commercial level.	Short	- Number of residents engaged (#) - Nitrate pollution in local waterways (ppm) - Phosphate pollution in local waterways (ppm)

Strategy 4.4: Improve the resilience of water infrastructure

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 4.4.1: Coordinate with Cleveland Water and NEORSD to increase climate resilience of water and sewer infrastructure, such as utilizing bigger pipes, investing in upgrades that reduce leakage, improving stormwater infrastructure, separating combined sewer overflows (CSOs), and installing home-to-utility connections	Mayor's Office	Low	Low	The OH Department of Development administers the Water and Wastewater Infrastructure Grant Program , which funds construction projects to improve or expand water and wastewater infrastructure elements.	Long	- Dollars invested in water and sewer infrastructure upgrades (\$) - Number of sewer backups into homes (#)
Action 4.4.2: Provide incentives to support residents in installing sump pumps and backwater valves	Building Department	Low	Low	A similar program was offered by the City of Detroit to fund backwater valves and sump pumps to mitigate basement flooding in at-risk areas.	Medium	- Incentives provided to residents
Action 4.4.3: Install green infrastructure to help fulfill the City's EPA consent decree for reducing contaminated storm/sewer overflow in local waterways	Public Works	Medium	Low	The EPA maintains a webpage that includes information for currently available green infrastructure funding opportunities.	Medium	- Number of green infrastructure projects completed (#) - Green infrastructure projects implemented (sqft)

Air Quality and Public Health

Strategy 5.1: Expand local air quality monitoring

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 5.1.1: Expand PurpleAir air quality sensor program with a focus on disadvantaged neighborhoods and schools	Planning and Development Department	Low	Low	PurpleAir air quality sensors are available through the EPA's Air Sensor Loan Program , which could bolster the reach of the City's existing air sensor initiatives.	Short	- Number of PurpleAir sensors deployed (#) - PM2.5 and PM10 ($\mu\text{g}/\text{m}^3$) - Nitrogen Dioxide (NO_2) (ppm or ppb) - Ozone (O_3) (ppm or ppb) - Carbon Monoxide (CO) (ppm)
Action 5.1.2: Integrate publicly gathered data from citizen-science projects for data analysis, public education, and decision-making	Ohio EPA	Low	Low	Citizenscience.gov has collaborated with federal agencies to conduct research projects pertaining to air quality improvements. They maintain various resource banks and toolkits to provide critical data foundations that can inform public decision making.	Short	- Number of residents engaged (#) - Number of citizen-science projects submitted (#) - PM2.5 and PM10 ($\mu\text{g}/\text{m}^3$) - Nitrogen Dioxide (NO_2) (ppm or ppb) - Ozone (O_3) (ppm or ppb) - Carbon Monoxide (CO) (ppm)
Action 5.1.3: Promote the ability for the public to buy Purple Air sensors and join the monitoring	Communications and Public Engagement Department	Low	Low	PurpleAir air quality sensors are available through the EPA's Air Sensor Loan Program , which could bolster the reach of the City's existing air sensor initiatives.	Short	- Number of residents engaged (#) - Number of PurpleAir sensors deployed (#)

Strategy 5.2: Improve public engagement around air quality

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 5.2.1: Provide early warning alerts for poor air quality days to protect vulnerable residents	Communications and Public Engagement Department	Low	Low	The Mid-Ohio Regional Planning Commission currently provides air quality alerts and forecasts via email and text.	Short	- Number of residents engaged (#) - Number of alerts issued on poor air quality days (#)
Action 5.2.2: Display air quality data on the City's website or on a dashboard, with GIS maps or interactive charts, to engage residents	Information Technology/GIS Department	Low	Low	The EPA maintains a dashboard with numerous air quality data monitoring tools and models that can be referenced to inform how the City can establish their own data display. Airnow.gov , maintained by the EPA and partners, also provides current air quality information.	Short	- Number of website visitors (#) - Frequency of result updates (months)

Strategy 5.3: Reduce local sources of air pollution

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 5.3.1: Expand the electric lawnmower exchange program to include other lawn equipment, such as leaf blowers, and expand the number of participants	Mayor's Office	Low	Low	Shaker Heights has a rebate program for leaf blowers that could serve as a model for Cleveland Heights to expand their program.	Short	- Number of electric leaf blowers distributed (#) - Number of electric lawnmowers distributed (#)

Action 5.3.2: Catalog gas-powered city equipment, such as lawn equipment and generators, and develop a timeline to transition to electric	Sustainability and Resilience Coordinator	Low	Low	The U.S. Public Interest Research Group published a guide for cities and states to address lawncare equipment usage that includes policy recommendations.	Short	- Number of city-owned gas-powered lawn equipment (#) - Timeline for replacement completed - GHG reduction (MT CO2e)
Action 5.3.3: Curtail use of gas-powered lawn equipment for maintenance of city properties during poor air quality days or events	City Council, Mayor	Low	Low		Short	- Number of days with suspended lawn care due to poor air quality (#)
Action 5.3.4: Identify and implement green solutions to phase out gas generators to power traffic signals at major intersections during power outages	Public Works	Low	Low	Saratoga, California installed battery backups for 14 critical traffic lights around the city, to ensure continuity of operations in the case of a power outage.	Short	- Number of gas-powered generators (#) - Number of battery-powered generators (#) - GHG reduction (MT CO2e)
Action 5.3.5: Provide incentives and financial support to local landscaping businesses to switch to electric lawn equipment	City Council, Mayor	Low	Low	MassSave is a collaboration of Massachusetts energy providers that operates a lawn equipment electrification program where residents can qualify for a number of different rebate options for lawncare equipment.. It can be used as a model to inform program development.	Short	- Number of businesses engaged (#) - Number of lawn equipment electrified (#) - Incentives distributed (\$) - GHG reduction (MT CO2e)
Action 5.3.6: Launch an anti-idling education campaign with emphasis on streets near schools, libraries and health facilities	Communications and Public Engagement Department	Low	Low	The EPA has best practices identified in their Idle-Free Schools Toolkit .	Short	- Number of residents engaged (#) - Number of educational materials distributed (#) - Air quality near schools: PM2.5 and PM10 (µg/m³) - Air quality near schools: Nitrogen Dioxide (NO ₂) (ppm or ppb) - Reduction in idling time (minutes)
Action 5.3.7: Review existing anti-idling policy for city vehicles and further develop a process for compliance	Planning and Development Department	Low	Low	The Department of Energy maintains an idle-reduction resource bank that can be used to inform policy development.	Short	- Number of city staff engaged in anti-idling education (#) - Percentage of city vehicles adhering to anti-idling policy (%) - Reduction in fuel usage (gallons) - Reduction in GHG emissions (MT CO2e)

Strategy 5.4: Protect public health during extreme weather events and other climate hazards

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 5.4.1: Designate public buildings such as the library and community center as Resilience Hubs that provide cooling and heating, clean, renewable backup power with battery storage, and air filtration systems	Sustainability and Resilience Coordinator	High	Low	Resilience hubs can take a number of different formats. The Urban Sustainability Directors Network's Resilience-hub.org resource tracks general best practices, opportunities, and partnerships. Through the IRA Community Change Grant program , funding is also available to develop community resilience hubs under Track One.	Long	- Number of Resilience Hubs (#) - Funds invested in resilience hubs (\$) - Number of residents served annually (#) - Solar installed (kW) - Battery storage installed (kWh) - Energy savings (kWh)

Action 5.4.2: Establish a Resilience Hub Taskforce with other public agencies and community-based organizations to centralize public service delivery at hubs during extreme weather events	Sustainability and Resilience Coordinator	Low	Low	The Urban Sustainability Directors Network's Resilience-hub.org resource tracks general best practices, opportunities, and partnerships.	Long	- Number of organizations engaged through Resilience Hub Taskforce (#) - Number of service providers offering resources at resilience hubs (#)
Action 5.4.3: Loan free fans and/or air conditioners for low-income residents during extreme heat events	Community Services	Low	Low	Through the OH Department of Development's HEAP Summer Crisis Program , eligible low-income residents can receive financial assistance for utility bills, air-conditioning repair, and fan purchases.	Short	- Number of low-income residents served (#) - Number of fans distributed (#) - Number of air conditioners distributed (#)
Action 5.4.4: Offer a volunteer registration system for of vulnerable individuals in the community to be checked on by the City and community partners during extreme heat events	Community Services	Low	Low	The Atlantic Council's Climate Resilience Center developed a framework for implementing welfare-check programs during extreme heat events. Additionally, the OH Department of Aging provides a resource locator for aging and vulnerable members of the population.	Medium	- Number of residents on volunteer registry (#) - Number of heat-related fatalities (#) - Number of heat-related illnesses (#)
Action 5.4.5: Implement early warning systems that alert residents of severe thunderstorms and high winds, enabling better preparedness and response	Sustainability and Resilience Coordinator	Low	Low	FEMA's Next Generation Warning System Grant Program has previously provided funding for improvements to public broadcasting systems to bolster their reach and effectiveness.	Short	- Number of residents reached (#) - Number of early warning alerts sent (#)
Action 5.4.6: Create mutual-aid agreements with neighboring jurisdictions	Mayor's Office	Low	Low	Mutual-aid agreements can be powerful tools for emergency response management. The American Public Power Association published a playbook for mutual-aid agreements , as well as guidance on power-storm communications.	Medium	- Number of mutual-aid agreements established (#) - Reduction in response time (minutes) - Cost savings from resource sharing (\$)

Food Systems

Strategy 6.1: Improve community food security and access to fresh foods

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 6.1.1: Design and implement a food rescue program with partners to reduce food waste and serve residents in need	CESC	Low	Low	The Food Recovery Network , with an active chapter at Case Western University, is one example of a potential partner for a food rescue program.	Medium	- Food waste rescued (lbs.) - Number of residents served (#) - Number of meals distributed (#)
Action 6.1.2: Expand capacity and community awareness of the produce food co-op at City Hall	Communications and Public Engagement Department	Low	Low	The City can increase awareness of the co-op by partnering with local organizations and promoting through social media, city newsletters, and other local lines of communication.	Short	- Number of food vendors at co-op (#) - Number of residents participating in co-op (#)
Action 6.1.3: Integrate existing or future food distribution sites into Resilience Hub resource deployment	Sustainability and Resilience Coordinator	Low	Low	The Urban Sustainability Directors Network's Resilience-hub.org resource tracks general best practices, opportunities, and partnerships.	Long	- Number of resilience hubs with food distribution (#) - Number of meals distributed (#) - Number of residents served (#)

Action 6.1.4: Equip community resilience hubs with public refrigeration to preserve fresh food during power outages	Libraries, Community Centers	Low	Low	The Urban Sustainability Directors Network's Resilience-hub.org resource tracks general best practices, opportunities, and partnerships.	Long	- Number of resilience hubs with public refrigeration (\$) - Food waste avoided (lbs) - Number of residents utilizing public refrigeration (#)
Action 6.1.5: Provide other public refrigeration options including dry ice during extreme heat to protect fresh foods	Libraries, Community Centers	Low	Low		Short	- Number of residents served (#)

Strategy 6.2: Expand community gardening and urban agriculture

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 6.2.1: Create and manage a city-run community garden program	Planning and Development Department	Low	Low	USDA has a People's Garden program that allows community gardens to register with USDA. They provide access to an Extension Foundation Connect platform where registered gardens can share best practices and provides opportunities to highlight garden projects. Five Star and Urban Waters Restoration Grant Program (due January 30, 2025) provides grants to develop community capacity to sustain local natural resources. Projects may include urban agriculture and community gardens, tree canopy enhancement, and green infrastructure.	Medium	- Number of community gardens (#) - Number of residents engaged (#)
Action 6.2.2: Plant fruit trees in the public right-of-way	Public Works	Low	Low	USDA's Urban and Community Forestry Grants program provided funding for projects to expand equitable access to trees and green spaces. The program was funded through the Inflation Reduction Act. Awarded projects included two Ohio cities (Akron and Port Clinton) that proposed planting fruit trees as a part of the project scope.	Short	- Number of fruit trees in the public right-of-way
Action 6.2.3: Provide incentives to increase fresh food markets in underserved neighborhoods	City Council	Medium	Low	"Best Practices and Challenges for Farmers Market Incentive Programs: A Guide for Policymakers and Practitioners" : Report on best practices and challenges for Farmers Market Incentive Programs aimed to increase community access to fresh foods, especially for low-income households Municipal Strategies to Increase Food Access : Report details strategies and best practices to increase access to fresh foods, including multiple types of incentive programs	Medium	- Incentives provided (\$) - Average resident proximity to fresh food markets (miles) - Number of fresh food markets in disadvantaged census tracts (#)
Action 6.2.4: Develop a program to provide small grants to community-run urban gardens for schools and underserved communities	Planning and Development Department	Low	Low	Cincinnati runs an Urban Agriculture mini-grant program , offering grants up to \$1,000 to support urban agriculture and community garden projects.	Medium	- Number of community-run gardens (#) - Number of grants given (#) - Grant funds disbursed (\$)

Action 6.2.5: Restore and adapt underutilized spaces such as vacant lots for community gardens and urban agriculture	Planning and Development Department	High	Low	EPA provides several brownfields grant and technical assistance programs for assessment, cleanup, revolving loan funds, and job training. The Ohio Brownfield Remediation Program provides grants for the clean up and remediation of brownfield sites. The Ohio Targeted Brownfield Assessment (TBA) program provides property assessment services at no cost to eligible applicants. New York has a GreenThumb program, run by the Department of Parks and Recreation, that converts vacant lots into community gardens. To date, there are 553 community gardens registered with the program. Their model allows both publicly-owned and privately-owned sites to register, which reduces land acquisition costs.	Medium	- Number of rehabilitated underutilized spaces (#) - Number of community gardens (#) - Acreage of land converted to urban gardens (#)
Action 6.2.6: Encourage the use of heat-tolerant crop varieties in local urban agriculture and gardens	Communications and Public Engagement Department	Low	Low	USDA's Climate Hubs offer best practice resources for agricultural changes to adapt to climate change, including a resource titled "Manage crops to code with warmer and drier conditions" The City of Bloomington, IN offered a Climate Resilient Food Gardening workshop that was free for residents to attend.	Short	- Number of residents reached (#)

Natural Areas and Land Use

Strategy 7.1: Revitalize brownfields, vacant lots, and vacant buildings

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 7.1.1: Conduct a community wide brownfields assessment to identify parcels for green spaces and renewable energy	Planning and Development Department	Medium	Low	EPA offers a Brownfield Assessment Grants program that provides funding for brownfield inventories, planning, environmental assessments and community outreach. The Ohio Targeted Brownfield Assessment (TBA) program provides property assessment services at no cost to eligible applicants.	Medium	- Brownfields assessment complete - Number of brownfields (#) - Number of brownfields identified for green space conversion (#) - Number of brownfields identified for renewable energy (#)
Action 7.1.2: Pursue state and federal grant funding for brownfield inventory, assessment, cleanup, and redevelopment	Sustainability and Resilience Coordinator	Low	Low	EPA provides several brownfields grant and technical assistance programs for assessment, cleanup, revolving loan funds, and job training. The Ohio Brownfield Remediation Program provides grants for the clean up and remediation of brownfield sites. The Ohio Targeted Brownfield Assessment (TBA) program provides property assessment services at no cost to eligible applicants.	Short	- Federal grants awarded (\$)

Action 7.1.3: Invest in workforce development training for brownfield site remediation to benefit unemployed and underemployed community members and City employees	Economic Development	Low	Low	EPA provides a Brownfields Job Training Grants program that offers technical assistance and grants to build local workforces to perform assessment, cleanup, or preparation of contaminated sites (including brownfields) for reuse.	Medium	- Number of participants in brownfield job training (#) - Local brownfield workforce (#) - Financial assistance provided (\$)
Action 7.1.4: Expand park space including mini parks, pocket parks and overall parkland	Public Works	Medium	Low	The Clean Ohio Green Space Conservation Program provides grants to local governments for the acquisition of green space and the protection and enhancement of river and stream corridors. Five Star and Urban Waters Restoration Grant Program (due January 30, 2025) provides grants to develop community capacity to sustain local natural resources. Projects may include urban agriculture and community gardens, tree canopy enhancement, and green infrastructure.	Medium	- Acres of parkland (acres) - Number of parks (#)
Action 7.1.5: Identify vacant property to use for compost sites and community garden sites	Planning and Development Department	Low	Low	New York has a GreenThumb program , run by the Department of Parks and Recreation, that converts vacant lots into community gardens. To date, there are 553 community gardens registered with the program. Five Star and Urban Waters Restoration Grant Program (due January 30, 2025) provides grants to develop community capacity to sustain local natural resources. Projects may include urban agriculture and community gardens, tree canopy enhancement, and green infrastructure.	Short	- Number of vacant properties assessed (#)

Strategy 7.2: Nurture a healthy tree canopy

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 7.2.1: Utilize native tree varieties on city-owned properties	Public Works	Low	Low	Cuyahoga County has a Healthy Urban Tree Canopy Grant program that provides funds to municipalities for tree planning, planting, and maintenance projects. Five Star and Urban Waters Restoration Grant Program (due January 30, 2025) provides grants to develop community capacity to sustain local natural resources. Projects may include urban agriculture and community gardens, tree canopy enhancement, and green infrastructure.	Short	- Percentage of trees that are native species on city-owned property (%) - Number of native trees planted (#)
Action 7.2.2: Conduct a new tree canopy assessment to determine the health and preservation of all viable trees in the near and long term while identifying trees most at risk to uprooting and damaging structures during severe weather	Planning and Development Department	Low	Low	The U.S. Forest Service published a report on best practices for developing urban tree canopy assessments.	Short	- Tree canopy assessment complete - Number of trees (#) - Tree canopy (%) - Number of trees identified as potential hazard (#)

Action 7.2.3: Regularly trim trees and maintain landscaping on city property to minimize tree damage and downed power lines during high winds and tornadoes	Public Works	Medium	Medium	Cuyahoga County has a Healthy Urban Tree Canopy Grant program that provides funds to municipalities for tree planning, planting, and maintenance projects.	Short	- Number of trees trimmed annually (#) - Number of tree hazards reported (#) - Reduction in costs from addressing tree hazards (\$)
Action 7.2.4: Set a goal to increase tree canopy with a priority in areas of low tree canopy percentage	City Council	Low	Low	Cleveland set a goal of 30% tree canopy coverage by 2040 and published a 2020 Tree Canopy Progress Report .	Short	- Tree canopy goal passed
Action 7.2.5: Encourage public participation and stakeholder engagement to ensure that vibrant green space and watershed riparian corridors in Cleveland Heights are preserved and protected	Communications and Public Engagement Department	Low	Low	The University of Wisconsin's Organizational & Leadership Extension maintains a webpage with resources for community engagement during urban forestry projects.	Short	- Number of people engaged (#)

Strategy 7.3: Identify opportunities to expand green spaces in all neighborhoods

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 7.3.1: Prioritize greenspace investments in disadvantaged communities and communities most impacted by the urban heat island effect	Planning and Development Department	Low	Low	The Clean Ohio Green Space Conservation Program provides grants to local governments for the acquisition of green space and the protection and enhancement of river and stream corridors. Five Star and Urban Waters Restoration Grant Program (due January 30, 2025) provides grants to develop community capacity to sustain local natural resources. Projects may include urban agriculture and community gardens, tree canopy enhancement, and green infrastructure. EPA has a technical assistance resource page "Using Trees and Vegetation to Reduce Heat Islands."	Short	- Greenspace created (square yards) - Reduction in surface temperature (degrees C)
Action 7.3.2: Develop minimum requirements for greenspace in commercial developments through a code update	Planning and Development Department	Low	Low	In Chapter 1165.05 of the Zoning Code, large-scale residential developments are required to have a minimum of 30% of the net area dedicated to active or passive open space. This standard can be applied to or built upon for commercial developments.	Short	- Minimum requirement for greenspace changed in City Code
Action 7.3.3: Complete and implement the Cleveland Heights Parks, Recreation, and Open Space Master Plan	Planning and Development Department	High	Low	The National Recreation and Park Association has a best-practice resource for Equity-Based Master Plans.	Long	- Cleveland Heights Parks, Recreation, and Open Space Master Plan completed - Percentage of actions implemented (%)
Action 7.3.4: Expand landscape requirements in new parking lots	Planning and Development Department	Low	Low	The City of San Francisco adopted a green landscaping ordinance into their municipal code that can be used to inform potential requirements in Cleveland Heights.	Short	

Strategy 7.4: Support native species, biodiversity, and healthy habitats in city parklands

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
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Action 7.4.1: Collaborate with local partners to host educational events for residents on pollinator gardens, native species, and environmentally-friendly landscaping	Communications and Public Engagement Department	Low	Low	Friends of Heights Parks actively engages with the community to educate about the importance of native species, and are continually expanding their footprint.	Short	- Number of educational events hosted (#) - Number of event attendees (#)
Action 7.4.2: Generate local compost at City Hall to decrease the use of synthetic fertilizer	Public Works	Low	Low	Rust Belt Riders offers a commercial service for larger clients. Though governments are not listed, schools are on the list of clients served and they are open to consultations.	Short	- Organic waste diverted (lbs) - Synthetic fertilizer applied to landscape (lbs) - Compost applied to landscape (lbs)
Action 7.4.3: Eliminate synthetic fertilizer and pesticide use on city-owned property	Public Works	Low	Low	The Xerces Society, a wildlife conservation group, published a report on best practices for smart pest management with details about reducing traditional pesticide usage.	Medium	- Synthetic fertilizer applied to landscape (lbs) - Percent reduction in synthetic fertilizer use (%) - Pesticide applied to landscape (lbs) - Percent reduction in pesticide use (%)
Action 7.4.4: Create an annual recognition program for residential gardens and yards that exemplify environmentally-friendly landscaping practices and native plants	Communications and Public Engagement Department	Low	Low	Phipps Conservatory of Pittsburgh, PA has operated a similar recognition program that can be used as a model for Cleveland Heights.	Short	- Number of residents submitting applications for awards (#) - Number of residents recognized for award (#)
Action 7.4.5: Prioritize using vacant properties to plant native trees to increase canopy, and plant native shrubs and perennials to increase pollinator habitat	Planning and Development Department	Low	Low	The U.S. Forest Service has a basic instructions guide for native plant landscaping projects.	Medium	- Acres of vacant lots planted (acres)

Strategy 7.5: Encourage denser, mixed-use development to create walkable neighborhoods

Action	Authority	One-time Costs	Ongoing Costs	Funding and Implementation Resources	Timeline	Potential KPIs
Action 7.5.1: Re-evaluate zoning code to identify areas where increased density or mixed-use buildings could be appropriate (in growing neighborhoods, areas near existing higher densities or near commercial areas)	Planning and Development Department	Low	Low	Cleveland is piloting a new Form-Based Code in four neighborhoods, aimed at facilitating community feedback, making zoning easier to understand for developers, and emphasizing sustainability and equity goals.	Medium	- Land area identified for dense or mixed-use rezoning (square miles)
Action 7.5.2: Reduce parking minimums to allow for denser, mixed-use development	Planning and Development Department	Low	Low	Cincinnati passed the " Connected Communities " policy, a new zoning code that allows additional housing and reduces parking minimums.	Medium	- Parking minimums changed in City Code - Percent of land area consisting of parking lots (%)
Action 7.5.3: Streamline permitting for mixed-use developments that incorporate sustainable design elements	Planning and Development Department	Low	Low	The Sustainable Development Code has research about the benefits of mixed-use zoning for development projects that can be used to inform permitting changes.	Medium	- Permitting reform passed

A Word from the Cleveland Heights Climate and Environmental Sustainability Committee (CESC)

On behalf of the Cleveland Heights Climate and Environmental Sustainability Committee, we would like to express our deepest gratitude to the City for investing in and prioritizing the development of the Climate Forward Plan. This bold step forward demonstrates our city's dedication to addressing the challenges of climate change, protecting our natural environment, and equitably improving the health and well-being of all Cleveland Heights residents. The creation of this plan shows that Cleveland Heights is not only ready to meet the challenges of the future but is prepared to be a leader in sustainability and resilience.

As we look toward the next phase of this initiative, the committee is eager to participate in the implementation of the plan's goals and strategies. Our members are fully committed to working alongside City leadership, staff, and the broader community to ensure the successful rollout of key projects, programs, and policies to reduce greenhouse gas emissions, support vulnerable community members and create resilient neighborhoods. We are confident that, through continued collaboration, Cleveland Heights will become a model for how communities can take meaningful climate action at the local level.

Cleveland Heights has a unique opportunity to lead the way in Ohio on sustainability, equity, and climate resilience, setting a standard for mid-size municipalities and peer cities that are also inner-ring suburbs of major cities. Since Cleveland Heights is one of the first mid-size communities in Ohio to develop its own climate action and resiliency plan, we are joining the early leaders in our state by setting ambitious goals and charting a sustainable and resilience course for the future. As we work together to implement this co-created, equitable and actionable plan, we can inspire other cities, towns, and villages to take bold steps and join us in addressing the climate crisis. We are excited to continue supporting the City's efforts and to help make Cleveland Heights a greener, stronger, and more resilient community for all.

Carly Beck, John Barber, Mohammad Irfan, Andy Boateng, William Hanavan, Catalina Maddox-Wagers, Tami Masuoka, and Sean Terry.



SECTION 6: **Conclusion**

The Cleveland Heights Climate Forward Plan is both a roadmap and a call to action, aiming to build a resilient, equitable future through decisive climate action. Based on a commitment to carbon neutrality by 2050, the plan demonstrates the City's resolve to address climate change with meaningful, community-driven initiatives. This goal will be initially advanced through tackling six High Impact Pathways that, when implemented, are designed to achieve a 39.3% GHG emission reduction compared to the 2022 baseline, exceeding the City's 30% reduction by 2030 goal.

However, achieving these ambitious goals requires not only the dedication of city leadership but also the active engagement of residents, businesses, and organizations throughout Cleveland Heights. This collaborative approach underscores that sustainability and resilience are shared responsibilities, essential for safeguarding the health of the community and environment now and in the future.

The Climate Forward Plan highlights Cleveland Heights' readiness to adapt to evolving environmental challenges, from the recent hazardous air quality events to the increasing severity of storms and flooding. By advancing strategic priorities in seven key sectors, the city is positioning itself to tackle both immediate climate threats and long-term sustainability. The plan's actionable steps are grounded in the lived experiences of community members, whose voices have been instrumental in shaping the recommended strategies and actions and identifying vulnerable areas within the city. The alignment of goals, strategies and actions with community input ensures that the plan reflects both the aspirations and concerns of Cleveland Heights residents.

The Climate Forward Plan will serve as a guiding framework for a sustainable future. The City's Greenhouse Gas Inventory will be updated every two years to evaluate the mitigation results of the High Impact Pathways, along with the other strategies in this living document. The Climate Forward Plan is a living document that will be updated every 3-5 years. Annual progress reports regarding the monitoring and verification of the results of implemented policies and measures will also be conducted.

With the full commitment of city leadership and the active participation of its diverse community, Cleveland Heights is poised to meet the challenges of climate change head-on. Together, we are building a city that not only reduces its environmental impact but also ensures an equitable, thriving, and resilient future for all residents. This journey is just beginning, but with determination, collaboration, and collective action, Cleveland Heights will demonstrate its leadership as a model of climate-forward thinking and sustainability.



Appendix A: Climate Vulnerability and Risk Assessment

Hazard Assessment Methodology

As with any other kind of risk assessment, the Climate Forward Plan extensively relies on previous analyses. Being a small city in a relatively large metropolitan area, Cleveland Heights is fortunate to have several high-quality plans and assessments to draw on. In addition to the 2019 Cuyahoga County Climate Action Plan, these include:

- **2024 City of Cleveland Climate Risk and Vulnerability Assessment:** As part of the City of Cleveland's update to its climate action plan, the 2024 CRVA aims to analyze the city's exposure to key hazards such as extreme heat, flooding, and severe storms, all worsened by climate change. By focusing on neighborhood-level data, the assessment evaluates how social, economic, and infrastructural factors contribute to the city's overall vulnerability, guiding targeted climate adaptation strategies for the most at-risk communities
- **2022 Cuyahoga County Multi-Jurisdictional Hazard Mitigation Plan and the Heights Region Annex to the MJHMP** (including Cleveland Heights specifically). Introduced by the Disaster Management Act of 2000, hazard mitigation plans are approved by the Federal Emergency Management Agency (FEMA) and are required by FEMA for jurisdictions to access substantial sources of Federal funding. Hazard mitigation plans are centered around detailed natural hazard assessments and an analysis of localized jurisdictional vulnerability to those hazards as well as the development of actions to mitigate those hazards.
- **2022 Ohio State Hazard Mitigation Plan and 2023 Threat and Hazard Identification and Risk Assessment (THIRA).** The state hazard mitigation plan takes a broader view of natural hazards, and its attendant 2023 THIRA update identifies a variety of natural, technological, and human-caused hazards, with climate adaptation recognized as a key emerging risk due to increased flooding, severe weather, and extreme heat. The assessment highlights Ohio's vulnerability to cascading impacts, such as disruptions to critical infrastructure, agriculture, and health systems, exacerbated by climate change.

Building upon existing data and plans is a best practice for developing a climate risk assessment. It should also be noted that Cleveland Heights is a part of a broader region, and climate change and hazards influenced by climate change do not stop at city limits.

Readers are encouraged to review:

- the full CRVA on City of Cleveland's web site at <https://www.sustainablecleveland.org/crva>
- the Cuyahoga County Multi-Jurisdictional Hazard Mitigation Plan at <https://sites.google.com/view/cuyahoga-county-hmp-update/review-the-final-hmp>, and the Heights Region Annex at <https://drive.google.com/file/d/1GxeDDXrUJ1BglwP6WVw4zfUQoI3Llm4t/view>.

In addition to existing plans, several publicly-available data sources provide more detailed views of vulnerability and impacts by census tract.

- 1) The U.S. Climate Vulnerability Index from the Environmental Defense Fund and Texas A&M University at <https://www.map.climatevulnerabilityindex.org>, provides overviews of climate and social vulnerability relative to other counties across the United States. As noted below, census tracts in Cleveland Heights differ significantly in their overall vulnerability. Interestingly, there is very little difference city-wide to physical climate impacts; the difference in overall vulnerability is a result of underlying social factors.

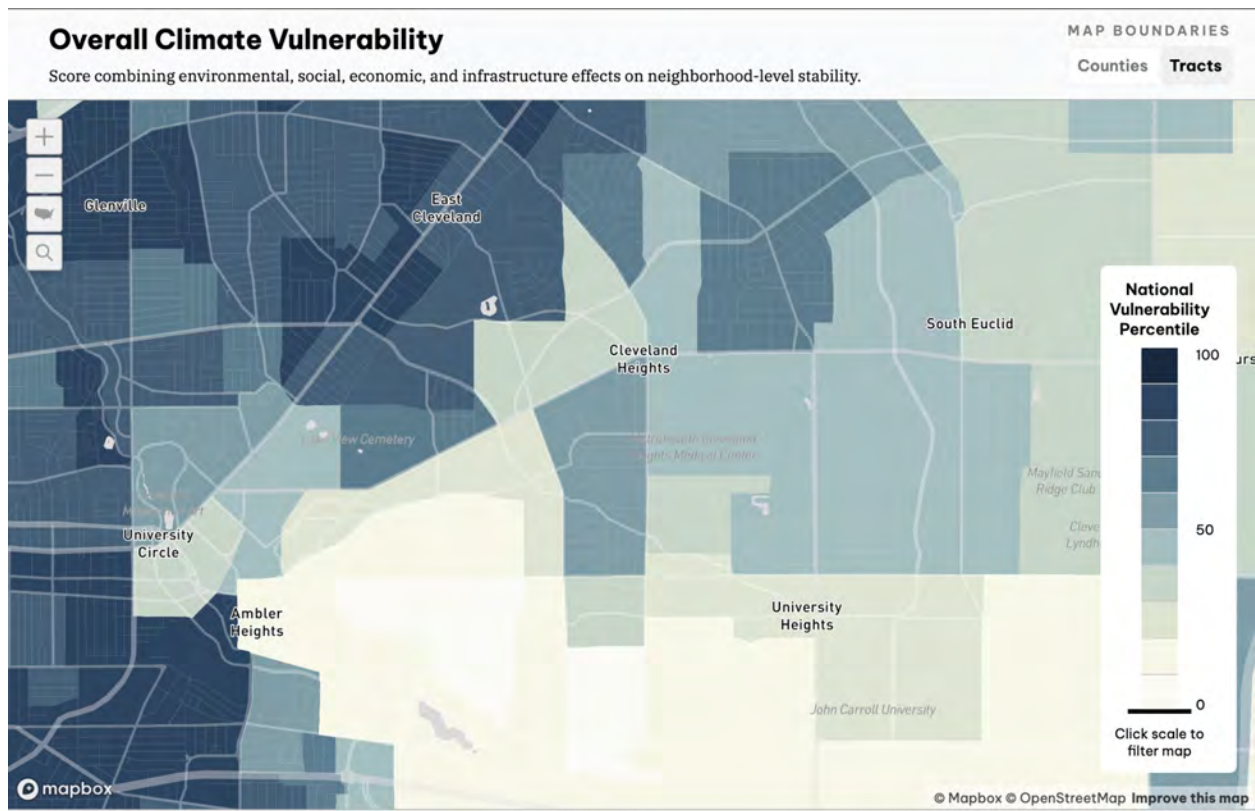


Figure 22: Overall Climate Vulnerability (source: U.S. Climate Vulnerability Index)

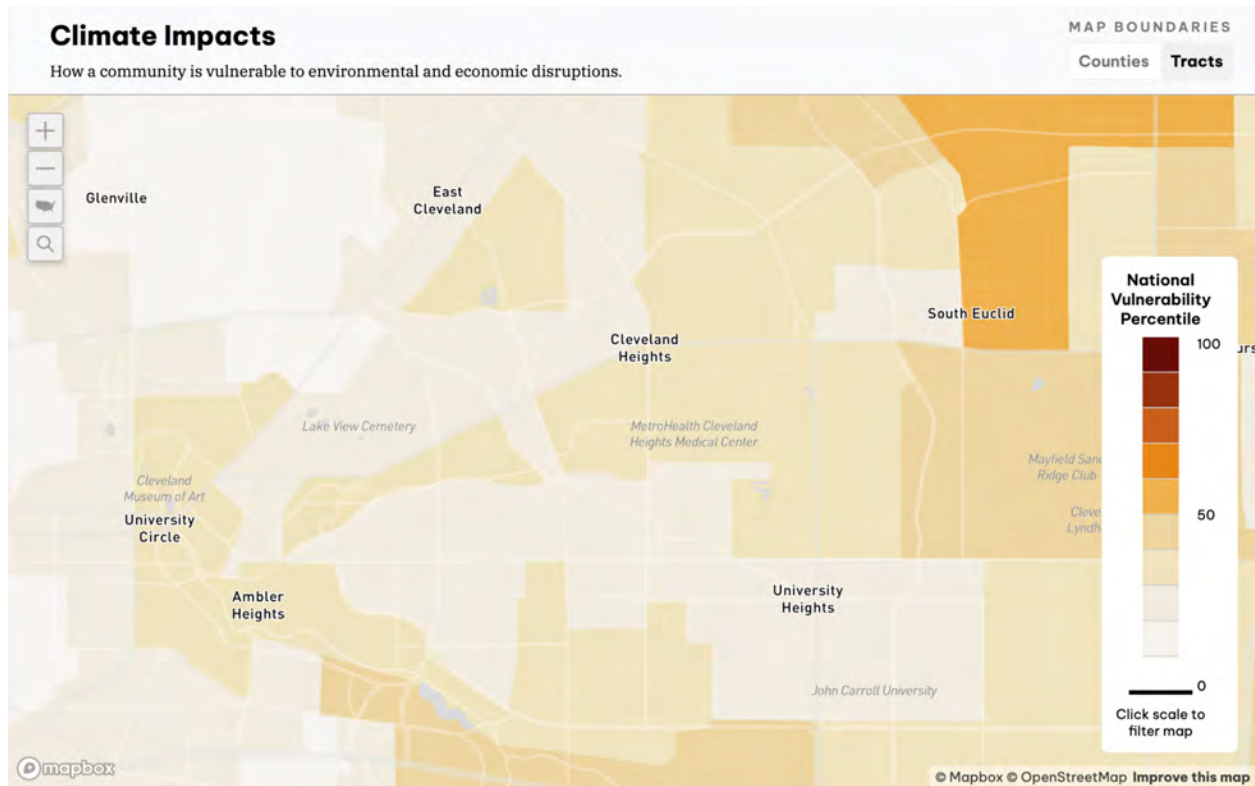


Figure 23: Climate Impacts (source: U.S. Climate Vulnerability Index)

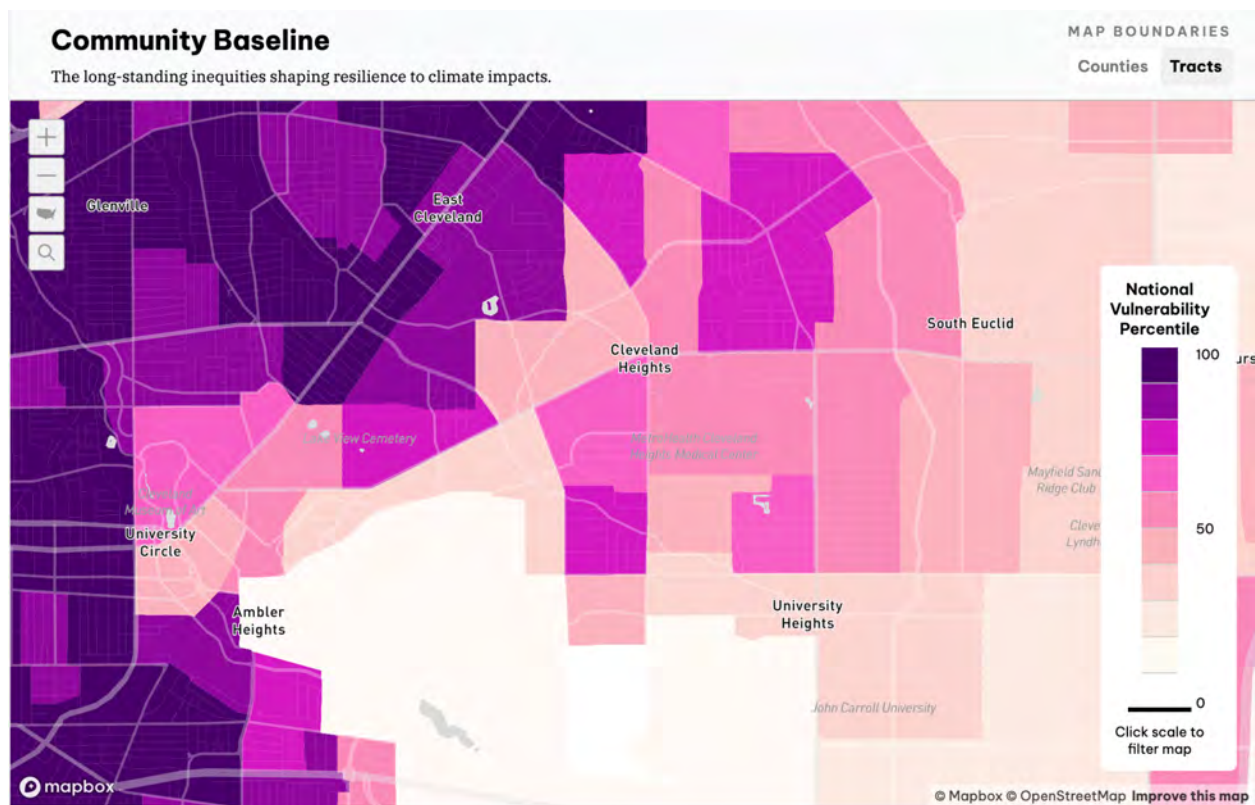


Figure 24: Community Baseline (source: U.S. Climate Vulnerability Index)

- 2) Climate Mapping for Resilience and Adaptation (CMRA) at <https://livingatlas.arcgis.com/assessment-tool/explore/details> hosted at resilience.climate.gov displays a range of data by community or census tract.

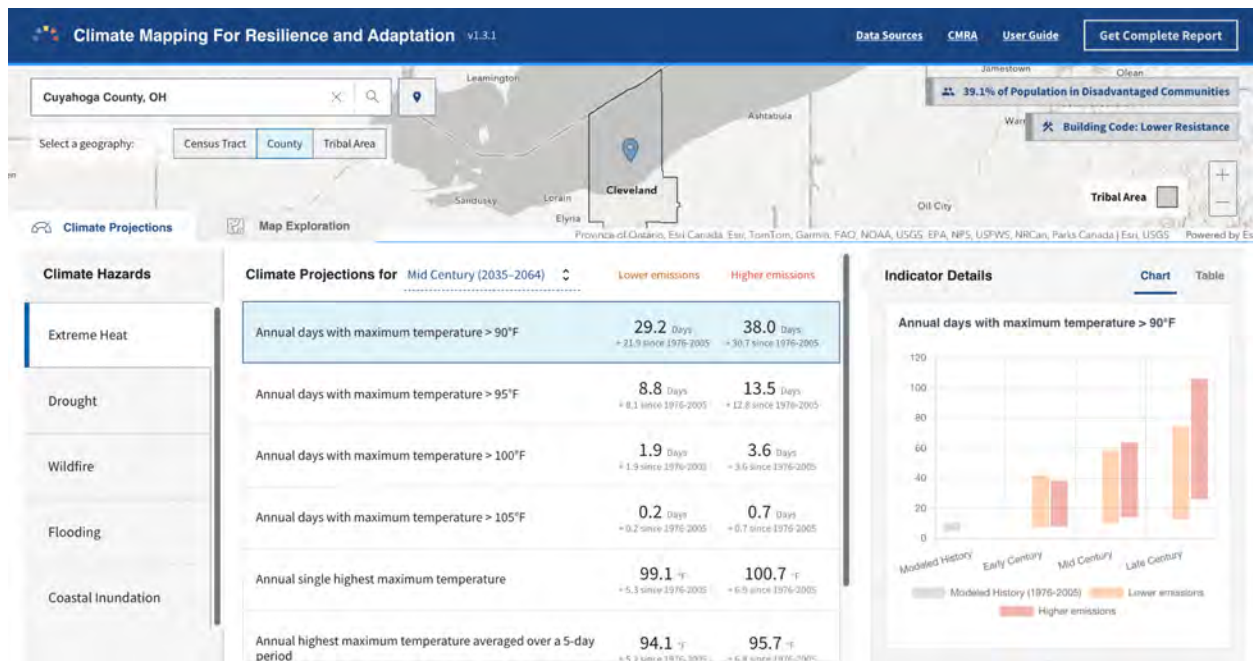


Figure 25: Extreme Heat Climate Projections for Cuyahoga County (source: CMRA)

The Steps to Resilience Framework

The Steps to Resilience is a five-step process featured in the U.S. Climate Resilience Toolkit to guide communities through the stages of understanding and responding to climate risks.

Resilience, in this context, refers to the ability to anticipate, prepare for, and recover from the impacts of climate change while maintaining essential functions.

The five steps are as follows:

- 1.) **Explore Hazards:** In this initial step, we identify the climate-related hazards that could impact the community. This involves analyzing historical climate data, consulting climate projections, and engaging with stakeholders to identify both current and future hazards. The goal is to understand the nature of these hazards—such as heatwaves, flooding and drought - and how they might evolve due to climate change. The specific hazards identified for Cleveland Heights are included in Section 3.4 below.
- 2.) **Assess Vulnerability and Risks:** This step involves evaluating how vulnerable our community is to the identified hazards. A climate risk assessment within this context looks at factors such as exposure (how much of the community or infrastructure is at risk), sensitivity (how severely they are affected), and adaptive capacity (how well they can cope with the impacts).
 - Exposure and sensitivity were determined through literature review of both existing relevant plans applicable through the planning area as well as studies of anticipated climate impacts. For the Cleveland Heights Climate Forward Plan, this was done through review of existing plans as well as where possible City and community input. Adaptive capacity was informed by the literature review, but this category is necessarily more subjective, and addressed in more detail when adaptation options are discussed. Specific factors include:
 - i.) Exposure
 - (1) Residences, businesses and the natural environment: Proximity to hazards and reliance on infrastructure at risk (like roads or power),
 - (2) Critical Facilities: Proximity to hazard and their importance during emergencies.
 - ii.) Sensitivity
 - (1) Residences: Age and condition of housing, presence of vulnerable populations, and access to utilities
 - (2) Businesses: Dependence on infrastructure that could be damaged, sensitivity of operations to climate disruptions, and vulnerability of key assets.
 - (3) Critical Facilities: The degree to which these facilities depend on vulnerable infrastructure, the critical nature of the service they provide, and potential service disruptions during climate events.
 - (4) Natural Environment: Species that are sensitive to changes in temperature, precipitation, or water availability, and the presence of endangered species or ecosystems that are already stressed.

iii.) Adaptive capacity

- (1) Residences: Access to financial resources, access to information and early warning systems, and community networks for support and recovery.
- (2) Businesses: Financial capacity to invest in adaptation, flexibility to change business models, and access to recovery resources
- (3) Critical Facilities: Backup power supplies, redundancy in services, resilience of their infrastructure, and staff training for disaster response.
- (4) Natural Environment: Ecosystem diversity, presence of natural buffers), and the ability of ecosystems to regenerate after disturbances.

We then use the Modified Calculated Probability Risk Index (CPRI), which considers present and future impacts. The results are displayed in an overall Climate Risk Matrix as well as an Exposure Matrix.

- 3.) **Investigate Options:** After identifying and assessing risks, we focus on exploring adaptation and mitigation options. We are evaluating different strategies to reduce vulnerabilities and manage risks. This includes infrastructure improvements, policy changes, or nature-based solutions.
- 4.) **Prioritize and Plan:** We are now in the process of prioritizing the most significant risks and developing detailed plans to address them. This step is informed by the risk assessment, ensuring that resources are allocated to the areas of greatest need
- 5.) **Take Action:** The final step involves implementing the strategies developed in the previous step which will be codified in the Climate Forward Plan.

Overview of the Modified CPRI Methodology

The Modified Calculated Probability Risk Index (CPRI) methodology, a modification of a commonly-used FEMA methodology for hazard mitigation planning, which until recently focused on current risks informed by past data, aims to quantify risk by considering both present and future climate scenarios. The Modified CPRI has been used to address recent FEMA requirements (as of 2023) to significantly enhance consideration of “future conditions” (climate impacts that may differ from past trends).

The Modified CPRI is designed to address the limitations of traditional natural hazards-related risk calculation methodologies, which often underweight the risks posed by climate change. The Modified CPRI incorporates both current and future projections of climate-related hazards by assigning weighted scores to the overall exposure to risk severity and probability of risk and assigns an overall score to aid in risk communication and decision-making in both temporal frames. The scores are informed, as noted above, by a literature review of existing plans as well as up-to-date climate assessments. The calculation is:

$$((\text{Exposure}(\text{Severity (Present)} * 0.3) + (\text{Probability (Present)} * 0.45)) + (\text{Exposure}(\text{Severity (Future)} * 0.3) + (\text{Probability (Future)} * 0.45)))$$

This formula ensures that future risks, particularly those exacerbated by climate change, are given significant consideration in the overall risk assessment.

Score Values:

- 1 – Negligible
- 2 – Minor
- 3 – Moderate
- 4 – Major
- 5 – Extreme

Integration into the Steps to Resilience Framework

The US Climate Resilience Toolkit's Steps to Resilience framework provides Cleveland Heights a structured approach to assess and respond to climate-related risks. Integrating the Modified CPRI within this framework grounds the analysis by tying together proven risk assessment methodologies while centering the reality that past occurrences no longer fully predict future conditions.

The Modified CPRI is used in the first two parts of the Steps to Resilience:

1. Explore Hazards

- **Objective:** Identify climate-related hazards that could impact the community.
- **Application:** Use historical data and climate projections to identify hazards. The Modified CPRI starts by evaluating the present severity and probability of these hazards while concurrently projecting how these factors might evolve due to climate change.
- **Example:** A region may assess the severity of tornadoes as *moderate* based on the past damage to homes, trees, and infrastructure, and the probability as *unlikely*, given the rare occurrence of tornadoes in the region. However, with climate change potentially increasing the instability of weather patterns, some projections suggest that while tornado frequency may remain low, the intensity could increase. Therefore, the CPRI is updated to reflect that while the probability remains *unlikely*, the severity might escalate too high if more intense tornadoes were to occur in the future, prompting the need for improved building codes and public safety measures.

2. Assess Vulnerability & Risks

- **Objective:** Determine the vulnerability of systems and populations to identify hazards and evaluate associated risks.
- **Application:** Apply the Modified CPRI to quantify the risks by evaluating the severity and probability of each hazard, for both current and future scenarios. This dual approach allows for a more comprehensive understanding of how vulnerabilities may change over time.
- **Example:** A city's water supply system might currently be moderately vulnerable to drought (Severity = 3, Probability = 3). Future climate models might predict increased

drought frequency, elevating the future Severity and Probability to 4 each, which the Modified CPRI will reflect.

Cleveland Heights Climate Hazards Analysis

Severe Weather (Thunderstorms)

Hazard Description

Severe thunderstorms are characterized by heavy rain, strong winds, lightning, and occasional hail, leading to flash flooding, downed trees, and power outages. These events can cause significant structural damage and disrupt daily activities.

According to the American Meteorological Society's Monthly Weather Review, Cleveland Heights currently experiences an average of 36 to 45 thunderstorm days per year. The Heights Regional Annex to the Cuyahoga County Multi-Jurisdictional Hazard Mitigation calculates that historically on average 2 severe thunderstorm events per year impact the City. During severe thunderstorms, wind speeds can exceed 60 mph, and rainfall rates can surpass 2 inches per hour, contributing to rapid surface runoff and localized flooding.

Probability of Future Events and Impact of Climate Change

The likelihood of severe thunderstorms is expected to increase with climate change, which projects a warmer and wetter climate for the Midwest. Impacts will include:

- **Increased Frequency:** According to the Great Lakes Integrated Science Assessment (GLISA):
“The frequency of severe thunderstorm environments is also projected to rise across the United States by mid to late century. The greatest projected increases occur during spring over the Midwest and northern Great Plains regions, with increases of up to 2.4 days of such environments per season.”
- **Greater Intensity:** Storms may produce more intense rainfall, exceeding 2 inches per hour in some cases with stronger wind gusts.

Overall Vulnerability

Cleveland Heights' vulnerability to severe thunderstorms is heightened by several factors:

- **Aging Infrastructure:** Stormwater systems in areas such as Monticello Boulevard and Cedar-Lee are inadequate for handling increased rainfall, leading to recurrent flooding.
- **Mature Tree Canopy:** While providing ecological benefits, the large number of mature trees increases the risk of downed branches and power lines, particularly in older areas, during storm events.
- **Above-Ground Power Lines:** Many parts of the City rely on above-ground power lines, which are highly susceptible to damage from falling trees and debris, causing extended outages.

Impacts by Asset Category

Frequent severe thunderstorms cause damage to homes and businesses, particularly in:

- **Residential Areas:** Homes constructed before 1960 throughout the city are vulnerable to flooding and water damage due to aging drainage systems.
- **Business Districts:** Businesses throughout the city face operational disruptions from flooding and power outages, leading to loss of income and increased repair costs.
- **Critical Facilities:**
 - **Schools and Community Center:** Vulnerable to disruptions from power outages and localized flooding, affecting their roles as an emergency shelter.
 - **Municipal Facilities:** Power loss and road closures can hinder emergency response capabilities.
 - **Major Roadways:** Prone to flooding and blocked by downed trees, delaying emergency services and disrupting traffic flow.
 - **Healthcare Facilities:** Potential power outages and obstruction from road closures.
 - **Grocery Stores and Gas Stations:** Potential impacts from power outages.

Natural Environment: Frequent flooding especially in the Dugway Brook Watershed can disrupt habitats and alter ecosystem dynamics, threatening local biodiversity.

Severe Weather (Tornado and High Winds)

Hazard Description

Tornadoes are defined by their violently rotating columns of air, with wind speeds potentially exceeding 200 mph. High wind events, often accompanying storms, can reach 60-80 mph, resulting in downed trees, power outages, and property damage. The dense tree canopy and aging above-ground power infrastructure exacerbate the impact of these events.

While it is difficult to completely separate high wind events from other hazards, high winds do impact Cleveland Heights regularly through other hazards such as thunderstorms. Individual events such as derechos (widespread wind storms associated with a thunderstorm) have directly impacted the City in the past, and tornadoes, while infrequent, do touch down in Cuyahoga County. The 2022 Cuyahoga County Multi-Jurisdictional Hazard Mitigation Plan lists three tornadoes between EFO and EF2 between 2001 and 2021 and indicates that the entire county is at risk.

Probability of Future Events and Impact of Climate Change

Under all credible scenarios, severe wind events, including tornadoes and straight-line winds, are expected to become more frequent and intense:

- **Increased Frequency:** As mentioned above, according to GLISA, the frequency of severe thunderstorm events with associated high winds is expected to increase by up to 2.4 days per season, with increases highest in the spring.

- **Changing Storm Patterns:** According to NOAA’s Midwest Regional Climate Center, the warming climate may also result in more unstable atmospheric conditions, conducive to severe thunderstorms capable of generating high winds and occasional tornadoes. While currently the number of days tornadoes occur is decreasing, the intensity of tornadoes, frequency of broader outbreaks, and expansion throughout the year of tornadoes is increasing, from 3.5 days per year with multiple tornados before 1980 doubling to more than 7 days per year since 2000.

Overall Vulnerability

Cleveland Heights is highly vulnerable to high wind and tornado events due to several factors:

- **Aging Infrastructure:** Many older homes and buildings, particularly in historic areas, are not built to withstand high wind pressures, making them more susceptible to damage.
- **Mature Tree Canopy:** The city’s dense tree cover increases the risk of downed trees and branches, leading to property damage and power outages.
- **Above-Ground Power Lines:** Most portions of the city rely on above-ground power lines, which are highly susceptible to damage from falling trees and debris, causing extended outages.

Impacts by Asset Category

- **Residential Areas:** Older homes, such as the many homes built in the community before 1939, are particularly vulnerable to roof and window damage from high winds and falling debris. Prolonged outages due to downed power lines can leave residents without electricity for days, impacting those who rely on medical devices or cooling during hot weather.
- **Business Districts:** Businesses are vulnerable to structural damage and operational disruptions from power outages.
- **Critical Facilities:**
 - **Schools and Community Center:** Potential damage from high winds; older structures may be more vulnerable.
 - **Municipal Facilities:** Power outages and road blockages can impede emergency services.
 - **Major Roadways:** Potential obstruction from fallen trees.
 - **Healthcare Facilities:** MetroHealth Medical Center Cleveland Heights is at risk from power outages and road access issues, potentially disrupting healthcare services during emergencies.
 - **Grocery Stores and Gas Stations:** Damage from high winds and power outages could impair operations of gas stations.
- **Natural Environment:** High winds can cause significant damage to the city’s urban forest. Damage to natural areas can disrupt wildlife habitats and increase soil erosion, affecting local water quality and ecosystem health.

Severe Weather (Extreme Precipitation)

3.4.3.1 Hazard Description

HEAVY PRECIPITATION

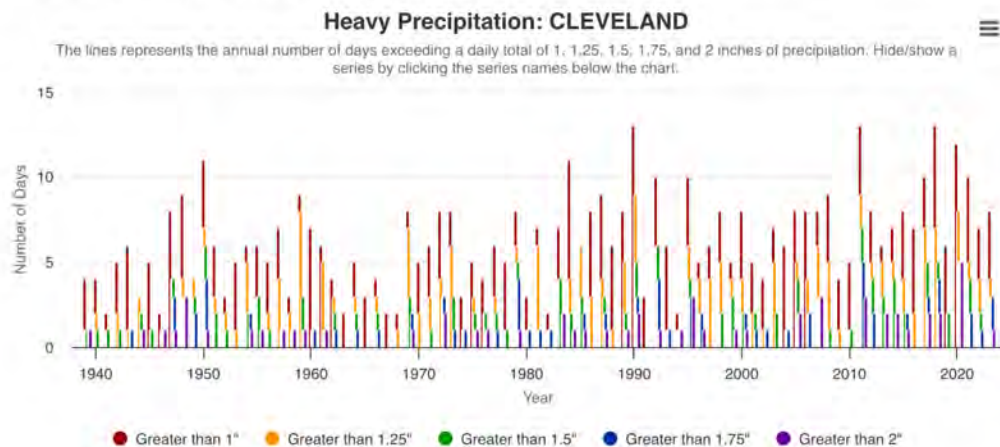


Figure 26: Heavy Precipitation Trends for Cleveland (source: GLISA)

Cleveland Heights' hilly terrain, aging stormwater infrastructure, and proximity to waterways like Doan Brook and Dugway Brook heighten the risk of flooding. According to the Great Lakes Integrated Science Assessment, the Cleveland area has experienced an annual total precipitation increase of 29.6% between 1951 and 2023, with a measurable increase in the frequency of days with rainfall over 2 inches in a day over the past two decades, in line with national and global trends. Cleveland Heights currently experiences an average of 3-5 days per year with rainfall exceeding 2 inches annually, with an increasing number of those days including high rates of rainfall in short periods of time.

During heavy rain events, combined sewer systems such as those common in older areas of Cleveland Heights can become overloaded, causing sewer backups and basement flooding. (The City is currently under a consent decree with the U.S. Environmental Protection Agency to separate the City's current combined system). These events pose serious challenges for property owners and the city's infrastructure, particularly as climate change will increase both the frequency and intensity of extreme precipitation.

Probability of Future Events and Impact of Climate Change

Under the RCP8.5 scenario, the frequency and intensity of extreme precipitation events in Cleveland Heights are expected to increase significantly:

- Increased Frequency: According to GLISA:
"Climate models project the Great Lakes region to experience a greater increase in total precipitation than most other regions of North America. The amount of precipitation falling in the most intense 1% of precipitation events has increased significantly in the Midwest (42%) and Northeast (55%) from 1958 to 2016. These numbers are projected to increase by another 40% or more by the late century (2070-2099), relative to 1986-2015 amounts.... The number of days per

year exceeding one inch of precipitation is projected to increase by 15 to 23% on average in the Midwest and Northeast regions of the United States through mid-century. The number of days exceeding 2 inches of precipitation is projected to increase at a faster rate, by 37 to 46%, on average.”

- **Greater Intensity:** As temperatures rise, the atmosphere can hold more moisture, resulting in heavier downpours. At 2 degrees Celsius of warming, rainfall intensity on the heaviest 1% of rainy days is projected to increase by 14.58% in Cuyahoga County, indicating frequent occurrences of intense, short-duration rainfall that can quickly overwhelm the city’s stormwater infrastructure.

Overall Vulnerability

Cleveland Heights’ vulnerability to extreme precipitation is significant due to several factors:

- **Aging Infrastructure:** Many areas, particularly those with combined sewer systems, are not equipped to handle the increased volume of water during extreme events.
- **Topography:** The city’s steep slopes channel runoff rapidly into low-lying areas, overwhelming drainage systems and causing flash floods.
- **Proximity to Waterways:** Areas near Doan Brook and Dugway Brook are especially vulnerable to riverine flooding during heavy rains, exacerbating flood risks for nearby properties.

Impacts by Asset Category

- **Residential Areas:** Basement flooding is a frequent issue in older homes, particularly in areas. Flash floods can quickly inundate homes, causing significant property damage. Standing water and sewer backups can lead to mold growth and contamination, posing health risks to residents.
- **Business Districts:** Businesses can be vulnerable to flooding due to age and elevation, among other factors. Repeated flooding can lead to significant financial losses for small businesses, especially those without flood insurance.
- **Critical Facilities:**
 - **Schools and Community Center:** Basements and lower floors could be impacted by flooding.
 - **Municipal Facilities:** Leaking older roofs could cause damage on adjacent floors.
 - **Major Roadways:** Flooding can make these major thoroughfares impassable, delaying emergency response and isolating parts of the city.
 - **Healthcare Facilities:** Flooding and power outages can disrupt medical services.
 - **Grocery Stores and Gas Stations:** Extreme precipitation could cause flash flooding, and impact ground floors of grocery stores.
- **Natural Environment:** Heavy rains can erode river banks, increasing sedimentation and degrading water quality. Flooding can disrupt habitats in parks and natural areas. Increased runoff can carry pollutants, such as oils and chemicals, into local water bodies, further harming other wildlife.

Severe Weather (Winter Weather)

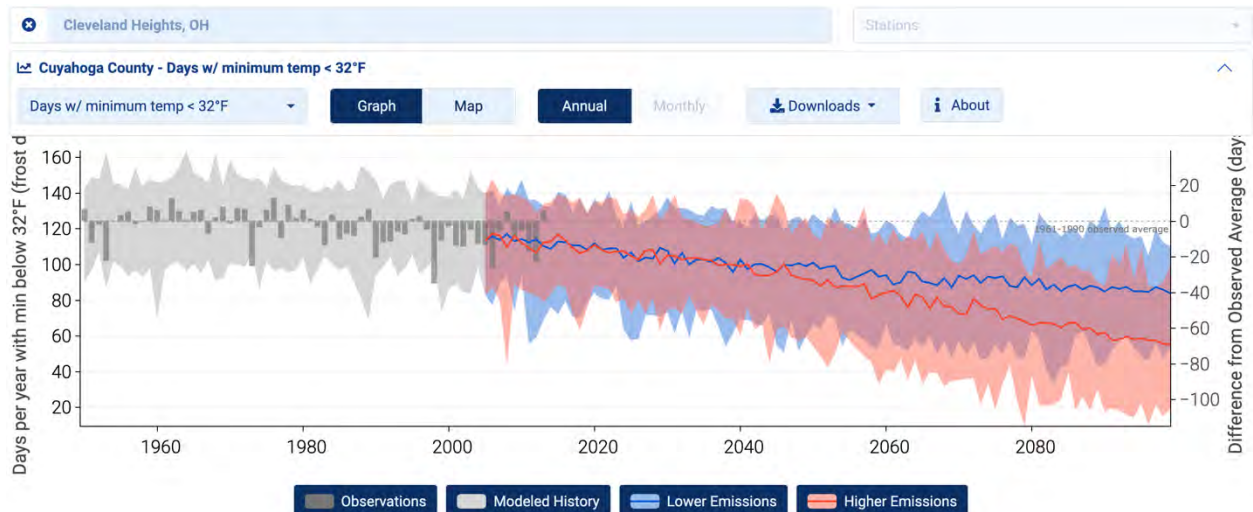


Figure 27: Days with Minimum Temperature Below 32 degrees Fahrenheit (source: NEMAC Explorer)

Hazard Description

Winter weather hazards in Cleveland Heights include heavy snowfall, ice storms, freezing rain, and extreme cold temperatures. The City experiences these events between November and March, with an average annual snowfall of approximately 68 inches. As experienced historically and detailed in the Cuyahoga County Multi-Jurisdictional Hazard Mitigation Plan, significant winter storms can drop more than 12 inches of snow in a single event. Ice storms and freezing rain pose additional risks by creating hazardous road conditions, downing power lines, and causing tree damage.

Probability of Future Events and Impact of Climate Change

Somewhat counterintuitively, while climate change may reduce certain impacts from winter weather, it may increase others:

- **Increased Variability:** Climate change may lead to increased variability with potential for both milder winters and more intense snowstorms. The 2023 U.S. Fifth National Climate Assessment projects that while overall snowfall may decrease slightly, the frequency of heavy snow events may actually increase. While we may have fewer snow days, greater ice storms which result from heavy snow events are that much more problematic.
- **Warmer Winters:** The average winter temperature in Northeast Ohio will increase, leading to more frequent freeze-thaw cycles, which can exacerbate road deterioration and increase the likelihood of ice storms.

- **Extreme Events:** Despite a general trend toward milder winters, extreme cold events are still expected to occur due to polar vortex disruptions, with temperatures potentially falling below -10°F.

Overall Vulnerability

Cleveland Heights is vulnerable to winter weather due to several factors:

- **Aging Infrastructure:** Older water mains and roads are susceptible to damage from freeze-thaw cycles.
- **Mature Tree Canopy:** The city's dense tree cover poses a risk during ice storms, leading to frequent power outages as branches give ice a much greater surface area to accumulate upon.
- **Above-Ground Power Lines:** Many areas rely on above-ground power lines, which are vulnerable to damage from falling branches and ice accumulation.

Impacts by Asset Category

- **Residential Areas:** Heavy snow can cause roof collapses and ice dams, leading to water damage. Ice storms can down power lines, leaving residents without heat or electricity.
- **Business Districts:** Prolonged closures and reduced customer traffic due to hazardous conditions result in lost revenue. Blocked parking from snow and ice storms that make use of sidewalks can also have significant impacts.
- **Critical Facilities:** Snow and ice can impede emergency response times. Power outages and blocked access routes can disrupt emergency services as well.
 - **Schools and Community Center:** Power outages after extreme weather events could result in disruptions to normal school activities.
 - **Municipal Facilities:** Power outages due to ice storms could occur.
 - **Major Roadways:** Ice storms particularly have major negative impacts on mobility for the elderly, those with limited mobility, and others such as transit-dependent populations. Increased freeze-thaw cycles have cumulative impacts on roads and sidewalks requiring more frequent maintenance.
 - **Healthcare Facilities:** Power outages due to ice storms could negatively impact patient care.
 - **Grocery Stores and Gas Stations:** More frequent ice storms could impact mobility to grocery stores and gas stations.
- **Natural Environment:** Ice storms can cause significant damage to the city's urban forest, leading to a loss of tree cover and increased risk of invasive species. Road salt and chemical deicers used during winter storms can contaminate local waterways, affecting water quality in local waterways.

Flooding

Hazard Description

Flooding is a significant hazard in Cleveland Heights, particularly due to its topography, aging stormwater infrastructure, and proximity to waterways such as Doan Brook and the Dugway Brook Watershed. While the City does not have significant portions in FEMA Special Flood Hazard Areas, it is at risk from other kinds of flooding due to its topography, building construction and increased precipitation.

Cleveland Heights receives an average of 41.03 inches of rainfall annually. According to the NOAA National Centers for Environmental Information, Ohio has experienced a significant increase in the number of 2-inch extreme precipitation events since the mid-1990s, a trend which is expected to increase due to increased water vapor in the atmosphere as a result of global warming. An example of the kinds of events that are expected to increase in frequency was the August 2023 event, overwhelming stormwater systems and causing widespread basement flooding on the west side of Cleveland, especially in low-lying areas and neighborhoods with combined sewer systems.

Probability of Future Events and Impact of Climate Change

Under all credible scenarios, the frequency and intensity of flooding in Cleveland Heights are expected to increase due to climate change:

- **Increased Frequency:** The frequency of heavy rainfall events is projected to increase by 20-30% by mid-century. Cleveland Heights could experience 5-10 additional days of intense rainfall per year.
- **Greater Intensity:** Extreme precipitation events, with rainfall exceeding 2 inches per hour, will become more common. This increase will put additional strain on the city's already burdened stormwater infrastructure.
- **Warmer Temperatures:** Warmer temperatures will result in more precipitation falling as rain rather than snow during winter months, leading to increased runoff and the risk of winter and spring flooding. Projections suggest a 10-20% increase in winter rainfall by 2050.

Overall Vulnerability

Cleveland Heights is vulnerable to flooding due to several factors:

- **Aging Infrastructure:** Many areas, particularly those with combined sewer systems in older neighborhoods, are not equipped to handle increased volumes of water during extreme events.
- **Topography and Urbanization:** The city's hilly terrain channels runoff into low-lying areas, while extensive impervious surfaces limit natural absorption of rainwater, increasing surface runoff and flood risks.
- **Proximity to Waterways:** Areas near waterways are especially susceptible to riverine flooding during heavy rains, exacerbating risks for nearby properties.

Impacts by Asset Category

- **Residential Areas:** Flash flooding can cause significant damage to foundations, electrical systems, and personal property. Floodwaters can carry contaminants, leading to health risks such as mold and bacterial infections.
- **Business Districts:** Frequent flooding increases insurance premiums and repair costs, putting additional financial strain on small businesses.
- **Critical Facilities:**
 - **Schools and Community Center:** Flooding may disrupt educational activities and damage buildings, affecting access to essential community services. This applies to private schools such as the Hebrew Academy of Cleveland as well.
 - **Municipal Facilities:** Potential structural damage and operational shutdowns, hampering emergency response and essential municipal services.
 - **Major Roadways:** Flooding can make major roads impassable.
 - **Healthcare Facilities:** Could make transportation difficult as well as damage below-grade facilities.
 - **Grocery Stores and Gas Stations:** May experience difficulties in access as well as damage.
- **Natural Environment:** Heavy rains can erode the banks of Doan Brook and Dugway Brook, leading to sedimentation and habitat loss. Flooding can increase runoff, carrying pollutants and debris into local waterways.

Extreme Heat

Hazard Description

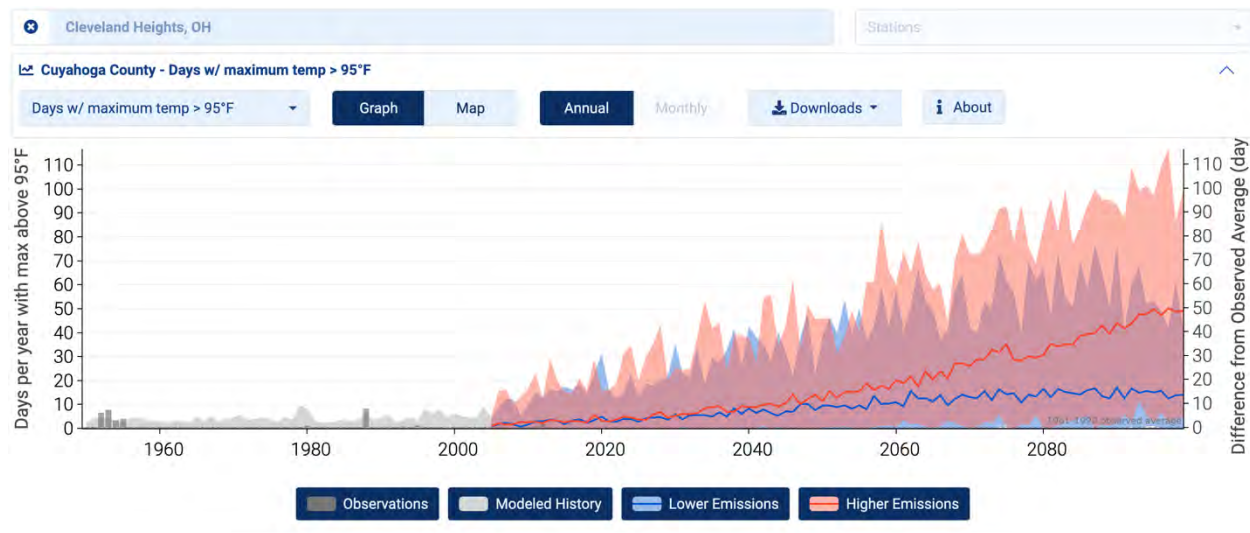


Figure 28: Days with Minimum Temperature Above 95 degrees Fahrenheit (source: NEMAC Explorer)

Cleveland Heights typically experiences around 10 days per year with temperatures above 95°F, but this number will increase due to climate change. Extreme heat exacerbates the urban heat

island effect, where urban areas experience higher temperatures than rural areas due to heat retention by buildings and roads.

In Cleveland Heights, neighborhoods with less tree cover, such as the Cedar-Lee, Severance Town Center and Coventry Village areas, are particularly affected, experiencing temperatures up to 5°F higher than surrounding areas. Prolonged heat events can also degrade air quality, leading to higher concentrations of ground-level ozone and particulate matter, which can aggravate respiratory conditions such as asthma.

Probability of Future Events and Impact of Climate Change

Under all credible scenarios, the frequency and intensity of extreme heat events in Cleveland Heights are expected to increase significantly:

- **Increased Frequency:** The number of days exceeding 90°F is projected to rise from an average of 10 days per year to 25-30 days by mid-century. Heatwaves lasting three or more days could become more common, with some years experiencing multiple prolonged heat events.
- **Greater Intensity:** Extreme heat days with temperatures above 95°F could increase from 2-3 days per year to 10-15 days by 2050. This poses severe health risks, particularly for vulnerable populations.
- **Heatwaves in Spring and Fall:** Overall temperature increases are likely to result in extreme heat events moving both earlier and later in the year.

Overall Vulnerability

Cleveland Heights is increasingly vulnerable to extreme heat due to several factors:

- **Aging Infrastructure:** Older buildings, especially those without air conditioning, are less equipped to keep indoor temperatures cool.
- **Limited Tree Cover in Urban Areas:** Areas with low tree canopy experience higher temperatures, increasing residents' exposure to extreme heat.
- **Energy Demand and Grid Reliability:** Prolonged heat waves increase demand for electricity, straining the power grid and risking outages.

Impacts by Asset Category

- **Residential Areas:** Prolonged exposure to extreme heat can lead to heat exhaustion and heatstroke, particularly for elderly residents and those with pre-existing conditions. Increased use of air conditioning during heat waves can lead to higher energy bills, disproportionately affecting low-income households.
- **Business Districts:** Excessive heat can impact outdoor workers and businesses with inadequate cooling, leading to reduced productivity.
- **Critical Facilities:**
 - **Schools and Community Center:** Facilities without adequate cooling infrastructure may need to close during extreme heat events.

- **Municipal Facilities:** Elderly populations needing city services at City Hall during those events are impacted and there is a higher risk from the physical conditions at Severance.
- **Major Roadways:** No specific impacts.
- **Healthcare Facilities:** Vulnerable populations including the elderly are more susceptible to extreme heat events, possibly increasing demands on hospital services.
- **Grocery Stores and Gas Stations:** No specific impacts.
- **Natural Environment:** Extreme heat can damage trees and reduce their ability to provide shade and cooling. High temperatures increase the formation of ground-level ozone, exacerbating respiratory conditions.

Drought

Hazard Description

Drought is characterized by prolonged periods of low precipitation, leading to water shortages, soil moisture deficits, and stress on local water resources. While Cleveland Heights has not historically been prone to severe droughts, changing climate patterns have increased the likelihood and potential severity of drought conditions.

Drought can affect water availability for residential, commercial, and environmental needs, particularly during the summer months when demand is highest. The city's reliance on Lake Erie and local aquifers for water supply mitigates some risks, but prolonged dry periods can still lead to significant impacts on water-dependent activities, landscaping, and ecosystem health.

Probability of Future Events and Impact of Climate Change

Under the RCP8.5 scenario, the likelihood of drought events in Cleveland Heights is expected to increase due to rising temperatures and changing precipitation patterns:

- **Increased Frequency:** Prolonged dry periods, particularly in the summer, are projected to become more frequent by mid-century. Cleveland Heights could experience up to 20 more dry days annually, with precipitation deficits occurring more regularly.
- **Higher Temperatures:** Higher Temperatures: As stated in the 2024 City of Cleveland Climate Risk and Vulnerability Assessment, average summer temperatures for Cuyahoga County are projected to rise between 5.3-6.7°F by 2050, increasing evaporation rates and reducing soil moisture levels, thus exacerbating drought conditions. Higher temperatures will also lead to increased water demand for irrigation and cooling.
- **Variable Precipitation:** While overall annual precipitation may increase, it is expected to occur in fewer, more intense events, leading to periods of drought between heavy rainfalls. This pattern can disrupt water recharge and increase stress on the water supply during dry periods.

Overall Vulnerability

Cleveland Heights' vulnerability to drought is influenced by several factors:

- **Water Demand:** Typical usage of water for residential lawns and public green spaces increases water stress during droughts.
- **Aging Infrastructure:** Older water systems may not be equipped to handle fluctuations in demand and supply, leading to inefficiencies and increased maintenance needs during drought conditions.
- **Tree Canopy and Green Spaces:** The city's extensive tree canopy and numerous parks require significant water to maintain, making them highly vulnerable to drought stress.

Impacts by Asset Category

- **Residential Areas:** Higher water usage during droughts can lead to increased utility bills for residents. Lawns and gardens may suffer during prolonged dry periods, reducing property values and increasing maintenance costs.
- **Business Districts:** Businesses may incur additional costs for water during drought periods, impacting profitability.
- **Critical Facilities:**
 - **Schools and Community Center:** No specific impacts.
 - **Municipal Facilities:** Drought conditions can lower water pressure and availability, complicating firefighting efforts.
 - **Major Roadways:** No specific impacts.
 - **Healthcare Facilities:** No specific impacts.
 - **Grocery Stores and Gas Stations:** No specific impacts.
- **Natural Environment:** Prolonged drought can lead to tree mortality and increased vulnerability to pests and diseases. Public parks may experience reduced usability of green spaces and increased maintenance costs due to the need for additional watering and potential replacement of vegetation. Low water levels in streams during droughts can concentrate pollutants, reducing water quality and harming aquatic life, as well as increased sedimentation and erosion.

Air Quality

Hazard Description

Air quality in Cleveland Heights is affected by pollutants such as ground-level ozone, particulate matter (PM_{2.5} and PM₁₀)⁶⁶, and emissions from transportation and industrial activities outside of city limits. Poor air quality can have significant health impacts, particularly for individuals with respiratory conditions, the elderly, and children. Cuyahoga County experiences several days each year when the Air Quality Index (AQI) reaches "Unhealthy for Sensitive Groups" (AQI 101-150) or beyond, especially during the summer months. According to the US EPA's Air Quality Index Report, in 2023, Cuyahoga County had 13 of those days, including 3 days classified as "Unhealthy" for all populations and 1 day as "Very Unhealthy".

Emissions from local traffic, particularly along major roads like Mayfield Road, Cedar Road, and Lee Road, contribute to elevated levels of nitrogen oxides (NOx) and carbon monoxide (CO), compounding air quality issues. Additionally, temperature inversions during the winter months can trap pollutants close to the ground, further degrading air quality and exacerbating health risks.

Probability of Future Events and Impact of Climate Change

Climate change is expected to impact air quality in Cleveland Heights in several ways:

- **Increased Ozone Levels:** Higher temperatures promote the formation of ground-level ozone. By mid-century, the city could see a 20-30% increase in high-ozone days, with temperatures exceeding 90°F more frequently, leading to more days with unhealthy air quality.
- **More Frequent Wildfires:** Increased wildfire activity in western and northern North America can lead to elevated PM_{2.5} levels in Cleveland Heights due to long-range transport of smoke. In September 2020, Cleveland Heights experienced several hazy days with PM_{2.5} levels exceeding 35 µg/m³ due to wildfire smoke, leading to public health warnings.
- **Increased Heat Waves:** Higher temperatures and more frequent heat waves can exacerbate air pollution, leading to more frequent "Unhealthy" AQI days.

Overall Vulnerability

Cleveland Heights is vulnerable to air quality issues due to several factors:

- **High Vehicle Usage:** The city's reliance on automobiles contributes significantly to local air pollution, particularly along high-traffic roads.
- **Older Housing Stock:** Many older homes in Cleveland Heights lack adequate insulation and air filtration, making indoor air quality more susceptible to outdoor pollution.

Impacts by Asset Category

- **Residential Areas:** Poor air quality can exacerbate asthma, chronic obstructive pulmonary disease, and other respiratory conditions. Many older homes lack proper ventilation systems, making it difficult to maintain good indoor air quality during high pollution days. This is a significant concern for the elderly and those with pre-existing health conditions.
- **Business Districts:** Outdoor activities, such as farmers' markets and outdoor dining, can be negatively impacted during high pollution days. Businesses may face increased costs for air filtration systems or may need to modify operations to protect employees from poor air quality.
- **Critical Facilities:** Hospitals and clinics such as MetroHealth Medical Center Cleveland Heights experience increased patient loads during high pollution events.
 - **Schools and Community Center:** Poor air quality can lead to the cancellation of outdoor activities and affect student health and attendance.
 - **Municipal Facilities:** No specific impacts.
 - **Major Roadways:** No specific impacts.

- o **Healthcare Facilities:** Hospitals and clinics experience increased patient loads during high pollution events.
 - o **Grocery Stores and Gas Stations:** No specific impacts.
- **Natural Environment:** High ozone levels can damage sensitive plant species, reducing growth and biodiversity. Deposition of airborne pollutants can contribute to the eutrophication of local waterways like Doan Brook, leading to algal blooms and degraded water quality.

Appendix B: Greenhouse Gas Emission Inventory Methodology and Inputs

Analysis inputs, such as energy consumption, were estimated by PCFO based on local-, regional-, and state-level data. Whenever possible, data collected by Cleveland Heights were used in place of estimates. [ClearPath](#), developed by [ICLEI USA](#), was used to then estimate emissions. A preliminary report underwent ICLEI's quality assurance testing to ensure accurate reporting according to [GHG Protocol](#) standards.

Results are presented in terms of metric tons of carbon dioxide-equivalents (MT CO₂e) in order to compare different greenhouse gasses on an apples-to-apples basis regarding their global warming potential.

City Operations Inventory: Inputs

Input Values				
Sector	Category	Fuel	Unit	Quantity
All	Population			44,652
City Operations	Stationary Energy	Natural Gas	MCF	16,078
City Operations	Electricity	Electricity	KWh	4,221,834
City Operations	Passenger Vehicles	Gasoline	Gallons	59,711
City Operations	Light Trucks	Gasoline	Gallons	43,338
City Operations	Light Trucks	Diesel	Gallons	25,247
City Operations	Heavy-Duty Vehicle	Diesel	Gallons	70,682
City Operations	Passenger Vehicles	Gasoline	VMT	1,313,646
City Operations	Light Trucks	Gasoline	VMT	780,098
City Operations	Light Trucks	Diesel	VMT	454,460
City Operations	Heavy-Duty Vehicle	Diesel	VMT	424,093
City Operations	Waste		Short Tons	652
City Operations	Water		Gallons	3,793,856
City Operations	Employee Commute		Employees	376
City Operations	Tree Canopy		Acres	390
City Operations	Electric Line Losses	Electricity	Percent	4.5%
City Operations	Fugitive Emissions	Natural Gas	Percent	0.5%

Table 15: Inputs to City Operations Inventory

Community-Wide Inventory: Inputs

These records were compiled from the ClearPath tool that Cleveland Heights utilized to develop the community-wide inventory. Additional detailed data can be accessed on ClearPath using the

Activity Data Report. The inventory was developed in alignment with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC).

Residential Energy Sector			
Inventory Record	GPC Scope	GPC Ref #	MMBTU
Residential Electricity Consumption	Scope 2	I.1.2	658435.3345
Residential Electric Aggregation Participants	Scope 2	I.1.2	265536.6382
Residential Fuel Oil Consumption	Scope 1	I.1.1	3297.589726
Residential Kerosene Consumption	Scope 1	I.1.1	123.9016101
Residential Natural Gas Consumption	Scope 1	I.1.1	1526727.885
Residential Propane Consumption	Scope 1	I.1.1	30295.44409

Table 16: Community-wide greenhouse gas inventory inputs for the residential energy sector

Commercial Energy Sector			
Inventory Record	GPC Scope	GPC Ref #	MMBTU
Commercial Electricity Consumption	Scope 2	I.2.2	203885.6553
Commercial Electric Aggregation Participants	Scope 2	I.2.2	33988.1843
Commercial Distillate (No. 2) Consumption	Scope 1	I.2.1	18253.94454
Commercial Gasoline Consumption	Scope 1	I.2.1	21000
Commercial Natural Gas Consumption	Scope 1	I.2.1	264000
Commercial Propane Consumption	Scope 1	I.2.1	8000

Table 17: Community-wide greenhouse gas inventory inputs for the commercial energy sector

Industrial Energy Sector			
Inventory Record	GPC Scope	GPC Ref #	MMBTU
Industrial Electricity Consumption	Scope 2	I.3.2	144
Industrial Natural Gas Consumption	Scope 1	I.3.1	79000
Industrial Distillate (No. 2) Consumption	Scope 1	I.3.1	40000
Industrial Gasoline Consumption	Scope 1	I.3.1	5000
Industrial Propane Consumption	Scope 1	I.3.1	4000
Industrial Residual (No. 6) Consumption	Scope 1	I.3.1	1000

Table 18: Community-wide greenhouse gas inventory inputs for the industrial energy sector

Transportation & Mobile Sources Sector					
Inventory Record	GPC Scope	GPC Ref #	On Road VMT	Fossil Fuel Energy Equivalent (MMBtu)	Biofuel Energy (MMBtu)

Scope 3 Aviation Emissions			Not Estimated		
Gasoline Consumption	Scope 1	II.1.1	107309026.8	569004.1172	
Diesel Consumption	Scope 1	II.1.1	5323741.573	94081.53042	
Biodiesel Consumption	Scope 1	II.1.1	74073	452.5843989	104.9527615
Fuel Ethanol Consumption	Scope 1	II.1.1	10193243.06	8037.346421	30623.56563
Onroad Natural Gas Consumption	Scope 1	II.1.1	1853367		
Onroad Propane Consumption	Scope 1	II.1.1	19413		
Scope 3 Rail Emissions			0		
Scope 3 Water Travel Emissions			0		

Table 19: Community-wide greenhouse gas inventory inputs for the transportation and mobile sources sector

Solid Waste			
Inventory Record	GPC Scope	GPC Ref #	Tons Waste Exported
Exported Waste (All Sectors)	Scope 3	III.1.2	137100

Table 20: Community-wide greenhouse gas inventory inputs for the solid waste sector

Process and Fugitive Emissions			
Inventory Record	GPC Scope	GPC Ref #	Leakage Rate
Fugitive Emissions from Natural Gas Distribution	Scope 1	I.8.1	0.30%

Table 21: Community-wide greenhouse gas inventory inputs for the process and fugitive emissions sector

Agriculture, Forestry, and Other Land Uses (AFOLU)			
Inventory Record	GPC Scope	GPC Ref #	Canopy Area of Trees Outside Forest (hectares)
Urban Tree Canopy	Scope 1	V.2	930.575457

Table 22: Community-wide greenhouse gas inventory inputs for the agriculture, forestry, and other land uses (AFOLU) sector

Water and Wastewater			
Inventory Record	GPC Scope	GPC Ref #	Population Served
Wastewater Treatment (Out of boundary)	Scope 3	III.4.2	45002

Wastewater Treatment (effluent discharge)	Scope 3	III.4.2	45002
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Table 23: Community-wide greenhouse gas inventory inputs for the water and wastewater sector

Appendix C: List of Plans, Policies, and Reports Reviewed

City Plans and Programs

- City of Cleveland Heights Master Plan (2017)
- Community Reinvestment Area (CRA) Program
- Complete and Green Streets Policy
- Compton Road Greenway Study
- EV Smart Letter
- EV Smart Report
- Fleet Electrification Analysis
- Grow Tax Savings Program
- Mayfield Road Corridor Multimodal Plan
- Shared Spaces Program
- Stormwater Management Plan
- Taylor Road Corridor Study
- Vision Zero Policy

Codes and Ordinances

- Building, Fire, and Housing Codes
- Lead Safe Ordinances
- Zoning Code

Regional and State Documents

- Cuyahoga County Climate Change Action Plan (2019)
- Cuyahoga County Multi-Jurisdictional Hazard Mitigation Plan (2022)
- Cuyahoga County Regional Shared Micro-Mobility Program
- Cuyahoga County Tree Canopy Assessment
- Cuyahoga County Vulnerability Assessment
- Greater Cleveland Regional Transit Authority Transit-Oriented Development Plan
- Ohio State Hazard Mitigation Plan (2022)
- Ohio Threat and Hazard Identification and Risk Assessment (THIRA) (2023)
- City of Cleveland Climate Risk and Vulnerability Assessment (2024)

Climate Action Plans

- City of Ann Arbor Living Carbon Neutrality Plan (2020)
- City of Cincinnati Green Cincinnati Plan (2023)
- City of Cleveland Climate Action Plan (2018)
- City of Columbus Climate Action Plan (2021)
- City of Detroit Climate Action Plan (2017)
- City of Lakewood Climate Action Plan (2021)
- City of Oberlin Climate Action Plan (2019)
- Cuyahoga County Climate Change Action Plan (2019)

Appendix D: List of Tables and Figures

Table 1: Physical Factors for Climate Vulnerability by Census Tract	30
Figure 1: Map of heat island effect in Cleveland Heights	31
Figure 2: Map of flood plain in Cleveland Heights	32
Figure 3: Map of residential properties built before 1939 in Cleveland Heights	33
Figure 4: Map of impervious cover in Cleveland Heights	34
Figure 5: Map of the lack of tree canopy cover in Cleveland Heights	35
Table 2: Social Factors for Climate Vulnerability by Census Tract	36
Figure 6: Map of population 65 years and older in Cleveland Heights	37
Figure 7: Map of minority population in Cleveland Heights	38
Figure 8: Map of population below the poverty level in Cleveland Heights	39
Figure 9: Map of rental occupied housing units in Cleveland Heights	40
Figure 10: Map of population under 5 years old in Cleveland Heights	41
Figure 11: Map of households without a vehicle in Cleveland Heights	42
Figure 12: Map of population without a high school diploma in Cleveland Heights	43
Figure 13: Map of population with a disability in Cleveland Heights	44
Table 3: Climate Hazards and Summary of Potential Impacts on Cleveland Heights (source: Nutter Consulting)	46
Table 4: Climate Risk Assessment Matrix for Cleveland Heights (source: Nutter Consulting)	47
Table 5: Asset Exposure Matrix for Cleveland Heights (source: Nutter Consulting)	47
Table 6: Physical Factor Exposure Matrix for Cleveland Heights (source: Nutter Consulting)	48
Figure 14: Climate and Economic Justice Screening Tool showing disadvantaged communities in Cleveland Heights shaded in blue	50
Table 7: EJScreen environmental indicators by Census Tract scoring above the 90th percentile	51
Figure 15: EJScreen Map showing the prevalence of lead paint in Cleveland Heights	52
Figure 16 and Table 8: Community-wide greenhouse gas emissions by scope	55
Table 9: Community-wide greenhouse gas emissions by sector	56
Figure 17: Donut chart of community-wide greenhouse gas emissions by sector	56
Figure 18 and Table 10: City operations greenhouse gas emissions by scope	57
Table 11: City operations greenhouse gas emissions by sector	58
Figure 19: Donut chart of city operations greenhouse gas emissions by sector	58
Table 12: High Impact Pathways with reduction targets and greenhouse gas emissions	59
Figure 20: Chart of greenhouse gas emission reduction from High Impact Pathways	60
Figure 21: Chart of projected greenhouse gas emission reduction from High Impact Pathways by sector	61
Table 13: High Impact Building and Energy Pathways	63
Table 14: High Impact Transportation Pathways	75
Figure 22: Overall Climate Vulnerability (source: U.S. Climate Vulnerability Index)	144

Figure 23: Climate Impacts (source: U.S. Climate Vulnerability Index)	145
Figure 24: Community Baseline (source: U.S. Climate Vulnerability Index)	146
Figure 25: Extreme Heat Climate Projections for Cuyahoga County (source: CMRA)	146
Figure 26: Heavy Precipitation Trends for Cleveland (source: GLISA)	153
Figure 27: Days with Minimum Temperature Below 32 degrees Fahrenheit (source: NEMAC Explorer)	155
Figure 28: Days with Minimum Temperature Above 95 degrees Fahrenheit (source: NEMAC Explorer)	158
Table 15: Inputs to City Operations Inventory	164
Table 16: Community-wide greenhouse gas inventory inputs for the residential energy sector	165
Table 17: Community-wide greenhouse gas inventory inputs for the commercial energy sector	165
Table 18: Community-wide greenhouse gas inventory inputs for the industrial energy sector	165
Table 19: Community-wide greenhouse gas inventory inputs for the transportation and mobile sources sector	166
Table 20: Community-wide greenhouse gas inventory inputs for the solid waste sector	166
Table 21: Community-wide greenhouse gas inventory inputs for the process and fugitive emissions sector	166
Table 22: Community-wide greenhouse gas inventory inputs for the agriculture, forestry, and other land uses (AFOLU) sector	166
Table 23: Community-wide greenhouse gas inventory inputs for the water and wastewater sector	167

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Proposed: 05/05/2025

ORDINANCE NO. 082-2025(AS), *First Reading*

By Councilmember Cobb

An Ordinance amending Section 143.04, "Compensation of Members," of Chapter 143, "Landmark Commission," of the Codified Ordinances of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

SECTION 1. Section 143.04, "Compensation of Members" of Chapter 143, "Landmark Commission" of the Codified Ordinances of the City of Cleveland Heights shall be and is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. Current Section 143.04 of the Codified Ordinances of the City of Cleveland Heights as it existed prior to the effective date of this Ordinance shall be, and is hereby, repealed in its entirety.

SECTION 3. It is found and determined that all formal actions of the Council 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 of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

SECTION 5. 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 for consistency between Section 143.04 and the provisions of the City's Wage & Salary Ordinance, Ord. 023-2025 to enhance the efficient operation of the City and delivery of services to residence. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT A to ORDINANCE NO. XXX-2025(AS)

Chapter 143 Landmark Commission

143.04 COMPENSATION OF MEMBERS; PAYMENT OF EXPENSES

~~No compensation shall be paid to any member of the Landmark Commission for services performed on this Commission. The chairperson and other members of the Landmark Commission shall each receive such compensation, and the expense of the Board shall be paid, as Council may provide by Ordinance.~~

Memorandum



Date: 3/31/25

To: City Council

From: Chief Britton

Subject: Lexipol, LLC. three (3) Year

Purpose Statement:

See attached memo to Mayor Seren

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?

See memo to mayor Seren for further.



CLEVELAND HEIGHTS POLICE DEPARTMENT

To: Mayor Seren, Safety Director
Rodney Hairston, Finance Director

From: Christopher M. Britton, Chief of Police

Date: March 24, 2025

Re: Lexipol, LLC. three (3) year contract for the Police Department's Policy Management services

Sir,

I am requesting the introduction of a Resolution to allow you to enter into a three (3) year contract with Lexipol, LLC. As you are aware, Lexipol, LLC. was engaged in 2020 to do a comprehensive review of all CHPD police policies and procedures to ensure best practices compared to national policing standards and to ensure incorporation of pertinent Ohio Collaborative Standards. Since 2020, CHPD has been renewing our annual subscription that includes real-time legal review (with suggested changes) of all policies and procedures with current case law, Daily Officer Training Bulletin written scenarios that officers must complete online, and management of electronic departmental manuals and policies and procedures.

The current subscription ends on June 30th, 2025. The estimated renewal at the time of FY25 budgeting in October of 2024 was \$27,000.00 using the previous year's amount of \$27,000.00 was budgeted for in the FY25 budget. A recent notification was received that the subscription renewal cost for July 1, 2025, through June 30, 2026, would be \$28,523.03, exceeding what was budgeted for in the FY25 budget.

Upon legal review, it was recommended that a new three (3) year contract should be approved by you for legislation and presented to the council.

This multi-year contract was not planned for during budgeting and would need review by finance and budgeted for in line item 101.7201.2025.0 (outside services and maintenance). Year one amount of \$28,523.03 is due on July 1, 2025; year two amount of \$29,949.08 is due July 1, 2026; and year three amount of \$31,446.64 is due July 1, 2027. The total amount of this three-year contract is \$89,918.75.

A sole source letter is included in this request and it is my recommendation that the services and software offered by Lexipol, LLC best meet CHPD's needs.

Respectfully Submitted,

Chief Britton

APPROVED

MAYOR KAHLIL SEREN
CITY of CLEVELAND HEIGHTS, OHIO



January 1, 2025

To Whom It May Concern:

This letter sets forth justification for Lexipol, LLC as a sole source provider of risk management tools for public safety organizations. Lexipol offers subscription-based policy management and training services that are purchased by public safety and local government organizations directly from Lexipol.

DEPARTMENT NEED

Your agency or department requires a policy management solution that is compliant with applicable laws and regulations, implemented by qualified professionals, customized to fit your needs, and includes scenario-based daily training bulletins with tests to reinforce and demonstrate policy comprehension. The system must be readily accessible online and via mobile devices, provide real-time policy updates, and include a supplemental manual for department-specific procedural content.

LEXIPOL PRODUCT DETAILS

Lexipol's comprehensive policy management solution is the only one to provide all of the above. A Lexipol subscription provides access to substantive copyrighted content on a proprietary, web-based knowledge management system that enables issuance of department-specific policy, captures electronic signatures for compliance, and assigns training to reinforce comprehension and application. Lexipol's policy solution allows each agency or department to increase policy compliance and personnel safety while improving the services provided to the communities they serve.

By working with Lexipol, each agency and department takes advantage of our unrivaled network of subject matter experts and legal resources to implement policy management solutions. Due to the increasing complexity of evolving laws governing public safety organizations, hiring resources that carry the requisite legal expertise in this subject matter has proven cost prohibitive on a per-department basis.

JUSTIFICATION FOR SOLE SOURCE AWARD

As thousands of other agencies and departments have determined through comprehensive review and due diligence, no other platform provides a comprehensive policy management solution suite like Lexipol. Others may staff personnel who help write and review policy content but lack the necessary software platform to track ongoing personnel compliance and knowledge management. Alternatively, they may provide a platform to house content but do not offer training and updates to ensure retention of vital material. Finally, many lack tracking and reporting altogether.

Only Lexipol offers a comprehensive policy solution that meets all department requirements, making it the sole source for your needs.

If you have any questions or need assistance, please feel free to contact us. We appreciate the opportunity to serve and support you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jan Roos", is written over a horizontal line.

Jan Roos
Vice President and General Counsel
compliance@lexipol.com

Proposed: 05/05/2025

RESOLUTION NO. 083-2025(PSH), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute an agreement with Lexipol, LLC for annual subscription services used to provide the Police Department with comprehensive departmental policy management solutions; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, the City has been contracting with Lexipol, LLC for Annual Law Enforcement Policy Manuals and Training Bulletins, Daily Training Bulletin Management, Supplemental Manuals, and Enforcement Procedures since 2020 on a year-by-year basis;

WHEREAS, by entering an agreement with a three-year term that begins on July 1, 2025, the City can lock in a 5% annual escalator as opposed to the 6%-8% year-over-year increase when contracting for one-year terms; and

WHEREAS, this Resolution being necessary for the authorization of a contract with a three-year term in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00), the City wishes to avail itself of the savings associated with a three-year term;

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

SECTION 1. Notwithstanding any provision of C.O. Chapter 171 to the contrary, the Mayor is hereby authorized to execute an agreement with Lexipol, LLC for annual subscription services used to provide Annual Law Enforcement Policy Manuals and Training Bulletins, Daily Training Bulletin Management, Supplemental Manuals, and Enforcement Procedures. The term of the agreement shall not exceed three (3) years, the cost of which shall not exceed Twenty-Eight Thousand, Five Hundred Twenty-Three and 03/100 Dollars (\$28,523.03) for the first year, Twenty-Nine Thousand, Nine Hundred Forty-Nine and 08/100 Dollars (\$29,949.08) for the second year, and Thirty-One Thousand, Four Hundred Forty-Six and 64/100 Dollars (\$31,446.64) for the third year. The agreement shall contain any additional terms and condition that the Director of Law deems necessary or advisable.

SECTION 2. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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

RESOLUTION NO. 083-2025(PSH)

the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 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 need to for this Resolution to become effective prior to June 30, 2025, to avoid a lapse in service. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



MASTER SERVICE AGREEMENT

Agency Name	Department	Cleveland Heights PD
Agency Address	Address	40 Severance Circle
	City,State	Cleveland Heights, OH 44118
Attention	Lieutenant Corrigan	
Lexipol's Address	2611 Internet Boulevard, Suite 120	
	Frisco, TX 75034	
Effective Date		

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

DEPARTMENT NAME (STATE)

Lexipol, LLC

Signature _____

Signature _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Selected Services and Associated Fees

Agency is purchasing the following:

TERM ONE				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy Manual and Training Bulletins	7/1/2025 - 6/30/2026		15%	\$ 20,928.40
Annual Law Enforcement Daily Training Bulletin Management	7/1/2025 - 6/30/2026		15%	\$ 4,511.08
Annual Law Enforcement Supplemental Manual	7/1/2025 - 6/30/2026		15%	\$ 1,925.12
Annual Law Enforcement Procedures	7/1/2025 - 6/30/2026		15%	\$ 1,158.43
				\$ -
TERM ONE TOTAL				\$ 28,523.03
Term One Subscription Total				\$ 28,523.03

TERM TWO				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy Manual and Training Bulletins	7/1/2026 - 6/30/2027		15%	\$ 21,974.82
Annual Law Enforcement Daily Training Bulletin Management	7/1/2026 - 6/30/2027		15%	\$ 4,736.63
Annual Law Enforcement Supplemental Manual	7/1/2026 - 6/30/2027		15%	\$ 2,021.28
Annual Law Enforcement Procedures	7/1/2026 - 6/30/2027		15%	\$ 1,216.35
0				\$ -
TERM TWO TOTAL				\$ 29,949.08
Term Two Subscription Total				\$ 29,949.08

TERM THREE TOTAL				
DESCRIPTION	TERM	UNIT PRICE	DISCOUNT	EXTENDED
Annual Law Enforcement Policy Manual and Training Bulletins	7/1/2027 - 6/30/2028		15%	\$ 23,073.56
Annual Law Enforcement Daily Training Bulletin Management	7/1/2027 - 6/30/2028		15%	\$ 4,973.46
Annual Law Enforcement Supplemental Manual	7/1/2027 - 6/30/2028		15%	\$ 2,122.45
Annual Law Enforcement Procedures	7/1/2027 - 6/30/2028		15%	\$ 1,277.17
0				\$ -
TERM THREE TOTAL				\$ 31,446.64
Term Three Subscription Total				\$ 31,446.64

Exhibit B

Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

\$ 89,918.75

1.6 “Service(s)” means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 “Subscription Materials” means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency’s authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a “Renewal Term”) unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the “Term” of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency’s termination for convenience.

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4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency’s access to Lexipol’s Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty

(30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital,

is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application

("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting,

and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services

to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

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7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "ASIS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

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11. Limitation of Liability. Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth

in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or

in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

1. Response Times. For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.

2. Uptime Commitment. The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.

3. Exclusions from Uptime Percentage. All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

Proposed: 04/21/2025

ORDINANCE NO. 084-2025 (COTW), *First Reading*

By Vice President Russell

An Ordinance enacting a new Section 171.16, *City Contract Publication Requirement*, requiring transparency and accountability for contracts.

WHEREAS, the City of Cleveland Heights seeks to promote transparency and accountability in the use of public funds; and

WHEREAS, the City Council finds it in the public interest to ensure that all contracts and consulting agreements between \$7,500 and \$50,000 are made available for public review.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, OHIO:

SECTION 1. Chapter 171, *Contracts*, of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to enact a new Section 171.16, which shall read as follows:

171.16 CITY CONTRACT PUBLICATION REQUIREMENT

(a) (1) The Mayor shall cause each fully executed contract for which the City has issued a Fiscal Officer's Certificate for an amount between \$7,500 and \$50,000, inclusive, to be posted on the City's website not later than fifteen (15) days after fully executed, in a manner that allows for public viewing of all such contracts and amendments through a single portal, platform, or other application, which shall be accessible by a hyperlink clearly featured on the website.

(2) All amendments to a contract described in Subsection 171.16(a)(1), above, are subject to the same online posting requirement set forth therein, and each amendment shall be visually and digitally associated with the original contract.

(b) The posted contracts and their amendments shall be viewable in a table or similar search-enabled format with no less than the following information provided for each contract and its amendments:

- (1) The name of each party with whom the City is contracting;
- (2) The contract amount;
- (3) A brief description of the contract's purpose;
- (4) The contract term;

ORDINANCE NO. 084-2025 (COTW)

- (5) The administering department; and
- (6) For amendments, the purpose of the amendment and the change in contract amount.

(c) No contract or amendment shall be removed from the portal, platform, or other application prior to the date permitted under the applicable departmental records retention schedule.

(d) The Council Clerk shall include in each Council packet a list of contracts posted to the website since the last preceding meeting; or as may otherwise be directed by Council

(e) The Mayor shall notify City Council of any instance of noncompliance with this Section 171.16. Such notice shall outline the reasons for noncompliance and propose corrective actions.

SECTION 2. It is found and determined that all formal actions of the Council 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 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 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. This Ordinance shall take effect and be in force at the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

ORDINANCE NO. 084-2025 (COTW)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

STOREFRONT RENOVATION LOAN
between
THE CITY OF CLEVELAND HEIGHTS
and
3 D MOORE ENTERPRISES LLC

THIS AGREEMENT, made and entered into at Cleveland Heights, Ohio this _____ day of _____, 2025 by and between the CITY OF CLEVELAND HEIGHTS, 40 Severance Circle, Cleveland Heights, Ohio 44118 (hereafter the “City” or “Lender”), acting through its Mayor, and 3 D MOORE ENTERPRISES LLC (hereafter “Borrower”), whose tax address is 33800 Harrow Court, Solon, Ohio 44139.

WHEREAS, Borrower has applied to Lender for a loan in the amount of NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25), under the Storefront Renovation Loan Program, to assist in exterior renovations to the commercial building at 3936-3946 Mayfield Road, Cleveland Heights, Ohio 44122 (hereafter “Commercial Building”) which houses a multi-tenant commercial building; and

WHEREAS, Lender desires to make said loan to Borrower to enable Borrower to carry out its plans as set forth in its application previously submitted to the City and on file with the Planning Department, subject to the terms and conditions hereafter set forth; and

WHEREAS, the City has determined that the proposed plans will eliminate a blighted condition in the Center Mayfield District and will be in the best interests of the City of Cleveland Heights and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Lender and Borrower agree as follows:

ARTICLE I

STOREFRONT RENOVATION LOAN PROJECT

SECTION 1.01 STOREFRONT RENOVATION LOAN PROJECT

Borrower agrees to undertake, or cause to be undertaken the following activity at the Commercial Building (hereafter referred to as the “Storefront Project”): storefront façade repair and renovations, masonry tuckpointing and repair, painting, new windows, concrete and sidewalk repair/replacement, parking lot resurfacing, and signage. The total cost of the Storefront Project shall be up to One Hundred Forty-Eight Thousand Eight Hundred Thirteen and 61/100 Dollars (\$148,813.61).

SECTION 1.02 FINANCING SOURCES FOR THE COMMERCIAL PROJECT

The financing sources for the Storefront Project shall be Owner Equity up to the sum of \$14,881.36 (10% of the total project cost), the Storefront Loan (as defined in Section 2.01) in the sum of up to \$93,932.25 (63%% of the project cost) and the Storefront Rebate in the amount of up to \$40,000.00 (27% of the total project cost). The Storefront Rebate and Loan are funds spent by the Borrower on the Storefront Project which are reimbursed by the City after the Borrower demonstrates to the City that the Storefront Project has met the agreed upon requirements.

SECTION 1.03 TIMETABLE FOR PROJECT ACTIVITIES

Borrower agrees to complete the Storefront Project by no later than June 30, 2026, unless a written extension is granted by the City for good cause shown by Borrower.

SECTION 1.04 GUARANTEE OF COMPLETION AND REPAYMENT

Borrower unconditionally and irrevocably guarantees timely completion of the Storefront Project in accordance with Section 1.03 and timely repayment of the Loan in accordance with Article II. To accomplish complete and timely execution of the Storefront Project, Borrower shall make out-of-pocket payments for any cost overruns. Borrower shall make said guarantee substantially in the form of Exhibit A attached hereto.

ARTICLE II

THE LOAN

SECTION 2.01 THE LOAN, RATE AND NOTE

Subject to the terms and conditions of this Agreement, Lender hereby agrees to lend to Borrower, and Borrower agrees to borrow from Lender, up to the sum of NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25) for the Storefront Renovation Project. Borrower agrees to repay to Lender the total principal sum borrowed of up to NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25) plus any interest accumulated per the terms of this Agreement (hereafter the "Storefront Loan" or the "Loan"). The obligation of Borrower to repay the Loan shall be evidenced by and repayable in accordance with the terms of this Agreement and in accordance with the terms of a Cognovit Note (hereafter the "Note" and attached hereto as Exhibit B) of Borrower in a form satisfactory to Lender, dated the date on which the Loan is made (hereafter the "Closing Date" or "Disbursement Date"), payable to the order of Lender in the amount of the Loan with interest on the unpaid principal balance thereof, from time to time outstanding, at a fixed rate of zero percent (0%).

SECTION 2.02 THE TERM AND REPAYMENT

The Term of the Loan shall be for 60 (SIXTY) months.

The payment schedule shall start three (3) months after final disbursement continuing in monthly installments of one thousand six hundred sixty-six and 66/100 Dollars (\$1,565.54) for an additional 59 (fifty-nine) months thereafter.

The first monthly installment of \$1,565.54 shall be due and payable on the first (1st) day of the fourth (4th) month following Final Disbursement of the Loan. Subsequent installments shall be due in advance on the first (1st) day of every calendar month thereafter during the Term of the Loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118. All payments shall be applied first to interest and late fees (if any), and then to principal. If any installment is not paid within fifteen (15) days after it is due, Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that the following are true with respect to Borrower:

SECTION 3.01 PAYMENT OF FEES

Lender agrees to pay third-party fees, expenses, and charges incurred with respect to the Loan, including, but not limited to, title insurance and survey costs, recording and filing fees, mortgage taxes, and documentary stamps.

SECTION 3.02 DISBURSEMENT OF LOAN

The City shall disburse the Loan funds to Borrower accordingly:

No disbursement of Loan funds shall be made unless and until (i) all fees assessed by the City have been paid by Borrower; (ii) all loan documents, mortgages, notes, security agreements, guarantees, insurance certificates, and other required documentation have been properly executed, received, and approved by the City; and (iii) Borrower has submitted to the City copies of all necessary and appropriate permit(s) for the Storefront Project and any other documents required herein.

The request for disbursement of Loan funds shall be made by submitting thereto documentation for eligible costs submitted by Borrower in a form acceptable to Planning Director

or designee.

SECTION 3.03 AUTHORIZATION

The entering into and performance by Borrower of this Agreement and the execution and delivery of the Note and all other documents and instruments required under this Agreement will not violate any law, rule, regulation, order, writ, judgment, decree, determination, or award presently in effect and having applicability to Borrower or result in a breach of or constitute a default under any indenture, bank loan, credit agreement, or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

SECTION 3.04 ENFORCEABILITY

When this Agreement is executed by Borrower and Lender, and when the Note is executed and delivered by Borrower for value, each such instrument shall constitute the legal, valid and binding obligation of the parties thereto in accordance with their terms. Any instruments, mortgages and other liens on chattel or real estate shall constitute legal, valid and binding liens free and clear of all prior liens and encumbrances except as stated below.

SECTION 3.05 LITIGATION

There are no legal actions, suits, or proceedings pending, or, to the knowledge of Borrower, threatened against Borrower before any court or administrative agency, which, if determined adversely to Borrower, would have an adverse effect on the financial condition or businesses of Borrower which have not been disclosed in writing to Lender.

SECTION 3.06 GOVERNMENTAL CONSENTS

No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Borrower of this Agreement, the Note, the Mortgage, or other document except as provided for under Sections 4.04 and 4.05.

SECTION 3.07 ABSENCE OF DEFAULT

Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

SECTION 3.08 TAX RETURNS AND PAYMENTS

Borrower has filed all required tax returns and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any federal, state or local taxing agency. No tax liability has been asserted by the Internal Revenue Service or any other taxing agency

(federal, state or local) for taxes materially in excess of those already provided for, and Borrower knows of no basis for any such deficiency assessment.

SECTION 3.09 NO ADVERSE CHANGE

There has been no adverse change since the date of application for the Loan in the financial condition, fixed properties, debts or liabilities of Borrower.

SECTION 3.10 MATERIAL FACTS

No representation or warranty contained herein or made hereunder and no certificate, schedule or other document furnished or to be furnished in connection with the transactions contemplated hereby contains or will contain a misstatement of material fact or omits or will omit to state a material fact required to be stated herein or therein in order to ensure that statements contained herein and therein are not misleading.

SECTION 3.11 PROHIBITION OF CONFLICT OF INTEREST

No person who is an employee, officer, agent or consultant of the City of Cleveland Heights, or an elected public official or member of the Cleveland Heights City Council or appointed public official of the City of Cleveland Heights may obtain a personal or financial interest or benefit from the Storefront Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. The above restrictions shall apply to all activities comprising the Storefront Project, and shall cover any such interest or benefit during, and any time after, such person's tenure.

SECTION 3.12 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Borrower will comply with all applicable federal, state and local laws, ordinances and administrative rulings pertaining to the Storefront Project.

SECTION 3.13 PERFORMANCE ON OTHER CONTRACTS WITH THE CITY

Borrower will fully perform all other contracts with the City in a timely and workmanlike manner.

ARTICLE IV

CONDITIONS OF LENDING

The obligation of Lender to make the Loan shall be subject to the fulfillment on or before the Closing Date of each of the following conditions:

SECTION 4.01 EXECUTION AND DELIVERY OF LOAN AGREEMENT AND NOTE

Borrower shall execute and deliver to Lender this Agreement and the Note, each in a form

satisfactory to Lender and its attorneys.

SECTION 4.02 EXECUTION AND DELIVERY OF COLLATERAL DOCUMENTS

Borrower's obligation to make payments of principal and interest on the Loan and any other sums payable hereunder shall be secured by: i) a Mortgage on the Commercial Building described in Exhibit C attached hereto, which lien evidenced by such Mortgage shall be free and clear of all prior liens and encumbrances except for taxes not yet due and payable.

SECTION 4.03 HUD APPROVAL

Borrower shall submit sufficient documentation, required by the United States Department of Housing and Urban Development ("HUD") or Lender to establish to HUD's satisfaction that Borrower is in compliance with all applicable federal laws and regulations, including, but not limited to, Davis-Bacon and Related Acts ("DBRA") wage requirements and Section 3 of the HUD Act of 1968 hiring requirements.

SECTION 4.04 GOVERNMENTAL APPROVAL

Borrower shall have secured all necessary approvals and consents of governmental bodies having jurisdiction with respect to any Storefront Project activities included, but not limited to, Architectural Board of Review, Board of Zoning Appeals, Planning Commission, and Landmark Commission.

SECTION 4.05 APPROVAL OF OTHERS

Borrower shall have secured all necessary approvals and consents required with respect to this transaction by any creditor or other party having any financial interest in Borrower or his/her property.

SECTION 4.06 NO DEFAULT

There shall exist as of the date of execution of this Agreement, no event or condition which constitutes an Event of Default or which, after notice or lapse of time or both, would constitute such an Event of Default and no such event shall occur as a result of such borrowing. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit D attached hereto.

SECTION 4.07 REPRESENTATION AND WARRANTIES

The representation and warranties contained herein shall be true and correct as of the date hereof and the Closing Date. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit D attached hereto.

SECTION 4.08 CERTIFICATE OF INSURANCE

Borrower shall deliver to Lender a Certificate of Insurance recognizing Lender as an additional insured for fire and extended coverage in an amount not less than \$100,000.

ARTICLE V

AFFIRMATIVE COVENANTS

Borrower agrees to comply with the following covenants from the date of this Agreement until the Loan has been fully repaid to Lender, or such longer time as specifically provided in the covenant, unless Lender or its assigns otherwise consent in writing:

SECTION 5.01 PAYMENT OF LOAN

Borrower agrees to pay punctually the principal on the Note according to its terms and conditions and to repay punctually any other amounts that may become due and payable to Lender under or pursuant to the terms of this Agreement and/or the Note.

SECTION 5.02 PAYMENT OF OTHER INDEBTEDNESS

Borrower agrees to pay punctually the principal and interest due on any other indebtedness now or hereafter owing by Borrower to Lender or any other lender.

SECTION 5.03 MAINTAIN AND INSURE PROPERTY

Borrower agrees at all times to maintain the Commercial Building provided as security for this Loan in such condition and repair that Lender's security will be adequately protected and so that the business carried on in connection therewith may be properly and advantageously carried out at all times. Borrower also agrees to maintain during the term of the Loan adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate by lender in amounts and forms sufficient to prevent Borrower from becoming a co-insurer and issued by companies reasonably satisfactory to Lender with acceptable loss-payee clauses in favor of Lender. Such insurance insofar as Lender's loss-payee coverage is concerned shall be in an amount of at least \$100,000.00. Borrower further agrees to maintain adequate liability and worker's compensation insurance in amounts and forms reasonably satisfactory to Lender, and to provide written proof thereof to Lender upon request.

SECTION 5.04 PAYMENT OF TAXES

Borrower agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its property or its business prior to the date on which penalties would attach thereto, except that Borrower shall not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that Borrower so advises Lender in writing of such contest and proceedings.

SECTION 5.05 INFORMATION

Borrower agrees to maintain adequate records and books of account for the Storefront Project, such entries to be made in accordance with generally accepted accounting principles consistently applied, and to permit Lender or HUD to inspect said books upon reasonable advance notice. In addition, Borrower shall deliver to Lender annual financial statements, certified by Borrower to be true, on or before the first day of July each year.

Borrower further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or attorneys.

Borrower further agrees to provide written notice to Lender of any public hearing or meeting before any administrative or other public agency which may in any manner materially affect the real estate securing the Loan.

SECTION 5.06 SEVERABILITY

Borrower agrees that in the event that any provision of this Agreement or any other instrument executed at closing or the application thereof shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement or such instrument nevertheless shall remain in full force and effect, and to this end, the provisions of all covenants, conditions and agreements described herein are deemed to be separate.

SECTION 5.07 INDEMNIFICATION

Borrower agrees to indemnify and hold Lender, its officials, employees, agents and assigns harmless against any and all liability with respect to, or resulting from, any delay in Borrower's discharging any of its obligations, or any failure of Borrower to discharge any of its obligations, and in no instance shall any official, employee or agent of Lender or its assigns be personally liable to Borrower.

SECTION 5.08 EXPENSE OF COLLECTION OR ENFORCEMENT

Borrower agrees, if at any time Borrower defaults on any provision of this Agreement, to pay Lender or its assigns, in addition to any other amounts that may be due from Borrower, an amount equal to the reasonable costs and expenses incurred by Lender or its assigns in the collection, enforcement, correction or waiver of such default, including, without limitation, attorneys' fees.

SECTION 5.09 ABSENCE OF RELATIONSHIPS

Borrower agrees that neither the execution and delivery of this Agreement nor the receipt by it of the Storefront Loan nor the performance of its obligations hereunder will or shall be deemed to create any relationship between Borrower and Lender, whether as a third-party beneficiary, partner, joint venturer, shareholder, agent, principal or otherwise; and Borrower agrees to make no representation or statement to any party to such effect. Borrower further agrees that Lender is acting as a conduit for the federal funds comprising the Loan and is in no way lending its aid and credit to

Borrower and Borrower agrees to make no representation or statement to any party to such effect.

SECTION 5.10 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Borrower shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, familial status, national origin, disability, sexual orientation or gender identity or expression. Borrower shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression. As used herein, "treated" means and includes, without limitation, the following: recruited, whether by advertising or other means; compensated; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. Borrower agrees to and shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representatives of Borrower setting forth the provisions of this nondiscrimination clause.

Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower, state that Borrower is an equal opportunity employer.

Borrower shall send to each labor union or representative of workers with which it has a collective bargaining agreement, other contract or understanding, if any, notice advising the labor union or worker's representative of Borrower's commitments under this equal employment opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Borrower shall permit access upon reasonable, prior written notice by the Director of the City's Department of Planning and Development ("Director"), or his designated representative, at all reasonable hours, to any relevant and pertinent reports and documents to verify compliance with the EEO provisions stated hereinabove.

SECTION 5.11 DISCLOSURE OF DOCUMENTS

Disclosure of documents which are in the possession of the City shall be governed by the applicable federal, state and local laws.

ARTICLE VI

NEGATIVE COVENANTS

Borrower covenants and agrees that, from the date hereof until payment in full of the Note, unless Lender or its assigns shall otherwise consent in writing, it will not undertake any act, enter into any agreement or make any commitment which the performance of which or failure of performance would constitute a breach of any of the covenants contained in this Agreement including, but not limited to, the following covenants:

SECTION 6.01 LIMITATION OF LIENS

Borrower will not create nor suffer to exist any mortgage, pledge, lien, charge or encumbrance of any kind on any of its properties or assets used as collateral to secure this Loan, except as otherwise provided herein or approved in writing by Lender.

SECTION 6.02 TRANSFER OF PROPERTY

Borrower shall not transfer any interest in the Commercial Building without the written consent of Lender.

SECTION 6.03 CHANGE IN OWNERSHIP

Borrower will not permit, without the prior written approval of Lender, any material change in its ownership structure, control, or operation including, without limitation, (i) merger into or consolidation with any other person, firm or corporation; (ii) a change of directors, (iii) changing the nature of its business as intended to be carried out at the date hereof; or (iv) substantial distribution, liquidation or other disposal of its assets.

SECTION 6.04 SID OR MERCHANT ASSOCIATION

Borrower agrees to support any Special Improvement District or Merchant Association activities if applicable.

SECTION 6.05 WAIVERS

Any acts which Borrower is required to do or prohibited from doing by any provision of this Agreement may, notwithstanding such provisions, be omitted or performed, as the case may be, if Lender consents thereto in writing.

ARTICLE VII

EVENTS OF DEFAULT

The entire unpaid principal of the Note shall become and be immediately due and payable upon the written demand of Lender or its assigns, without any other notice or demand or any kind of presentment or protest, if any one of the following events (hereafter an "Event of Default") occurs and is continuing at the time of such demands, whether it is voluntarily or involuntarily or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administration or governmental body.

(A) PAYMENT DEFAULT UNDER NOTE

If Borrower shall fail to make payment when due of any installment of principal or other charges on the Note and the default remains unremedied for sixty (60) days or more.

(B) INCORRECT REPRESENTATIONS OR WARRANTIES

If any representation or warranty contained in or made in connection with the execution and delivery of this Agreement, instrument or certificate furnished pursuant hereto shall prove to have been incorrect in any material respect when made.

(C) DEFAULT IN COVENANTS

If Borrower defaults in the performance of any other term, covenant (affirmative or negative) or agreement contained in this Agreement or any other Agreement between Borrower and Lender and such default shall continue unremedied for thirty (30) days after the earlier of either: (i) it becomes known to Borrower; or (ii) written notice thereof was given to Borrower by Lender.

(D) VOLUNTARY INSOLVENCY

If Borrower becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it or a substantial portion of its assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or shall make a voluntary assignment for the benefit of creditors.

(E) INVOLUNTARY INSOLVENCY

If an involuntary petition shall be filed against Borrower under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for it, or of a substantial part of the property of Borrower, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded within thirty (30) days after the filing or levy.

(F) JUDGMENTS

If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of TEN THOUSAND DOLLARS (\$10,000.00) shall be rendered against Borrower and, within thirty (30) days, is not discharged, or an appeal therefrom taken and execution thereon effectively stayed pending such appeal, or, if such judgment be affirmed on such appeal, the same is not discharged within thirty (30) days.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 WAIVER OF NOTICE

No failure or delay on the part of Lender in exercising any rights, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right,

power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement or of the Note, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other further notice or demand in similar or other circumstances.

SECTION 8.02 ENTIRE AGREEMENT, AMENDMENTS

This Agreement embodies the entire agreement and understanding between Lender and Borrower and supersedes all prior agreements and understandings relating to the subject matter hereof. Borrower and Lender, and their successors and assigns, hereby expressly reserve all rights to amend any provision of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or to otherwise deal with any collateral security for the payment of the Note; provided, however, that all such amendments be in writing and executed by Lender or its assigns and Borrower.

SECTION 8.03 NOTICES

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed by certified mail, prepaid, to Lender and Borrower at the address in the heading or such other address as either party may have designated in writing to the other party hereto.

SECTION 8.04 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All agreements, representations, and warranties made by Borrower herein or any other document or certificate delivered to Lender in connection with the transactions contemplated by this Agreement shall survive the delivery of this Agreement and the Note and shall continue in full force and effect so long as the Note is outstanding.

SECTION 8.05 SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon Borrower and its successors and assigns except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written approval of Lender. This Agreement shall inure to the benefit of Lender, its successors and assigns, and all subsequent holders of the Note.

SECTION 8.06 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 8.07 ARTICLE AND SECTION HEADINGS

Article and Section headings used herein are for convenience only and shall not affect the

constitution of this Agreement.

SECTION 8.08 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable federal laws and regulations governing the receipt, expenditure and use of the Loan funds including, but not limited to, the following to the extent applicable:

1. Section 106 of the National Historic Preservation Act of 1966;
2. Title VIII of the Civil Rights Act of 1968;
3. Section 109 of the Housing and Community Development Act of 1974;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Section 104(j) of the Urban and Rural Recovery Act of 1973;
7. The regulations and requirements of OMB Circular Nos. 102 and A-87; and
8. Section 1017 of the Residential Lead- Based Paint Hazard Reduction Act of 1992, Title X.

IN WITNESS WHEREOF the parties hereto have each caused this Loan Agreement to be duly executed as of the day and the year first written above.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

CITY OF CLEVELAND HEIGHTS

By: _____
Kahlil Seren, Mayor

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Kahlil Seren, Mayor, of the City of Cleveland Heights, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such Mayor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2025.

Notary Public

3 D MOORE ENTERPRISES LLC

By: _____
Darryl Moore, Owner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Darryl Moore who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the same free act and deed of Strategic Structure Investments LLC., a limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2025.

Notary Public

Approved as to form:

William Hanna, Director of Law

EXHIBIT A

UNCONDITIONAL AND CONTINUING GUARANTEE

For One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and to induce the CITY OF CLEVELAND HEIGHTS, OHIO (hereinafter called "Lender"), to extend credit to 3 D MOORE ENTERPRISES LLC (hereinafter called "Borrower"), and in consideration thereof, the Undersigned absolutely and unconditionally guarantees the prompt and punctual payment when due, by acceleration or otherwise, of each obligation, direct, indirect or contingent, now existing or hereafter created or acquired and howsoever the same may be evidenced or secured (hereinafter called "Guaranteed Obligation(s)"), of the Borrower to the Lender, together with all interest, charges and penalties accruing thereon, and the faithful, punctual and complete observance and performance by the Borrower of all of the covenants, terms and conditions contained in promissory note, drafts, agreements, mortgages and other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

The Undersigned hereby agrees that, without notice to, without consent of, and without affecting the liability of the Undersigned:

1. Any Guaranteed Obligation(s) may be renewed or the maturity thereof extended from time to time and at any rate or rates of interest.
2. Property now or hereafter held as security for or pertaining to any Guaranteed Obligation(s) may be sold, exchanged, surrendered or otherwise dealt with by the Lender.
3. Settlements, compromises, compositions, accounts stated and agreed balances pertaining to any Guaranteed Obligation(s) may be effected in good faith between the Lender and the Borrower.
4. The Lender may take judgment against the Borrower and/or modify, waive, supplement or otherwise change the terms, conditions, provisions, restrictions or liabilities contained in one or more note, drafts, agreements, mortgages or other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party or parties liable thereon or to resort to property held as security therefor or pertaining thereto, before calling upon the Undersigned for payment of any Guaranteed Obligation(s).

The liability of the Undersigned hereunder shall in no way be released, mitigated or otherwise affected by (I) the release or discharge of the Borrower in any creditors, receivership, bankruptcy or other proceedings, or the commencement or pendency of any such proceedings, (ii) the impairment, limitation or modification of the liability of the Borrower in bankruptcy, or of any remedy for the enforcement of the Borrower's liability under any instrument evidencing any Guaranteed Obligation, or under any other instrument executed and delivered in connection

therewith, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute or from a decision in any court; or (iii) any assignment or transfer of any instrument evidencing any Guaranteed Obligation whether by Borrower and/or Lender by operation of law or otherwise.

This Guarantee shall become immediately effective and shall continue indefinitely, subject to the right of the Undersigned to terminate liability hereunder as to each obligation of the Borrower arising after written notice of such termination has been received by the Lender. If at any time any whole or partial payment of any Guaranteed Obligation is to be rescinded or must otherwise be restored or returned by Lender upon the insolvency or bankruptcy of Borrower or upon or as a result of the appointment of a receiver, intervener or conservator of, or trustee or similar officer for, Borrower, this Guarantee shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made. The Undersigned waives notice of the acceptance hereof, waives demand for payment and protest relative to each Guaranteed Obligation, waives all notices to which the Undersigned must otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Undersigned. This Guarantee shall be construed in accordance with the laws of the State of Ohio, shall inure to the benefit of the Lender, its successors and assigns, and to any other holder(s) of any Guaranteed Obligation(s), and shall be binding upon the successors and assigns of the Undersigned.

The Undersigned further agrees that the Guarantee hereunder will not be discharged or affected by the fact that the promissory note, drafts, agreements, mortgages or other instruments evidencing, securing and/or pertaining to any Guaranteed Obligation(s), or any provision thereof shall be held to be invalid, illegal or unenforceable for any reason. This Guarantee shall remain in full force and effect notwithstanding any legal, contractual or other restriction, limitation, or bar to the Lender proceeding against the Borrower or its properties and assets. This Guarantee shall be liberally construed in favor of the Lender, it being the intention of the Undersigned that the Guarantee hereunder be absolute, continuing and unconditional in any and all circumstances and that this Guarantee shall only be discharged by the complete payment by the Borrower (or the Undersigned) of all debts, liabilities and obligations of the Borrower guaranteed hereby.

The Undersigned shall have no right of reimbursement, subrogation or set-off against the Borrower; and the Undersigned hereby waives, releases and discharges any rights of exoneration which the Undersigned may have with respect to the Note unless and until the Lender receives payment in full from the Borrower (or the Undersigned) of all debts, liabilities and obligation owing from Borrower to the Lender.

The Undersigned hereby authorizes any attorney-at-law to appear in any Court of Record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY

**BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE
POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF
ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR
RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH
THE AGREEMENT, OR ANY OTHER CAUSE.**

3 D MOORE ENTERPRISES LLC

By: _____
Darryl Moore, Owner

Date: _____, 2025

EXHIBIT B

COGNOVIT NOTE

Cleveland Heights, Ohio
_____, 2025

FOR VALUE RECEIVED, the Undersigned, 3 D MOORE ENTERPRISES INC., (the “Maker”), promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, Ohio, 40 Severance Circle, Cleveland Heights, Ohio 44118 (the “City”) the principal sum of **NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25)** as herein set forth. Said sum shall be repaid as specified in a Loan Agreement of this date between Maker and City, said Loan Agreement being incorporated herein by reference, and more generally as follows:

The payment schedule shall start three (3) months after final disbursement continuing in monthly installments of one thousand five hundred sixty-five and 54/100 Dollars (\$1,565.54) for an additional 59 (fifty-nine) months thereafter.

The first monthly installment of \$1,565.54 shall be due and payable on the first (1st) day of the fourth (4th) month following Final Disbursement of the Loan. Subsequent installments shall be due in advance on the first (1st) day of every calendar month thereafter during the Term of the Loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118. All payments shall be applied first to interest and late fees (if any), and then to principal. If any installment is not paid within fifteen (15) days after it is due, Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

This Note is issued pursuant to a Loan Agreement, dated _____, 2025, by and between Maker and the City, to which reference hereby is made for a statement of the right of the holder hereof to declare this Note due prior to its stated maturity and the right and obligation of Borrower to repay this Note. In the event Maker should be in default, as defined in said Loan Agreement, this Note shall thereafter bear interest at the rate of ten percent (10%) per annum.

The Undersigned expressly and unconditionally waives presentment and demand of payment, notice of dishonor, protest and other notices of any kind.

Principal and interest hereon shall be payable in lawful money of the United States of America as such place as the holder shall designate in writing to Borrower. This Note shall be governed by Ohio law.

The Undersigned hereby authorize any attorney-at-law to appear in any court of record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the day and year first above written.

Signed in the presence of:

3 D MOORE ENTERPRISES LLC

By: _____

Darryl Moore, Owner

EXHIBIT C

MORTGAGE

This Mortgage is made and entered into this _____ day of _____, 2025, by and between the CITY OF CLEVELAND HEIGHTS, 40 Severance Circle, Cleveland Heights, Ohio 44118 (hereinafter referred to as “Mortgagee”) and 3 D MOORE ENTERPRISES LLC, whose tax mailing address is 33800 Harrow Court, Solon, Ohio 44139 (hereinafter referred to as “Mortgagor”).

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, its successors and assigns, all of the following described property situated and being in the City of Cleveland Heights, County of Cuyahoga, State of Ohio and described as follows:

(LEGAL DESCRIPTION TO BE INSERTED)

Permanent Parcel No. 683-07-005 (3936-3946 Mayfield Road, Cleveland Heights, Ohio 44122).

Together with and including, without limitation, all buildings, fixtures, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus and elevators (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as a part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default), to have and to hold the same unto the Mortgagee, and its successors in interest and assigns, forever in fee simple or such other estate, if any is stated herein.

The Mortgagor covenants that they are lawfully seized and possessed of and have the rights to sell and convey said property, subject to any easements of record, and in addition thereto such easements as are necessary for public utilities, subject to applicable zoning laws, that the same is free from all encumbrances except for taxes and assessments not yet due and payable, and that they hereby bind themselves and their heirs and assigns to warrant and defend the title aforesaid thereto

and every part thereof against the claims of all persons whomsoever. Mortgagor covenants that they will comply with all federal, state and local laws regarding the use of the property, and not commit waste or otherwise limit or detract from the usability or marketability of the property.

This instrument is given to secure the payment of a certain Cognovit Note, dated _____, 2025, in the principal sum of **NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25)** (the "Note") signed by 3 D MOORE ENTERPRISES LLC.

Default in any of the covenants or conditions of this instrument, the Note, or a certain Loan Agreement dated _____, 2025, between 3 D MOORE ENTERPRISES LLC. and Mortgagee, City of Cleveland Heights, ("Loan Agreement") secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or its assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all the rents and profits accruing thereafter as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

In the event that the Mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by the Note, and subject to the same terms and conditions therein. If the Mortgagor shall pay such principal sums evidenced by the Note and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Mortgage, then this Mortgage shall be canceled and surrendered.

The covenants contained herein shall bind and the benefits and advantages shall incur to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, if appropriate, and the use of any gender shall include all genders.

No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or Loan Agreement secured hereby.

A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provision or portions of this instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Mortgagor

3 D MOORE ENTERPRISES

By: _____
Darryl Moore, Owner

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Darryl Moore who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2025.

Notary Public

Prepared by:
William Hanna
Cleveland Heights Law Department
40 Severance Circle
Cleveland Heights, OH 44118

EXHIBIT D

**CERTIFICATION OF NO EVENT OF DEFAULT
AND REPRESENTATIONS AND WARRANTIES**

The undersigned, pursuant to a certain Loan Agreement, dated _____, 2025, (the “Loan Agreement”), by and between 3 D MOORE ENTERPRISES LLC., operator (the ‘Borrower’) and the CITY OF CLEVELAND HEIGHTS (“City”), hereby certifies that:

1. At the date hereof, no event or condition that constitutes an event of Default (as defined in the Loan Agreement) or which, after notice or lapse of time or both, would constitute an event of Default, exists or will result from Borrower’s acceptance of the Loan pursuant to the Loan Agreement;
2. At the date hereof, the representations and warranties contained in Article III of the Loan Agreement are true and correct, and the conditions of the Loan have been duly satisfied as of the Closing Date.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

3 D MOORE ENTERPRISES LLC

By: _____

Darryl Moore, Owner



Date: 5/1/2025

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Storefront Renovation Project Loan Agreements

Purpose Statement: To approve two Storefront Renovation Loans in the amount of \$93,932.25 each to 3 D Moore Enterprises LLC in connection with Storefront Renovation Program projects at 3936-46 Mayfield Road and 3948 Mayfield Road. The Storefront Renovation Program is a CDBG-funded program that has both a rebate and loan component to assist commercial property owners working with the City to make significant improvements to the exterior appearances of their building and work with our storefront design consultant to develop a scope of work for the project.

The total cost of the project parcels is \$297,627. In addition to the loans, which has a five-year, zero percent interest payback schedule per the program guidelines, the project funding will also utilize the maximum \$40,000 rebate (\$80,000 total) and \$14,881.36 (\$31,780.45 total) of owner equity of \$29,762.72.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To allow contractors to begin work/repairs in a timeframe consistent with the start of the construction season and expedite the completion of the project sooner.

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

If yes, why?

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

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

Proposed: 05/05/2025

RESOLUTION NO. 088-2025(PD), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with 3 D Moore Enterprises LLC for a loan under the City's Storefront Loan Fund Program to help renovate the storefronts at 3948 Mayfield Road; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, 3 D Moore Enterprises LLC has applied to the City for a loan under the City's Storefront Loan Fund Program to assist in the renovations of the storefronts at 3948 Mayfield Road; and

WHEREAS, this Council has determined that the requested loan would be consistent with the objectives of the City's Storefront Loan Fund Program and in the City's best interest; and

WHEREAS, there are Community Development Block Grant funds available for this purpose.

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 a loan agreement and all necessary documents to make a loan under the City's Storefront Loan Fund Program to 3 D Moore Enterprises LLC to assist in the renovations of the storefronts at 3948 Mayfield Road, subject to the submission of all requested documentation. The loan shall be in the sum of Ninety-Three Thousand Nine Hundred Thirty-Two and 25/100 Dollars (\$93,932.25) with a five (5) year repayment schedule. The loan shall be secured by a first position mortgage on the property at 3948 Mayfield Road and by a personal guarantee from Darryl Moore in the amount of the loan. During the term of the loan, 3 D MOORE ENTERPRISES LLC shall provide adequate documentation to demonstrate compliance with all applicable Community Development Block Grant regulations. The loan 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. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any 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

RESOLUTION NO. 088-2025

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 meet contractual deadlines during the construction season. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

STOREFRONT RENOVATION LOAN
between
THE CITY OF CLEVELAND HEIGHTS
and
3 D MOORE ENTERPRISES LLC

THIS AGREEMENT, made and entered into at Cleveland Heights, Ohio this _____ day of _____, 2025 by and between the CITY OF CLEVELAND HEIGHTS, 40 Severance Circle, Cleveland Heights, Ohio 44118 (hereafter the “City” or “Lender”), acting through its Mayor, and 3 D MOORE ENTERPRISES LLC (hereafter “Borrower”), whose tax address is 33800 Harrow Court, Solon, Ohio 44139.

WHEREAS, Borrower has applied to Lender for a loan in the amount of NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25), under the Storefront Renovation Loan Program, to assist in exterior renovations to the commercial building at 3948 Mayfield Road, Cleveland Heights, Ohio 44122 (hereafter “Commercial Building”) which houses a multi-tenant commercial building; and

WHEREAS, Lender desires to make said loan to Borrower to enable Borrower to carry out its plans as set forth in its application previously submitted to the City and on file with the Planning Department, subject to the terms and conditions hereafter set forth; and

WHEREAS, the City has determined that the proposed plans will eliminate a blighted condition in the Center Mayfield District and will be in the best interests of the City of Cleveland Heights and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Lender and Borrower agree as follows:

ARTICLE I

STOREFRONT RENOVATION LOAN PROJECT

SECTION 1.01 STOREFRONT RENOVATION LOAN PROJECT

Borrower agrees to undertake, or cause to be undertaken the following activity at the Commercial Building (hereafter referred to as the “Storefront Project”): storefront façade repair and renovations, masonry tuckpointing and repair, painting, new windows, concrete and sidewalk repair/replacement, parking lot resurfacing, and signage. The total cost of the Storefront Project shall be up to One Hundred Forty-Eight Thousand Eight Hundred Thirteen and 61/100 Dollars (\$148,813.61).

SECTION 1.02 FINANCING SOURCES FOR THE COMMERCIAL PROJECT

The financing sources for the Storefront Project shall be Owner Equity up to the sum of \$14,881.36 (10% of the total project cost), the Storefront Loan (as defined in Section 2.01) in the sum of up to \$93,932.25 (63%% of the project cost) and the Storefront Rebate in the amount of up to \$40,000.00 (27% of the total project cost). The Storefront Rebate and Loan are funds spent by the Borrower on the Storefront Project which are reimbursed by the City after the Borrower demonstrates to the City that the Storefront Project has met the agreed upon requirements.

SECTION 1.03 TIMETABLE FOR PROJECT ACTIVITIES

Borrower agrees to complete the Storefront Project by no later than June 30, 2026, unless a written extension is granted by the City for good cause shown by Borrower.

SECTION 1.04 GUARANTEE OF COMPLETION AND REPAYMENT

Borrower unconditionally and irrevocably guarantees timely completion of the Storefront Project in accordance with Section 1.03 and timely repayment of the Loan in accordance with Article II. To accomplish complete and timely execution of the Storefront Project, Borrower shall make out-of-pocket payments for any cost overruns. Borrower shall make said guarantee substantially in the form of Exhibit A attached hereto.

ARTICLE II

THE LOAN

SECTION 2.01 THE LOAN, RATE AND NOTE

Subject to the terms and conditions of this Agreement, Lender hereby agrees to lend to Borrower, and Borrower agrees to borrow from Lender, up to the sum of NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25) for the Storefront Renovation Project. Borrower agrees to repay to Lender the total principal sum borrowed of up to NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25) plus any interest accumulated per the terms of this Agreement (hereafter the "Storefront Loan" or the "Loan"). The obligation of Borrower to repay the Loan shall be evidenced by and repayable in accordance with the terms of this Agreement and in accordance with the terms of a Cognovit Note (hereafter the "Note" and attached hereto as Exhibit B) of Borrower in a form satisfactory to Lender, dated the date on which the Loan is made (hereafter the "Closing Date" or "Disbursement Date"), payable to the order of Lender in the amount of the Loan with interest on the unpaid principal balance thereof, from time to time outstanding, at a fixed rate of zero percent (0%).

SECTION 2.02 THE TERM AND REPAYMENT

The Term of the Loan shall be for 60 (SIXTY) months.

The payment schedule shall start three (3) months after final disbursement continuing in monthly installments of one thousand six hundred sixty-six and 66/100 Dollars (\$1,565.54) for an additional 59 (fifty-nine) months thereafter.

The first monthly installment of \$1,565.54 shall be due and payable on the first (1st) day of the fourth (4th) month following Final Disbursement of the Loan. Subsequent installments shall be due in advance on the first (1st) day of every calendar month thereafter during the Term of the Loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118. All payments shall be applied first to interest and late fees (if any), and then to principal. If any installment is not paid within fifteen (15) days after it is due, Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that the following are true with respect to Borrower:

SECTION 3.01 PAYMENT OF FEES

Lender agrees to pay third-party fees, expenses, and charges incurred with respect to the Loan, including, but not limited to, title insurance and survey costs, recording and filing fees, mortgage taxes, and documentary stamps.

SECTION 3.02 DISBURSEMENT OF LOAN

The City shall disburse the Loan funds to Borrower accordingly:

No disbursement of Loan funds shall be made unless and until (i) all fees assessed by the City have been paid by Borrower; (ii) all loan documents, mortgages, notes, security agreements, guarantees, insurance certificates, and other required documentation have been properly executed, received, and approved by the City; and (iii) Borrower has submitted to the City copies of all necessary and appropriate permit(s) for the Storefront Project and any other documents required herein.

The request for disbursement of Loan funds shall be made by submitting thereto documentation for eligible costs submitted by Borrower in a form acceptable to Planning Director

or designee.

SECTION 3.03 AUTHORIZATION

The entering into and performance by Borrower of this Agreement and the execution and delivery of the Note and all other documents and instruments required under this Agreement will not violate any law, rule, regulation, order, writ, judgment, decree, determination, or award presently in effect and having applicability to Borrower or result in a breach of or constitute a default under any indenture, bank loan, credit agreement, or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

SECTION 3.04 ENFORCEABILITY

When this Agreement is executed by Borrower and Lender, and when the Note is executed and delivered by Borrower for value, each such instrument shall constitute the legal, valid and binding obligation of the parties thereto in accordance with their terms. Any instruments, mortgages and other liens on chattel or real estate shall constitute legal, valid and binding liens free and clear of all prior liens and encumbrances except as stated below.

SECTION 3.05 LITIGATION

There are no legal actions, suits, or proceedings pending, or, to the knowledge of Borrower, threatened against Borrower before any court or administrative agency, which, if determined adversely to Borrower, would have an adverse effect on the financial condition or businesses of Borrower which have not been disclosed in writing to Lender.

SECTION 3.06 GOVERNMENTAL CONSENTS

No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Borrower of this Agreement, the Note, the Mortgage, or other document except as provided for under Sections 4.04 and 4.05.

SECTION 3.07 ABSENCE OF DEFAULT

Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

SECTION 3.08 TAX RETURNS AND PAYMENTS

Borrower has filed all required tax returns and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any federal, state or local taxing agency. No tax liability has been asserted by the Internal Revenue Service or any other taxing agency

(federal, state or local) for taxes materially in excess of those already provided for, and Borrower knows of no basis for any such deficiency assessment.

SECTION 3.09 NO ADVERSE CHANGE

There has been no adverse change since the date of application for the Loan in the financial condition, fixed properties, debts or liabilities of Borrower.

SECTION 3.10 MATERIAL FACTS

No representation or warranty contained herein or made hereunder and no certificate, schedule or other document furnished or to be furnished in connection with the transactions contemplated hereby contains or will contain a misstatement of material fact or omits or will omit to state a material fact required to be stated herein or therein in order to ensure that statements contained herein and therein are not misleading.

SECTION 3.11 PROHIBITION OF CONFLICT OF INTEREST

No person who is an employee, officer, agent or consultant of the City of Cleveland Heights, or an elected public official or member of the Cleveland Heights City Council or appointed public official of the City of Cleveland Heights may obtain a personal or financial interest or benefit from the Storefront Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties. The above restrictions shall apply to all activities comprising the Storefront Project, and shall cover any such interest or benefit during, and any time after, such person's tenure.

SECTION 3.12 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Borrower will comply with all applicable federal, state and local laws, ordinances and administrative rulings pertaining to the Storefront Project.

SECTION 3.13 PERFORMANCE ON OTHER CONTRACTS WITH THE CITY

Borrower will fully perform all other contracts with the City in a timely and workmanlike manner.

ARTICLE IV

CONDITIONS OF LENDING

The obligation of Lender to make the Loan shall be subject to the fulfillment on or before the Closing Date of each of the following conditions:

SECTION 4.01 EXECUTION AND DELIVERY OF LOAN AGREEMENT AND NOTE

Borrower shall execute and deliver to Lender this Agreement and the Note, each in a form

satisfactory to Lender and its attorneys.

SECTION 4.02 EXECUTION AND DELIVERY OF COLLATERAL DOCUMENTS

Borrower's obligation to make payments of principal and interest on the Loan and any other sums payable hereunder shall be secured by: i) a Mortgage on the Commercial Building described in Exhibit C attached hereto, which lien evidenced by such Mortgage shall be free and clear of all prior liens and encumbrances except for taxes not yet due and payable.

SECTION 4.03 HUD APPROVAL

Borrower shall submit sufficient documentation, required by the United States Department of Housing and Urban Development ("HUD") or Lender to establish to HUD's satisfaction that Borrower is in compliance with all applicable federal laws and regulations, including, but not limited to, Davis-Bacon and Related Acts ("DBRA") wage requirements and Section 3 of the HUD Act of 1968 hiring requirements.

SECTION 4.04 GOVERNMENTAL APPROVAL

Borrower shall have secured all necessary approvals and consents of governmental bodies having jurisdiction with respect to any Storefront Project activities included, but not limited to, Architectural Board of Review, Board of Zoning Appeals, Planning Commission, and Landmark Commission.

SECTION 4.05 APPROVAL OF OTHERS

Borrower shall have secured all necessary approvals and consents required with respect to this transaction by any creditor or other party having any financial interest in Borrower or his/her property.

SECTION 4.06 NO DEFAULT

There shall exist as of the date of execution of this Agreement, no event or condition which constitutes an Event of Default or which, after notice or lapse of time or both, would constitute such an Event of Default and no such event shall occur as a result of such borrowing. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit D attached hereto.

SECTION 4.07 REPRESENTATION AND WARRANTIES

The representation and warranties contained herein shall be true and correct as of the date hereof and the Closing Date. Borrower shall deliver to Lender an affidavit to that effect, substantially in the form of Exhibit D attached hereto.

SECTION 4.08 CERTIFICATE OF INSURANCE

Borrower shall deliver to Lender a Certificate of Insurance recognizing Lender as an additional insured for fire and extended coverage in an amount not less than \$100,000.

ARTICLE V

AFFIRMATIVE COVENANTS

Borrower agrees to comply with the following covenants from the date of this Agreement until the Loan has been fully repaid to Lender, or such longer time as specifically provided in the covenant, unless Lender or its assigns otherwise consent in writing:

SECTION 5.01 PAYMENT OF LOAN

Borrower agrees to pay punctually the principal on the Note according to its terms and conditions and to repay punctually any other amounts that may become due and payable to Lender under or pursuant to the terms of this Agreement and/or the Note.

SECTION 5.02 PAYMENT OF OTHER INDEBTEDNESS

Borrower agrees to pay punctually the principal and interest due on any other indebtedness now or hereafter owing by Borrower to Lender or any other lender.

SECTION 5.03 MAINTAIN AND INSURE PROPERTY

Borrower agrees at all times to maintain the Commercial Building provided as security for this Loan in such condition and repair that Lender's security will be adequately protected and so that the business carried on in connection therewith may be properly and advantageously carried out at all times. Borrower also agrees to maintain during the term of the Loan adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate by lender in amounts and forms sufficient to prevent Borrower from becoming a co-insurer and issued by companies reasonably satisfactory to Lender with acceptable loss-payee clauses in favor of Lender. Such insurance insofar as Lender's loss-payee coverage is concerned shall be in an amount of at least \$100,000.00. Borrower further agrees to maintain adequate liability and worker's compensation insurance in amounts and forms reasonably satisfactory to Lender, and to provide written proof thereof to Lender upon request.

SECTION 5.04 PAYMENT OF TAXES

Borrower agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its property or its business prior to the date on which penalties would attach thereto, except that Borrower shall not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that Borrower so advises Lender in writing of such contest and proceedings.

SECTION 5.05 INFORMATION

Borrower agrees to maintain adequate records and books of account for the Storefront Project, such entries to be made in accordance with generally accepted accounting principles consistently applied, and to permit Lender or HUD to inspect said books upon reasonable advance notice. In addition, Borrower shall deliver to Lender annual financial statements, certified by Borrower to be true, on or before the first day of July each year.

Borrower further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or attorneys.

Borrower further agrees to provide written notice to Lender of any public hearing or meeting before any administrative or other public agency which may in any manner materially affect the real estate securing the Loan.

SECTION 5.06 SEVERABILITY

Borrower agrees that in the event that any provision of this Agreement or any other instrument executed at closing or the application thereof shall be declared null and void, invalid, or held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement or such instrument nevertheless shall remain in full force and effect, and to this end, the provisions of all covenants, conditions and agreements described herein are deemed to be separate.

SECTION 5.07 INDEMNIFICATION

Borrower agrees to indemnify and hold Lender, its officials, employees, agents and assigns harmless against any and all liability with respect to, or resulting from, any delay in Borrower's discharging any of its obligations, or any failure of Borrower to discharge any of its obligations, and in no instance shall any official, employee or agent of Lender or its assigns be personally liable to Borrower.

SECTION 5.08 EXPENSE OF COLLECTION OR ENFORCEMENT

Borrower agrees, if at any time Borrower defaults on any provision of this Agreement, to pay Lender or its assigns, in addition to any other amounts that may be due from Borrower, an amount equal to the reasonable costs and expenses incurred by Lender or its assigns in the collection, enforcement, correction or waiver of such default, including, without limitation, attorneys' fees.

SECTION 5.09 ABSENCE OF RELATIONSHIPS

Borrower agrees that neither the execution and delivery of this Agreement nor the receipt by it of the Storefront Loan nor the performance of its obligations hereunder will or shall be deemed to create any relationship between Borrower and Lender, whether as a third-party beneficiary, partner, joint venturer, shareholder, agent, principal or otherwise; and Borrower agrees to make no representation or statement to any party to such effect. Borrower further agrees that Lender is acting as a conduit for the federal funds comprising the Loan and is in no way lending its aid and credit to

Borrower and Borrower agrees to make no representation or statement to any party to such effect.

SECTION 5.10 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Borrower shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, familial status, national origin, disability, sexual orientation or gender identity or expression. Borrower shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression. As used herein, "treated" means and includes, without limitation, the following: recruited, whether by advertising or other means; compensated; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. Borrower agrees to and shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representatives of Borrower setting forth the provisions of this nondiscrimination clause.

Borrower will, in all solicitations or advertisements for employees placed by or on behalf of Borrower, state that Borrower is an equal opportunity employer.

Borrower shall send to each labor union or representative of workers with which it has a collective bargaining agreement, other contract or understanding, if any, notice advising the labor union or worker's representative of Borrower's commitments under this equal employment opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Borrower shall permit access upon reasonable, prior written notice by the Director of the City's Department of Planning and Development ("Director"), or his designated representative, at all reasonable hours, to any relevant and pertinent reports and documents to verify compliance with the EEO provisions stated hereinabove.

SECTION 5.11 DISCLOSURE OF DOCUMENTS

Disclosure of documents which are in the possession of the City shall be governed by the applicable federal, state and local laws.

ARTICLE VI

NEGATIVE COVENANTS

Borrower covenants and agrees that, from the date hereof until payment in full of the Note, unless Lender or its assigns shall otherwise consent in writing, it will not undertake any act, enter into any agreement or make any commitment which the performance of which or failure of performance would constitute a breach of any of the covenants contained in this Agreement including, but not limited to, the following covenants:

SECTION 6.01 LIMITATION OF LIENS

Borrower will not create nor suffer to exist any mortgage, pledge, lien, charge or encumbrance of any kind on any of its properties or assets used as collateral to secure this Loan, except as otherwise provided herein or approved in writing by Lender.

SECTION 6.02 TRANSFER OF PROPERTY

Borrower shall not transfer any interest in the Commercial Building without the written consent of Lender.

SECTION 6.03 CHANGE IN OWNERSHIP

Borrower will not permit, without the prior written approval of Lender, any material change in its ownership structure, control, or operation including, without limitation, (i) merger into or consolidation with any other person, firm or corporation; (ii) a change of directors, (iii) changing the nature of its business as intended to be carried out at the date hereof; or (iv) substantial distribution, liquidation or other disposal of its assets.

SECTION 6.04 SID OR MERCHANT ASSOCIATION

Borrower agrees to support any Special Improvement District or Merchant Association activities if applicable.

SECTION 6.05 WAIVERS

Any acts which Borrower is required to do or prohibited from doing by any provision of this Agreement may, notwithstanding such provisions, be omitted or performed, as the case may be, if Lender consents thereto in writing.

ARTICLE VII

EVENTS OF DEFAULT

The entire unpaid principal of the Note shall become and be immediately due and payable upon the written demand of Lender or its assigns, without any other notice or demand or any kind of presentment or protest, if any one of the following events (hereafter an "Event of Default") occurs and is continuing at the time of such demands, whether it is voluntarily or involuntarily or, without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administration or governmental body.

(A) PAYMENT DEFAULT UNDER NOTE

If Borrower shall fail to make payment when due of any installment of principal or other charges on the Note and the default remains unremedied for sixty (60) days or more.

(B) INCORRECT REPRESENTATIONS OR WARRANTIES

If any representation or warranty contained in or made in connection with the execution and delivery of this Agreement, instrument or certificate furnished pursuant hereto shall prove to have been incorrect in any material respect when made.

(C) DEFAULT IN COVENANTS

If Borrower defaults in the performance of any other term, covenant (affirmative or negative) or agreement contained in this Agreement or any other Agreement between Borrower and Lender and such default shall continue unremedied for thirty (30) days after the earlier of either: (i) it becomes known to Borrower; or (ii) written notice thereof was given to Borrower by Lender.

(D) VOLUNTARY INSOLVENCY

If Borrower becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it or a substantial portion of its assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or shall make a voluntary assignment for the benefit of creditors.

(E) INVOLUNTARY INSOLVENCY

If an involuntary petition shall be filed against Borrower under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for it, or of a substantial part of the property of Borrower, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded within thirty (30) days after the filing or levy.

(F) JUDGMENTS

If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of TEN THOUSAND DOLLARS (\$10,000.00) shall be rendered against Borrower and, within thirty (30) days, is not discharged, or an appeal therefrom taken and execution thereon effectively stayed pending such appeal, or, if such judgment be affirmed on such appeal, the same is not discharged within thirty (30) days.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 WAIVER OF NOTICE

No failure or delay on the part of Lender in exercising any rights, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right,

power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement or of the Note, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other further notice or demand in similar or other circumstances.

SECTION 8.02 ENTIRE AGREEMENT, AMENDMENTS

This Agreement embodies the entire agreement and understanding between Lender and Borrower and supersedes all prior agreements and understandings relating to the subject matter hereof. Borrower and Lender, and their successors and assigns, hereby expressly reserve all rights to amend any provision of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or to otherwise deal with any collateral security for the payment of the Note; provided, however, that all such amendments be in writing and executed by Lender or its assigns and Borrower.

SECTION 8.03 NOTICES

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed by certified mail, prepaid, to Lender and Borrower at the address in the heading or such other address as either party may have designated in writing to the other party hereto.

SECTION 8.04 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All agreements, representations, and warranties made by Borrower herein or any other document or certificate delivered to Lender in connection with the transactions contemplated by this Agreement shall survive the delivery of this Agreement and the Note and shall continue in full force and effect so long as the Note is outstanding.

SECTION 8.05 SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon Borrower and its successors and assigns except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written approval of Lender. This Agreement shall inure to the benefit of Lender, its successors and assigns, and all subsequent holders of the Note.

SECTION 8.06 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 8.07 ARTICLE AND SECTION HEADINGS

Article and Section headings used herein are for convenience only and shall not affect the

constitution of this Agreement.

SECTION 8.08 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Borrower covenants and agrees to comply with all applicable federal laws and regulations governing the receipt, expenditure and use of the Loan funds including, but not limited to, the following to the extent applicable:

1. Section 106 of the National Historic Preservation Act of 1966;
2. Title VIII of the Civil Rights Act of 1968;
3. Section 109 of the Housing and Community Development Act of 1974;
4. Section 504 of the Rehabilitation Act of 1973;
5. The Age Discrimination Act of 1975;
6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Section 104(j) of the Urban and Rural Recovery Act of 1973;
7. The regulations and requirements of OMB Circular Nos. 102 and A-87; and
8. Section 1017 of the Residential Lead- Based Paint Hazard Reduction Act of 1992, Title X.

IN WITNESS WHEREOF the parties hereto have each caused this Loan Agreement to be duly executed as of the day and the year first written above.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

CITY OF CLEVELAND HEIGHTS

By: _____
Kahlil Seren, Mayor

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Kahlil Seren, Mayor, of the City of Cleveland Heights, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such Mayor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2025.

Notary Public

3 D MOORE ENTERPRISES LLC

By: _____
Darryl Moore, Owner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Darryl Moore who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the same free act and deed of Strategic Structure Investments LLC., a limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2025.

Notary Public

Approved as to form:

William Hanna, Director of Law

EXHIBIT A

UNCONDITIONAL AND CONTINUING GUARANTEE

For One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and to induce the CITY OF CLEVELAND HEIGHTS, OHIO (hereinafter called "Lender"), to extend credit to 3 D MOORE ENTERPRISES LLC (hereinafter called "Borrower"), and in consideration thereof, the Undersigned absolutely and unconditionally guarantees the prompt and punctual payment when due, by acceleration or otherwise, of each obligation, direct, indirect or contingent, now existing or hereafter created or acquired and howsoever the same may be evidenced or secured (hereinafter called "Guaranteed Obligation(s)"), of the Borrower to the Lender, together with all interest, charges and penalties accruing thereon, and the faithful, punctual and complete observance and performance by the Borrower of all of the covenants, terms and conditions contained in promissory note, drafts, agreements, mortgages and other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

The Undersigned hereby agrees that, without notice to, without consent of, and without affecting the liability of the Undersigned:

1. Any Guaranteed Obligation(s) may be renewed or the maturity thereof extended from time to time and at any rate or rates of interest.
2. Property now or hereafter held as security for or pertaining to any Guaranteed Obligation(s) may be sold, exchanged, surrendered or otherwise dealt with by the Lender.
3. Settlements, compromises, compositions, accounts stated and agreed balances pertaining to any Guaranteed Obligation(s) may be effected in good faith between the Lender and the Borrower.
4. The Lender may take judgment against the Borrower and/or modify, waive, supplement or otherwise change the terms, conditions, provisions, restrictions or liabilities contained in one or more note, drafts, agreements, mortgages or other instruments evidencing, securing or pertaining to any Guaranteed Obligation(s).

It shall not be necessary for the Lender to resort to or exhaust its remedies against the Borrower or against any other party or parties liable thereon or to resort to property held as security therefor or pertaining thereto, before calling upon the Undersigned for payment of any Guaranteed Obligation(s).

The liability of the Undersigned hereunder shall in no way be released, mitigated or otherwise affected by (I) the release or discharge of the Borrower in any creditors, receivership, bankruptcy or other proceedings, or the commencement or pendency of any such proceedings, (ii) the impairment, limitation or modification of the liability of the Borrower in bankruptcy, or of any remedy for the enforcement of the Borrower's liability under any instrument evidencing any Guaranteed Obligation, or under any other instrument executed and delivered in connection

therewith, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute or from a decision in any court; or (iii) any assignment or transfer of any instrument evidencing any Guaranteed Obligation whether by Borrower and/or Lender by operation of law or otherwise.

This Guarantee shall become immediately effective and shall continue indefinitely, subject to the right of the Undersigned to terminate liability hereunder as to each obligation of the Borrower arising after written notice of such termination has been received by the Lender. If at any time any whole or partial payment of any Guaranteed Obligation is to be rescinded or must otherwise be restored or returned by Lender upon the insolvency or bankruptcy of Borrower or upon or as a result of the appointment of a receiver, intervener or conservator of, or trustee or similar officer for, Borrower, this Guarantee shall continue to be effective, or be reinstated, as the case may be, all as though such payment had not been made. The Undersigned waives notice of the acceptance hereof, waives demand for payment and protest relative to each Guaranteed Obligation, waives all notices to which the Undersigned must otherwise be entitled by law, and also waives all defenses, legal or equitable, otherwise available to the Undersigned. This Guarantee shall be construed in accordance with the laws of the State of Ohio, shall inure to the benefit of the Lender, its successors and assigns, and to any other holder(s) of any Guaranteed Obligation(s), and shall be binding upon the successors and assigns of the Undersigned.

The Undersigned further agrees that the Guarantee hereunder will not be discharged or affected by the fact that the promissory note, drafts, agreements, mortgages or other instruments evidencing, securing and/or pertaining to any Guaranteed Obligation(s), or any provision thereof shall be held to be invalid, illegal or unenforceable for any reason. This Guarantee shall remain in full force and effect notwithstanding any legal, contractual or other restriction, limitation, or bar to the Lender proceeding against the Borrower or its properties and assets. This Guarantee shall be liberally construed in favor of the Lender, it being the intention of the Undersigned that the Guarantee hereunder be absolute, continuing and unconditional in any and all circumstances and that this Guarantee shall only be discharged by the complete payment by the Borrower (or the Undersigned) of all debts, liabilities and obligations of the Borrower guaranteed hereby.

The Undersigned shall have no right of reimbursement, subrogation or set-off against the Borrower; and the Undersigned hereby waives, releases and discharges any rights of exoneration which the Undersigned may have with respect to the Note unless and until the Lender receives payment in full from the Borrower (or the Undersigned) of all debts, liabilities and obligation owing from Borrower to the Lender.

The Undersigned hereby authorizes any attorney-at-law to appear in any Court of Record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY

**BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE
POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF
ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR
RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH
THE AGREEMENT, OR ANY OTHER CAUSE.**

3 D MOORE ENTERPRISES LLC

By: _____
Darryl Moore, Owner

Date: _____, 2025

EXHIBIT B

COGNOVIT NOTE

Cleveland Heights, Ohio
_____, 2025

FOR VALUE RECEIVED, the Undersigned, 3 D MOORE ENTERPRISES INC., (the “Maker”), promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, Ohio, 40 Severance Circle, Cleveland Heights, Ohio 44118 (the “City”) the principal sum of **NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25)** as herein set forth. Said sum shall be repaid as specified in a Loan Agreement of this date between Maker and City, said Loan Agreement being incorporated herein by reference, and more generally as follows:

The payment schedule shall start three (3) months after final disbursement continuing in monthly installments of one thousand five hundred sixty-five and 54/100 Dollars (\$1,565.54) for an additional 59 (fifty-nine) months thereafter.

The first monthly installment of \$1,565.54 shall be due and payable on the first (1st) day of the fourth (4th) month following Final Disbursement of the Loan. Subsequent installments shall be due in advance on the first (1st) day of every calendar month thereafter during the Term of the Loan. All payments shall be made payable to the City of Cleveland Heights and be made promptly to Lender at the following address or at such other address as Lender may designate in writing: Department of Planning and Development, Attn: Loan Processing, City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, Ohio 44118. All payments shall be applied first to interest and late fees (if any), and then to principal. If any installment is not paid within fifteen (15) days after it is due, Lender may charge a late fee equal to five percent (5%) of the amount of the payment due and may continue to charge such five percent (5%) fee for each additional fifteen (15) day period the payment remains outstanding. If any installment remains unpaid for more than sixty (60) days, or if Borrower is in default of any provision of this Agreement and has failed to cure such default within the time and as provided in this Agreement, the entire principal balance and any unpaid interest and/or charges thereon shall become immediately due and payable, and shall bear interest thereafter at the rate of ten percent (10%) per annum.

This Note is issued pursuant to a Loan Agreement, dated _____, 2025, by and between Maker and the City, to which reference hereby is made for a statement of the right of the holder hereof to declare this Note due prior to its stated maturity and the right and obligation of Borrower to repay this Note. In the event Maker should be in default, as defined in said Loan Agreement, this Note shall thereafter bear interest at the rate of ten percent (10%) per annum.

The Undersigned expressly and unconditionally waives presentment and demand of payment, notice of dishonor, protest and other notices of any kind.

Principal and interest hereon shall be payable in lawful money of the United States of America as such place as the holder shall designate in writing to Borrower. This Note shall be governed by Ohio law.

The Undersigned hereby authorize any attorney-at-law to appear in any court of record in the State of Ohio or any other State or Territory of the United States after the indebtedness guaranteed hereunder becomes due by acceleration or otherwise, and waive the issuing and service of process and confess judgment against the Undersigned in favor of Lender or other holder of the Note for the amount then appearing due and the cost of suit, and thereupon to release all errors and waive all rights of appeal and stay of execution.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the day and year first above written.

Signed in the presence of:

3 D MOORE ENTERPRISES LLC

By: _____

Darryl Moore, Owner

EXHIBIT C

MORTGAGE

This Mortgage is made and entered into this _____ day of _____, 2025, by and between the CITY OF CLEVELAND HEIGHTS, 40 Severance Circle, Cleveland Heights, Ohio 44118 (hereinafter referred to as "Mortgagee") and 3 D MOORE ENTERPRISES LLC, whose tax mailing address is 33800 Harrow Court, Solon, Ohio 44139 (hereinafter referred to as "Mortgagor").

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, and convey unto the Mortgagee, its successors and assigns, all of the following described property situated and being in the City of Cleveland Heights, County of Cuyahoga, State of Ohio and described as follows:

(LEGAL DESCRIPTION TO BE INSERTED)

Permanent Parcel No. 683-07-006 (3948 Mayfield Road, Cleveland Heights, Ohio 44122).

Together with and including, without limitation, all buildings, fixtures, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus and elevators (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as a part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default), to have and to hold the same unto the Mortgagee, and its successors in interest and assigns, forever in fee simple or such other estate, if any is stated herein.

The Mortgagor covenants that they are lawfully seized and possessed of and have the rights to sell and convey said property, subject to any easements of record, and in addition thereto such easements as are necessary for public utilities, subject to applicable zoning laws, that the same is free from all encumbrances except for taxes and assessments not yet due and payable, and that they hereby bind themselves and their heirs and assigns to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever. Mortgagor covenants that

they will comply with all federal, state and local laws regarding the use of the property, and not commit waste or otherwise limit or detract from the usability or marketability of the property.

This instrument is given to secure the payment of a certain Cognovit Note, dated _____, 2025, in the principal sum of **NINETY-THREE THOUSAND NINE HUNDRED THIRTY-TWO AND 25/100 Dollars (\$93,932.25)** (the "Note") signed by 3 D MOORE ENTERPRISES LLC.

Default in any of the covenants or conditions of this instrument, the Note, or a certain Loan Agreement dated _____, 2025, between 3 D MOORE ENTERPRISES LLC. and Mortgagee, City of Cleveland Heights, ("Loan Agreement") secured hereby shall terminate the Mortgagor's right to possession, use, and enjoyment of the property, at the option of the Mortgagee or its assigns (it being agreed that the Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all the rents and profits accruing thereafter as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

In the event that the Mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by the Note, and subject to the same terms and conditions therein. If the Mortgagor shall pay such principal sums evidenced by the Note and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Mortgage, then this Mortgage shall be canceled and surrendered.

The covenants contained herein shall bind and the benefits and advantages shall incur to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, if appropriate, and the use of any gender shall include all genders.

No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or Loan Agreement secured hereby.

A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provision or portions of this instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed and the Mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Mortgagor

3 D MOORE ENTERPRISES

By: _____
Darryl Moore, Owner

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Darryl Moore who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Cleveland Heights, Ohio, this _____ day of _____, 2025.

Notary Public

Prepared by:
William Hanna
Cleveland Heights Law Department
40 Severance Circle
Cleveland Heights, OH 44118

EXHIBIT D

**CERTIFICATION OF NO EVENT OF DEFAULT
AND REPRESENTATIONS AND WARRANTIES**

The undersigned, pursuant to a certain Loan Agreement, dated _____, 2025, (the “Loan Agreement”), by and between 3 D MOORE ENTERPRISES LLC., operator (the ‘Borrower’) and the CITY OF CLEVELAND HEIGHTS (“City”), hereby certifies that:

1. At the date hereof, no event or condition that constitutes an event of Default (as defined in the Loan Agreement) or which, after notice or lapse of time or both, would constitute an event of Default, exists or will result from Borrower’s acceptance of the Loan pursuant to the Loan Agreement;
2. At the date hereof, the representations and warranties contained in Article III of the Loan Agreement are true and correct, and the conditions of the Loan have been duly satisfied as of the Closing Date.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

3 D MOORE ENTERPRISES LLC

By: _____

Darryl Moore, Owner



Date: 04/04/2025

To: City Council

From: Tony Cuda, Council President
Addie Balester, Clerk of Council

Subject: Amending Section 121.01 "Powers and Duties," of Chapter 121 *Mayor* of the Codified Ordinances of the City of Cleveland Heights, Ohio.

Purpose Statement: To amend the deadline for the Mayor to submit to Council the estimate of expenditures and revenues of the City departments for the ensuing year from November 15 to November 1 of each year.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

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

If yes, why?

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

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

Proposed: 04/07/2025

ORDINANCE NO. 054-2025(COTW), *Second Reading*

By President Cuda

An Ordinance amending Section 121.01, "Powers and Duties," of Chapter 121, *Mayor*, of the Codified Ordinances of the City of Cleveland Heights, Ohio.

WHEREAS, City Council ("Council") is the budget authority for the City as described in Article IX, Sections 1 and 2 of the City's Charter; and

WHEREAS, the budget process requires that City Council have sufficient time to review, ask questions and possibly offer modifications to the Mayor's proposed budget, such that the receipt of timely information from the administration is of paramount importance; and

WHEREAS, Article IX, Section 1 of the Charter requires that, no later than November 15th each year, the Mayor is to submit an estimate of revenues and expenditures for the ensuing fiscal year to the Council; and

WHEREAS, Section 5705.38 of the Ohio Revised Code provides that on or about the first day of each fiscal year, Council is to pass an annual appropriation measure using the Mayor's estimate as a basis pursuant to Art. IX, Section 2 of the Charter, which appropriations shall not exceed the estimated revenues of the municipality; and

WHEREAS, the above-referenced deadlines for submission of the estimated revenues and expenditures and the annual appropriations measure result in an insufficient amount of time for City Council to properly discharge its budget-related responsibilities; and

WHEREAS, consistent with Article II and Article IX, Section 1 of the Charter, Council may require submission of the Mayor's estimate of revenues and expenditures to the Council by a date that is earlier than November 15; and

WHEREAS, an earlier deadline will better enable the Council to perform its responsibilities and properly attend to the complexities of the budget process.

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

SECTION 1. Section 121.01, "Powers and Duties," of Chapter 121, *Mayor*, of the Codified Ordinances of the City of Cleveland Heights, Ohio is hereby amended to read as follows:

121.01 POWERS AND DUTIES.

- (a) Except as specifically provided by the Charter or by legislative act of Council, the duties and functions of departments, divisions or individual employees shall be as prescribed by the Mayor.
- (b) The Mayor shall serve as both the chief administrative and chief executive officer of the City. The Mayor shall be the appointing authority for the City, as well as the Director of Public Safety. He shall perform such duties as are required by the Charter or by legislation enacted by Council.
- (c) On or before November 1 of each year, the Mayor shall submit to the Council the estimate of the expenditures and revenues of the City departments for the ensuing year in accordance with Article IX, Section 1 of the City's Charter.

SECTION 2. The prior version of C.O. § 121.01 is hereby repealed in its entirety.

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

ORDINANCE NO. 054-2025(COTW)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 4.16.25

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Legislation related to the sale of two City-owned properties on Cedar Road for development

Purpose Statement: To authorize the Mayor to enter into a Purchase Agreement with Cedar Hill Development, LLC for residential development.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? Passing as an emergency allows the developer pursue necessary approvals and begin the project sooner.

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?

N/A

Proposed: 04/21/2025

ORDINANCE NO. 063-2025(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of certain vacant real property located on South Overlook Road and Cedar Road, consisting of approximately 0.54 acres and identified as permanent parcel numbers 685-24-001 and 685-24-033 in the Cuyahoga County records; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns certain real property identified as Permanent Parcel Numbers 685-24-001 and 685-24-033 in the Cuyahoga County Records, and consisting of approximately 0.54 acres of vacant land located on South Overlook Road and Cedar Road (collectively, the "Property"); and

WHEREAS, the City desires to sell the Property to Cedar Hill Development, LLC ("Purchaser") for redevelopment; and

WHEREAS, the City intends to sell the Property for a purchase price of Forty Thousand Dollars (\$40,000.00) (the "Purchase Price"), pursuant to the terms and conditions set forth in the proposed real estate purchase agreement between the City and the Purchaser, a draft of which is attached hereto as Exhibit A, and incorporated herein by reference (the "Purchase Agreement"); 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. The Purchase Price for the Property shall be the sum of Forty Thousand Dollars (\$40,000.00) 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 no longer needed for municipal purposes.

ORDINANCE NO. 063-2025(PD)

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance 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 4. 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 5. 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 for the timely redevelopment of the Property. 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 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

Exhibit A

See attached.

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 **CEDAR HILL DEVELOPMENT, LLC**, an Ohio limited liability company with its principal place of business located at 2593 Fairmount Boulevard., Cleveland Heights, Ohio 44106 ("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 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 685-24-001 in the Cuyahoga County Records, consisting of 0.29 acres of vacant land, located on South Overlook Road, Cleveland Heights, Ohio 44106, and Permanent Parcel Number 685-24-033 in the Cuyahoga County Records, consisting of 0.25 acres of vacant land, which is located along Cedar Road in Cleveland Heights, Ohio, 44106 along with any improvements 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, (collectively the "Property").

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 Forty Thousand Dollars (\$40,000.00) ("Purchase Price"). The Purchase Price shall be due and payable from Purchaser as follows:

(a) Five Thousand Dollars (\$5,000.00) 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) Fifteen Thousand Dollars (\$15,000.00) 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) Twenty Thousand Dollars (\$20,000.00) on the Closing Date in the form of a promissory note in favor of the Seller (the “Note”), which shall be secured by a mortgage upon the Property (the “Mortgage”). Both the Note and Mortgage shall be in forms agreed upon by the parties. The Mortgage shall provide for partial release of the Mortgage upon any subsequent sale of a portion of the Property and payment by Purchaser of a proportionate share of the principal balance of the Note. The Note shall bear interest at the rate of 0% per annum and shall mature on the 2-year anniversary of the Closing Date, and all outstanding principal shall be due on the maturity date if not previously paid.

(d) If the site remains undeveloped, meaning that no construction of any home on the site has started as of the 2-year anniversary of the Closing Date, then the City shall have the right to pay to Buyer all portions of the Purchase Price that have been paid by that date and thereafter reenter and take possession of the Property and terminate and revest in City the estate conveyed by the Deed to Purchaser.

To secure Purchaser’s obligation in the prior paragraph, the Deed shall contain a condition subsequent to the effect that in the event Purchaser fails to commence construction of any home on the site by the 2-year anniversary of the Closing Date, the City may, at its option, declare the Purchaser to be in default of its obligation, and all of the rights and interests in the Property conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in the Property, shall revert to the City, provided, that the City repays all portions of the Purchase Price paid by that date.

TITLE AND SURVEY; INSPECTION

3.1 Title. Seller shall, at Closing, convey to Purchaser title to the Property by limited warranty deed (the “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 Surety Title Agency, Inc., 1120 Chester Avenue, #400, Cleveland, OH 44115 ("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) Purchaser shall have accepted a deposit in the amount of \$5,000 from a home buyer and executed a sale for at least one single family house.

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

4.2 Additional Conditions. Additionally, because Purchase intends to develop the Property following Closing, Purchaser shall provide to Seller evidence, in form reasonably satisfactory to Seller, that the following conditions have been satisfied:

(a) 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.

(b) Purchaser has obtained the appropriate zoning certificate and all other necessary zoning approvals from the City of Cleveland Heights, Ohio for Purchaser's use of the Property following Closing.

(c) Purchaser has obtained the appropriate approvals from the Planning Commission of the City of Cleveland Heights, Ohio necessary to permit the Purchaser's development of the Property following Closing.

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 an Ohio limited liability company 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.

5.4 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 until the five (5) year anniversary of 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, 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) The Deed to the Property;

(b) 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;
- (b) The Note;
- (c) The Mortgage;
- (d) 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:	Cedar Hill Development, LLC 2593 Fairmount Blvd. Cleveland Heights, OH 44106 Attn: Paul Volpe, Member
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., Cleveland Heights, 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:

CEDAR HILL DEVELOPMENT, LLC

By: _____
Paul Volpe, Member

Date: _____

Approved as to form and correctness:

William R. Hanna, Law Director

EXHIBIT A

Legal Description for Property

Permanent Parcel Number: 68524001

Address: Vacant lot located on South Overlook Road, Cleveland Heights, Ohio 44106

Prior Instrument Number: _____

Legal Description:

To be supplemented to this Agreement upon the Title Company providing the same to the Parties.

Permanent Parcel Number: 68524033

Address: Vacant lot located on Cedar Road, Cleveland Heights, Ohio 44106

Prior Instrument Number: Vol. 6647, Page 583

Legal Description:

Being a parcel of land situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio and known as being a part of Original 100 Acre Lot No. 413, Township 7N, Range 12W and a part of Sublot No. 78 of the Cedar Hill Allotment, as recorded in Plat Book Volume 55, Page 24 in the office of the Cuyahoga County Recorder, and being located within the following described points in the boundary thereof;

Beginning in the southerly right-of-way line of Cedar Road at a point located 40.00 feet right of Station 13+68.00 of the centerline survey of said road as recorded in Volume _____ of Plats, Page _____ in the office of the Cuyahoga County Recorder;

Thence along said right-of-way line on the arc of a curve deflecting to the left (the radius of which is 452.37 feet and the chord of which bears North 86°51'29" East and is 10.97 feet in length), a distance of 10.97 feet to a point;

Thence South 3°50'12" East, 7.00 feet to a point;

Thence South 86°51'29" West, 11.14 feet to a point;

Thence North 2°26'50" West, 7.00 feet to the point of beginning and containing 77 square feet of land, more or less, as calculated and described in April, 1994 by Richard J. Bilski, Ohio Registered Surveyor No. 5244 of CT Consultants, Inc., Registered Engineers and Surveyors.

Proposed: 02/18/2025

ORDINANCE NO. 023-2025(AS), *Third Reading (Amended 04.21.2025)*

By Mayor Seren

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.

WHEREAS, Article 5, Section 4 of the Cleveland Heights Charter requires this Council to “fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City;” and

WHEREAS, Cleveland Heights Codified Ordinance Section 139.21 generally requires this Council to “establish employees’ wages, hours of work, sick leave benefits, paid hospitalization benefits, vacations, legal holidays, and all other forms of fringe benefits and other conditions of employment by ordinance;” and

WHEREAS, the City of Cleveland Heights is addressing issues related to pay equity, pay compression, and compensation levels relative to cost-of-living inflation for employees not covered under collective bargaining agreements; and

WHEREAS, the City of Cleveland Heights seeks to maintain a competitive compensation structure to ensure that the Administration can attract and retain highly talented, skilled, and experienced public employees; and

WHEREAS, the City Administration entered into a professional services agreement with The Archer Company LLC, to perform a classification and compensation study to update the compensation structure for permanent full- and part- time positions to ensure that it is fair, balanced, and equitable, and recognizes current and future employees and attracts highly qualified candidates; and

WHEREAS, the City Administration, having received the recommendations of the classification and compensation study from The Archer Company LLC, is requesting approval of the updated classification and compensation structure based on the results of the study.

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

SECTION 1. The proposed updated wage and salary schedule for permanent full- and part-time employees not covered by a collective bargaining agreement, a copy of which wage and salary schedule is attached hereto as **Exhibit 1** and incorporated herein fully by reference, is hereby approved.

SECTION 2. The amended job classification schedule for permanent full- and part-

time employees not covered by a collective bargaining agreement, a copy of which amended job classification schedule is attached hereto as **Exhibit 2** and incorporated herein by reference, is hereby approved.

SECTION 3. The wage and job classification schedule for seasonal employees a copy of which wage and job classification schedule is attached hereto as **Exhibit 3** and incorporated herein fully by reference, is hereby approved.

SECTION 4. Elected Officials

- (a) The following municipal elected officials will receive salaries according to the following schedule:

Position	Classification	Bi-Weekly	Annual Salary
Mayor	Elected Official	\$4,423.08	\$115,000.00
Council Member	Elected Official	\$356.54	\$9,270.00
Council President	Elected Official	\$455.39	\$11,840.00

- (b) The Municipal Court Judge will receive compensation in accordance with Ohio Revised Code Section 1901.11.

SECTION 5. Members of the following Boards and Commissions will receive compensation as outlined in this Section.

- (a) Architectural Board of Review
1. \$115.00 per meeting attended (Three members, each)
 2. \$115.00 per meeting attended (Two alternate members, each – at request of ABR Secretary)
- (b) Board of Zoning Appeals
1. \$115.00 per meeting attended (Five members, each)
 2. \$115.00 per meeting attended (One alternate member, at request of Planning and Development Director)
- (c) Civil Service Commission
1. \$115.00 per meeting attended (Three members, each)
- (d) Planning Commission
1. \$115.00 per month (Seven members, each – provided the member attends at least one meeting, either regular or special, during the month)
- (e) Landmark Commission
1. \$115.00 per meeting attended (Seven members, each)

SECTION 6. Police

Sworn members of the Police Division of the Department of Public Safety who are members of the police bargaining units shall have the terms, conditions, and benefits of employment as described in the current labor

agreements and other related documents between the City of Cleveland Heights and the Northern Ohio Patrolmen's Benevolent Association. A copy of the labor agreement and related documents is on file in the Office of the Mayor.

SECTION 7. Fire

Sworn members of the Fire Division of the Department of Public Safety who are represented by the International Association of Fire Fighters shall have the terms, conditions, and benefits of employment as described in the current labor agreement and other related documents between the City of Cleveland Heights and the International Association of Fire Fighters. The paramedic compensation, academic achievement bonus, and the clothing maintenance allowance shall apply to all sworn members of the Division. A copy of the labor agreement and other related documents are on file in the Office of the Mayor.

SECTION 8. Public Works and Parks & Recreation

Employees in the bargaining unit as described in the current labor agreement and other related documents between the City of Cleveland Heights and Laborer's International Union of North America, Laborer's Local 860 of Cleveland representing Service Employees, shall have the terms, conditions, and benefits of employment as described in said labor agreement and other related documents. A copy of the labor agreement and other related documents are on file in the Office of the Mayor. Employees may be eligible for supervisor premium pay when such duties are assumed due to absence.

SECTION 9. Vacation

(a) All full-time permanent city employees shall accrue vacation leave according to the following schedule:

ALL FULL-TIME PERMANENT CITY EMPLOYEES:

Length of Service	Accrual Per Pay Period
Up to and including the sixth year	3.08 hours
7 up to and including 12 years	4.60 hours
13 up to and including 18 years	6.20 hours
19 years or more	7.70 hours

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the department heads in line with the needs of the department. To accommodate scheduling needs, vacation leave may be taken before actually accrued upon approval of the Mayor. When an employee terminates employment with the city, the Mayor shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued

in the previous twelve-month period may be carried forward into the next calendar year. Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee's eligible annual accrual and further provided that such employee has worked six (6) months or more.

(b) Permanent part-time employees with a base schedule of 20 or more hours per week will accrue vacation. Permanent part-time employees shall accrue hours based on the actual hours worked in the preceding pay period divided by 80 hours multiplied by the accrual per pay period.

Period Length of Service	Accrual Per Pay
Up to and including the fourth year	1.54 hours
5 up to and including 6 years	3.08 hours
7 up to and including 11 years	4.6 hours
12 up to and including 17 years	6.2 hours
18 years or more	7.7 hours

No more than the amount of vacation accrued in the previous twelve-month period may be carried forward into the next calendar year. Exceptions to the maximum carryover amount, vacation hours payouts, and vacation hours conversion to compensatory time may be granted at the discretion of the Mayor. Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee's eligible annual accrual and further provided that such employee has worked six (6) months or more. All other full-time employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for the length of their consecutive service in the former public agency, in accordance with the provisions of the Administrative Code, for purposes of determining accrual of vacation leave during their employment with the City of Cleveland Heights. Accrual of vacation for transfer employees shall be determined according to the schedule set out in subsection (a). Employees who wish to receive credit for their prior public service shall obtain a certified copy of their employment record from their prior employer. Vacation leave granted under this Section shall be administered pursuant to rules adopted by the Mayor.

(c) For purposes of this Section, the hourly rate of payment for accrued vacation leave shall be determined by the following formula: annual base pay at the time of employee separation divided by 2,080 hours.

SECTION 10. Sick Leave

Full-time permanent employees may be eligible for paid sick leave. Sick leave will be accrued at the rate of 4.6 hours per pay period. Approved sick leave taken shall be charged against the employee's accumulated sick leave. The amount of unused sick leave accumulated as of December 17, 1976 by permanent full-time employees shall be determined under the applicable terms of the Ordinances of the City of

Cleveland Heights.

Employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for unused sick leave accrued during such prior public employment, in accordance with the provisions of the Administrative Code. Credit for accrued sick leave shall not exceed the limits specified for all other employees in subsection (a). Employees who wish to receive credit for accrued sick leave under this subsection shall obtain a certified copy of their sick leave record from their former employer within thirty (30) days of hire. Documentation received after thirty (30) days will be accepted; however, any service accrual granted will start from the beginning of the pay period in which the documentation is received.

All full-time, permanent employees who are in the employ of the City and who have been in the employ of the City for over ten (10) consecutive years may be eligible for payment for accrued unused sick leave earned at the City of Cleveland Heights, accumulated from January 1, 1969 upon termination of their employment for other than disciplinary reasons. The aforesaid requirement that the sick leave be earned at the City of Cleveland Heights shall apply only to employees hired after April 1, 1990. An employee shall be paid out one-quarter (.25) or 25% of sick time accumulated with a maximum of 960 hours for payout purposes. Therefore, the maximum payout that could be achieved is 240 hours.

Accrued Sick Leave	Conversion Ratio
0 - 960 Hours	1/4
961+ Hours	Not Eligible

For purposes of this Section, the hourly rate of payment for accrued sick leave shall be determined by the following formula: annual base pay at the time of termination of employment divided by 2,080 hours.

No employee shall be entitled to sick leave compensation in the event of injury, occupational disease, or sickness resulting directly and proximately from the performance of any gainful employment or self-employment other than with the City of Cleveland Heights. A determination not to provide sick leave compensation under this Section shall be made by the Mayor, who shall adopt rules relating to the making of such determination.

Sick leave granted under this Section shall be administered pursuant to rules adopted by the Mayor.

SECTION 11. Legal Holidays

(a) The following-named days shall be deemed paid holidays for all employees. No employee shall be required to work on such holidays unless it is determined by the Mayor that public necessity requires his or her services.

1. The first day of January;
2. The third Monday in January;
3. The third Monday in February;
4. The last Monday in May;
5. The nineteenth day in June;
6. The fourth day of July;
7. The first Monday in September;
8. The eleventh day of November;
9. The fourth Thursday in November;
10. The fourth Friday in November;
11. The twenty-fifth day of December;
12. Personal Day;
13. Personal Day

(b) If any such day falls upon a Sunday, the Monday following shall be deemed to be the holiday. If any such day falls upon a Saturday, the Friday immediately preceding shall be deemed to be the holiday.

(c) Employees paid by the day or hour may be granted leaves of absence with full pay on any holiday named herein when, in the judgment of the Mayor, the public service will not be impaired by their absence.

(d) The foregoing notwithstanding, officers and employees who are exempt employees under the Fair Labor Standards Act shall receive no extra compensation if required to work on any holiday named herein.

SECTION 12. Deferred Compensation Plans

(a) The City shall sponsor a 457(b) Plan through payroll deductions, through one or more vendors subject to Council approval.

(b) The administration of the Deferred Compensation Plans shall be under the direction of a committee of three (3) members which shall include the Director of Finance, the Mayor or his or her designee, and one other employee who shall be appointed by the Mayor and shall be a participating member of the Plan. Payroll deductions shall be made in each instance by the Director of Finance.

(c) The Deferred Compensation Plans hereby authorized shall exist and serve in addition to retirement, pension or benefit systems established for the benefit of employees of the City and no deferral of income under the Deferred Compensation Plans shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under a Deferred Compensation Plan shall not be

included for the purposes of any taxes withheld on behalf of any such employee, except municipal income tax.

(d) In order to encourage and reward extraordinary employee dedication and performance, the Mayor, subject to Council approval, may award a particular employee additional non-salary compensation through contributions to an employee's deferred compensation account.

SECTION 13. Work Days and Work Hours

(a) City Hall shall be open from 8:30 a.m. to 5:00 p.m., Monday through Friday. Scheduling of employees to meet the needs of such hours of business shall be conducted through the Mayor.

(b) The normal work hours for employees of the following designated classifications shall be as follows:

1. Employees working in job classifications defined as exempt by the Fair Labor Standards Act, as determined by the Mayor after consultation with the Director of Law, shall work such hours as determined by the Mayor.
2. Employees working in jobs defined as non-exempt by the Fair Labor Standards Act, as determined by the Mayor after consultation with the Director of Law, shall work thirty-eight (38) hours to forty (40) hours per week as determined by the Mayor. Days of the week and work hours shall be in accordance with the needs of the city, which shall be determined by the Mayor.
3. The Clerk of Courts office shall be open from 8:30 a.m. through 5:00 p.m. or as otherwise determined by the Municipal Court Judge. Employees shall work such hours as established by the Municipal Court Judge.

SECTION 14. Health Care Insurance and Ancillary Benefits

(a) The City shall purchase or subscribe to and maintain in full force and effect for each full-time employee of the City a health care insurance plan, including medical- surgical protection, covering hospital and surgical benefits and related coverage, through one or more vendors subject to Council approval. Such health care insurance plan shall be maintained so long as such employee remains in the employ of the City. The City shall contribute eighty-eight percent (88%) of the cost of Base Plan B, and the employee shall be responsible for any costs above the amount of established employer contribution, i.e., twelve percent (12%) of the cost for coverage.

(b) All full-time employees shall be offered participation in a prescription plan through one or more vendors subject to Council approval.

(c) The City shall offer dental coverage for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum benefit of \$1,500 per person. Coverage shall include two (2) yearly cleanings and check-up exams and coverage of eighty percent (80%) of basic and major services, less deductibles. Orthodontia benefits for dependents age 19 or younger also shall be offered with a \$1,000 maximum benefit per dependent.

(d) The City shall offer a vision plan for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum reimbursement of \$150 per person.

(e) The City shall offer a Flexible Spending Account for qualified medical or dependent care expenses to be funded with employee gross earnings through one or more vendors subject to Council approval.

(f) The City shall offer all employees access to an Employee Assistance Program. The Employee Assistance Program (EAP) provided by the City offers a range of services, including:

- Short-term counseling
- Assistance with locating reliable childcare
- Assistance with general and special educational needs
- Resources for the elderly
- No-cost attorney consultations with a discount if retained
- No-cost financial consultations
- Nutritional coaching
- Fitness coaching

Regarding health care insurance and ancillary benefits for individual, part-time employees, their availability may be determined by the Mayor pursuant to Codified Ordinance Section 139.20.

SECTION 15. Life Insurance

(a) The City provides life insurance of \$10,000 for each full-time employee until they reach age 70.

(b) At age 70, benefits are reduced by 35%.

(c) At age 75, benefits are reduced an additional 20%.

(d) Accidental death and dismemberment insurance are provided at no cost to full-time employees.

- (e) Employees have the option to buy additional term insurance through payroll deductions subject to City Council approval.

SECTION 16. Longevity Compensation

- (a) Permanent employees covered by the ordinance receive additional compensation for length of service during each biweekly pay period.
- (b) The amount varies based on years of service for both full-time and part-time employees.
- (c) Longevity compensation takes effect for the entire pay period following the employee's anniversary.
- (d) All service on a full-time basis with the City is considered, and only full months of service are considered for credit for prior periods of employment.

SECTION 17. Overtime

- (a) Non-exempt employees are compensated for overtime at a rate of 1.5 times their regular hourly rate of pay for hours worked over 40 per week.
- (b) Exempt employees may be paid overtime at a rate not exceeding 1.5 times their regular rate of pay if deemed in the best interests of the City.
- (c) Notwithstanding the above, in addition to the salary provided herein, the Director of Law and the Assistant Law Directors may be compensated at an overtime rate not to exceed \$250.00 per hour for time spent representing the City in court appearances and special projects over and above normal work hours as approved by the Mayor.

SECTION 18. Employee Indemnification: The City complies with Chapter 2744 of the Ohio Revised Code relating to employee indemnification.

SECTION 19. Pension

- (a) All employees are covered under the Public Employees Retirement System of Ohio, unless covered by the Ohio Police & Fire Pension Fund.
- (b) The City makes all required contributions to the pension system as mandated by law.

SECTION 20. Superseding Provisions: If a provision in this ordinance is covered by a separate labor agreement as described herein, the labor agreement supersedes the provision of this ordinance as it relates to employees covered by such labor agreement.

SECTION 21. Effective Date, Severability, and Repeal

- (a) The ordinance is effective at the earliest time allowed by the City Charter, Cleveland Heights Codified Ordinances, and General Law

- (b) The effective date of each provision may be separately determined in accordance with the above.
- (c) This ordinance repeals Ordinance No. 127-2024 and all related ordinances and resolutions inconsistent with this ordinance.

SECTION 22. Miscellaneous Provisions

- (a) If revenues received by the City are not sufficient to meet the foregoing salaries, all salaries may be reduced by the Mayor to a point which will not exceed the appropriated revenues of the City.
- (b) The salary of any officer or employee may, from time to time, be reduced or increased by the Mayor or their designee, but not below or above the amounts specifically fixed herein for such classifications.
- (c) Additional temporary classifications may be established by the Mayor when, in the judgement of the Mayor, job specifications and duties differ significantly from existing classifications as herein provided when a new temporary classification is warranted. The Mayor shall advise Council when such new classification is warranted with the salary being determined by using the hourly rate for the full- time position as the maximum rate.
- (d) "Maximum" and "minimum" as used in the wage and salary schedules herein are exclusive of provisions for longevity, sick leave and vacation conversion, health care, deferred compensation, and other forms of non-salary compensation for which express authority is provided by ordinance.
- (e) To reduce criminal activity and promote safe neighborhoods, the Mayor may lease or transfer City-owned property to Basic Patrol Officers and/or members of the Classified Service of the Division of Police at fair market value.
- (f) The Mayor shall have the authority, when deemed in the best interests of the City, to issue a monetary car allowance in lieu of issuing a City-owned vehicle to an employee.
- (g) The Mayor, subject to Council approval, shall have the authority, when deemed in the best interests of the City, to issue a cost of living adjustment in the form of a one-time lump sum payment to an employee.

SECTION 23. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance 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 24. Notice of the passage of this ordinance will be given by publishing the title and abstract of contents in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 25. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of public peace, health, and welfare in the City of Cleveland Heights. This emergency measure is necessary to

provide adequate compensation for various officers and employees of the City to retain satisfactory personnel. If the ordinance receives an affirmative vote from five or more members elected or appointed to the Council, it will take effect immediately upon passage. Otherwise, it will take effect from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 02/18/2025

ORDINANCE NO. 023-2025(AS), ~~Third First~~
~~Reading~~ (Amended 04.21.2025)

By Mayor Seren

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.

WHEREAS, Article 5, Section 4 of the Cleveland Heights Charter requires this Council to “fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City;” and

WHEREAS, Cleveland Heights Codified Ordinance Section 139.21 generally requires this Council to “establish employees’ wages, hours of work, sick leave benefits, paid hospitalization benefits, vacations, legal holidays, and all other forms of fringe benefits and other conditions of employment by ordinance;” and

WHEREAS, the City of Cleveland Heights is addressing issues related to pay equity, pay compression, and compensation levels relative to ~~cost-of-living~~cost-of-living inflation for employees not covered under collective bargaining agreements; and

WHEREAS, the City of Cleveland Heights seeks to maintain a competitive compensation structure to ensure that the Administration can attract and retain highly talented, skilled, and experienced public employees; and

WHEREAS, the City Administration entered into a professional services agreement with The Archer Company LLC, to perform a classification and compensation study to update the compensation structure for permanent full- and part- time positions to ensure that it is fair, balanced, and equitable, and recognizes current and future employees and attracts highly qualified candidates; and

WHEREAS, the City Administration, having received the recommendations of the classification and compensation study from The Archer Company LLC, is requesting approval of the updated classification and compensation structure based on the results of the study.

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

SECTION 1. The proposed updated wage and salary schedule for permanent full- and part-time employees not covered by a collective bargaining agreement, a copy of which wage and salary schedule is attached hereto as **Exhibit 1** and incorporated herein fully by reference, is hereby approved.

SECTION 2. The amended job classification schedule for permanent full- and part-

time employees not covered by a collective bargaining agreement, a copy of which amended job classification schedule is attached hereto as **Exhibit 2** and incorporated herein by reference, is hereby approved.

SECTION 3. The wage and job classification schedule for seasonal employees a copy of which wage and job classification schedule is attached hereto as **Exhibit 3** and incorporated herein fully by reference, is hereby approved.

SECTION 4. Elected Officials

(a) The following municipal elected officials will receive salaries according to the following schedule:

Position	Classification	Bi-Weekly	Annual Salary
Mayor	Elected Official	\$4,423.08 5,769.24	\$115,000.00 150,000.00
Council Member	Elected Official	\$356.54 480.77	\$9,270.00 12,500.00
Council President	Elected Official	\$455.39 615.39	\$11,840.00 16,000.00

~~(b) The salaries listed in Section 4(a) above will commence upon the beginning of the subsequent term of office for each individual elected position following the effective date of this section.~~

~~(c)~~(b) The Municipal Court Judge will receive compensation in accordance with Ohio Revised Code Section 1901.11.

SECTION 5. Members of the following Boards and Commissions will receive compensation as outlined in this Section.

(a) Architectural Board of Review

1. ~~\$115.00~~90.00 per meeting attended (Three members, each)
2. ~~\$115.00~~90.00 per meeting attended (Two alternate members, each – at request of ABR Secretary)

(b) Board of Zoning Appeals

1. ~~\$115.00~~90.00 per meeting attended (Five members, each)
2. ~~\$115.00~~90.00 per meeting attended (One alternate member, at request of Planning and Development Director)

(c) Civil Service Commission

1. ~~\$115.00~~90.00 per meeting attended (Three members, each)

(d) Planning Commission

1. ~~\$115.00~~90.00 per month (Seven members, each – provided the member attends at least one meeting, either regular or special, during the month)

(e) Landmark Commission

1. \$115.00 per meeting attended (Seven members, each)

SECTION 6. Police

_____ Sworn members of the Police Division of the Department of Public Safety who are members of the police bargaining units shall have the terms, conditions, and benefits of employment as described in the current labor agreements and other related documents between the City of Cleveland Heights and the Northern Ohio Patrolmen's Benevolent Association. A copy of the labor agreement and related documents is on file in the Office of the Mayor.

SECTION 7. Fire

_____ Sworn members of the Fire Division of the Department of Public Safety who are represented by the International Association of Fire Fighters shall have the terms, conditions, and benefits of employment as described in the current labor agreement and other related documents between the City of Cleveland Heights and the International Association of Fire Fighters. The paramedic compensation, academic achievement bonus, and the clothing maintenance allowance shall apply to all sworn members of the Division. A copy of the labor agreement and other related documents are on file in the Office of the Mayor.

SECTION 8. Public Works and Parks & Recreation

_____ Employees in the bargaining unit as described in the current labor agreement and other related documents between the City of Cleveland Heights and Laborer's International Union of North America, Laborer's Local 860 of Cleveland representing Service Employees, shall have the terms, conditions, and benefits of employment as described in said labor agreement and other related documents. A copy of the labor agreement and other related documents are on file in the Office of the Mayor.
Employees may be eligible for supervisor premium pay when such duties are assumed due to absence.

SECTION 9. Vacation

(a) All full-time permanent city employees shall accrue vacation leave according to the following schedule:

ALL FULL-TIME PERMANENT CITY EMPLOYEES:

Length of Service	Accrual Per Pay Period
Up to and including the sixth year	3.08 hours
7 up to and including 12 years	4.60 hours
13 up to and including 18 years	6.20 hours
19 years or more	7.70 hours

Accrual of vacation days shall be by pay period and begin in the pay period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the department heads in line with the needs of the department. To accommodate scheduling needs, vacation leave may be taken before actually accrued upon approval of the Mayor. When an employee terminates employment with the city, the Mayor shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period may be carried forward into the next calendar year. Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee's eligible annual accrual and further provided that such employee has worked six (6) months or more.

(b) Permanent part-time employees with a base schedule of 20 or more hours per week will accrue vacation. Permanent part-time employees shall accrue hours based on the actual hours worked in the preceding pay period divided by 80 hours multiplied by the accrual per pay period.

Period Length of Service	Accrual Per Pay
Up to and including the fourth year	1.54 hours
5 up to and including 6 years	3.08 hours
7 up to and including 11 years	4.6 hours
12 up to and including 17 years	6.2 hours
18 years or more	7.7 hours

No more than the amount of vacation accrued in the previous twelve-month period may be carried forward into the next calendar year. Exceptions to the maximum carryover amount, vacation hours payouts, and vacation hours conversion to compensatory time may be granted at the discretion of the Mayor. Employees shall be paid for vacation leave accrued, but unused, at the time of separation provided the paid vacation does not exceed the employee's eligible annual accrual and further provided that such employee has worked six (6) months or more. All other full-time employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for the length of their consecutive service in the former public agency, in accordance with the provisions of the Administrative Code, for purposes of determining accrual of vacation leave during their employment with the City of Cleveland Heights. Accrual of vacation for transfer employees shall be determined according to the schedule set out in subsection (a). Employees who wish to receive credit for their prior public service shall obtain a certified copy of their employment record from their prior employer. Vacation leave granted under this Section shall be administered pursuant to rules adopted by the Mayor.

(c) For purposes of this Section, the hourly rate of payment for accrued vacation leave shall be determined by the following formula: annual base pay at the time of employee separation divided by 2,080 hours.

SECTION 10. Sick Leave

Full-time permanent employees may be eligible for paid sick leave. Sick leave will be accrued at the rate of 4.6 hours per pay period. Approved sick leave taken shall be charged against the employee's accumulated sick leave. The amount of unused sick leave accumulated as of December 17, 1976 by permanent full-time employees shall be determined under the applicable terms of the Ordinances of the City of Cleveland Heights.

Employees who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for unused sick leave accrued during such prior public employment, in accordance with the provisions of the Administrative Code. Credit for accrued sick leave shall not exceed the limits specified for all other employees in subsection (a). Employees who wish to receive credit for accrued sick leave under this subsection shall obtain a certified copy of their sick leave record from their former employer within thirty (30) days of hire. Documentation received after thirty (30) days will be accepted; however, any service accrual granted will start from the beginning of the pay period in which the documentation is received.

All full-time, permanent employees who are in the employ of the City and who have been in the employ of the City for over ten (10) consecutive years may be eligible for payment for accrued unused sick leave earned at the City of Cleveland Heights, accumulated from January 1, 1969 upon termination of their employment for other than disciplinary reasons. The aforesaid requirement that the sick leave be earned at the City of Cleveland Heights shall apply only to employees hired after April 1, 1990. An employee shall be paid out one-quarter (.25) or 25% of sick time accumulated with a maximum of 960 hours for payout purposes. Therefore, the maximum payout that could be achieved is 240 hours.

Accrued Sick Leave	Conversion Ratio
0 - 960 Hours	1/4
961+ Hours	Not Eligible

For purposes of this Section, the hourly rate of payment for accrued sick leave shall be determined by the following formula: annual base pay at the time of termination of employment divided by 2,080 hours.

No employee shall be entitled to sick leave compensation in the event of injury, occupational disease, or sickness resulting directly and proximately from the performance of any gainful employment or self-employment other than with the City of Cleveland Heights. A determination not to provide sick leave compensation under this Section shall be made by the Mayor, who shall adopt rules relating to the making of

such determination.

Sick leave granted under this Section shall be administered pursuant to rules adopted by the Mayor.

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(a) The following-named days shall be deemed paid holidays for all employees. No employee shall be required to work on such holidays unless it is determined by the Mayor that public necessity requires his or her services.

1. The first day of January;
2. The third Monday in January;
3. The third Monday in February;
4. The last Monday in May;
5. The nineteenth day in June;
6. The fourth day of July;
7. The first Monday in September;
8. The eleventh day of November;
9. The fourth Thursday in November;
10. The fourth Friday in November;
11. The twenty-fifth day of December;
12. Personal Day;
13. Personal Day

(b) If any such day falls upon a Sunday, the Monday following shall be deemed to be the holiday. If any such day falls upon a Saturday, the Friday immediately preceding shall be deemed to be the holiday.

(c) Employees paid by the day or hour may be granted leaves of absence with full pay on any holiday named herein when, in the judgment of the Mayor, the public service will not be impaired by their absence.

(d) The foregoing notwithstanding, officers and employees who are exempt employees under the Fair Labor Standards Act shall receive no extra compensation if required to work on any holiday named herein.

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(a) The City shall sponsor a 457(b) Plan through payroll deductions, through one or more vendors subject to Council approval.

(b) The administration of the Deferred Compensation Plans shall be under the direction of a committee of three (3) members which shall include the Director of Finance, the Mayor or his or her designee, and one other employee who shall be appointed by the Mayor and shall be a participating member of the Plan.

Payroll deductions shall be made in each instance by the Director of Finance.

(c) The Deferred Compensation Plans hereby authorized shall exist and serve in addition to retirement, pension or benefit systems established for the benefit of employees of the City and no deferral of income under the Deferred Compensation Plans shall effect a reduction of any retirement, pension or other benefit provided by law. However, any sum deferred under a Deferred Compensation Plan shall not be included for the purposes of any taxes withheld on behalf of any such employee, except municipal income tax.

(d) In order to encourage and reward extraordinary employee dedication and performance, the Mayor, subject to Council approval, may award a particular employee additional non-salary compensation through contributions to an employee's deferred compensation account.

SECTION 13. Work Days and Work Hours

(a) City Hall shall be open from 8:30 a.m. to 5:00 p.m., Monday through Friday. Scheduling of employees to meet the needs of such hours of business shall be conducted through the Mayor.

(b) The normal work hours for employees of the following designated classifications shall be as follows:

1. Employees working in job classifications defined as exempt by the Fair Labor Standards Act, as determined by the Mayor after consultation with the Director of Law, shall work such hours as determined by the Mayor.
2. Employees working in jobs defined as non-exempt by the Fair Labor Standards Act, as determined by the Mayor after consultation with the Director of Law, shall work thirty-eight (38) hours to forty (40) hours per week as determined by the Mayor. Days of the week and work hours shall be in accordance with the needs of the city, which shall be determined by the Mayor.
3. The Clerk of Courts office shall be open from 8:30 a.m. through 5:00 p.m. or as otherwise determined by the Municipal Court Judge. Employees shall work such hours as established by the Municipal Court Judge.

SECTION 14. Health Care Insurance and Ancillary Benefits

(a) The City shall purchase or subscribe to and maintain in full force and effect for each full-time employee of the City a health care insurance plan, including medical- surgical protection, covering hospital and surgical benefits and related coverage, through one or more vendors subject to Council approval. Such health care insurance plan shall be maintained so long as such employee remains in the employ of the City. The City shall contribute eighty-eight percent (88%) of the cost of

Base Plan B, and the employee shall be responsible for any costs above the amount of established employer contribution, i.e., twelve percent (12%) of the cost for coverage.

(b) All full-time employees shall be offered participation in a prescription plan through one or more vendors subject to Council approval.

(c) The City shall offer dental coverage for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum benefit of \$1,500 per person. Coverage shall include two (2) yearly cleanings and check-up exams and coverage of eighty percent (80%) of basic and major services, less deductibles. Orthodontia benefits for dependents age 19 or younger also shall be offered with a \$1,000 maximum benefit per dependent.

(d) The City shall offer a vision plan for each full-time employee from one or more vendors subject to Council approval. Such coverage shall have a maximum reimbursement of \$150 per person.

(e) The City shall offer a Flexible Spending Account for qualified medical or dependent care expenses to be funded with employee gross earnings through one or more vendors subject to Council approval.

(f) The City shall offer all employees access to an Employee Assistance Program. The Employee Assistance Program (EAP) provided by the City offers a range of services, including:

- Short-term counseling
- Assistance with locating reliable childcare
- Assistance with general and special educational needs
- Resources for the elderly
- No-cost attorney consultations with a discount if retained
- No-cost financial consultations
- Nutritional coaching
- Fitness coaching

Regarding health care insurance and ancillary benefits for individual, part-time employees, their availability may be determined by the Mayor pursuant to Codified Ordinance Section 139.20.

SECTION 15. Life Insurance

(a) The City provides life insurance of \$10,000 for each full-time employee until

they reach age 70.

- (b) At age 70, benefits are reduced by 35%.
- (c) At age 75, benefits are reduced an additional 20%.
- (d) Accidental death and dismemberment insurance are provided at no cost to full- time employees.
- (e) Employees have the option to buy additional term insurance through payroll deductions subject to City Council approval.

SECTION 16. Longevity Compensation

- (a) Permanent employees covered by the ordinance receive additional compensation for length of service during each biweekly pay period.
- (b) The amount varies based on years of service for both full-time and part-time employees.
- (c) Longevity compensation takes effect for the entire pay period following the employee's anniversary.
- ~~(d)~~ All service on a full-time basis with the City is considered, and only full months of service are considered for credit for prior periods of employment.

~~(e)~~(d)

SECTION 17. Overtime

- (a) Non-exempt employees are compensated for overtime at a rate of 1.5 times their regular hourly rate of pay for hours worked over 40 per week.
- (b) Exempt employees may be paid overtime at a rate not exceeding 1.5 times their regular rate of pay if deemed in the best interests of the City.
- (c) Notwithstanding the above, in addition to the salary provided herein, the Director of Law and the Assistant Law Directors may be compensated at an overtime rate not to exceed \$250.00 per hour for time spent representing the City in court appearances and special projects over and above normal work hours as approved by the Mayor.

SECTION 18. Employee Indemnification: The City complies with Chapter 2744 of the Ohio Revised Code relating to employee indemnification.

SECTION 19. Pension

- (a) All employees are covered under the Public Employees Retirement System of Ohio, unless covered by the Ohio Police & Fire Pension Fund.
- (b) The City makes all required contributions to the pension system as mandated by law.

SECTION 20. Superseding Provisions: If a provision in this ordinance is covered by a separate labor agreement as described herein, the labor agreement supersedes the provision of this ordinance as it relates to employees covered by such labor agreement.

SECTION 21. Effective Date, Severability, and Repeal

- (a) The ordinance is effective at the earliest time allowed by the City Charter, Cleveland Heights Codified Ordinances, and General Law
- (b) The effective date of each provision may be separately determined in accordance with the above.
- (c) This ordinance repeals Ordinance No. 127-2024 and all related ordinances and resolutions inconsistent with this ordinance.

SECTION 22. Miscellaneous Provisions

- (a) If revenues received by the City are not sufficient to meet the foregoing salaries, all salaries may be reduced by the Mayor to a point which will not exceed the appropriated revenues of the City.
- (b) The salary of any officer or employee may, from time to time, be reduced or increased by the Mayor or their designee, but not below or above the amounts specifically fixed herein for such classifications.
- (c) Additional temporary classifications may be established by the Mayor when, in the judgement of the Mayor, job specifications and duties differ significantly from existing classifications as herein provided when a new temporary classification is warranted. The Mayor shall advise Council when such new classification is warranted with the salary being determined by using the hourly rate for the full- time position as the maximum rate.
- (d) "Maximum" and "minimum" as used in the wage and salary schedules herein are exclusive of provisions for longevity, sick leave and vacation conversion, health care, deferred compensation, and other forms of non-salary compensation for which express authority is provided by ordinance.
- (e) To reduce criminal activity and promote safe neighborhoods, the Mayor may lease or transfer City-owned property to Basic Patrol Officers and/or members of the Classified Service of the Division of Police at fair market value.
- (f) The Mayor shall have the authority, when deemed in the best interests of the City, to issue a monetary car allowance in lieu of issuing a City-owned vehicle to an employee.
- (g) The Mayor, subject to Council approval, shall have the authority, when deemed in the best interests of the City, to issue a cost of living adjustment in the form of a one-time lump sum payment to an employee.

SECTION 23. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance 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 242. Notice of the passage of this ordinance will be given by publishing the title and abstract of contents in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 253. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of public peace, health, and welfare in the City of Cleveland Heights. This emergency measure is necessary to provide adequate compensation for various officers and employees of the City to retain satisfactory personnel. If the ordinance receives an affirmative vote from five or more members elected or appointed to the Council, it will take effect immediately upon passage. Otherwise, it will take effect 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

|

|

Ord. No. 23-2025

Exhibit 1 – Salary and Wage Schedule for permanent full- and part-time employees not covered by a collective bargaining agreement

Grade	Min Annual	Min Hourly	Mid Annual	Mid Hourly	Max Annual	Max Hourly
1	\$33,981.00	\$16.34	\$40,777.00	\$19.60	\$47,574.00	\$22.87
2	\$36,752.00	\$17.67	\$44,102.00	\$21.20	\$51,453.00	\$24.74
3	\$39,523.00	\$19.00	\$47,428.00	\$22.80	\$55,332.00	\$26.60
4	\$42,294.00	\$20.33	\$50,753.00	\$24.40	\$59,212.00	\$28.47
5	\$45,065.00	\$21.67	\$54,078.00	\$26.00	\$63,091.00	\$30.33
6	\$47,836.00	\$23.00	\$57,403.00	\$27.60	\$66,970.00	\$32.20
7	\$50,607.00	\$24.33	\$60,728.00	\$29.20	\$70,850.00	\$34.06
8	\$53,378.00	\$25.66	\$64,053.00	\$30.79	\$74,729.00	\$35.93
9	\$56,149.00	\$26.99	\$67,378.00	\$32.39	\$78,608.00	\$37.79
10	\$58,920.00	\$28.33	\$70,704.00	\$33.99	\$82,488.00	\$39.66
11	\$61,691.00	\$29.66	\$74,029.00	\$35.59	\$86,367.00	\$41.52
12	\$64,462.00	\$30.99	\$77,354.00	\$37.19	\$90,246.00	\$43.39
13	\$67,232.00	\$32.32	\$80,679.00	\$38.79	\$94,126.00	\$45.25
14	\$70,003.00	\$33.66	\$84,004.00	\$40.39	\$98,005.00	\$47.12
15	\$72,774.00	\$34.99	\$87,329.00	\$41.99	\$101,884.00	\$48.98
16	\$75,545.00	\$36.32	\$90,655.00	\$43.58	\$105,764.00	\$50.85
17	\$79,702.00	\$38.32	\$95,642.00	\$45.98	\$111,583.00	\$53.65
18	\$85,244.00	\$40.98	\$102,293.00	\$49.18	\$119,341.00	\$57.38
19	\$90,786.00	\$43.65	\$108,943.00	\$52.38	\$127,100.00	\$61.11
20	\$96,328.00	\$46.31	\$115,593.00	\$55.57	\$134,859.00	\$64.84
21	\$101,870.00	\$48.98	\$122,244.00	\$58.77	\$142,618.00	\$68.57
22	\$107,411.00	\$51.64	\$128,894.00	\$61.97	\$150,376.00	\$72.30
23	\$112,953.00	\$54.30	\$135,544.00	\$65.17	\$158,135.00	\$76.03
24	\$118,495.00	\$56.97	\$142,194.00	\$68.36	\$165,894.00	\$79.76
25	\$124,037.00	\$59.63	\$148,845.00	\$71.56	\$173,652.00	\$83.49

Ord. No. 23-2025

Exhibit 2 – Job Classification Schedule for permanent full- and part-time employees not covered by a collective bargaining agreement

Salary Grade	Position	FLSA Exempt/Non-exempt
1		
	Receptionist	Non-exempt
	Van Driver	Non-exempt
	Front Desk Assistant	Non-exempt
	Building Attendant	Non-exempt
	Cashier	Non-exempt
	Finance Clerk	Non-exempt
2		
	Administrative Assistant	Non-exempt
	Mayoral Intern	Non-exempt
	Office Assistant I	Non-exempt
	Deputy Clerk I	Non-exempt
3		
	Billing Clerk	Non-exempt
	Office Assistant II	Non-exempt
	Deputy Clerk II	Non-exempt
	Permit Technician	Non-exempt
	Planning Technician	Non-exempt
4		
	Human Resources Coordinator	Non-exempt
	Office Manager	Exempt
5		
	Deputy Bailiff	Non-exempt
	Deputy Clerk III	Non-exempt
	Special Projects Coordinator	Non-exempt
	Public Works Response Specialist	Non-exempt
	Secretary to Director	Non-exempt
6		
	Accounts Payable Coordinator	Non-exempt
	Camera Operator	Non-exempt
	Audio Engineer	Non-exempt
	City Planner I	Non-exempt
	Community Services Specialist	Non-exempt
	Information Systems Technician	Non-exempt
	Paralegal	Non-exempt
7		

Salary Grade	Position	FLSA Exempt/Non-exempt
	Accountant I	Non-exempt
	Special Events Coordinator	Non-exempt
	Housing Property/Bldg. Inspector I	Non-exempt
	Housing Rehab Specialist	Non-exempt
	Housing Specialist	Non-exempt
	Planning Clerk	Non-exempt
	Payroll Administrator	Non-exempt
	Planning/Zoning Inspector	Non-exempt
	Probation Officer	Non-exempt
	Utility Inspector	Non-exempt
8		
	Central Purchasing Administrator	Exempt
	Chief Deputy Clerk	Non-exempt
	Economic Development Specialist	Exempt
	Horticulturist	Exempt
	Housing Court Representative/Inspector	Non-exempt
	Housing Investigator/Inspector	Non-exempt
	Housing Program Coordinator	Non-exempt
	Housing Property/Bldg. Inspector II	Non-exempt
	Youth Program Coordinator	Exempt
	Supervisor - Fitness Center	Exempt
	Supervisor - General Recreation	Exempt
	Supervisor - Ice & Aquatics	Exempt
	Supervisor - Sports Programs	Exempt
	Supervisor - Office on Aging	Exempt
	Supervisor - Utilities Administration	Exempt
9		
	Accountant II	Exempt
	Application Support Manager	Exempt
	Assistant Commissioner	Exempt
	Assistant General Manager - Cain Park	Exempt
	Chief Probation Officer	Exempt
	City Planner II	Exempt
	Communications Specialist I	Exempt
	Construction Inspector/Engineer	Non-exempt
	Executive Assistant	Exempt
	Housing Property/Bldg. Inspector III	Exempt
	Human Resources Generalist	Exempt
	Production Manager - Cain Park	Exempt
	Marketing/Communications Specialist	Exempt
	Police Academy Instructor	Non-exempt

Salary Grade	Position	FLSA Exempt/Non-exempt
	Senior Housing Rehab Specialist	Exempt
10		
	Chief Bailiff	Exempt
	Clerk of Council	Exempt
	Community Planner	Exempt
	Housing Property/Bldg. Inspector IV	Exempt
	Mayor's Action Center Coordinator	Exempt
11		
	Financial Analyst	Exempt
	GIS Coordinator - Planner I	Exempt
	Supervisor - Forestry	Exempt
	Supervisor - Sanitation	Exempt
	Supervisor - Sewer	Exempt
	Supervisor - Streets	Exempt
	Supervisor - Vehicle Maintenance	Exempt
12		
	Special Assistant to the Mayor	Exempt
	Chief Housing Inspector	Exempt
	Digital & TV Program Coordinator	Exempt
	Communications Specialist II	Exempt
	General Manager - Cain Park	Exempt
13		
	Organizational Performance Coordinator	Exempt
	Sustainability & Resiliency Coordinator	Exempt
	Utilities Commissioner	Exempt
	Capital Projects Manager	Exempt
14		
	Facilities Superintendent	Exempt
15		
	Information Systems Manager	Exempt
16		
	Assistant Director - Community Services	Exempt
	Clerk of Courts	Exempt
17		
	Assistant Director - Parks & Recreation	Exempt
	Assistant Director - Community Development	Exempt
	Assistant Director - Economic Development	Exempt
	Assistant Director - Housing	Exempt
	Assistant Director - Planning	Exempt
	Building Commissioner	Exempt
18		

Salary Grade	Position	FLSA Exempt/Non-exempt
	Assistant Director - Employee Resources	Exempt
	Assistant Director - Public Works	Exempt
	Assistant Director - Finance	Exempt
	Assistant Director - Law	Exempt
	Court Administrator	Exempt
	Magistrate	Exempt
19		
	Director - Community Services	Exempt
	Director - Parks & Recreation	Exempt
20		
	Assistant Chief - Fire	Exempt
	Assistant Chief - Police	Exempt
	Director - Employee Resources	Exempt
21		
	Director - Information Technology	Exempt
	Director - Planning Neighborhoods & Development	Exempt
	Director - Public Works	Exempt
22		
	Director - Finance	Exempt
23		
	Director - Law	Exempt
	Chief - Fire	Exempt
	Chief - Police	Exempt
24		
	~	
25		
	City Administrator	Exempt
	Mayor	Exempt

Aquatics

Position	Minimum	Maximum
Assistant Supervisor	11.00/hour	17.00/hour
Aquatic Program Supervisor	11.00/hour	15.00/hour
Cashier	11.00/hour	14.00/hour
Guard	14.00/hour	16.00/hour
Guard w/ A.L.S certification	14.00/hour	17.00/hour
Head Guard	14.00/hour	18.00/hour
Head Cashier	11.00/hour	15.00/hour
Head Coach (Summer)	364.14/ Per biweekly Pay Period	573.68/Per biweekly pay period
Head Coach (Assistant)	260.10/Per biweekly pay period	57.68/Per biweekly pay period
Learn to Swim Coordinator	260.10/Per season	573.68/Per season
Preschool Learn to Swim Coordinator	260.10/Per season	573.68/Per season
Pool Attendant	11.00/hour	14.00/hour
Pool Maintenance	11.00/hour	14.00/hour
Pool Manager	18.00/hour	23.00/hour
Private Instructor Fee	2/3 of private instruction fees charged and collected	
Water Aerobics Instructor	182.07/per session	286.84/session

Ice Rink

Position	Minimum	Maximum
Cashier	11.00/hour	14.00/hour
Hockey Director	2,184.84/per season	2,300.00/per season
Ice Safety Guard	11.00/hour	13.50/hour
Ice Professional Private	90% of private instruction fees charged and collected. Or a flat fee of \$75.00 (if instructor teaches a minimum of four Learn to Skate classes per session) or \$150.00 (if instructor does not teach or is no longer available for the minimum number of Learn to Skate classes)	
Ice Professional Group	16.65/hour	57.31/hour
Learn to Skate Coordinator	208.08/per week	520.00/per week
Office Assistant	11.00/hour	13.50/hour
Supervisor – Assistant	11.00/hour	15.76/hour
Supervisor – Head	11.00/hour	18.22/hour

Sports Programs (Youth and Adult)

Position	Minimum	Maximum
Private Instructor Fee (Tennis)	2/3 of private instructions; Fees charged and collected	
Summer Basketball Coordinator	13.53/hour	20.11/hour
Summer Basketball Counselor	11.44/hour	16.55/hour

Position	Minimum	Maximum
Youth Hockey Coach	11.00/hour or 2,750.00/per season	22.96/hour or 4,592.00/per season
Youth Hockey Program Coordinator	11.00/hour or 2,750.00/per season	22.96/hour or 4,265.00/per season
Youth Hockey Skating Instructor	11.00/hour	45.92/hour
Basketball Supervisor	11/hour or 572.00/per season	13.91/hour or 2,296.00/per season
Basketball Coordinator	11/hour or 2,200/winter or 2,750.00/summer	22.96/hour or 3,171.00/winter or 4,318.00/summer
Girls Softball League Supervisor	11.00/hour or 1,133/summer	13.78/hour or 2,296.00/per season
Youth Baseball League Supervisor	11.00/hour or 1,133/summer	13.78/hour or 2,870.00/per season
League/Program/Camp Assistant	11.00/hour	12.00/hour
Sports Camp Supervisor/Instructor	11.00/hour 2,750.00/ per season	13.91/hour or 1,148.00/per season
Sports Coordinator	11.00/hour	23.65/hour
Sports Program Assistant	11.00/hour	13.50/hour
Sports Coordinator	11.00/hour	23.65/hour
Sports Supervisor	11.00/hour	23.65/hour
Tennis Court Attendant	11.00/hour	12.00/hour
Tennis Lesson Instructor	11.00/hour	18.22/hour
Tennis Program Coordinator	2,601.00/per season	4,489.45/per season
Umpire	11.00/hour	23.65/hour

Position	Minimum	Maximum
League/Program Supervisor	11.00/hour 1,133/per season	22.96/hour or 2,296.00/per season
Softball Umpire-In-Chief / Assistant Umpire in Chief	11.00/hour 1,133/per season	22.96/hour/ or 1,722.00/per season

Cain Park Theatre

Position	Classification	Minimum	Maximum
Equity Actor	Seasonal	414.00/week	600.00/week
Assistant Box Office Manager	Seasonal	15.00/hour	18.00/hour
Assistant Operations Manager	Seasonal	428.00/week	550.00/week
Assistant Production Manager	Seasonal	428.00/week	720.00/week
Assistant Equity Stage Manager	Seasonal	414.00/week	550.00/week
Assistant to General Manager	Seasonal	500.00/week	720.00/week
Box Office Manager	Seasonal	15.00/hour	20.00/hour
Box Office Staff	Seasonal	11.00/hour	15.00/hour
Carpenter	Seasonal	428.00/week	500.00/week
Concession Supervisor	Seasonal	12.00/hour	20.00/hour
Concession Worker	Seasonal	11.00/hour	15.00/hour
Costume Supervisor	Seasonal	12.00/hour	15.00/hour
House Manager	Seasonal	12.00/hour	15.00/hour
Operations Assistant	Seasonal	12.00/hour	15.00/hour
Operations Manager	Seasonal	450.00/week	800.00/week
A2 Audio Technician	Seasonal	428.00/week	450.00/week
Equity Stage Manager	Seasonal	519.00/week	600.00/week
General Technician	Seasonal	428.00/week	450.00/week
Hospitality Assistant	Seasonal	11.00/hour	14.00/hour
Maintenance	Seasonal	11.00/hour	13.00/hour
Operations Manager – Tech	Seasonal	720.00/week	1000.00/week
PR/Marketing Assistant	Seasonal	12.00/hour	15.00/hour
Production Audio Technician	Seasonal	428.00/week	500.00/week
Production Lighting Technician	Seasonal	428.00/week	500.00/week
Production Video Technician	Seasonal	428.00/week	500.00/week
Stage Hand	Seasonal	12.00/hour	15.00/hour
Theater Company Manager	Seasonal	428.00/week	720.00/week

Fieldhouse/Fitness Center

Position	Min	Max
Fitness Center Assistant	11.00/hour	12.00/hour
Fitness Center Coordinator	11.00/hour	14.00/hour
Fieldhouse Instructor / Aerobics Instructor	11.00/hour	14.50/hour
Front Desk Assistant	11.00/hour	14.39/hour
Personal Trainer	11.00/hour or 70% of rate charged by trainer	12.64/hour or 70% of rate of charged by trainer
Head of Personal Training Services	Additional 5% of total personal training program revenue (3% City portion/ 2% Trainer portion) for administration of the program.	

General

Position	Minimum	Maximum
Security Guard	11.00/hour	11.50/hour
Security Assistant	11.00/hour	13.50/hour
School Crossing Guard	44.00/day (based on 4-hour day) or 11.00/hour	

Proposed: 05/05/2025

RESOLUTION NO. 085-2025(CRR), *First Reading*

By Mayor Seren

A Resolution recognizing May 18-24, 2025 as *National Public Works Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable, resilient communities and public health; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government; and

WHEREAS, the health, safety, comfort, and quality of life of this community greatly depend on these facilities and services; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the American Public Works Association has designated the week of May 18–24, 2025, as *National Public Works Week*, with the theme “Advancing Quality of Life for All,” to highlight how public works professionals contribute to building and maintaining resilient, sustainable, and inclusive communities.

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

SECTION 1. The week of May 18–24, 2025, is hereby designated as *National Public Works Week* in the City of Cleveland Heights.

SECTION 2. All citizens are encouraged to recognize the contributions which public works officials make every day to protect our health, safety, and well-being

SECTION 3. The City extends its appreciation to all public works employees for their dedication and service to the community.

RESOLUTION NO. 085-2025(CRR)

SECTION 4. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 5. 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 6. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with other communities in this celebration and the need to proclaim *National Public Works Week* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/05/2025

RESOLUTION NO. 086-2025(COTW), *First Reading*

By Vice President Russell

A Resolution to save neighborhood Social Security Offices, Medicare and Medicaid; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, neighborhood Social Security offices and employees have faithfully served the public in communities across the country since 1935; and

WHEREAS, Social Security benefits have provided the best protection against falling into poverty for Americans since the inception of Social Security in 1935; and

WHEREAS, local Social Security offices, staffed with trained civil servants across the nation, provide service to millions of Americans each year, in person and by telephone; and

WHEREAS, 20 percent of staff in local SSA offices are veterans; and

WHEREAS, 9.7 million Americans receiving Social Security benefits are veterans; and

WHEREAS, millions of veterans and their families depend on their monthly checks from Social Security for housing and food; and

WHEREAS, older adults are the fastest growing population of homelessness, including thousands of veterans and families; and

WHEREAS, more than 11,000 American reach retirement age each day; and

WHEREAS, staffing at the Social Security Administration has fallen to a 50-year low while workloads have increased; and

WHEREAS, the federal government has recently announced a plan to cut staff dramatically, to take federal tax dollars from our communities and transfer those dollars to billionaires by reducing their taxes; and

WHEREAS, cutting costs leads to closing neighborhood Social Security offices, dozens have already been announced; and

WHEREAS, millions of American depend on nearby offices for filing for benefits, resolving problems with payments, work records, generating SSNs, providing

RESOLUTION NO. 086-2025(COTW)

replacement SSN cards, income and award letters and applications for retirement, disability and SSI; and

WHEREAS, more than 79 million Americans receive Medicaid and the U.S. House budget resolution in 2025 plans steep cuts to Medicaid to provide tax breaks for the 1%; and

WHEREAS, Medicare serves more than 68 million Americans and is also targeted for cuts by the current Administration, to cut taxes on the richest Americans.

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

SECTION 1. That this body opposes the closing of local Social Security offices, and other social security staffing cuts,

SECTION 2. That this body supports robust staffing and local office facilities to serve the public in a timely manner in this community and across Ohio and the United States.

SECTION 3. That this body opposes state and federal cuts in Medicaid, Medicare and Social Security benefits.

SECTION 4. That this body supports the following House Bills, introduced March 5, 2025, "Keeping Our Field Offices Open Act" (H.R. 1876), "Protecting Americans Social Security Data Act" (H.R. 1877) and "The Social Security Expansion Act" (S. 770).

SECTION 5. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 6. Notice of 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 7. 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 take immediate action in opposition to the closure of local Social Security offices. 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

RESOLUTION NO. 086-2025(COTW)

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