



September 2, 2025
Regular Meeting
7:30 PM

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

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) **Meeting called to order by Council President**
- 2) **Roll Call of Council Members**
- 3) **Excuse absent members**
- 4) **Amendments to the Agenda (if necessary)**
- 5) **Approval of minutes from previous meeting(s)**
 - a. July 7, 2025
- 6) **Communications from the Mayor**
- 7) **City Administrator's Report**
- 8) **Departmental Report(s)**
 - a. Planning and Economic Development Department
- 9) **Report of the Clerk of Council**
- 10) **Public Comment - Legislative Agenda Items only**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).
- 11) **Public Comment - General**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).
- 12) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls.

Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 171-2025(MSES): First Reading. A Resolution authorizing the Mayor to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Programs; execute contracts as required; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 172-2025(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Classic Chevy GMC of Madison for the acquisition of a 2024 Chevy Silverado 6500 Crew Cab w/11' SS Dump 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

RESOLUTION NO. 173-2025(PD): First Reading. A Resolution recognizing September 19, 2025 as *Car Free Day and Park(ing) Day 2025* in Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 174-2025(F): First Reading. An Ordinance determining to proceed with the implementation of a public services plan for the Cedar Fairmount Special Improvement District, Inc ("Cedar Fairmount SID") and the assessment of its costs to the properties within its boundaries; requesting that City property be included in the assessments; authorizing the Mayor to execute an agreement with F & C Development, Inc. to provide for payment of the assessment; levying assessments for said purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

b. First Readings Only

ORDINANCE NO. 175-2025(PD): First Reading. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 46 vacant residential lots located within the City to FutureHeights, Inc.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 176-2025(PD): First Reading. An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 19 vacant residential lots located within the City to YRM Corp.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

c. Second Readings

ORDINANCE NO. 167-2025(PD): Second Reading. An Ordinance authorizing the Mayor to execute an agreement with Park Landlord LLC for a commercial development loan in the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), to fund improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 168-2025(PD): Second Reading. An Ordinance authorizing the Mayor to execute a grant agreement with Friends of Mendelsohn in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), to fund trails, walkways, sidewalks, site lighting and landscaping improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

ORDINANCE NO. 169-2025(COTW): Second Reading. An Ordinance providing for the submission to the electors of the City of Cleveland Heights a proposed First Amended Charter of the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

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: AUGUST 15, 2025



July 7, 2025
Regular Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:34 pm

2) Roll Call of Council Members

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

Excused: None

Also present: Mayor Seren, Director Hanna, Clerk Balester

3) Excuse absent members

- None

4) Amendments to the Agenda (if necessary)

Motion to amend the agenda to add ORD 143, and RES 144 and 145: Jim Petras

Seconded: Davida Russell

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

No: None

MOTION PASSED

5) Approval of minutes from previous meeting(s)

- None

6) Communications from the Mayor

- Made an announcement that the third phase of the North Park resurfacing project is underway.
- Announced that they are wrapping up the sanitary sewer project from Arlington to Coventry, so once that project is complete, the expectation is that the road will then be repaired. We may have to do a change order for the project.
- The next step is Euclid Heights Blvd and that will be a two-phase project as well.
- Noted that the project at Cain Park is underway near the sledding hill installing a new ADA accessible ramp/entryway into the park

7) City Administrator's Report

- None

8) Departmental Report(s)

- None

9) Report of the Clerk of Council

- None

10) Public Comment - Legislative Agenda Items only

Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. 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.

Speakers

Name	Resident/Board Member/Other	Topic
Susan Efroymson	Resident	Antisemitism at City Hall; Recall
Susan Wood	Resident	Question about the agenda
Christopher Wood	Resident	Against recall
Tom Hudak	Resident	Against recall
Susan Miller	Resident	Question about City Council Minutes
Melody Joy Hart	Resident	Against the recall
Drew Herzig	Resident	ORD 139-2025
Angel Fasolo	Resident	Recall
Marty Gelfand	Resident	ORD 139-2025

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.

Speakers

Name	Resident/Board Member/Other	Topic
Geraldine Blair	Resident	Tree roots damaging sidewalk
David Berenson	Resident	Ranked Choice Voting
James Bates	Resident	The state of the City
James Williams	Resident	Sang a song
Mike Ungar	Resident	Investigation of Council Members
Jason Davis	Resident	Cumberland Pool safety petition
David Popivker	Resident	Public comment at council meetings
Barbara Sosnowski	Resident	Decorative pots
Simcha Popivker	Resident	What are our standards?
Karin Lash	Resident	Issues in the City
Sarah Popivker	Resident	Globalization of intifada
Alic Popivker	Resident	IHRA definition of antisemitism

12) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

ORDINANCE NO. 139-2025(AS): First Reading. An Ordinance amending Chapter 105, "Public Records" to add a new Section 105.04 to prohibit the review or access of city email accounts of employees or elected officials without consent or lawful approval pursuant to Ohio Public Records Law; and declaring the necessity that this legislation become immediately effective as an emergency measure.

1 Introduced by Councilmember Cobb

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

3 **Seconded:** Craig Cobb

4
5 **Discussion:** Larson says the Mayor did indeed access her emails without using
6 the public records request process. Cobb said he was unaware of the Mayor
7 looking at Council members emails. In May of this year, he sent an email to the
8 IT director, asking under what circumstances can Councilmember emails be
9 accessed, but he didn't really get a clear answer. The Mayor launched an
10 investigation into 4 councilmembers, he was not one of them. The Mayor asked
11 the law firm to investigate as to whether these councilmembers were using their
12 personal emails, so he doesn't understand why the mayor is looking at his city
13 emails when he was not part of the investigation. To allege that Council
14 members are not cooperating is false. He is outraged that one elected official
15 feels that they can look at another elected officials' emails. Petras asked if it was
16 okay for Governor Mike DeWine to tap into every single email of legislators in the
17 statehouse; that would be an abuse of power. The same thinking applies in
18 Cleveland Heights. Mayor Seren said he finds it odd that Council members
19 would talk about an abuse of power when this began with an email being
20 mistakenly sent to Council's sole employee, indicating that council members had
21 been engaged in behavior that is unlawful under Ohio law and our local code.
22 His responsibility is to ensure that the laws are faithfully followed and enforced.
23 Council doesn't enforce, they legislate. Executive branch enforces, and that
24 requires investigation. He thinks this Ordinance is bad law. Posch finds it
25 suspicious that this investigation happened just as he was appointed to Council,
26 and nothing has happened. So why is all of this being run through the mud when
27 the mayor apparently has all this evidence. He suggested that the Mayor should
28 take it to the common pleas court and get a judgement. Mattox expressed his
29 concerns about transparency and accountability for leadership. He has asked
30 this Council to institute legislation that puts guardrails around our City's
31 leadership in terms of public meetings and he was ignored. He believes the rest
32 of Council is being hypocritical. He thinks that Council needs to stop posturing
33 because so many of them are running for office. We need to make sure we are
34 doing city business in the light of day. She has been quite on a lot of these
35 issues because this city needs to heal and move forward, but she wants to make
36 it clear that she has not had any illegal meetings with anybody. Cuda thinks
37 there isn't a question that the Mayor should not be going through elected officials
38 emails. For the record, council leadership has cooperated every step of the way
39 during this investigation of the Mayors. There are a lot of things the Mayor thinks
40 that are okay, that a lot of us don't think are okay.

41
42 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
43 Russell, Jim Petras, Jim Posch

44 **No:** None

45 **LEGISLATION PASSED**

ORDINANCE NO. 140-2025(AS): First Reading. An Ordinance amending Chapter 121.05 “Rules and Regulations” relating to the Mayor’s authority over city property; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

Motion to adopt: Jim Petras

Seconded: Craig Cobb

Motion to amend: Craig Cobb

Seconded: Jim Petras

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

No: None

MOTION PASSED

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

No: None

LEGISLATION PASSED

ORDINANCE NO. 141-2025(AS): First Reading. An Ordinance amending Chapter 105, “Public Records” to add Section 105.05 to prohibit the use of city social media accounts and email systems for political messaging and limiting their use to official informational purposes; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

Motion to adopt: Gail Larson

Seconded: Craig Cobb

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

No: None

LEGISLATION PASSED

ORDINANCE NO. 142-2025(MSES): First Reading. An Ordinance amending Ordinance No. 27-2025 to provide for the resurfacing of the eastbound, rather than westbound, portion of Euclid Heights Boulevard between Cedar Road and Coventry Road in the City of Cleveland Heights, and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

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

No: None

LEGISLATION PASSED

ORDINANCE NO. 143-2025(COTW): First Reading. An Ordinance calling an election to be held September 9, 2025 upon the question of the removal of the Mayor from office; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Council President Cuda and Councilmembers Larson and Posch

Motion to adopt: Gail Larson

Seconded: Jim Posch

Discussion: The citizens did the work on this recall, the BOE validated the signatures, and this recall will happen on the September 9 ballot. Posch the recall becomes more urgent every day and he is sick of reading bad headlines in the paper about our city and our mayor. He is concerned about staffing stability; a week ago the Mayor fired another director. We lack leadership, so the longer he stays on, the more people we will lose. Russell says she is supporting the legislation because the people have spoken. Petras shared that the charter states that the council shall call the question upon the removal of the mayor, and council doesn't not have a choice in the matter. The Mayor stated that he believed the organizers of the recall petition took unfounded, unsupported, and unproven accusations in order to sensationalize and imagine things that happened in city hall. They were successful in getting enough signatures, and Councilman Petras is correct that it is the responsibility of Council to place the recall on the ballot. Cuda says that it is unfortunate that more than 4,000 of our residents want to recall our mayor, that it has even come to this. He is disturbed by the mayor and a handful of residents characterizing the recall as undemocratic. He spoke about the First Amendment, specifically freedom of speech, and freedom of assembly. What could be more democratic?

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

No: None

Abstain: None

RESOLUTION NO. 144-2025(CRR): First Reading. A Resolution amending Resolution No. 012-2025 for the purpose of authorizing the expenditure of an additional Five Thousand, Two Hundred Sixty-Three and 92/100 Dollars (\$5,263.92) under the agreement with Frank Novak & Sons, Inc. to furnish the labor, material, and equipment necessary for sandblasting, painting, and

related services for the purpose of repairing the Cumberland pool; repealing Resolution No. 012-2025 in its entirety; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 145-2025(CRR): A Resolution amending Resolution No. 242-2024 for the purpose of authorizing the expenditure of an additional Eighteen Thousand, Two Hundred Eighty-Four and 69/100 Dollars (\$18,284.69) under the agreement with SCG Fields, LLC to furnish the labor, material, and equipment necessary for the public improvement of a new synthetic turf soccer field at Denison Park; repealing Resolution No. 242-2024 in its entirety; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Gail Larson

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

No: None

LEGISLATION PASSED

b. Second Readings

ORDINANCE NO. 131-2024(AS): Second Reading (Amended 07.07.2025). An Ordinance amending Chapter 105, "Public Records" of Part One, *Administrative Code*, of the Codified Ordinances of the City of Cleveland Heights, by adding a Section 105.03 "Rules for City Emails;" and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Anthony Mattox Jr.

Seconded: Jim Petras

Motion to amend: Jim Petras

Seconded: Davida Russell

Discussion: There was some back and forth about the specific language regarding the amendments to the legislation being made.

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

No: None

MOTION PASSED

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

No: None

LEGISLATION PASSED

13) Committee Reports

- None

14) Old Business

- None

15) New Business

- None

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.)

- **Mattox:** Mattox wants to know when Council will be discussing risk mitigation and how we are going to manage Council's own processes. Cuda says when the investigation is over then those councilmembers are ready to talk.
- **Cobb:** Apologized for losing his cool with the Mayor earlier. It was a secret to him that the Mayor was looking at his emails, and he thinks this is just continued deflections and misrepresentations without him ever directly answering questions.
- **Russell:** She is tired of the hate. It is so hard to sit and see the residents tear each other apart. The city has to start to heal. Everybody has to calm down and move forward. We are neighbors. She reiterated that she has not had a secret meeting or been in one ever.

1
2 **17) Council President's Report**

- 3 • Thanked Mike Unger for taking this job on for his hard work. Thanked
4 Craig for leading on all the pieces of legislation he introduced tonight.

5 **18) Adjournment**

6 End: 9:56 pm

7
8 **NEXT MEETING OF COUNCIL: AUGUST 4, 2025**

DRAFT



Date: August 21, 2025

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor,
William Hanna, Law Director
Christopher Heltzel, Assistant Law Director
Anthony Ferrone, Assistant Public Works Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation to Apply to the Ohio Public Works Commission (OPWC) to assist with funding a Fairmount Blvd Resurfacing Project (between Cedar and Coventry).

Purpose Statement: To authorize the Mayor to apply to the Ohio Public Works Commission (OPWC) to resurface Fairmount Blvd., between Cedar and Coventry Roads.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To meet the application deadline as required by the Ohio Public Works Commission

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

If yes, why? To meet the application deadline as required by the Ohio Public Works Commission

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

If not already budgeted for, where will funding come from? Will be requested as part of the 2026 Road Program IF a grant is approved by the OPWC

Proposed: 09/02/2025

RESOLUTION NO. 171-2025(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement and Local Transportation Improvement Programs; execute contracts as required; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Ohio Public Works Commission State Capital Improvement Program and Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City has determined that it is in its best interest to submit an application for financial assistance for the Fairmount Blvd Repaving Project (between Cedar and Coventry Roads); and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC Programs.

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

SECTION 1. The Mayor be, and is hereby authorized to make application to the OPWC for financial assistance for the Fairmount Blvd Repaving Project.

SECTION 2. The Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency 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 make

RESOLUTION NO. 171-2025(MSES)

said application prior to the 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: August 22, 2025

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

Cc: Kahlil Seren, Mayor
William Hanna, Director of Law
Anthony Ferrone, Assistant Director of Law

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Purchase of a Chevy Silverado 6500 Crew Cab with/11' dump

Purpose Statement: To authorize the purchase of a 2024 Chevy Silverado 6500 Crew Cab w/11' dump from Classic Chevy GMC of Madison for the Streets Division of the Public Works Department in the amount of \$98,998.00 through State Contract #RSI025486

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To use with the new hot box and Brine Equipment.

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

If yes, why? To purchase ASAP since the vehicle is available now on vendor's lot and there would be a wait period to acquire it by other means.

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

Funding was not budgeted for this purchase, however, there are funds available in Street Fund #201.

Proposed: 09/02/2025

RESOLUTION NO. 172-2025(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Classic Chevy GMC of Madison for the acquisition of a 2024 Chevy Silverado 6500 Crew Cab w/11' SS Dump 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 this Chevy Silverado to pull the 6-ton Hot Box for potholes and to be used in the winter with the Brine machine for the Streets Division of the Department of Public Works; and

WHEREAS, Section 171.02(bb) of the Cleveland Heights Codified Ordinances authorizes the purchase of personal property without obtaining competitive bids when the Mayor determines that property can be obtained from a party at prices lower than would be obtained by utilizing the Ohio Department of Administrative Services cooperative purchasing program; and

WHEREAS, the Mayor has determined that the Chevy Silverado needed by the Department of Public Works may be purchased from Classic Ford of Madison at a lower base price than could be obtained through the Ohio Department of Administrative Services cooperative purchasing contract RSI025486, and that it would be in the City's best interests to purchase said vehicle from this vendor.

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 2024 Chevy Silverado 6500 Crew Cab w/11' dump pursuant to Section 171.02(bb) of the Cleveland Heights Codified Ordinances, with any other bidding requirements of Chapter 171 hereby waived. The purchase price for said vehicle shall not exceed the sum of Ninety-Eight Thousand Nine Hundred Ninety-Eight Dollars (\$98,998.00). 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

RESOLUTION NO. 172-2025(MSES)

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 road safety work and vendor deadlines in order to promptly obtain vehicles needed by the Public Works Department which vehicles are in short supply, and to avoid anticipated price increases. 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: September 2, 2025

To: City Council

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

Subject: Recognizing September 19, 2025 as Car Free Day and Park(ing) Day 2025 in Cleveland Heights.

Purpose Statement: As we do every year, the City recognizes Car Free Day and Park(ing) Day in Cleveland Heights. This year, both days are to be celebrated on Friday, September 19, 2025. The attached legislation reflects that recognition.

World Car Free Day is an international event celebrated every September by over 2,000 cities in 40 countries around the World in which people are encouraged to travel car-free or car-lite, by using transit, bicycling, walking, carpooling, or telecommuting. World Car Free Day 2025 is Monday, September 22, 2025.

Park(ing) Day is a global event where people collaborate to temporarily transform parking spaces into "Park(ing)" spaces: tiny parks and places for art, play, and activism. This year, Park(ing) Day is Friday, September 19, 2025.

The City of Cleveland Heights has the opportunity to continue to be one of the leading municipalities in Ohio in providing awareness to the benefits of alternative modes of transportation and the current struggles of actually travelling car-free or car-lite, as well as reimagining the public realm and rethinking how it can be utilized in more sustainable ways by recognizing these days.

Should it wish to, Council could adopt a resolution recognizing September 19, 2025 as Car Free Day and Park(ing) Day 2025 in Cleveland Heights.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☒ No: ☐

If yes, why? In order to recognize Car Free Day and Park(ing) Day 2025 in a timely manner.

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

If yes, why? This is a piece of legislation that we consider every year, along with many communities throughout the world. Car Free Day/Park(ing) Day is towards the end of September. In order to properly publicize it, the resolution should be adopted on First Reading.

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

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

Proposed: 09/02/2025

RESOLUTION NO. 173-2025(PD), *First Reading*

By Mayor Seren

A Resolution recognizing September 19, 2025 as *Car Free Day and Park(ing) Day 2025* in Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, *World Car Free Day* is an international event celebrated every September by over 2,000 cities in 40 countries around the World in which people are encouraged to travel car-free or car-lite, by using transit, bicycling, walking, carpooling, or telecommuting; and

WHEREAS, *World Car Free Day 2025* is Monday, September 22, 2025; and

WHEREAS, *Park(ing) Day* is a global event where people collaborate to temporarily transform parking spaces into “Park(ing)” spaces: tiny parks and places for art, play, and activism; and

WHEREAS, this year, *Park(ing) Day* is Friday, September 19, 2025; and

WHEREAS, the City of Cleveland Heights has a strong commitment to environmental sustainability and promotion of alternative modes of transportation; and

WHEREAS, the City of Cleveland Heights has the opportunity to continue to be one of the leading municipalities in Ohio in increasing awareness of the benefits of alternative modes of transportation and the current struggles of actually travelling car-free or car-lite, by recognizing *World Car Free Day* and *Park(ing) Day*; and

WHEREAS, the City similarly has the opportunity to continue to be one of the leading municipalities in Ohio in reimagining the public realm and rethinking how it can be utilized in more sustainable ways; and

WHEREAS, the City has recognized *World Car Free Day* and *Park(ing) Day* since 2021; and

WHEREAS, this Council wishes to recognize *World Car Free Day* and *Park(ing) Day 2025* locally as well.

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

SECTION 1. This Council does hereby recognize Friday, September 19, 2025 as *World Car Free Day* and *Park(ing) Day 2025* in Cleveland Heights.

RESOLUTION NO. 173-2025(PD)

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 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 join with other communities in this celebration and the need to recognize *World Car Free Day* and *Park(ing) Day* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 09/02/2025

ORDINANCE NO. 174-2025(F), *First Reading*

By Mayor Seren

An Ordinance determining to proceed with the implementation of a public services plan for the Cedar Fairmount Special Improvement District, Inc (“Cedar Fairmount SID”) and the assessment of its costs to the properties within its boundaries; requesting that City property be included in the assessments; authorizing the Mayor to execute an agreement with F & C Development, Inc. to provide for payment of the assessment; levying assessments for said purpose; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by its adoption of Resolution No. 148-2025, declared the necessity of implementing, through assessment, a public services plan for the Cedar Fairmount SID; and

WHEREAS, pursuant thereto, estimated assessments were duly prepared and filed with the Director of Finance; and

WHEREAS, no written objections were received from any stakeholders within the Cedar Fairmount SID by the deadline established for such objections;

WHEREAS, this Council has determined to proceed with the levying of said equalized assessments in accordance with Resolution No. 148-2025.

WHEREAS, this Ordinance was adopted by the concurrence of not less than three-fourths of the seven members elected to this Council.

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

SECTION 1. It is the determination of this Council to proceed with the levying of an assessment on the following parcels in the Cedar Fairmount SID in accordance with the provisions of the Resolution of Necessity (Resolution No. 148-2025) but subject to the provisions herein.

SECTION 2. The Mayor is hereby authorized to submit a written request to Cedar Fairmount SID providing for the inclusion of City-owned property within the Cedar Fairmount SID in the assessments levied herein. This authorization is contingent upon a written agreement between the City and F & C Development, Inc., which the Mayor is hereby authorized to execute, whereby F & C Development, Inc. agrees to pay all amounts assessed against the City-owned property within the Cedar Fairmount SID, commonly known as the site of The Ascent, or “Top of the Hill”.

SECTION 3. One hundred percent (100%) of the cost and expense of the public services plan, in the amount of One Hundred Sixty-Nine Thousand Dollars (\$169,000.00)

ORDINANCE NO. 174-2025(F)

for Year One; One Hundred Fifty-Six Thousand Dollars (\$156,000.00) for Year Two; One Hundred Sixty-One Thousand Dollars (\$161,000.00) for Year Three; One Hundred Sixty-Six Thousand Dollars for Year Four, and One Hundred Seventy-One Thousand Dollars (\$171,000.00) for Year Five, shall be and hereby is assessed of the aforementioned lots and lands as specified in Resolution No. 148-2025, subject to the provisions herein, in proportion to their current tax value as of the date of this Ordinance.

SECTION 4. Each annual installation of the assessment against each of the aforementioned parcels of land shall be certified to the County Auditor and placed on the tax duplicate according to law, and shall be collected as other taxes; provided however that each property owner shall have the option of paying the first annual installation of the assessment in cash to the City within thirty (30) days of the adoption of this Ordinance, and each of the subsequent two assessments by August 15th of each year. Notwithstanding any provision of this or any other legislative measure to the contrary, no amount of the assessment levied against City-owned property shall be paid to Cedar Fairmount SID until such a time as the agreement and request described in Section 2 have been executed and submitted, respectively, specifically identifying the parcels involved.

SECTION 5. All assessments levied pursuant to this Ordinance shall be filed with the Clerk of Council.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with Chapter 107 of the Codified Ordinances.

SECTION 7. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 8. The Director of Finance is hereby directed to cause notice of the assessments levied herein to be filed with the Cuyahoga County Auditor.

SECTION 9. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet statutory deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force immediately upon its passage.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor



Date: 8.29.25

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Legislation related to City-owned properties from RFEIs

Purpose Statement: To authorizing the Mayor to enter into Purchase and Sale Agreements for 46 City-owned vacant lots to Future Heights and 19 City-owned vacant lots to YRM Corp.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To allow for the timely execution of the Purchase Agreements and transfer of the properties so construction of new homes can begin and be completed 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?

Proposed: 09/02/2025

ORDINANCE NO. 175-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 46 vacant residential lots located within the City to FutureHeights, Inc.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns 46 vacant residential lots located throughout the City, which are more particularly identified on Exhibit A (the "Properties"); and

WHEREAS, the City desires to sell the Properties to FutureHeights, Inc. (the "Purchaser"), for redevelopment; and

WHEREAS, the City intends to sell the Properties to the Purchaser for the amount of \$2,000.00 per lot pursuant to a certain Real Estate Purchase Agreement, a copy 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 with the Purchaser for the sale of the Properties.

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 other actions necessary, to sell the Properties to the Purchaser. The Purchase Agreement shall be substantially in accordance with the form attached hereto as Exhibit A. The Purchase Price for each lot sold to purchaser shall be \$2,000.00. The Purchase Agreements 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 Properties to be sold are no longer needed for municipal purposes.

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.

ORDINANCE NO. 175-2025(PD)

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 Properties and to reduce blight within 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 immediate 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

See attached.

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement (the “Agreement”) is dated as of the ____ day of _____, 2025 (the “Effective Date”) between the CITY OF CLEVELAND HEIGHTS, OHIO, htta the CLEVELAND HEIGHTS LAND REUTILIZATION PROGRAM, an Ohio municipal corporation (the “City”) of 40 Severance Circle, Cleveland Heights, Ohio 44118 and FUTUREHEIGHTS, INC., an Ohio non-profit corporation (the “Purchaser”) of 2450 Fairmount Blvd., Suite M180, Cleveland Heights, OH 44106.

- A. The City owns certain real property consisting of 46 lots of vacant land and identified by the Permanent Parcel Number assigned by the Cuyahoga County Fiscal Officer as set forth on Exhibit A and located within the City of Cleveland Heights, Ohio (the “Property” and each separate lot being referred to as a “Parcel”).
- B. The City wishes to sell the Property to Purchaser and the Purchaser wishes to purchase the Property from the City.
- C. The Purchaser agrees that it shall undertake and complete certain improvements on each Parcel within five (5) years of the Closing Date, which shall consist of constructing a single-family detached house upon each Parcel in compliance with all applicable City Property Zoning and Building Codes, including those specifically set forth in Chapters 1101 to 1337 of the City’s Codified Ordinances (the “Improvements”).

Now, therefore, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Sale of the Real Estate; Purchase Price

Subject to all of the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell each Parcel to Purchaser for the amount of Two Thousand Dollars (\$2,000.00) (the “Purchase Price”), which shall be paid by the Purchaser in full at Closing for each Parcel.

Section 2. Deed

The City will convey each Parcel by quitclaim deed (the “Deed”) on the Closing Date for that Parcel, containing the restrictions and requirements set forth in this Agreement (the “Closing”).

On the Closing Date, the Deed shall be promptly filed with the Cuyahoga County Fiscal Officer for recordation in the Records of Cuyahoga County.

Section 3. Closing; Escrow Agent; Title Insurance

The City shall deliver the Deed and possession of each Parcel to Purchaser, and Purchaser shall pay the Purchase Price, on a mutually acceptable date (the “Closing Date”). In establishing the mutually acceptable Closing Date for each Parcel, Purchaser shall notify the City in writing of its proposed Closing Date for that Parcel, which shall be no sooner than fifteen (15) days from the date of the notice. Thereafter, the City and Purchaser shall cooperate with one another to effectuate the Closing for the Parcel on the Closing Date, with such extensions as reasonably necessary or agreed to by the City and Purchaser.

This Agreement shall remain in effect, and the terms contained herein shall apply to each Parcel, until such time as the Closing occurs for the sale of each Parcel subject hereto. In the event the Closing does not

occur for any Parcel subject to this Agreement by the three-year anniversary of the Effective Date, then this Agreement shall terminate and be of no force and effect to any remaining Parcels and Purchaser shall have no further right to those remaining Parcels.

Purchaser shall be entitled to possession of each Parcel on the Closing Date for that Parcel. The risk of loss for each Parcel shall pass to Purchaser on the Closing Date for that Parcel.

Purchaser may, in its sole discretion and at its own cost, obtain a title commitment and/or title insurance policy from a title company licensed to do business in Ohio for each Parcel. Should Purchaser not be satisfied with the condition of the title as set forth in the title commitment, Purchaser may, not later than ten (10) days before the Closing Date, terminate this Agreement as it pertains to that Parcel only.

The Closing shall occur at the office of the Law Director of the City, 40 Severance Circle, Cleveland Heights, Ohio 44118. However, in the event the Purchaser elects to obtain a title commitment, then the Closing shall occur at the offices of the title company issuing such title policy, who shall then serve as the as escrow agent ("Escrow Agent") for the Closing. In such event, the parties agree that the Escrow Agent's usual conditions for closing shall be applicable, except as otherwise required to meet the terms of this Agreement.

The Purchaser shall pay the escrow fees, the costs of the recording of the Deed, and any transfer taxes or conveyance fees. The City will pay for the preparation of the Deed. In the event the Closing occurs without an Escrow Agent, Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the City on or before the Closing Date. If the Closing Occurs through the Escrow Agent, then Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the Escrow Agent on or before the Closing Date.

Section 4. Tax and Assessments; Utilities

Utilities, real estate taxes and assessments, general and special, levied against the Property for both the current tax year and any prior tax year that are not yet paid, if any, shall be assumed by the Purchaser upon Closing and payment of the same shall thereafter be the responsibility of the Purchaser.

Section 5. Inspection; Condition of the Property

Purchaser warrants that Purchaser has had the opportunity to inspect the Property and is purchasing the Property *"as is"* *"where is"* and *"with any and all defects"* whether latent or apparent. Furthermore, Purchaser expressly understands and agrees that tenants, squatters or other occupants may occupy the Property, that Purchaser is acquiring the Property with such knowledge, and that Purchaser, to the extent necessary, will follow any applicable Ohio laws in terminating any lease arrangements or evicting said persons.

Section 6. Notice

All notices provided for herein shall be sent by United States Certified Mail, return receipt requested, to the City and Purchase at the address set forth above. Notice to the City shall be provided to the Law Director and the Planning and Development Director. Either party shall have the right to designate a new address for the receipt of notices by providing notice under this Section 6.

Section 7. Default

In the event City defaults in its obligations under this Agreement, Purchaser may terminate this Agreement upon notice to the City, or Purchaser shall have the right to compel and/or enjoin the City to specifically perform this Agreement, as its sole remedies. In the event Purchaser defaults in its obligations under this Agreement, City may terminate this Agreement upon notice to the Purchaser.

Section 8. Improvements; Revesting

Purchaser understands and agrees that the City is selling the Property to the Purchaser for the express purpose of Purchaser undertaking and completing the Improvements to each Parcel of the Property. As such, Purchaser expressly agrees that it shall undertake and complete the Improvements for each Parcel no later than the end of the fifth (5th) year following the Closing Date for that Parcel. If Purchaser fails to undertake and complete the Improvements for each Parcel by said date, the City shall have the right to reenter and take possession of that Parcel and to terminate and revest in City the estate conveyed by the Deed to Purchaser.

To secure Purchaser's obligation to undertake and complete the Improvements by said date, the Deed for each Parcel shall contain a condition subsequent to the effect that in the event Purchaser fails to undertake and complete the Improvements within five (5) years of the Closing Date for that Parcel, that the City may, at its option, declare the Purchaser to be in default of its obligation to undertake and complete the Improvements on that Parcel, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 9. Subsequent Sale; Reversion

Furthermore, the Purchaser shall only sell or otherwise convey each Parcel within five (5) years of the Closing Date for that Parcel to an owner-occupant of the Parcel. The Deed for each Parcel shall contain a condition that in the event Purchaser sells or otherwise conveys that Parcel within five (5) years of the Closing Date to any person other than an owner-occupant of that Parcel, that the City may, at its option, declare the Purchaser to be in default of the obligation set forth in this paragraph, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 10. Assignment

Neither party may assign this Agreement without the written consent of the other party.

Section 11. Waiver

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No modification of this Agreement shall be binding unless in writing and signed by the party against whom sought to be enforced.

Section 12. Litigation Notice

Purchaser shall give the City prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the right of Purchaser to carry on its business or would materially and adversely affect its business, operations, properties, assets or condition.

Section 13. Force Majeure

Except as otherwise provided, neither party will be considered in default in its obligations, if the delay in performance is due to unforeseeable causes beyond its control and without its fault or negligence. Those unforeseeable causes include limitation, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, pandemics, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or material men due to any of those causes, but not including lack of financing or financial capacity of Purchaser.

Section 14. Entire Agreement

This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

Section 15. Binding Effect

This Agreement and the various rights and obligations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Section 16. Captions

The captions in this Agreement are for convenience only and shall not be considered a part of interpretation of any provision of this Agreement.

Section 17. Severability

This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, it will not affect the validity of all other provisions of this Agreement.

Section 18. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of Ohio, without regard to conflict of law provisions. The parties agree that any claim or dispute must be resolved by a state or municipal court located in Cuyahoga County, Ohio and the parties agree to submit to the personal jurisdiction of those courts for the purpose of litigating all such claims or disputes.

Section 19. Provisions Not Merged with the Deed

No provision of this Agreement is intended to or may be merged by reason of the Deed or any subsequent deeds, and neither the Deed nor any subsequent deed may be deemed to affect or impair the provisions and covenants of this Agreement.

Section 20. City Representatives Not Individually Liable

No member, official, or employee of the City may be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Purchaser or successor or on any obligations under the terms of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by those duly authorized on the day and year first above written.

CITY OF CLEVELAND HEIGHTS, OHIO, htta the
CLEVELAND HEIGHTS LAND
REUTILIZATION PROGRAM

Kahlil Seren, Mayor

PURCHASER:

FUTUREHEIGHTS, INC.

By: _____
Name: _____
Its: _____

EXHIBIT A

LIST OF THE PARCELS COMPRISING THE PROPERTY

Number	Street	PPN	Zoning
3281	Altamont	684-31-073	1FAMILY DET <10000
3403	Altamont	684-29-104	TWO FAMILY
3411	Altamont	684-29-102	TWO FAMILY
3432	Altamont	684-29-089	TWO FAMILY
3444	Altamont	684-29-092	TWO FAMILY
3344	Beechwood	684-28-041	1FAMILY DET <10000
	Beechwood	684-28-042	1FAMILY DET <10000
3402	Berkeley	684-26-067	1FAMILY DET <10000
3266	Desota	684-31-039	TWO FAMILY
3286	Desota	684-31-034	TWO FAMILY
3294	Desota	684-31-032	TWO FAMILY
3320	Desota	684-28-102	TWO FAMILY
3324	Desota	684-28-103	TWO FAMILY
3328	Desota	684-28-104	TWO FAMILY
3332	Desota	684-28-105	TWO FAMILY
3354	Desota	684-28-109	TWO FAMILY
3396	Desota	684-29-051	TWO FAMILY
3420	Desota	684-29-056	TWO FAMILY
3317	Desota	684-28-094	TWO FAMILY
3321	Desota	684-28-092	TWO FAMILY
3413	Desota	684-29-069	TWO FAMILY
3417	Desota	684-29-068	TWO FAMILY
3421	Desota	684-29-067	TWO FAMILY
3427	Desota	684-29-066	TWO FAMILY
1689	Lee	684-33-026	1FAMILY DET <10000
14514	Superior	684-25-059	1FAMILY DET <10000
3227	Redwood	684-25-034	1FAMILY DET <10000
3250	E. Overlook	687-01-081	1FAMILY DET <10000
3300	E. Overlook	687-01-069	1FAMILY DET <10000
2091	Goodnor	687-05-020	1FAMILY DET <10000
2107	Goodnor	687-05-024	1FAMILY DET <10000
2103	Goodnor	687-05-023	1FAMILY DET <10000
3190	Whitethorn	684-32-049	1FAMILY DET <10000
3160	Whitethorn	684-32-056	1FAMILY DET <10000
3223	Sycamore	684-32-037	TWO FAMILY
3211	Sycamore	684-32-035	TWO FAMILY
3206	Sycamore	684-33-008	TWO FAMILY
3212	Sycamore	684-33-007	TWO FAMILY
3206	Sycamore	684-33-008	TWO FAMILY
	Ivydale	684-33-072	TWO FAMILY
1687	Colonial	684-33-064	MED DEN APT
3205	Euclid Hts	684-30-009	MED DEN APT
	Euclid Hts	684-30-008	MED DEN APT
	Lee	684-30-040	MED DEN APT
1837	Lee	684-24-051	1FAMILY DET <10000
1841	Lee	684-24-050	1FAMILY DET <10000

Proposed: 09/02/2025

ORDINANCE NO. 176-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a real estate purchase agreement for the sale of 19 vacant residential lots located within the City to YRM Corp.; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio owns 19 vacant residential lots located throughout the City, which are more particularly identified on Exhibit A (the "Properties"); and

WHEREAS, the City desires to sell the Properties to YRM Corp. (the "Purchaser"), for redevelopment; and

WHEREAS, the City intends to sell the Properties to the Purchaser for the amount of \$1.00 per lot pursuant to a certain Real Estate Purchase Agreement, a copy 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 with the Purchaser for the sale of the Properties.

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 other actions necessary, to sell the Properties to the Purchaser. The Purchase Agreement shall be substantially in accordance with the form attached hereto as Exhibit A. The Purchase Price for each lot sold to purchaser shall be \$1.00. The Purchase Agreements 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 Properties to be sold are no longer needed for municipal purposes.

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.

ORDINANCE NO. 176-2025(PD)

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 Properties and to reduce blight within 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 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

ORDINANCE NO. 176-2025(PD)

See attached.

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement (the “Agreement”) is dated as of the ____ day of _____, 2025 (the “Effective Date”) between the CITY OF CLEVELAND HEIGHTS, OHIO, htta the CLEVELAND HEIGHTS LAND REUTILIZATION PROGRAM, an Ohio municipal corporation (the “City”) of 40 Severance Circle, Cleveland Heights, Ohio 44118 and YRM CORP., an Ohio for-profit corporation (the “Purchaser”) of 14618 Milverton, Cleveland, Ohio 44210.

- A. The City owns certain real property consisting of 19 lots of vacant land and identified by the Permanent Parcel Number assigned by the Cuyahoga County Fiscal Officer as set forth on Exhibit A and located within the City of Cleveland Heights, Ohio (the “Property” and each separate lot being referred to as a “Parcel”).
- B. The City wishes to sell the Property to Purchaser and the Purchaser wishes to purchase the Property from the City.
- C. The Purchaser agrees that it shall undertake and complete certain improvements on each Parcel within five (5) years of the Closing Date, which shall consist of constructing a single-family detached house upon each Parcel in compliance with all applicable City Property Zoning and Building Codes, including those specifically set forth in Chapters 1101 to 1337 of the City’s Codified Ordinances (the “Improvements”).

Now, therefore, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Sale of the Real Estate; Purchase Price

Subject to all of the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell each Parcel to Purchaser for the amount of One Dollar (\$1.00) (the “Purchase Price”), which shall be paid by the Purchaser in full at Closing for each Parcel.

Section 2. Deed

The City will convey each Parcel by quitclaim deed (the “Deed”) on the Closing Date for that Parcel, containing the restrictions and requirements set forth in this Agreement (the “Closing”).

On the Closing Date, the Deed shall be promptly filed with the Cuyahoga County Fiscal Officer for recordation in the Records of Cuyahoga County.

Section 3. Closing; Escrow Agent; Title Insurance

The City shall deliver the Deed and possession of each Parcel to Purchaser, and Purchaser shall pay the Purchase Price, on a mutually acceptable date (the “Closing Date”). In establishing the mutually acceptable Closing Date for each Parcel, Purchaser shall notify the City in writing of its proposed Closing Date for that Parcel, which shall be no sooner than fifteen (15) days from the date of the notice. Thereafter, the City and Purchaser shall cooperate with one another to effectuate the Closing for the Parcel on the Closing Date, with such extensions as reasonably necessary or agreed to by the City and Purchaser.

This Agreement shall remain in effect, and the terms contained herein shall apply to each Parcel, until such time as the Closing occurs for the sale of each Parcel subject hereto. In the event the Closing does not occur for any Parcel subject to this Agreement by the three-year anniversary of the Effective Date, then this

Agreement shall terminate and be of no force and effect to any remaining Parcels and Purchaser shall have no further right to those remaining Parcels.

Purchaser shall be entitled to possession of each Parcel on the Closing Date for that Parcel. The risk of loss for each Parcel shall pass to Purchaser on the Closing Date for that Parcel.

Purchaser may, in its sole discretion and at its own cost, obtain a title commitment and/or title insurance policy from a title company licensed to do business in Ohio for each Parcel. Should Purchaser not be satisfied with the condition of the title as set forth in the title commitment, Purchaser may, not later than ten (10) days before the Closing Date, terminate this Agreement as it pertains to that Parcel only.

The Closing shall occur at the office of the Law Director of the City, 40 Severance Circle, Cleveland Heights, Ohio 44118. However, in the event the Purchaser elects to obtain a title commitment, then the Closing shall occur at the offices of the title company issuing such title policy, who shall then serve as the as escrow agent (“Escrow Agent”) for the Closing. In such event, the parties agree that the Escrow Agent's usual conditions for closing shall be applicable, except as otherwise required to meet the terms of this Agreement.

The Purchaser shall pay the escrow fees, the costs of the recording of the Deed, and any transfer taxes or conveyance fees. The City will pay for the preparation of the Deed. In the event the Closing occurs without an Escrow Agent, Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the City on or before the Closing Date. If the Closing Occurs through the Escrow Agent, then Purchaser shall deliver the Purchase Price and the expenses and costs to be paid by Purchaser to the Escrow Agent on or before the Closing Date.

Section 4. Tax and Assessments; Utilities

Utilities, real estate taxes and assessments, general and special, levied against the Property for both the current tax year and any prior tax year that are not yet paid, if any, shall be assumed by the Purchaser upon Closing and payment of the same shall thereafter be the responsibility of the Purchaser.

Section 5. Inspection; Condition of the Property

Purchaser warrants that Purchaser has had the opportunity to inspect the Property and is purchasing the Property “*as is*” “*where is*” and “*with any and all defects*” whether latent or apparent. Furthermore, Purchaser expressly understands and agrees that tenants, squatters or other occupants may occupy the Property, that Purchaser is acquiring the Property with such knowledge, and that Purchaser, to the extent necessary, will follow any applicable Ohio laws in terminating any lease arrangements or evicting said persons.

Section 6. Notice

All notices provided for herein shall be sent by United States Certified Mail, return receipt requested, to the City and Purchase at the address set forth above. Notice to the City shall be provided to the Law Director and the Planning and Development Director. Either party shall have the right to designate a new address for the receipt of notices by providing notice under this Section 6.

Section 7. Default

In the event City defaults in its obligations under this Agreement, Purchaser may terminate this Agreement upon notice to the City, or Purchaser shall have the right to compel and/or enjoin the City to

specifically perform this Agreement, as its sole remedies. In the event Purchaser defaults in its obligations under this Agreement, City may terminate this Agreement upon notice to the Purchaser.

Section 8. Improvements; Revesting

Purchaser understands and agrees that the City is selling the Property to the Purchaser for the express purpose of Purchaser undertaking and completing the Improvements to each Parcel of the Property. As such, Purchaser expressly agrees that it shall undertake and complete the Improvements for each Parcel no later than the end of the fifth (5th) year following the Closing Date for that Parcel. If Purchaser fails to undertake and complete the Improvements for each Parcel by said date, the City shall have the right to reenter and take possession of that Parcel and to terminate and revest in City the estate conveyed by the Deed to Purchaser.

To secure Purchaser's obligation to undertake and complete the Improvements by said date, the Deed for each Parcel shall contain a condition subsequent to the effect that in the event Purchaser fails to undertake and complete the Improvements within five (5) years of the Closing Date for that Parcel, that the City may, at its option, declare the Purchaser to be in default of its obligation to undertake and complete the Improvements on that Parcel, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 9. Subsequent Sale; Reversion

Furthermore, the Purchaser shall only sell or otherwise convey each Parcel within five (5) years of the Closing Date for that Parcel to an owner-occupant of the Parcel. The Deed for each Parcel shall contain a condition that in the event Purchaser sells or otherwise conveys that Parcel within five (5) years of the Closing Date to any person other than an owner-occupant of that Parcel, that the City may, at its option, declare the Purchaser to be in default of the obligation set forth in this paragraph, and all of the rights and interests in that Parcel conveyed by the Deed to Purchaser, and the title, rights and interest of Purchaser, and any assigns or successors in interest, to and in that Parcel, shall revert to the City, provided, that the City's rights under this paragraph are subject to and limited by the rights of any mortgage holder upon that Parcel.

Section 10. Assignment

Neither party may assign this Agreement without the written consent of the other party.

Section 11. Waiver

No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No modification of this Agreement shall be binding unless in writing and signed by the party against whom sought to be enforced.

Section 12. Litigation Notice

Purchaser shall give the City prompt notice of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, or of any of the same which may be threatened, which, if adversely determined, would materially impair the right of Purchaser to carry on its business or would materially and adversely affect its business, operations, properties, assets or condition.

Section 13. Force Majeure

Except as otherwise provided, neither party will be considered in default in its obligations, if the delay in performance is due to unforeseeable causes beyond its control and without its fault or negligence. Those unforeseeable causes include limitation, acts of God or of the public enemy, acts of the federal or state government, acts or delays of the other party, fires, floods, unusually severe weather, pandemics, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or material men due to any of those causes, but not including lack of financing or financial capacity of Purchaser.

Section 14. Entire Agreement

This Agreement is the complete understanding of the parties. Any promise or condition not contained in this Agreement is not binding on the parties.

Section 15. Binding Effect

This Agreement and the various rights and obligations shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Section 16. Captions

The captions in this Agreement are for convenience only and shall not be considered a part of interpretation of any provision of this Agreement.

Section 17. Severability

This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, it will not affect the validity of all other provisions of this Agreement.

Section 18. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of Ohio, without regard to conflict of law provisions. The parties agree that any claim or dispute must be resolved by a state or municipal court located in Cuyahoga County, Ohio and the parties agree to submit to the personal jurisdiction of those courts for the purpose of litigating all such claims or disputes.

Section 19. Provisions Not Merged with the Deed

No provision of this Agreement is intended to or may be merged by reason of the Deed or any subsequent deeds, and neither the Deed nor any subsequent deed may be deemed to affect or impair the provisions and covenants of this Agreement.

Section 20. City Representatives Not Individually Liable

No member, official, or employee of the City may be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Purchaser or successor or on any obligations under the terms of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by those duly authorized on the day and year first above written.

CITY OF CLEVELAND HEIGHTS, OHIO, htta the
CLEVELAND HEIGHTS LAND
REUTILIZATION PROGRAM

Kahlil Seren, Mayor

PURCHASER:

YRM CORP.

By: _____
Name: _____
Its: _____

EXHIBIT A

LIST OF THE PARCELS COMPRISING THE PROPERTY

Number	Street	PPN	Zoning
3285	Kildare	687-06-036	1FAMILY DET <10000
3364	Kildare	687-07-107	1FAMILY DET <10000
3377	Kildare	687-07-078	1FAMILY DET <10000
3425	Kildare	687-07-090	1FAMILY DET <10000
3267	Meadowbrook	687-08-065	1FAMILY DET <10000
3540	Nordway	687-15-085	1FAMILY DET <10000
3452	Silsby	687-15-124	1FAMILY DET <10000
3520	Silsby	687-15-117	1FAMILY DET <10000
3599	Antisdale	683-18-048	1FAMILY DET <10000
3629	Grosvenor	683-23-022	1FAMILY DET <10000
1748	Lee	684-10-031	1FAMILY DET <10000
1770	Lee	684-10-025	TWO FAMILY
1836	Lee	684-11-013	TWO FAMILY
1840	Lee	684-11-012	TWO FAMILY
1481	Rydalmount	684-36-028	1FAMILY DET <10000
1535	Rydalmount	684-37-031	1FAMILY DET <10000
3171	Oak	684-33-034	1FAMILY DET <10000
3247	Oak	684-33-052	TWO FAMILY
3249	Oak	684-33-053	TWO FAMILY

Proposed: 08/18/2025

ORDINANCE NO. 167-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement with Park Landlord LLC for a commercial development loan in the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), to fund improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Park Landlord LLC is a subsidiary of Sustainable Community Associates IX, LLC, the owner of commercial property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus (the "Property"); and

WHEREAS, Park Landlord LLC and Sustainable Community Associates IX, LLC have requested a loan from the City in the sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), to undertake construction improvements to the Mendelsohn Building for the use of the same as an educational and cultural facility (the "Project") as part of an overall renovation of the Property; and

WHEREAS, the redevelopment of the Property will lead to job creation and the furtherance of economic, educational and cultural opportunities within the City; and

WHEREAS, this Council has determined that loan of funds for the Project and the overall redevelopment of the Property is in the best interest of the City and its residents.

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 any and all documents and take any actions necessary to make a loan to Park Landlord LLC in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (the "Loan"). The Loan shall be for a thirty (30) year term, bear interest at a rate of two percent (2%), shall be repaid with interest only payments for the first 10 years of the term and then equal monthly payments of principal and interest calculated upon a thirty (30) year amortization schedule for the balance of the term, with a balloon payment of the principal balance of the loan due on the Maturity Date as defined in the Loan Agreement referenced below, and shall be secured by a Guaranty Agreement executed by Sustainable Communities Associates IX, LLC. The Loan shall be substantially in accordance with a draft Loan Agreement, Promissory Note and Guaranty Agreement attached hereto as Exhibits "A", "B" and "C," with such revisions thereto as are not materially adverse to the City, which shall be conclusively evidenced by the execution of the same by the Mayor. The Loan

ORDINANCE NO. 167-2025(PD)

Agreement, Promissory Note and Guaranty Agreement shall be subject to the approval as to form by the Director of Law prior to execution.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Property. 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 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: _____, 2025

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Exhibit A

See attached.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”) is made and entered into this ____ day of October, 2025 (the “Effective Date”), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (“Lender”) and **PARK LANDLORD LLC**, an Ohio limited liability company (“Borrower”).

WHEREAS, Borrower is a single-purpose entity, owned in part by Sustainable Community Associates IX, LLC (“SCA”);

WHEREAS, SCA and/or Borrower is the owner of certain real property located at 3300 Mayfield Road, Cleveland Heights, Ohio 44118, identified as Parcel Nos. 68434015, 68434014 and 68435025 in the Cuyahoga County Records (the “Property”), which is more commonly known as the Park Synagogue Campus and is fully described on **Exhibit A**, attached hereto; and

WHEREAS, SCA and Borrower intend to undertake certain construction improvements to the Property, specifically the renovation and improvement of the Mendelsohn Building (the “Building”) for the use of the same as an educational and cultural facility (the “Project”); and

WHEREAS, to facilitate the Project, Borrower desires to borrow from Lender, and the Lender desires to provide Borrower, a certain loan, in the amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (the “Loan”); and

WHEREAS, Borrower intends to use the proceeds of the Loan, or to further loan or otherwise provide the proceeds of the Loan to SCA, for the purpose of paying the hard construction costs, as defined herein, related to the renovation and improvement of the Building, as further provided herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Loan. Lender hereby loans to Borrower the principal sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (the “Loan”), which shall be disbursed in accordance with Section 2 of this Agreement.

Borrower shall repay to Lender the principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), plus interest at the rate of two percent (2%), which interest shall commence accruing as of the execution of this Loan Agreement. Commencing on November 1, 2025, and continuing until October 1, 2035, Borrower shall pay to Lender equal monthly payments of interest only in the amount of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33). Thereafter, until the Maturity Date, Borrower shall pay to Lender equal monthly payments of principal and interest, based upon a 30-year amortization schedule, in the amount of Four Thousand Six Hundred Twenty and 24/100 Dollars (\$4,620.24). On the maturity date, Borrower shall pay the remaining principal balance.

This Note shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Payee on October 1, 2055, unless earlier provided in the Loan Agreement (“Maturity Date”).

The Loan and Borrower’s obligation to repay the same shall be evidenced by the promissory note in the form attached hereto as **Exhibit B** (the “Note”).

2. **Use of Funds; Disbursement.** The proceeds of the Loan shall be either (i) used by the Borrower to pay the hard construction costs reasonably incurred by Borrower for the renovation and improvement of the Building, or (ii) loaned or otherwise provided by the Borrower to SCA to pay the hard construction costs reasonably incurred by SCA to pay for the renovation and improvement of the Building, consistent with the improvement plans set forth on **Exhibit C**, attached hereto and incorporated herein. For purposes of this Agreement, hard construction costs shall mean the direct expenses associated with materials, labor, equipment and general conditions necessary to undertake the physical renovation or improvement of the structure, systems and finishes of the Building, including, but not limited to, the costs for concrete, steel, wood, roofing, interior finishes, mechanical and electrical systems, plumbing, landscaping, and foundations. Excluded therefrom are soft or indirect costs such as architectural fees, engineering, permits, financing, and legal costs. The proceeds of the Loan shall not be used in any manner other than as set forth in this Section.

Within three (3) business days after the execution of this Agreement, and all other Loan Documents, as defined below, the Lender shall deposit the full principal amount of the Loan into an interest-bearing escrow account at a federally insured financial institution mutually acceptable to both Lender and Borrower. All interest earned on such escrowed funds shall accrue for the benefit of the Borrower and shall be disbursed together with principal in accordance with the terms and conditions set forth in a certain Disbursement Agreement to be executed by Lender and Borrower, among other parties, concurrently with this Agreement (“Disbursement Agreement”). The disbursement of any amounts from the escrow account shall be subject strictly to the Disbursement Agreement, and no funds shall be released except as provided therein. The Disbursement Agreement shall provide that Loan proceeds disbursed from the escrow account shall be disbursed in parity and pro-rata proportion to all other funds held under the Disbursement Agreement for the purposes of paying the hard construction costs for the renovation and improvement of the Building.

3. **Maturity.** This Loan shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Lender on or before October 1, 2055 (“Maturity Date”). This Loan may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder.

4. Lender Costs and Fees. There shall be no costs or fees associated with the Loan that will be owed by Borrower to Lender.
5. Security. Concurrently with the execution and delivery of this Agreement and the Note, Borrower shall cause SCA to execute and deliver to Lender a certain Guaranty Agreement dated of even date herewith (“Guaranty Agreement”) whereby SCA shall guarantee the obligations of Borrower set forth in this Loan Agreement and the Note. Said Guaranty Agreement shall be in the form attached hereto as **Exhibit D.**
6. Default. For purposes of this Agreement and all documents delivered in connection herewith, including the Note, Guaranty Agreement and Disbursement Agreement (collectively, the “Loan Documents”), any one or more of the following shall be considered an “Event of Default”: (i) failure by Borrower to make any payment of principal, interest, and/or any late fees incurred in connection therewith, when and as due under this Agreement and the Note, if such nonpayment remains uncured for a period of ten (10) days after Borrower has been given written notice of the same; (ii) a material breach by Borrower of any term, condition, representation, warranty, or covenant contained in this Agreement or the Loan Documents, all subject to applicable notice and cure periods; (iii) failure by SCA to make any payment of principal, interest, and/or any late fees incurred in connection therewith, when and as due under the Guaranty Agreement, if such nonpayment remains uncured for a period of ten (10) days after SCA has been given written notice of the same; (iv) a material breach by SCA of any term, condition, representation, warranty, or covenant contained in the Guaranty Agreement, all subject to applicable notice and cure periods; (v) Borrower or SCA shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iv) any proceeding shall be instituted by or against Borrower or SCA, seeking to adjudicate Borrower or SCA bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of Borrower or SCA or the debts of Borrower or SCA under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Borrower or SCA or for any substantial part of the property of Borrower or SCA, and, in the case of any such proceeding instituted against Borrower or SCA such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) days from the date of entry thereof, or Borrower or SCA shall take any action to authorize or effect any of the actions set forth above in this Section. Borrower shall reimburse Lender for any costs, expenses, legal fees, and other out-of-pocket costs incurred by Lender as a result of, or in connection with, an Event of Default, including any litigation to enforce this Agreement and/or the Note.

Any Event of Default hereunder shall also afford the Lender any additional remedies set forth in the Loan Documents.

7. Conditions to Loan. This Agreement and Lender’s obligation to make the Loan to

Borrower hereunder shall become effective once the following conditions precedent shall have been satisfied in a manner satisfactory to Lender):

- a. Representations and Warranties; No Default. The following statements shall be true and correct: (i) the representations and warranties of Borrower contained in this Agreement and in each other Loan Document and certificate or other writing delivered to Lender on or before the Effective Date are true and correct on and as of the Effective Date; and (ii) on the Effective Date, no Event of Default has occurred and is continuing under this Agreement.
 - b. Legality. The obligations of Lender under this Agreement shall not contravene any law, rule or regulation applicable to Lender.
 - c. Delivery of Documents. The Loan Documents are executed by the Borrower and received by the Lender, or, in the case of the Guaranty Agreement, are executed by SCA and received by the Lender.
 - d. Proceedings; Receipt of Documents. All proceedings in connection with the transactions contemplated by this Agreement, and all documents incidental thereto, shall be reasonably satisfactory to Lender, and Lender shall have received all such information and such counterpart originals or certified or other copies of such documents as Lender may reasonably request.
 - e. Material Adverse Effect. Since the Effective Date, there has not been a “Material Adverse Effect,” defined as a material adverse effect on any of (a) the assets, properties or financial condition of the Borrower or SCA or (b) the legality, validity or enforceability of this Agreement or any of the other Loan Documents or (c) the aggregate rights and remedies of the Lender under this Agreement or any of the other Loan Documents.
8. Representations and Warranties of Borrower. Borrower represents and warrants to Lender as follows:
- a. Capacity. Borrower has the legal capacity and is authorized to execute, deliver and perform this Agreement and each other Loan Document to which Borrower is a party.
 - b. No Violation. The execution, delivery and performance by Borrower of each Loan Document to which Borrower is a party (i) do not and will not contravene any law or any contractual restriction binding on or otherwise affecting Borrower, or any of the properties of Borrower, and (ii) do not and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the properties of Borrower, other than the security interests created

by the Loan Documents.

- c. Approvals. Except for the approval by the members of the Borrower, and, if applicable, the board of directors of the Borrower, which has been given, no other authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body, and no consent of any other person or entity, is required for the due execution, delivery and performance by Borrower of any Loan Document to which Borrower is or will be a party.
- d. Enforceability of Loan Documents. Each Loan Document to which Borrower is a party constitutes, and each Loan Document to which Borrower will be a party, when delivered hereunder, will constitute, a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless whether considered in a proceeding in equity or at law.
- e. Litigation. There is no pending or, to the actual knowledge of Borrower, threatened action, suit or proceeding affecting Borrower before any court or other governmental authority or any arbitrator, which (i) if adversely determined, is reasonably likely to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of any transaction contemplated hereby.
- f. Compliance with Law. Borrower is not in violation of any law or any term of any material agreement or instrument binding on or otherwise affecting Borrower or any of the properties of Borrower, the violation of which could reasonably be expected to have a Material Adverse Effect.
- g. Taxes. All taxes and assessments imposed upon Borrower or any property of Borrower and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.
- h. Full Disclosure. Neither this Agreement nor any Loan Document to which Borrower is a party contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained herein or therein not misleading in any material respect in light of the circumstances under which they were made. There is no fact known to Borrower that materially adversely affects the financial condition of Borrower, or that otherwise is

reasonably likely to have a Material Adverse Effect, that has not been disclosed to Lender in writing prior to the Effective Date.

9. Affirmative Covenants. So long as any principal of or interest on the Loan or any other obligations (whether or not due) shall remain unpaid or Lender shall have any commitment hereunder, Borrower will, unless Lender shall otherwise consent in writing:

a. Reporting Requirements. Furnish to Lender:

- i. promptly after the commencement thereof but in any event not later than five (5) business days after service of process with respect thereto on, or the obtaining of knowledge thereof by, Borrower, notice of each action, suit or proceeding at law, in equity, in arbitration or before any other governmental authority or other regulatory body or arbitrator that could reasonably be expected to have a Material Adverse Effect;
- ii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of an Event of Default under this Agreement, which notice shall contain a brief description of the nature of such Event of Default and any action with respect thereto taken or contemplated to be taken by Borrower;
- iii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of either any default or event of default under any other agreement related to the Project, which notice shall contain a brief description of the nature of such default or event of default and any action with respect thereto taken or contemplated to be taken by Borrower; and
- iv. promptly upon request, such other information concerning the financial condition of Borrower as Lender from time to time may reasonably request.

- b. Compliance with Laws. Comply in all respects with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, (i) paying before the same become delinquent all taxes, assessments and governmental charges or levies imposed upon Borrower or upon any of Borrower's properties and (ii) paying all lawful claims which if unpaid might become a lien or charge upon any of Borrower's properties, except in each case to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof, unless the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

- c. Further Assurances. Do, execute, acknowledge and deliver, at the sole cost and expense of Borrower (provided such costs and expenses are reasonable and customary), all such further acts and assurances as Lender may reasonably require from time to time in order to better assure, convey, grant, assign, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Agreement, any Loan Document or any other instrument under which Borrower may be or may hereafter become bound to effect the intention or facilitate the performance of the terms of this Agreement.
10. Non-Discrimination. The Borrower employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Loan Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, state and local non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.
11. Changes to Agreements. This Agreement may only be amended or modified in writing with the execution of both parties hereto.
12. No Partnership or Agency. Except as explicitly set forth in this Agreement or any instrument delivered in connection herewith, nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between or among the parties, and no party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever.
13. Notices. Any notice required or permitted under this Agreement shall be deemed to be sufficiently given when sent by personal delivery or via registered or certified mail, postage prepaid, or delivered by overnight courier service to the following addresses:

If to Borrower: Park Landlord LLC
 2306 West 17th Street
 Suite 6
 Cleveland, Ohio 44113
 Attn:

With a copy to: Thompson Hine LLP
 3900 Key Center
 127 Public Square
 Cleveland, Ohio 44114
 Attn: Alan S. Ritchie

If to Lender: City of Cleveland Heights, Ohio
40 Severance Cir.
Cleveland Heights, OH 44118
Attn: Kahlil Seren, Mayor

With a copy to: Roetzel and Andress
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114
Attn: William Hanna

Notices served by certified mail shall be effective on the fifth business day after the date of mailing. Notice served by commercial overnight delivery shall be effective on the next business day following deposit with the overnight delivery company.

14. Authority of Borrower. Borrower represents and warrants to Lender that it is duly authorized to execute this Agreement and enter into the transaction contemplated herein.
15. Choice of Law; Jurisdiction; Venue. This Agreement will be construed under Ohio law without regard to the principles of the conflicts of laws. The parties agree that any dispute may be litigated only in state or federal courts situated in Cuyahoga County, Ohio. The parties agree to submit to personal jurisdiction in such courts and waive all questions of jurisdiction and venue with respect thereto.
16. Assignment. No party may assign its rights under this Agreement without the prior written consent of all parties hereto.
17. Entire Agreement. This Agreement and the Loan Documents and other agreements, documents and instruments delivered in connection herewith constitute the entire and sole agreement between the parties with respect to the Loan, it being agreed that there are no outside conditions, warranties, or agreements.
18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format (i.e., .pdf) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.
19. Waiver; Remedies. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any of the Loan Documents shall operate as a waiver thereof;

nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights and remedies of Lender under any Loan Document against any party thereto are not conditional or contingent on any attempt by Lender to exercise any of its rights and remedies under any other Loan Document against such party or against any other person or entity.

20. Severability. In case one or more of the provisions contained herein shall for any reason be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid, or illegal provisions had not been contained herein or if it is equitable under the circumstances, such unenforceable, invalid, or illegal provisions shall be reformed, amended, and/or construed so as to be enforceable, valid, and legal.
21. Exhibits. Any and all exhibits attached to this Agreement are incorporated herein by this reference.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the Effective Date.

LENDER:
CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio
municipal corporation

By: _____
Kahlil Seren, Mayor

Approved as to legal form and correctness:

William R. Hanna, Director of Law

BORROWER:
PARK LANDLORD LLC, an Ohio limited liability
company

By: _____

Name: _____

Its: _____

FISCAL OFFICER'S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2025 under the Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Cleveland, Ohio

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 3300 Mayfield Road, Cleveland Heights, Ohio 44118
Permanent Parcel Numbers 68434015, 68434014 and 68435025

[To be inserted.]

EXHIBIT B

NOTE

See attached.

EXHIBIT C
IMPROVEMENT PLANS

See attached.

EXHIBIT D
GUARANTY AGREEMENT

See attached.

**LEGAL DESCRIPTION
OF
PARCEL "A"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 409.77 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 05°53'38" East and passing through a 5/8" iron pin found (0.17 feet north and 0.17 feet east) on the southerly right of way of Mayfield Road being the northwesterly corner of Sublot No. 35 of the Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records at 42.91 feet, a total distance of 1093.62 feet to a 5/8" iron pin set;

Thence North 80°35'58" West, 245.00 feet to a 5/8"x30" iron pin set;

Thence North 19°18'47" West, 125.93 feet to a 5/8"x30" iron pin set;

Thence North 53°52'52" West, 62.00 feet to the easterly building line of an existing building;

Thence North 85°59'44" West, 69.00 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 81°57'20" West, 52.80 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 77°57'20" West, 150.00 feet to a Mag nail set in an asphalt walk;



Thence South $64^{\circ}47'07''$ West, 27.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $25^{\circ}12'53''$ West and passing through a $5/8''$ iron pin set on the southerly right of way of said Mayfield Road at 244.98 feet, a total distance of 285.00 feet to the centerline of Mayfield Road;

Thence North $62^{\circ}53'46''$ East along the centerline of Mayfield Road, 995.42 feet to the **Principal Place of Beginning**, containing 13.3785 acres of land of which 0.9076 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All $5/8'' \times 30''$ iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North $62^{\circ}53'46''$ East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.

October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "B"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 1,405.19 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 25°12'53" East and passing through a 5/8" iron pin set on the southerly right of way of said Mayfield Road at 40.02 feet, a total distance of 285.00 feet to a 5/8"x30" iron pin set;

Thence North 64°47'07" East, 27.00 feet to a Mag nail set;

Thence South 77°57'20" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 56°54'00" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 81°57'20" East, 52.80 feet to a 5/8"x30" iron pin set;

Thence South 56°54'00" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 85°59'44" East, 69.00 feet to the existing building line of an existing building;

Thence South 53°52'52" East, 62.00 feet to a 5/8"x30" iron pin set;

Thence South 19°18'47" East, 125.93 feet to a 5/8"x30" iron pin set;

Thence South 80°35'58" East, 174.82 feet to a 5/8"x30" iron pin set at a point of curvature;



Thence along a curve deflecting to the right, 229.46 feet, said curve having a radius of 333.89 feet, delta of $39^{\circ}22'31''$ and a chord that bears South $18^{\circ}22'17''$ West, 224.97 feet to a 5/8" iron pin set;

Thence South $39^{\circ}31'04''$ West, 218.47 feet to a 5/8"x30" iron pin set;

Thence North $50^{\circ}34'25''$ West, 519.79 feet to a 5/8"x30" iron pin set;

Thence South $62^{\circ}57'03''$ West, 100.00 feet to a 5/8"x30" iron pin set at the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North $25^{\circ}12'53''$ West along the easterly right of way of Sycamore Road and the easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records and passing through a 5/8" iron pin found (0.27 feet south and 0.16 feet west) on the southerly right of way of said Mayfield Road at 705.73, a total distance of 745.75 feet to the centerline of Mayfield Road;

Thence North $62^{\circ}53'46''$ East along the centerline of Mayfield Road, 100.00 feet to the **Principal Place of Beginning**, containing 8.1069 acres of land of which 0.0918 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North $62^{\circ}53'46''$ East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.



October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "C"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-35-001 AND P.P.N. 684-35-022**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 part of Sublot No. 5, in Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records and further bounded and described as follows:

Beginning at a 5/8" iron pipe in a monument box found on the centerline of Compton Road (50 feet wide), being North 00°36'34" West, 240.00 feet from the centerline of Euclid Heights Boulevard (80 feet wide) as dedicated in Volume 37, Page 14 of Cuyahoga County Map Records;

Thence South 89°20'30" West and passing through the westerly right of way of Compton Road at 25.02 feet and being the southerly line of Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records and the northerly line of The Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records, a total distance of 288.34 feet to a pointed stone monument found and being the **Principal Place of Beginning** of the premises herein described;

Thence South 89°20'30" West continuing along the northerly line of The Minor Heights Subdivision No. 1, 236.68 feet to a 5/8" iron pin found and capped (D.G. Bohning) at the northwesterly corner of Sublot No. 6;

Thence South 00°36'34" East along the westerly line of Sublot No. 6, 200.26 feet to a 5/8" iron pin found and capped (D.G. Bohning) (0.09 feet south and 0.05 feet west) on the northerly right of way of said Euclid Heights Boulevard;

Thence South 89°18'49" West along the northerly right of way of Euclid Heights Boulevard, 45.00 feet to a drill hole found (0.15 feet south and 0.04 feet west) at the southeasterly corner of land conveyed to Brooke Siggers (P.P.N. 684-35-020) by the deed dated July 6, 2023 and recorded in AFN 202307060183 of Cuyahoga County Records;



Thence North $00^{\circ}36'34''$ West along the easterly line of land so conveyed to Brooke Siggers, 120.00 feet to a $5/8''$ iron pin found (0.24 feet south and 0.08 feet east);

Thence South $89^{\circ}18'49''$ West along a northerly line of land so conveyed to Brooke Siggers, 5.00 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.17 feet south and 0.28 feet east);

Thence North $00^{\circ}36'34''$ West continuing along the easterly line of land so conveyed to Brooke Siggers, 80.28 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.02 feet south and 0.07 feet west);

Thence South $89^{\circ}20'30''$ West along the northerly line of land so conveyed to Brooke Siggers and the northerly line of said The Minor Heights Subdivision No. 1, 282.86 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) on a easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records;

Thence North $25^{\circ}12'53''$ West along The Shaker Heights Improvement Company's Subdivision No. 7, 626.62 feet to the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North $62^{\circ}57'03''$ East, 100.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence South $50^{\circ}34'25''$ East, 519.79 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $39^{\circ}31'04''$ East, 218.47 feet to a $5/8'' \times 30''$ iron pin set at a point of curvature;

Thence along a curve deflecting to the left, 229.46 feet, said curve having a radius of 333.89 feet, delta of $39^{\circ}22'31''$ and a chord that bears North $18^{\circ}22'17''$ East, 224.97 feet to a Mag nail set;

Thence South $80^{\circ}35'58''$ East, 70.18 feet to a $5/8''$ iron pin set on the westerly line of said Compton Heights Subdivision;

Thence South $05^{\circ}53'38''$ East along the westerly line of Compton Heights Subdivision, 649.75 feet to the **Principal Place of Beginning**, containing 7.3267 acres of land as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.



Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.



October 28, 2024

Brian Siebenthal



COGNOVIT PROMISSORY NOTE

\$1,250,000.00

Issue Date: October 1, 2025

FOR VALUE RECEIVED, PARK LANDLORD LLC, an Ohio limited liability company (the “Borrower”) promises to pay to the order of the CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation (the “Payee”) at its offices located at 40 Severance Circle, Cleveland Heights, Ohio 44118, or at such other place as the Payee may designate in writing, the principal sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00) (the “Loan”), plus interest, as set forth herein, but also subject to the credits set forth herein. This Note is secured by a certain Guaranty Agreement (“Guaranty Agreement”) executed of even date herewith by Sustainable Community Associates IX, LLC (“Guarantor”), and by such other collateral as previously may have been or may in the future be granted to the Payee to secure this Note. Capitalized words and terms not otherwise defined in this Note shall have the meaning assigned to them in that certain loan agreement entered into by Borrower and Payee dated as of even date hereof (the “Loan Agreement”).

Payment Terms and Maturity Date. Borrower shall pay to Payee the principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), plus interest at the rate of two percent (2%) per annum from the Issue Date set forth above. Commencing on November 1, 2025, and continuing until October 1, 2035, Borrower shall pay to Payee equal monthly payments of interest only in the amount of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33). Thereafter, until the Maturity Date, Borrower shall pay to Payee equal monthly payments of principal and interest, based upon a 30-year amortization schedule, in the amount of Four Thousand Six Hundred Twenty and 24/100 Dollars (\$4,620.24). On the maturity date, Borrower shall pay the remaining principal balance.

This Note shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Payee on October 1, 2055, unless earlier provided in the Loan Agreement (“Maturity Date”).

This Note may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder. Failure to exercise any right contained in this Note by the Payee shall not constitute a waiver of the right to exercise such right in the event of any subsequent default.

2. Events of Default. An “Event of Default” shall exist if any of the following occurs and is continuing:

- (a) Borrower fails to make any payment of principal or interest hereunder or any other payment required hereunder when and as the same becomes due;
- (b) Guarantor fails to make any payment of principal or interest hereunder or any other payment required hereunder and pursuant to the Guaranty Agreement when and as the same becomes due; or

- (c) an “Event of Default” occurs under the Loan Agreement or Guaranty Agreement, as defined therein.

Upon the occurrence of an Event of Default: (i) the outstanding principal balance, together with all accrued interest and any additional amounts payable hereunder or under the Guaranty Agreement shall be immediately due and payable without demand or notice of any kind; and (ii) the Payee may exercise from time to time any of the rights and remedies available under the Loan Agreement, the Guaranty Agreement or under applicable law.

Furthermore, Borrower 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 this Promissory Note becomes due during an event of default or upon its maturity, admit the maturity of this Note after the indebtedness evidenced by it becomes due either by lapse of time or by acceleration of maturity as a result of an Event of Default, and waive the issuance and service of process, enter appearance and confess a judgment against Borrower, as applicable, in favor of the Payee or other holder of this Note, for the amount then appearing due, together with costs of suit, including reasonable attorney fees, thereupon to release all errors and waive all rights of appeal and stay of execution. This warrant of attorney to confession of judgment is a separate warrant of attorney with respect to each of the undersigned. This warrant of attorney to confess judgment will remain in full force and effect so long as any portion of the indebtedness evidenced by this Note remains unpaid notwithstanding any judicial determination of the amount due, and any confession of judgment and subsequent vacation thereof will not constitute termination of this warrant of attorney to confess judgment.

3. General Provisions.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be given in the manner prescribed in the Loan Agreement.

(b) Delay Not Prejudicial to Payee. No delay or omission on the Payee’s part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Payee’s action or inaction impair any such right or power.

(c) Payee’s Remedies Cumulative. The Payee’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Payee may have under the Loan Agreement, Guaranty Agreement, at law, or in equity, and such remedies may be exercised concurrently, independently, or successively, in any order whatsoever.

(d) No Oral Modification. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Payee.

(e) Payee's Costs and Expenses. The Borrower agrees to pay on demand, to the extent permitted by law, all reasonable costs and expenses incurred by the Payee in the enforcement of its rights in this Note and in any security therefore, including without limitation reasonable out-of-pocket fees and expenses of the Payee's counsel.

(f) Partial Invalidity; Severability. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect.

(g) Waivers. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment, and demand, with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein. The Borrower also waives all defenses based on suretyship or impairment of collateral.

(h) Successors and Assigns Bound. This Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Payee and its successors and assigns.

(i) Governing Law; Jurisdiction. This Note has been delivered to and accepted by the Payee and will be deemed to be made in Cuyahoga County, Ohio. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PAYEE AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.**

(j) No Course of Dealing. No course of dealing on the part of the Payee, and no delay or failure on the part of the Payee to exercise any right shall operate as a waiver of such right or otherwise prejudice the Payee's rights, powers and remedies.

(k) Payments. The Borrower shall pay principal and all other amounts payable hereunder, or under the Loan Agreement, without any deduction whatsoever, including any deduction for any setoff or counterclaim.

The Borrower acknowledges that it has read and understood all the provisions of this Note and has been advised by counsel as necessary or appropriate. The Borrower further acknowledges that it has received a copy of this Note.

THIS NOTE DOES NOT ARISE OUT OF A "CONSUMER LOAN" OR "CONSUMER TRANSACTION" AS DEFINED IN OHIO REVISED CODE SECTION 2323.13 (E).

[Balance of Page Left Intentionally Blank.]

WAIVER OF RIGHT TO TRIAL BY JURY

BORROWER ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN BORROWER AND PAYEE, THE COMMERCIAL NATURE OF THE TRANSACTION OUT OF WHICH THIS NOTE ARISES WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS NOTE OR TO ANY OF THE OTHER INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE.

THEREFORE, BORROWER VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN PAYEE AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN BORROWER AND PAYEE IN CONNECTION WITH THIS NOTE, OR ANY DOCUMENTS EXECUTED OR DELIVERED IN CONNECTION WITH THIS NOTE OR THE TRANSACTIONS RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT TO PAYEE TO ENTER INTO THE LOAN. THIS PROVISION WILL NOT AFFECT, WAIVE, LIMIT, AMEND, OR MODIFY PAYEE'S ABILITY TO PURSUE ITS REMEDIES INCLUDING BUT NOT LIMITED TO, ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS NOTE, OR THE GUARANTY, OR THE AGREEMENT RELATED TO THIS NOTE.

[Balance of Page Left Intentionally Blank. Signature Page to Follow.]

DISCLOSURE

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 CA USE.

The Borrower has executed this Note in Cuyahoga County, Ohio and has executed and delivered this Note as of the day and year first set forth above.

PARK LANDLORD LLC, an Ohio limited liability company

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by _____, the _____ of Park Landlord LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public



TRAILS, PATHS & HARDSCAPE IMPROVEMENTS **PARK SYNAGOGUE - FRIENDS OF MENDELSON**

EXHIBIT B
1 OF 6
AUGUST 2025



LEGEND



EXISTING LIGHT POLE

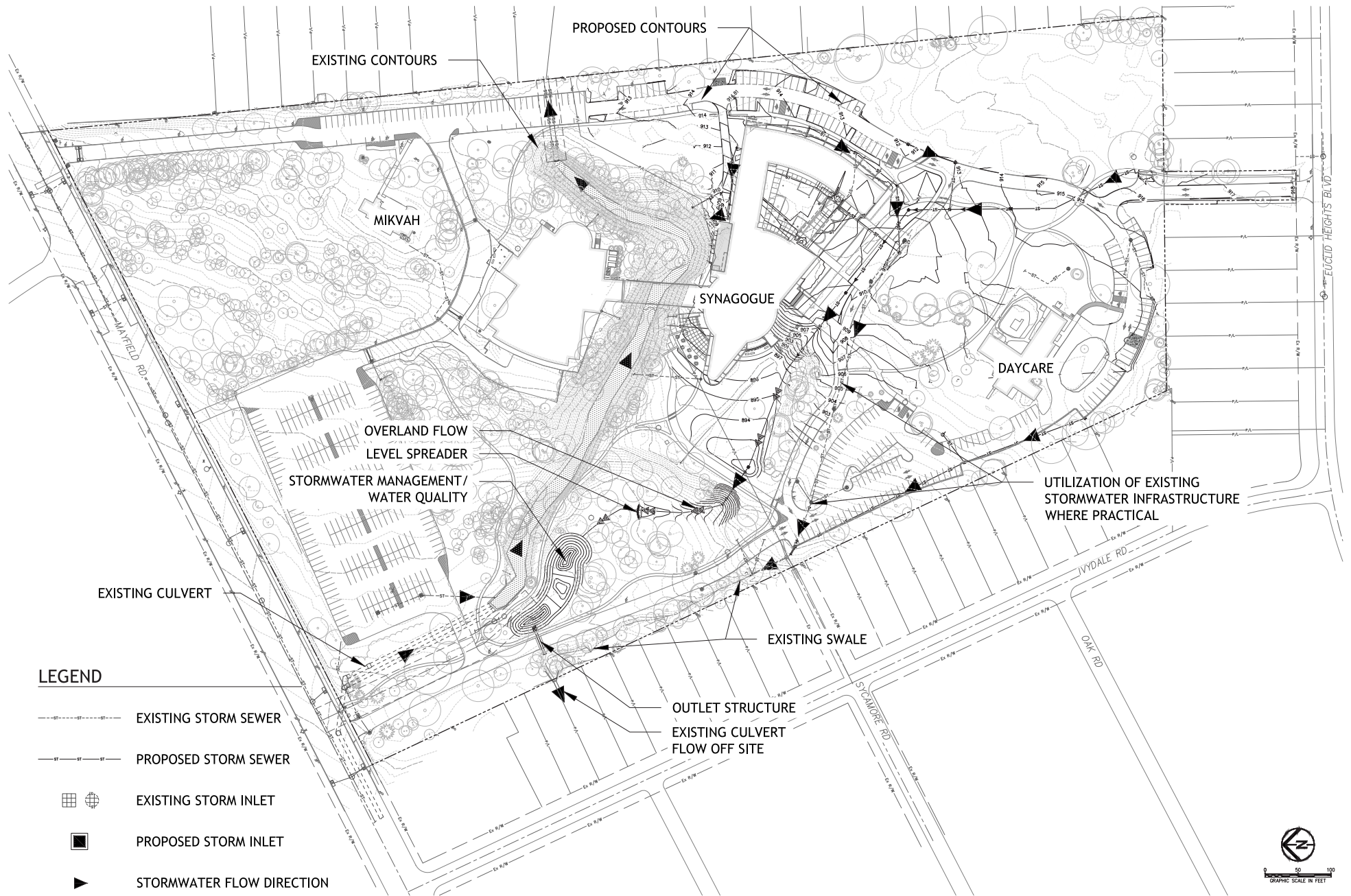


PROPOSED LIGHT POLE

SITE LIGHTING

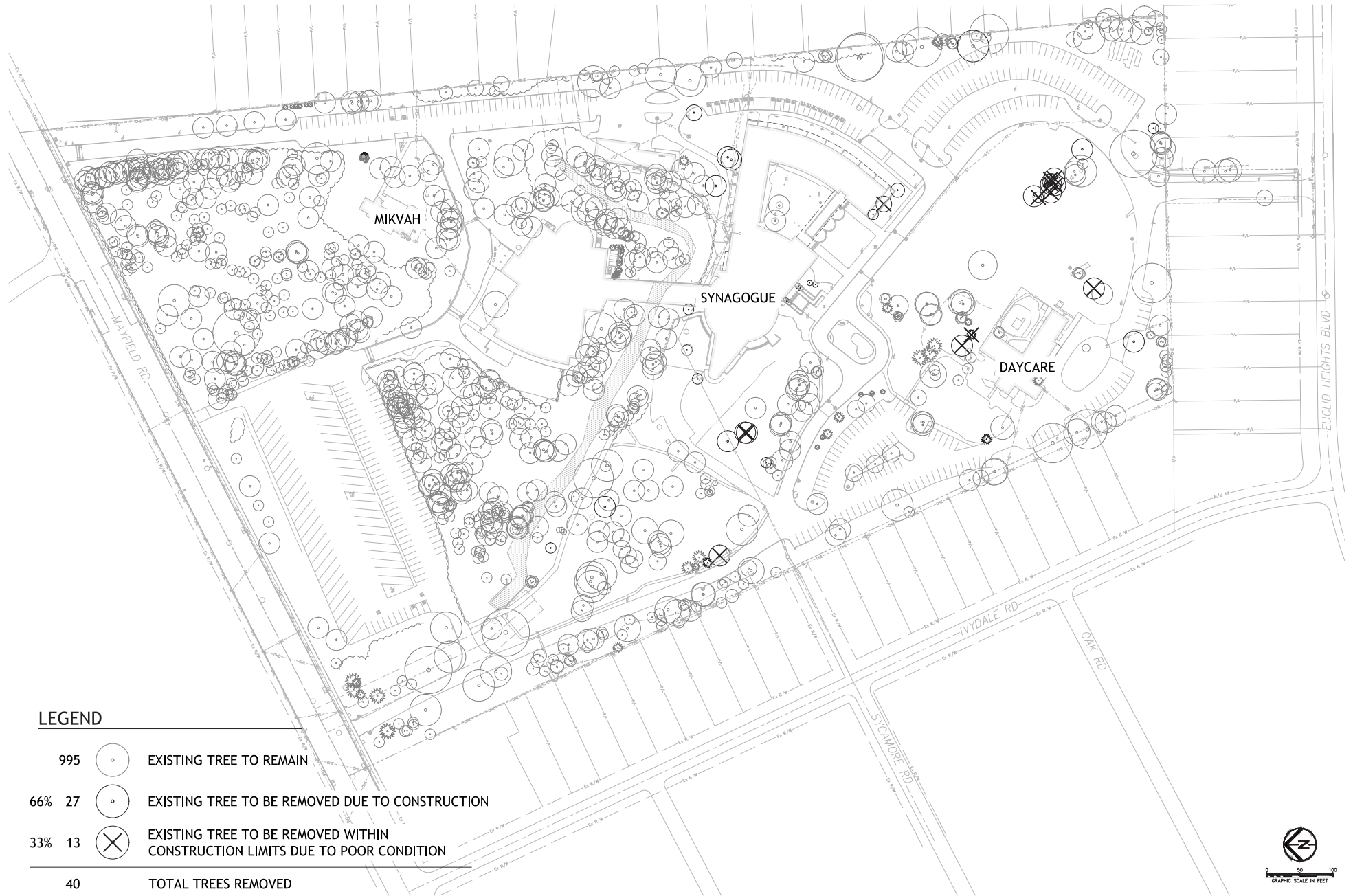
PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
2 OF 6
AUGUST 2025



TOPOGRAPHY & STORMWATER MANAGEMENT PARK SYNAGOGUE - FRIENDS OF MENDELSON

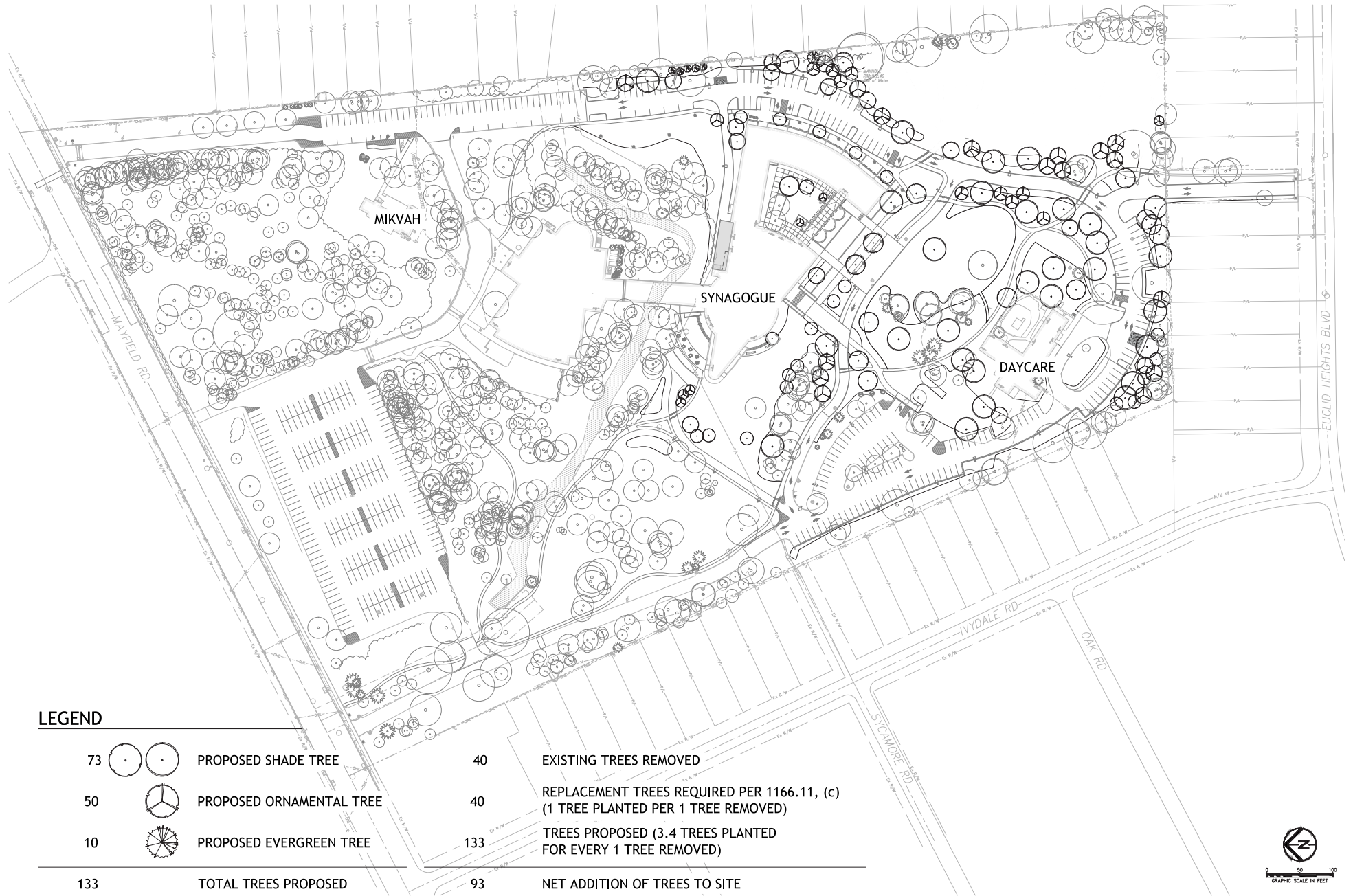
EXHIBIT B
3 OF 6
 AUGUST 2025



TREE PRESERVATION: REMOVALS

PARK SYNAGOGUE - FRIENDS OF MENDELSON

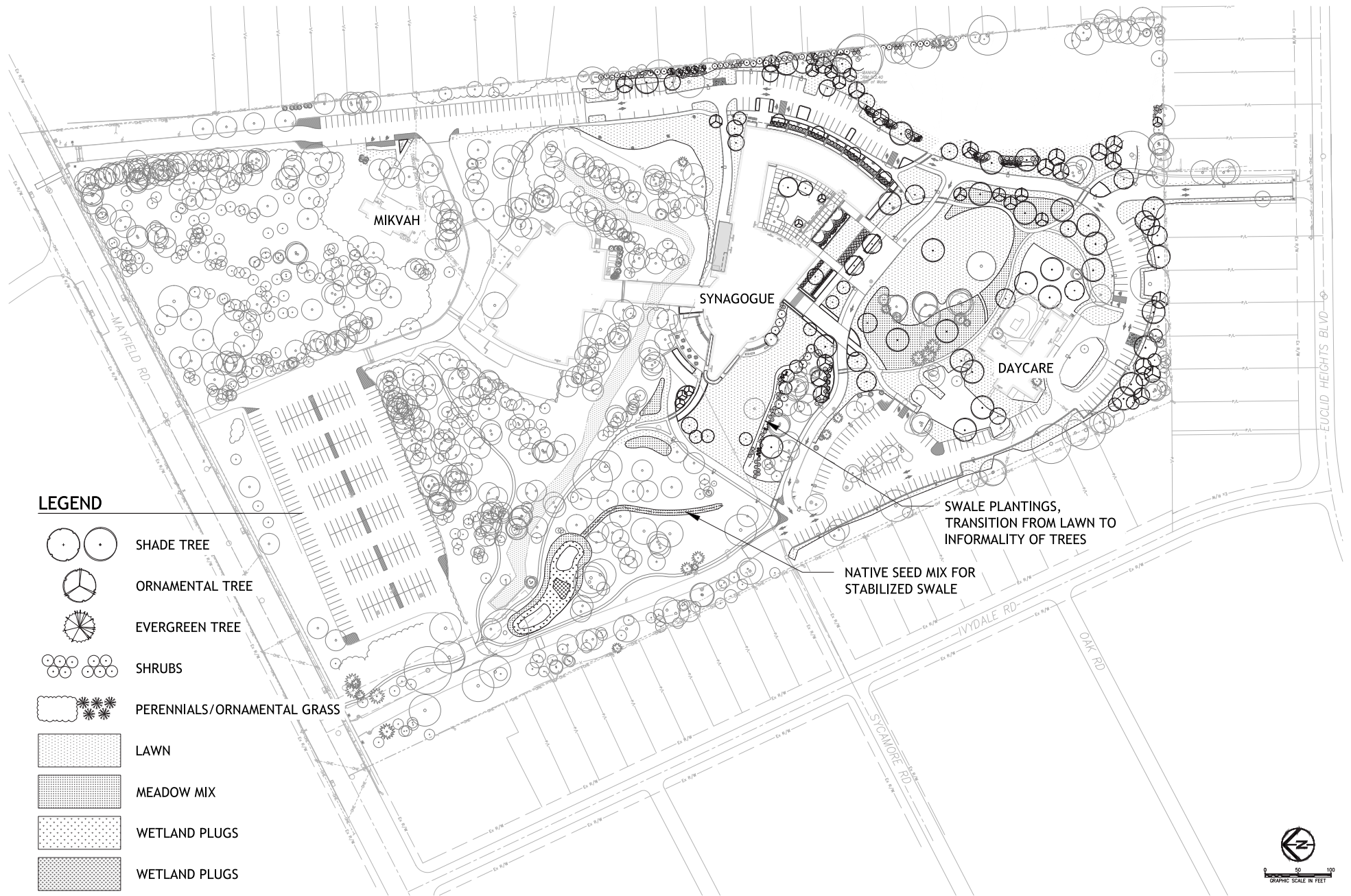
EXHIBIT B
4 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION

PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
5 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION & LANDSCAPING PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
6 OF 6
AUGUST 2025

GUARANTY AGREEMENT

THIS GUARANTY ("Guaranty") is made and issued this 1st day of October, 2025, by SUSTAINABLE COMMUNITY ASSOCIATES IX, LLC, an Ohio limited liability company ("Guarantor"), in order to induce the CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio municipal corporation and political subdivision ("City"), to enter into and lend money to PARK LANDLORD LLC, an Ohio limited liability company, (the "Borrower") under a certain loan agreement dated of even date herewith between the City and Borrower, ("Loan Agreement"). Reference is made to the Loan Agreement for a description of the transaction of which this Guaranty is a part. All capitalized terms not specifically defined in this Guaranty will have the meanings given them in the Loan Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is acknowledged by the Guarantor, the Guarantor, for itself, its successors and assigns unconditionally, absolutely, promises and guarantees: (i) the punctual and full payment of the principal and interest on the Loan, that was made by the City to Borrower under the Loan Agreement as well as other amounts payable by Borrower as set forth or referred to in the Loan Agreement for the entire term of the Loan, as the same may be extended by the City and Borrower, and (ii) the prompt observance and performance by the Borrower of all of the covenants, agreements, and other provisions in and arising out of the Loan Agreement on its part to be observed and performed for the entire term of the Loan, as the same may be extended by the City and Borrower (collectively, the "Obligations").

The Guarantor grants to the City, at the City's discretion, with or without additional consideration, without prejudice to the rights of the City under this Guaranty and without the necessity of obtaining further consent from or giving notice to the Guarantor, the right to deal in any manner with the Borrower under the Loan Agreement or the Note, both of which may be amended from time to time, signed by Borrower and dated of event date herewith, or any security at any time held for the payment of the Note or for the performance of the other obligations guaranteed by this Guaranty.

Guarantor waives notice of any and all acceptances of this Guaranty. Guarantor further agrees that the Guaranty may not be discharged or affected by the fact that the Loan Agreement or the Note or any provision of them may be held to be invalid, illegal, or unenforceable for any reason. This Guaranty will remain in full force and effect notwithstanding any legal, contractual, or other restriction, limitation, or bar to the City's proceeding against the Borrower or its properties and assets.

This Guaranty will be liberally construed in favor of the City. Guarantor intends that this Guaranty be absolute, continuing, and unconditional in any and all circumstances and that this Guaranty may only be discharged by the complete payment by the Borrower (or Guarantor) of all debts, liabilities, and obligations of the Borrower guaranteed by this Guaranty and completion of the Project.

The City's rights will be reinstated and revived, and this Guaranty will be fully enforceable, with respect to any amount at any time paid on account of the obligations that later are required to be restored or returned by the City as a result of the bankruptcy, insolvency, or reorganization of Borrower, Guarantor, or other person, or as a result of any other fact or circumstance, all as though the amount had not been paid.

The Guarantor specifically waives any claims or rights to require payment of the Note by the Borrower, or to require any action or proceeding by the City against the Borrower on the Note, the Loan Agreement, or with respect to payment of any of the Obligations; or to require the City to exhaust any and all remedies against the Borrower, Guarantor, or any other person guaranteeing the Note, or any security held by or for the City, before proceeding against the Guarantor on this Guaranty.

The Guarantor will have no right of reimbursement, subrogation, contribution, exoneration, indemnification, set off, or any right to participate in any claim or remedy of City against the Borrower with respect to, or as a result of payment in full from the Borrower; and the Guarantor waives, releases, and discharges any right of exoneration that the Guarantor may have with respect to the Borrower (or the Guarantor) of all debts, liabilities, and obligations owing from Borrower to the City.

The Guarantor waives acceptance and notice of acceptance of this Guaranty. The Guarantor further waives presentment and demand of payment, protest, and notice of dishonor and protest, or other notice of any and all Obligations upon the Guarantor or the Borrower with respect to the Note or this Guaranty, as the case may be. The Guarantor also waives promptness in commencing suit and/or in giving any notice to or in making any claim or demand upon the Borrower or the Guarantor, and agrees that no action or omission of any kind on the part of the City will in any event affect or impair this Guaranty. Moreover, Guarantor waives notice of sale or other disposition of any collateral or security now held or later acquired by City.

Guarantor agrees that the City may, without notice to or further consent from Guarantor, release or modify any collateral, security, or other guaranties now held or later acquired, or substitute other collateral, security, or other guaranties, and no such action will release, discharge, or modify the duties of Guarantor under this Guaranty.

The City's delay in the exercise of any right or remedy will not operate as a waiver, and no final or partial exercise by the City of any right or remedy will preclude other or further exercises of the right or remedy or the exercises of any other right or remedy.

The Guarantor authorizes any attorney at law to appear in any court of record of the State of Ohio, or any other state in the United States at any time after this Guaranty becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgment in favor of the City against the undersigned, for the amount of principal and interest then appearing due upon this Guaranty, together with costs of suit, and to release all errors and waive all right of appeal.

If any Obligation of Borrower is assigned by City, this Guaranty will inure to the benefit of City's assignee, and to the benefit of any subsequent assignee, to the extent of the assignment or assignments, providing that no assignment will operate to relieve Guarantors, or any of them, from any duty to City under this Guaranty with respect to any unassigned obligation. In the event that any one or more provisions contained in this Guaranty or any application of them is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remainder provisions continue and any other application of them will not in any way be affected or impaired.

If any part of this Guaranty should happen to violate an applicable law, all other parts of this Guaranty will be unaffected. This Guaranty will be construed and enforced in accordance with the laws of the State of Ohio and venue for any legal proceedings concerning this Guaranty shall be the Cuyahoga County Court of Common Pleas.

THIS GUARANTY DOES NOT ARISE OUT OF A "CONSUMER LOAN" OR "CONSUMER TRANSACTION" AS DEFINED IN OHIO REVISED CODE SECTION 2323.13 (E).

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WAIVER OF RIGHT TO TRIAL BY JURY

GUARANTOR ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN GUARANTOR AND CITY, THE COMMERCIAL NATURE OF THE TRANSACTION OUT OF WHICH THIS GUARANTY ARISES WOULD MAKE ANY SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS GUARANTY OR TO ANY OF THE OTHER INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HEREWITH.

[Balance of Page Left Intentionally Blank; Signature Page to Follow.]

DISCLOSURE

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.

Guarantor acknowledges that it has read the provisions of this Guaranty and agrees to its terms.

SUSTAINABLE COMMUNITY ASSOCIATES
IX, LLC, an Ohio limited liability company

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by _____, the _____ of Sustainable Community Associates IX, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

Proposed: 08/18/202

ORDINANCE NO. 168-2025(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a grant agreement with Friends of Mendelsohn in the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), to fund trails, walkways, sidewalks, site lighting and landscaping improvements to the real property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Friends of Mendelsohn, in coordination with Sustainable Community Associates Ltd., intends to participate in the redevelopment of the commercial property located at 3300 Mayfield Road, Permanent Parcel Nos. 68434015, 68434014 and 68435025, and more commonly known as the Park Synagogue Campus (the "Property"); and

WHEREAS, Friends of Mendelsohn and Sustainable Community Associates Ltd. have requested that the City grant the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to Friends of Mendelsohn to undertake improvements to the trails, walkways, sidewalks, site lighting and landscaping on the Property (the "Project") as part of an overall renovation of the Property; and

WHEREAS, the redevelopment of the Property will lead to job creation and the furtherance of economic, educational, cultural and recreational opportunities within the City; and

WHEREAS, as additional consideration of the aforementioned grant, the City will receive a permanent public easement for public use of the trails, walkways and sidewalks located upon the Property during reasonable hours; and

WHEREAS, this Council has determined that approving the grant for the benefit of the Project and the overall redevelopment of the Property is in the best interest of the City and its residents.

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 a Grant Agreement and any and all other documents and to take any actions necessary to make a grant to Friends of Mendelsohn in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). The Grant Agreement shall be substantially in accordance with a draft

ORDINANCE NO. 168-2025(PD)

Grant Agreement attached hereto as Exhibit "A", with such revisions thereto as are not materially adverse to the City, which shall be conclusively evidenced by the execution of the same by the Mayor. The Grant Agreement shall be subject to the approval as to form by the Director of Law prior to execution.

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

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the timely redevelopment of the Property. 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: _____, 2025

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Exhibit A

See attached.

GRANT AGREEMENT
between the
THE CITY OF CLEVELAND HEIGHTS
and
FRIENDS OF MENDELSON

THIS GRANT AGREEMENT is made as of the date of the last signature below by and between the City of Cleveland Heights, Ohio (the “GRANTOR”), an Ohio municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, with its principal place of business located at 40 Severance Circle, Cleveland Heights, Ohio, and FRIENDS OF MENDELSON (the “GRANTEE”), an Ohio non-profit corporation with its principal place of business located at _____.

WITNESSETH:

WHEREAS, the GRANTOR desires to grant to GRANTEE the sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) out of its general fund, or some other fund duly designated by the GRANTOR (the “Grant Funds”), for the purpose of improving certain walking trails, paths, sidewalks, including excavation and site clearing necessary for the same, site lighting and tree preservation, reforestation and landscaping in conjunction with the redevelopment of the property located at 3300 Mayfield Road, Cleveland Heights, Ohio 44118, identified as Parcel Nos. 68434015, 68434014 and 68435025 in the Cuyahoga County Records (the “Property”), which is more commonly known as the Park Synagogue Campus and is fully described on Exhibit A, attached hereto (the “Project”); and

WHEREAS, the GRANTOR desires to grant the Grant Funds for the purpose of creating jobs in the City of Cleveland Heights, providing additional recreational opportunities in the City of Cleveland Heights, and providing for the revitalization of underused property within the City of Cleveland Heights; and

WHEREAS, the GRANTOR’S Council has approved the grant of the Grant Funds pursuant to Resolution No. _____.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE and PAYMENT.

The GRANTOR agrees to pay to GRANTEE, as set forth herein, the Grant Funds in the amount of Seven Hundred Fifty and 00/100 Dollars (\$750,000.00), which shall be disbursed in accordance with this Section.

SECTION 2 USE OF GRANT FUNDS; DISBURSEMENT.

The Grant Funds shall be used by GRANTEE to pay the hard construction costs reasonably incurred by Borrower for the improvement of certain walking trails, paths, sidewalks, including

excavation and site clearing necessary for the same, site lighting and tree preservation, reforestation and landscaping, consistent with the improvement plan set forth as **Exhibit B**, attached hereto and incorporated herein by reference. For purposes of this Agreement, hard construction costs shall mean the direct expenses associated with materials, labor, equipment and general conditions necessary to undertake the physical improvement of the trails, paths, sidewalks and site lighting in connection with the trails, paths and sidewalks, tree preservation, reforestation and landscaping, including, but not limited to, the costs for excavation, grading, site clearing, paving, planting, seeding, installing and equipping all hard surfaces, gravel surfaces, pervious surfaces, plants, dirt, stone, rock, lighting equipment and lighting and similar improvements. Excluded therefrom are soft or indirect costs such as architectural fees, engineering, permits, financing, and legal costs. The Grant Funds shall not be used in any manner other than as set forth in this Section.

Within three (3) business days after the execution of this Agreement, GRANTOR shall deposit the full amount of the Grant Funds into an interest-bearing escrow account at a federally insured financial institution mutually acceptable to both GRANTOR and GRANTEE. All interest earned on such escrowed funds shall accrue for the benefit of the GRANTEE and shall be disbursed together with Grant Funds in accordance with the terms and conditions set forth in a certain Disbursement Agreement to be executed by GRANTOR and GRANTEE, among other parties, concurrently with this Agreement (“Disbursement Agreement”). The disbursement of any amounts from the escrow account shall be subject strictly to the Disbursement Agreement, and no funds shall be released except as provided therein. The Disbursement Agreement shall provide that the Grant Funds disbursed from the escrow account shall be disbursed on a 1:1 match basis to pay for the eligible costs set forth above. Funds used to match the Grant Funds shall be spent by the GRANTEE, or its agent, Sustainable Community Associates IX, LLC, on any eligible cost for which the Grant Funds may be used, plus any hard construction costs, as the same is defined above, for interior drives, other necessary site lighting, stormwater improvements and stormwater pollution protection, plaza improvements and other hardscaping, provided that the same are undertaken in accordance with the improvement plans set forth in **Exhibit B**.

SECTION 3 TERMINATION; RECOUPMENT.

Upon the breach of any term of this Grant Agreement by the GRANTEE or upon mismanagement of the Grant Funds or any misfeasance or malfeasance by the GRANTEE, the GRANTOR has the right to terminate the grant award by giving reasonable written notice of termination to GRANTEE, in whole or part; demand the immediate repayment of all Grant Funds received by the GRANTEE from the GRANTOR that have not been disbursed; recover any sums paid under this Agreement to the GRANTEE; demand immediate return of the Grant Funds from any escrow account; temporarily withhold cash payments pending correction of deficiency under this Agreement by the GRANTEE; or take all other actions available under Ohio law.

SECTION 4 DISSOLUTION.

If for any reason, the GRANTEE is ever dissolved, the GRANTOR has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the GRANTOR remaining in

the GRANTEE'S possession or control, or otherwise in escrow, including, but not limited to, the grant monies disbursed under this Grant Agreement.

SECTION 5 REPORTS AND RECORDS.

The GRANTEE agrees to maintain and provide to the GRANTOR upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the GRANTOR and/or State of Ohio to audit and verify that the Grant Funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- Other records and reports as required by the GRANTOR to enable it to comply with local, state, and federal statutes and regulations.
- The GRANTEE shall maintain all records related to this Grant Agreement for three (3) years after the GRANTOR makes final disbursement under the Disbursement Agreement all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 3-year period, whichever is later.
- Copies of all records related to the Disbursement Agreement, including any documentation provided as required by the Disbursement Agreement.

The GRANTOR shall have the right of access during normal business hours to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to this Grant Agreement in order to make audits or examinations.

SECTION 6 GRANT OF EASEMENT.

In consideration of the grant of the Grant Funds provided for herein, GRANTEE shall grant to GRANTOR, or shall cause the title owner of the Property to grant to GRANTOR, a permanent public easement for the general public to use the trails located, and to be located upon the Property, in the form attached hereto as **Exhibit C**.

SECTION 7 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.

SECTION 8 INDEPENDENT CONTRACTOR.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The

GRANTEE shall at all times remain an 'independent contractor' with respect to its performance under this Grant Agreement.

SECTION 9 SUCCESSORS AND ASSIGNMENT.

The GRANTOR and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the GRANTOR nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 10 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 11 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, state and local non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 12 DISPUTE RESOLUTION.

In event of any dispute between the Parties concerning this Agreement: (i) the designated representatives of each party will first negotiate in good faith to resolve the dispute; (ii) if the Parties are unable to resolve the dispute within 30 days, the parties will have the right to initiate voluntary, non-binding mediation conducted by mutually agreed-upon mediator; and (iii) if the parties are unable to resolve the dispute within 60 days after initiating mediation, any party will have the right to submit the dispute to litigation (or, if the Parties so elect, binding arbitration). Any party will retain the right to seek injunctive relief in a court of competent jurisdiction if necessary to protect its rights in its confidential information. Each Party will bear its own fees and expenses in resolving any dispute.

SECTION 13 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the Cuyahoga County Court of Common Pleas.

SECTION 14 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 15 PUBLIC RECOGNITION AND SUPPORT.

The GRANTEE shall recognize the GRANTOR on all printed materials and promotional media related to this Agreement and the Project. When there are press releases, photographs, newsletters or any published materials about this grant, the contributions of the GRANTOR shall be acknowledged and the GRANTOR shall be included on any and all mailing distributions.

[Signature on Following Page]

The parties hereunto have caused this GRANT AGREEMENT to be executed in duplicate on the date of the last signature below.

**CITY OF CLEVELAND HEIGHTS
“GRANTOR”**

Kahlil Seren, Mayor

Date: _____

**FRIENDS OF MENDELSON
“GRANTEE”**

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
IMPROVEMENT PLANS

See attached.

EXHIBIT C
PERMANENT PUBLIC EASEMENT

See attached.

**LEGAL DESCRIPTION
OF
PARCEL "A"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 409.77 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 05°53'38" East and passing through a 5/8" iron pin found (0.17 feet north and 0.17 feet east) on the southerly right of way of Mayfield Road being the northwesterly corner of Sublot No. 35 of the Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records at 42.91 feet, a total distance of 1093.62 feet to a 5/8" iron pin set;

Thence North 80°35'58" West, 245.00 feet to a 5/8"x30" iron pin set;

Thence North 19°18'47" West, 125.93 feet to a 5/8"x30" iron pin set;

Thence North 53°52'52" West, 62.00 feet to the easterly building line of an existing building;

Thence North 85°59'44" West, 69.00 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 81°57'20" West, 52.80 feet to a 5/8"x30" iron pin set;

Thence North 56°54'00" West, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 77°57'20" West, 150.00 feet to a Mag nail set in an asphalt walk;



Thence South $64^{\circ}47'07''$ West, 27.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $25^{\circ}12'53''$ West and passing through a $5/8''$ iron pin set on the southerly right of way of said Mayfield Road at 244.98 feet, a total distance of 285.00 feet to the centerline of Mayfield Road;

Thence North $62^{\circ}53'46''$ East along the centerline of Mayfield Road, 995.42 feet to the **Principal Place of Beginning**, containing 13.3785 acres of land of which 0.9076 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All $5/8'' \times 30''$ iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North $62^{\circ}53'46''$ East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.

October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "B"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-34-001 AND P.P.N. 684-35-001**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 and further bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box found (0.07 feet north and 0.00 feet east) at the intersection of the centerline of Compton Road (50 feet wide) and the centerline of Mayfield Road (U.S. Route 322) (80 feet wide);

Thence South 62°53'46" West along the centerline of Mayfield Road, 1,405.19 feet to a point and being the **Principal Place of Beginning** of the premises herein described;

Thence South 25°12'53" East and passing through a 5/8" iron pin set on the southerly right of way of said Mayfield Road at 40.02 feet, a total distance of 285.00 feet to a 5/8"x30" iron pin set;

Thence North 64°47'07" East, 27.00 feet to a Mag nail set;

Thence South 77°57'20" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 56°54'00" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence North 81°57'20" East, 52.80 feet to a 5/8"x30" iron pin set;

Thence South 56°54'00" East, 150.00 feet to a 5/8"x30" iron pin set;

Thence South 85°59'44" East, 69.00 feet to the existing building line of an existing building;

Thence South 53°52'52" East, 62.00 feet to a 5/8"x30" iron pin set;

Thence South 19°18'47" East, 125.93 feet to a 5/8"x30" iron pin set;

Thence South 80°35'58" East, 174.82 feet to a 5/8"x30" iron pin set at a point of curvature;



Thence along a curve deflecting to the right, 229.46 feet, said curve having a radius of 333.89 feet, delta of 39°22'31" and a chord that bears South 18°22'17" West, 224.97 feet to a 5/8" iron pin set;

Thence South 39°31'04" West, 218.47 feet to a 5/8"x30" iron pin set;

Thence North 50°34'25" West, 519.79 feet to a 5/8"x30" iron pin set;

Thence South 62°57'03" West, 100.00 feet to a 5/8"x30" iron pin set at the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North 25°12'53" West along the easterly right of way of Sycamore Road and the easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records and passing through a 5/8" iron pin found (0.27 feet south and 0.16 feet west) on the southerly right of way of said Mayfield Road at 705.73, a total distance of 745.75 feet to the centerline of Mayfield Road;

Thence North 62°53'46" East along the centerline of Mayfield Road, 100.00 feet to the **Principal Place of Beginning**, containing 8.1069 acres of land of which 0.0918 acres are within the right of way of Mayfield Road as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.



October 28, 2024

Brian Siebenthal

P.S. No. 8740

Date



**LEGAL DESCRIPTION
OF
PARCEL "C"
3300 MAYFIELD ROAD
PART OF P.P.N. 684-35-001 AND P.P.N. 684-35-022**

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio and known as being part of Euclid Township Lot No. 14 and 15 part of Sublot No. 5, in Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records and further bounded and described as follows:

Beginning at a 5/8" iron pipe in a monument box found on the centerline of Compton Road (50 feet wide), being North 00°36'34" West, 240.00 feet from the centerline of Euclid Heights Boulevard (80 feet wide) as dedicated in Volume 37, Page 14 of Cuyahoga County Map Records;

Thence South 89°20'30" West and passing through the westerly right of way of Compton Road at 25.02 feet and being the southerly line of Compton Heights Subdivision as shown by the recorded plat in Volume 33, Page 10 of Cuyahoga County Map Records and the northerly line of The Minor Heights Subdivision No. 1 as shown by the recorded plat in Volume 40, Page 26 of Cuyahoga County Map Records, a total distance of 288.34 feet to a pointed stone monument found and being the **Principal Place of Beginning** of the premises herein described;

Thence South 89°20'30" West continuing along the northerly line of The Minor Heights Subdivision No. 1, 236.68 feet to a 5/8" iron pin found and capped (D.G. Bohning) at the northwesterly corner of Sublot No. 6;

Thence South 00°36'34" East along the westerly line of Sublot No. 6, 200.26 feet to a 5/8" iron pin found and capped (D.G. Bohning) (0.09 feet south and 0.05 feet west) on the northerly right of way of said Euclid Heights Boulevard;

Thence South 89°18'49" West along the northerly right of way of Euclid Heights Boulevard, 45.00 feet to a drill hole found (0.15 feet south and 0.04 feet west) at the southeasterly corner of land conveyed to Brooke Siggers (P.P.N. 684-35-020) by the deed dated July 6, 2023 and recorded in AFN 202307060183 of Cuyahoga County Records;



Thence North $00^{\circ}36'34''$ West along the easterly line of land so conveyed to Brooke Siggers, 120.00 feet to a $5/8''$ iron pin found (0.24 feet south and 0.08 feet east);

Thence South $89^{\circ}18'49''$ West along a northerly line of land so conveyed to Brooke Siggers, 5.00 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.17 feet south and 0.28 feet east);

Thence North $00^{\circ}36'34''$ West continuing along the easterly line of land so conveyed to Brooke Siggers, 80.28 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) (0.02 feet south and 0.07 feet west);

Thence South $89^{\circ}20'30''$ West along the northerly line of land so conveyed to Brooke Siggers and the northerly line of said The Minor Heights Subdivision No. 1, 282.86 feet to a $5/8''$ iron pin found and capped (D.G. Bohning) on a easterly line of The Shaker Heights Improvement Company's Subdivision No. 7 as shown by the recorded plat in Volume 93, Page 2 of Cuyahoga County Map Records;

Thence North $25^{\circ}12'53''$ West along The Shaker Heights Improvement Company's Subdivision No. 7, 626.62 feet to the intersection of the easterly terminus and centerline of Sycamore Road (40 feet wide);

Thence North $62^{\circ}57'03''$ East, 100.00 feet to a $5/8'' \times 30''$ iron pin set;

Thence South $50^{\circ}34'25''$ East, 519.79 feet to a $5/8'' \times 30''$ iron pin set;

Thence North $39^{\circ}31'04''$ East, 218.47 feet to a $5/8'' \times 30''$ iron pin set at a point of curvature;

Thence along a curve deflecting to the left, 229.46 feet, said curve having a radius of 333.89 feet, delta of $39^{\circ}22'31''$ and a chord that bears North $18^{\circ}22'17''$ East, 224.97 feet to a Mag nail set;

Thence South $80^{\circ}35'58''$ East, 70.18 feet to a $5/8''$ iron pin set on the westerly line of said Compton Heights Subdivision;

Thence South $05^{\circ}53'38''$ East along the westerly line of Compton Heights Subdivision, 649.75 feet to the **Principal Place of Beginning**, containing 7.3267 acres of land as surveyed and described by Brian Siebenthal, P.S. No. 8740 of The Riverstone Company in September of 2024 and subject to all legal highways, restrictions, reservations and easements.



Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS8646-PS8740"

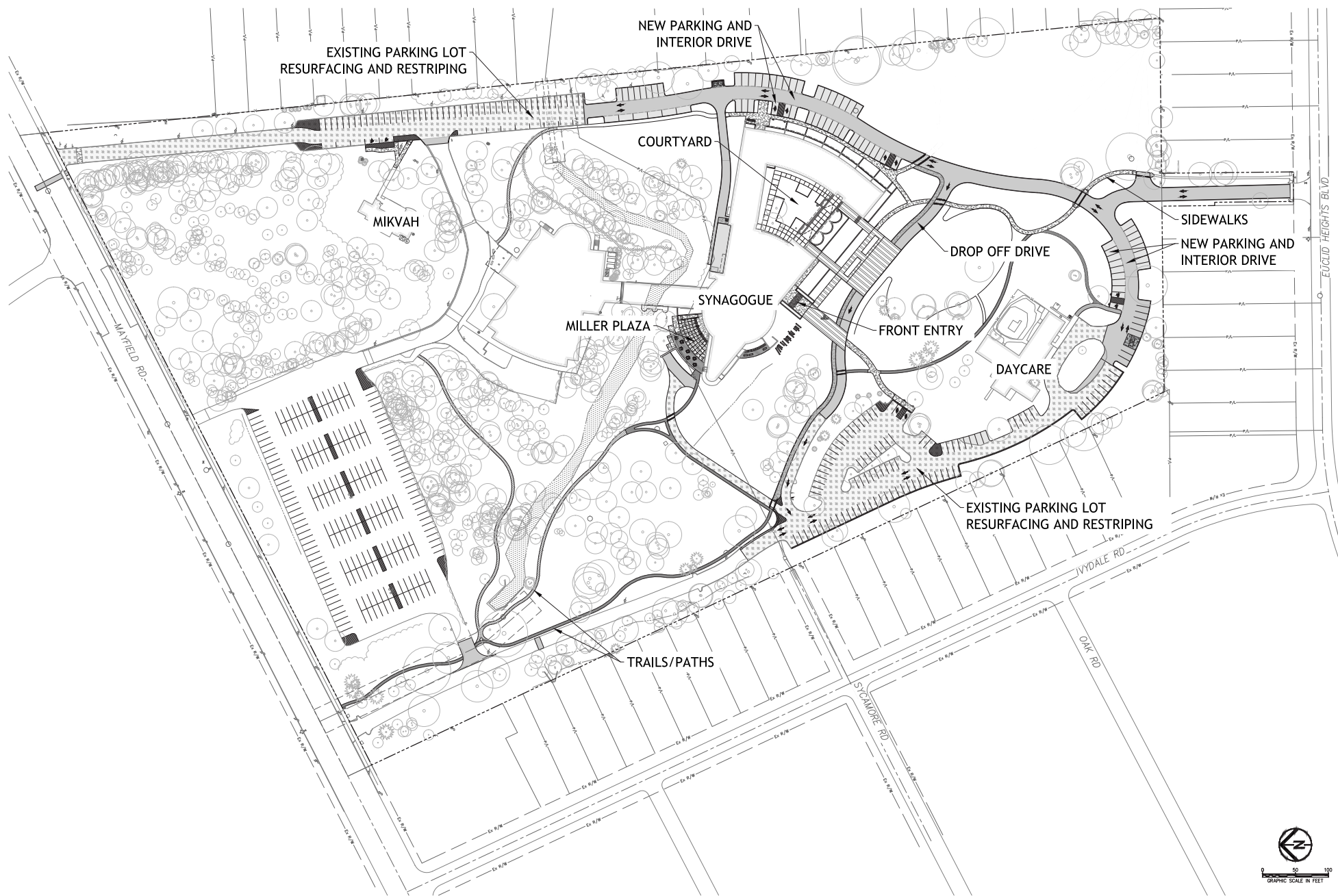
Basis of Bearings: The centerline of Mayfield Road as North 62°53'46" East is an assumed bearing and is used to indicate angles only.

Deed of Reference: Land conveyed to Sustainable Community Associates IX, LLC by the deed dated October 10, 2023 and recorded in AFN 202310100220 of Cuyahoga County Records.

October 28, 2024

Brian Siebenthal





TRAILS, PATHS & HARDSCAPE IMPROVEMENTS PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
1 OF 6
AUGUST 2025



LEGEND



EXISTING LIGHT POLE

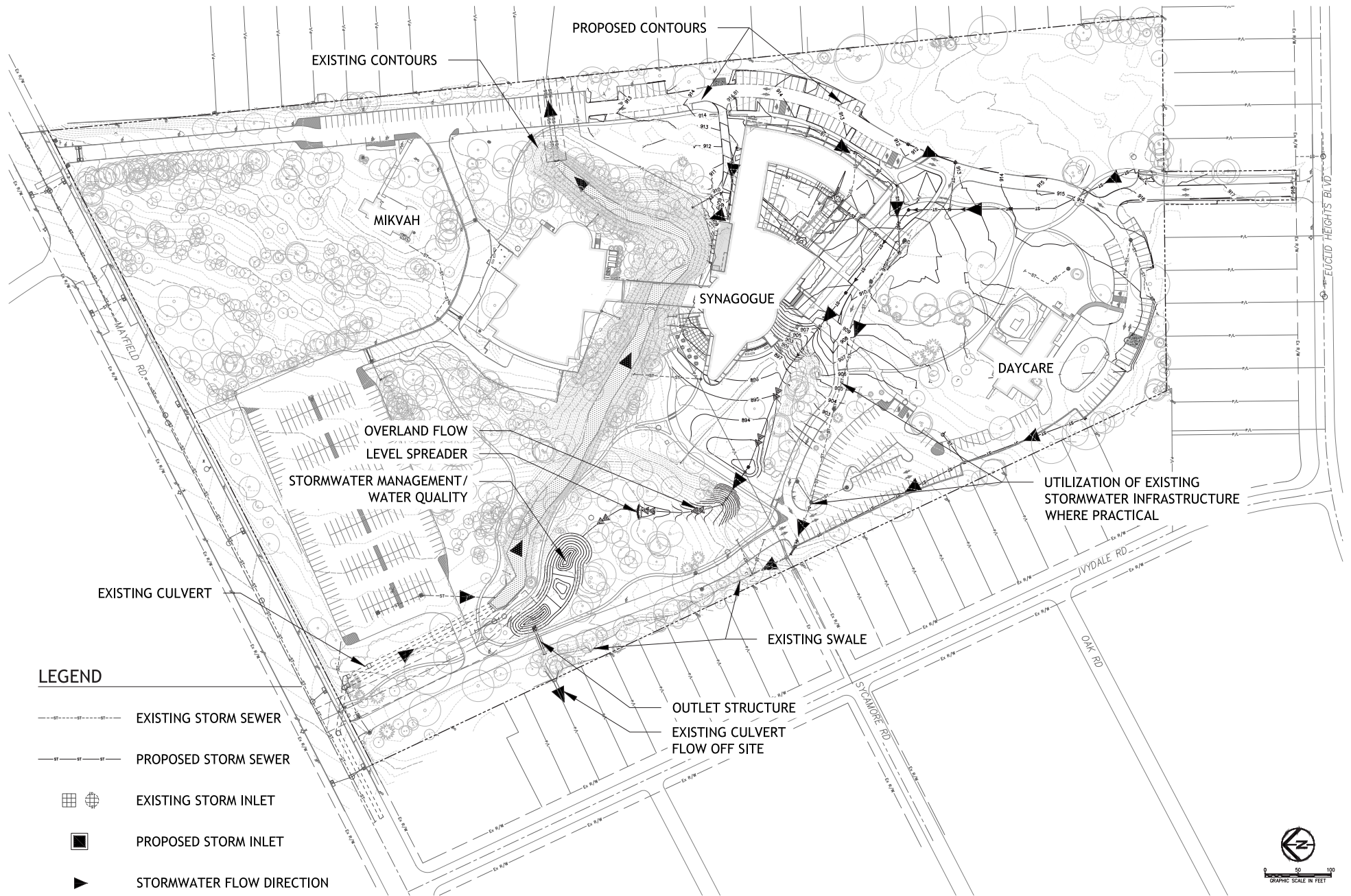


PROPOSED LIGHT POLE

SITE LIGHTING

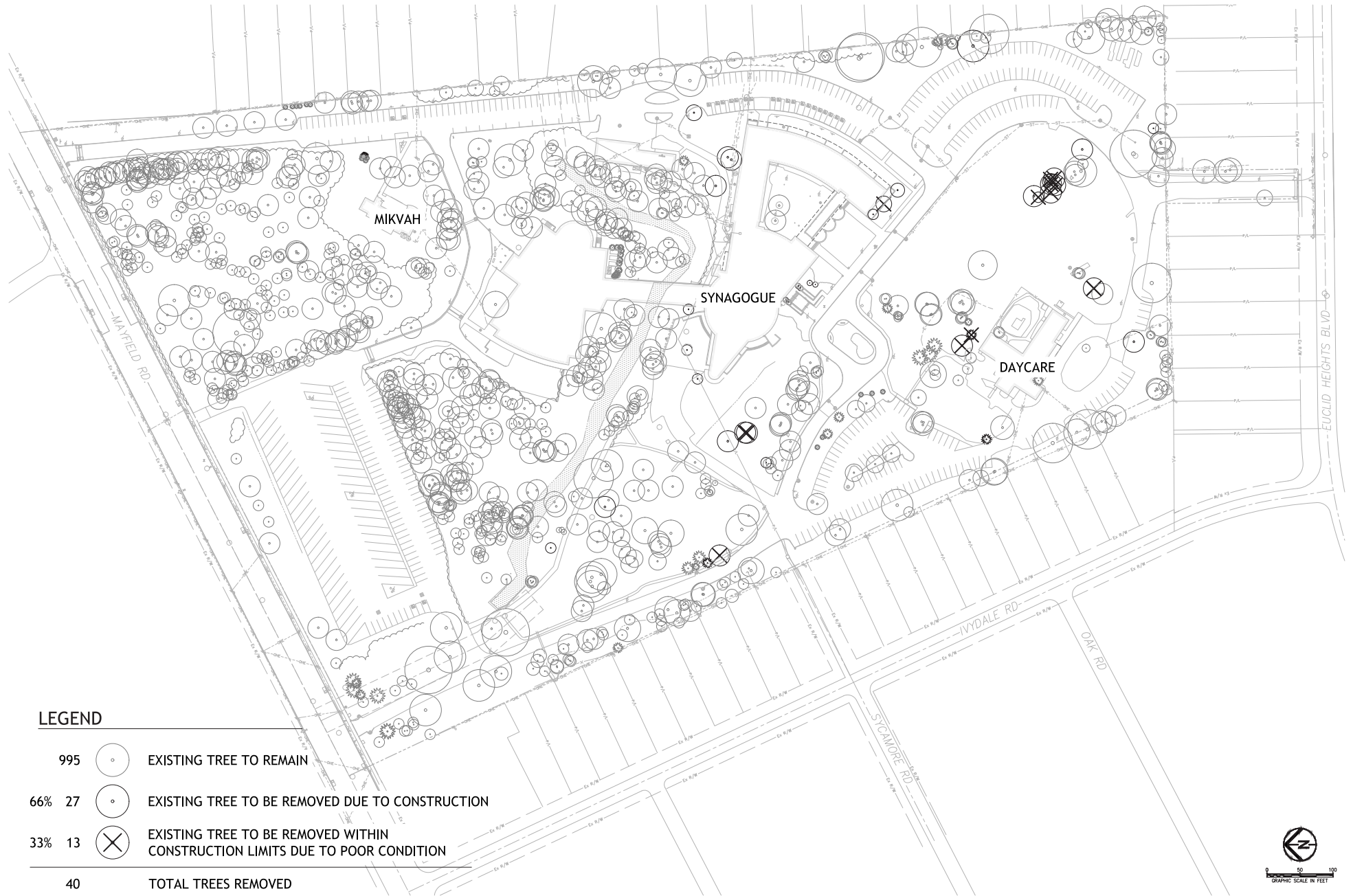
PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
2 OF 6
AUGUST 2025



TOPOGRAPHY & STORMWATER MANAGEMENT PARK SYNAGOGUE - FRIENDS OF MENDELSON

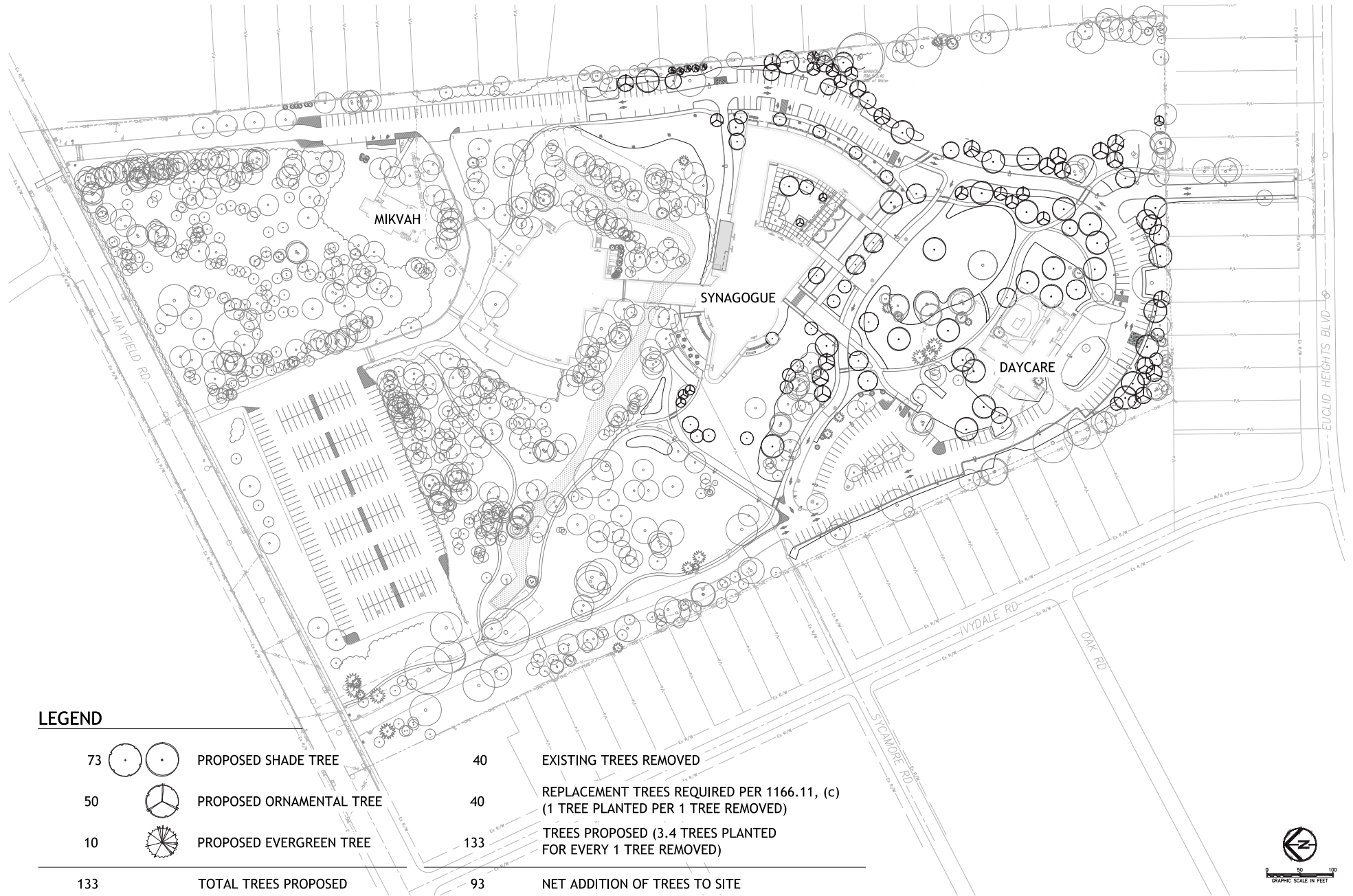
EXHIBIT B
3 OF 6
 AUGUST 2025



TREE PRESERVATION: REMOVALS

PARK SYNAGOGUE - FRIENDS OF MENDELSON

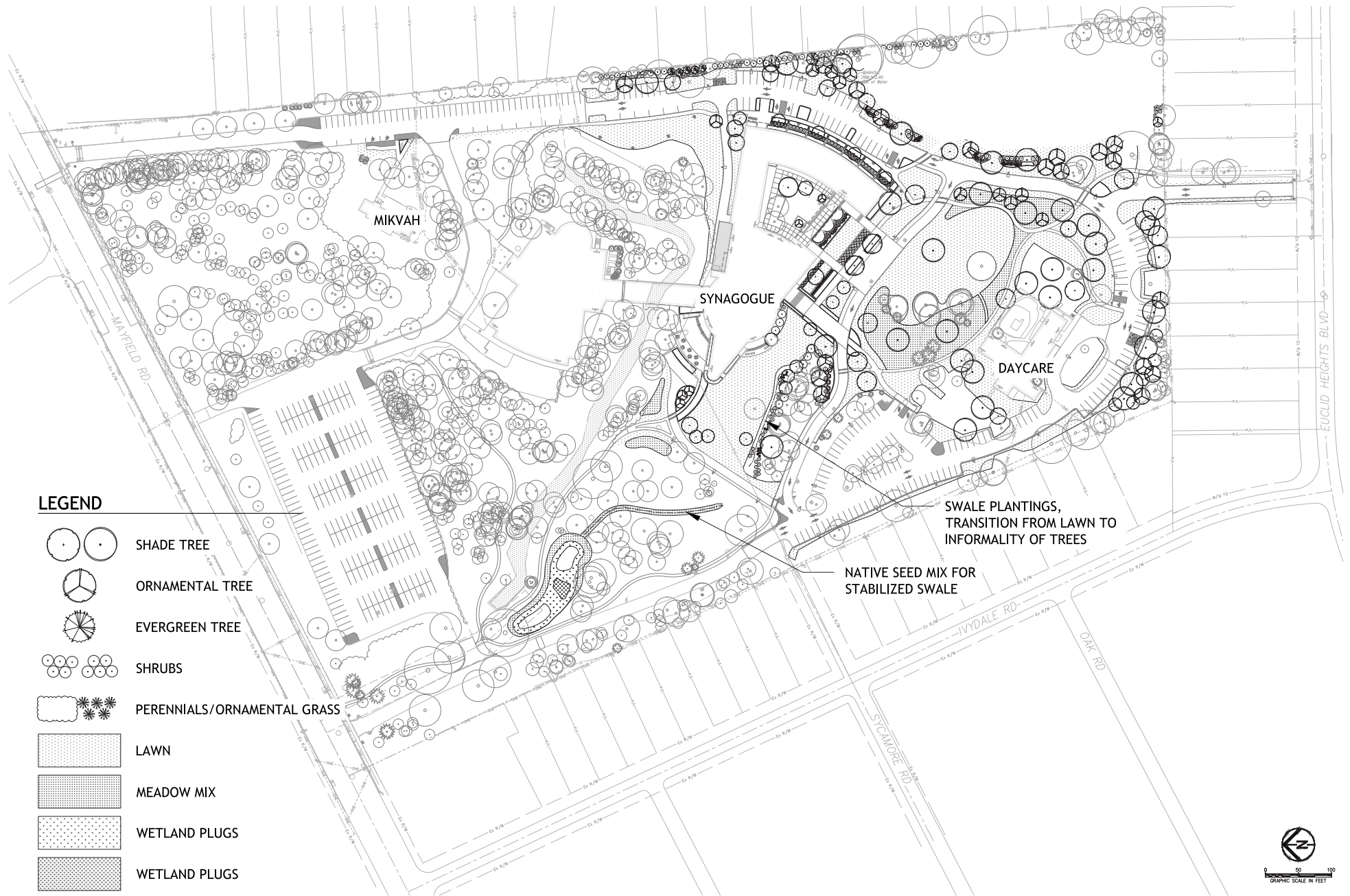
EXHIBIT B
4 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION

PARK SYNAGOGUE - FRIENDS OF MENDELSON

EXHIBIT B
5 OF 6
AUGUST 2025



TREE PRESERVATION: REFORESTATION & LANDSCAPING **PARK SYNAGOGUE - FRIENDS OF MENDELSON**

EXHIBIT B
 6 OF 6
 AUGUST 2025

PUBLIC PEDESTRIAN ACCESS EASEMENT

THIS PUBLIC PEDESTRIAN ACCESS EASEMENT, made this _____ day of _____, 2025, by **Sustainable Community Associates IX, LLC**, its successors and/or assigns, having its principal place of business at 2306 W 17th Street, Suite 6, Cleveland Heights, OH 44113 and **Friends of Mendelsohn**, its successors and assigns, having its principal place of business at 3300 Mayfield Rd., Cleveland Heights, OH 44118 (collectively, the “Grantors”) to the **City of Cleveland Heights**, an Ohio municipal corporation, its successors and/or assigns (“Grantee”), whose address is 40 Severance Cir., Cleveland Heights, OH 44118, for the use, enjoyment and benefit of the public. The Public Pedestrian Access Easement is being granted pursuant to Ordinance No. _____ adopted by the Grantee’s City Council on _____, 2025.

W I T N E S S E T H:

Grantors, as the owners of the real property more particularly described on attached Exhibit “A,” which is incorporated herein by reference (the “Property”), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate for the use of the public a perpetual non-exclusive access easement for travel over and across those portions of the Property more particularly described on Exhibit “B” attached hereof and incorporated herein (“Easement Area”), including, without limitation, the trails, walkways, walking paths and sidewalks constructed over the Easement Area (said easement hereinafter referred to as the “Public Pedestrian Access Easement”), for the use, enjoyment, and benefit of the public, subject to the following conditions and limitations:

1. The Grantors, their successors and and/or assigns retain the right to:
 - (i) use the Public Pedestrian Access Easement for any purpose which does not unreasonably interfere with the intended purpose of the Public Pedestrian Easement, including, without limitation, signage, utilities, lighting, sculpture, art, water features, benches, drainage, stormwater management, lot coverage calculations, setback areas, density calculations, open space, and landscaping for the benefit of the Property;
 - (ii) suspend the right to use the Public Pedestrian Access Easement as reasonably necessary during any period of construction or maintenance in, or in reasonable proximity to, the Public Pedestrian Access Easement. Additionally, Grantors may suspend the right to use the Public Pedestrian Access Easement for the conduct of a limited-access event upon the Property by providing Grantee at least 72-hour written notice, provided that such event-related closures shall not exceed more than 24 hours in duration without the consent of the Grantee, and shall occur no more often than once each calendar month. Grantors shall have the responsibility of posting any and all necessary temporary signs advising of any closure pursuant to this subsection 1(ii). Otherwise, the Public Pedestrian Access Easement and

the Easement Area shall remain constantly open and accessible to the public, subject to the limitations and restrictions set forth herein;

(iii) impose public use restrictions during certain hours, provided that said use restrictions shall not encumber the public's access of the Public Pedestrian Access Easement during the hours of 7:00am to dusk on any given day;

(iv) impose reasonable rules and regulations concerning the public's use of the Public Pedestrian Access Easement, provided that the same are generally consistent with the rules and regulations adopted by the City of Cleveland Heights concerning its parks and trails.

2. Grantors, their successors or assigns, shall design, permit, construct and maintain the Public Pedestrian Access Easement and the Easement Area at its expense. The Public Pedestrian Access Easement and the Easement Area shall be maintained to a standard which equals or exceeds the prevailing level of maintenance of the City of Cleveland Heights parks and parkways. Grantee shall have no obligation whatsoever to maintain the Public Pedestrian Access Easement and the Easement Area.
3. Grantors hereby warrants that: (i) they are the present fee simple title owner of the Easement Area; (ii) that the Easement Area is presently free and clear of liens and encumbrances excepting easements, restrictions and reservations of record and those liens and encumbrances to which a consent and subordination is attached hereto; and (iii) Grantors have good right and lawful authority to convey the easements established hereby.
5. This Public Pedestrian Access Easement may not be altered, modified or terminated, except in writing by an instrument executed by the parties hereto or as expressly permitted by the terms of this Public Pedestrian Access Easement. Grantors hereby reserve the right, without the prior approval of Grantee, to relocate portions of the Easement Area, provided that the following conditions are satisfied: (a) such relocation is performed at Grantors' sole cost and expense; (b) Grantors shall provide at least forty-five (45) days prior written notice to Grantee, such notice to include the reason for such relocation and a drawing depicting the relocated easement area; (c) such relocation shall not reduce the overall length of trail area then currently existing within the Easement Area by more than ten percent (10%); (d) the trail improvements to be constructed and installed within the relocated easement area are of the same general quality and character as the trail improvements installed in the then currently existing Easement Area, and provide a continuous and interconnected trail system; and (e) after completion of the relocation, the public will continue to enjoy public access to the trails, walkways, walking paths and sidewalks within the Easement Area as relocated (a "Permitted Relocation"). Upon completion of a Permitted Relocation or a

Requested Relocation (as defined below), the portion of the easement no longer in the Easement Area shall terminate and the Public Pedestrian Access Easement shall extend to and cover the area to which it has been so relocated and continue to cover that portion thereof that has not been so relocated. Additionally, Grantors shall, upon completion of a Permitted Relocation or a Requested Relocation, execute and record, with the acceptance of the Grantee, which shall not be unreasonably conditioned, withheld or delayed, a modification or amendment of this Public Pedestrian Access Easement and the Easement Area. For any Requested Relocation, Grantors and Grantee shall each act in good faith to alter or modify the Easement Area and Grantee shall not unreasonably withhold, condition or delay any request by Grantors to relocate the Easement Area, provided, however, Grantors and Grantee acknowledge that the intent of this Public Pedestrian Access Easement is to provide access to the public to enjoy meaningful and substantive public pedestrian access to the trails, walkways, walking paths and sidewalks within the Easement Area for recreational purposes subject to the terms of this Public Pedestrian Access Easement. For purposes of this Paragraph 5, the term "Requested Relocation" shall mean any request to relocate the Easement Area that is not a Permitted Relocation.

6. If any term or provision of this Public Pedestrian Access Easement or the application thereof to any party, person or circumstance shall, to any extent, be declared invalid or unenforceable by a court of law, the remainder of this Public Pedestrian Access Easement, or the application of such term or provision to parties, persons or circumstances other than those to as to which it is held invalid or unenforceable, such term or provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other terms and provisions of this Public Pedestrian Access Easement and all other applications of any such term or provision shall not be affected thereby, and each term and provision of this Public Pedestrian Access Easement shall be valid and enforced to the fullest extent permitted by law.
7. This Public Pedestrian Access Easement shall be construed and enforced in accordance with the laws of the State of Ohio. Venue for any legal action arising out of this Public Pedestrian Access Easement shall lie exclusively in the Cuyahoga County Court of Common Pleas.
8. This Public Pedestrian Access Easement shall be recorded in the Cuyahoga County, Ohio Records.

The foregoing covenants, terms and conditions shall attach to and run with the Public Pedestrian Access Easement and the Easement Area.

[Balance of Page Left Intentionally Blank. Signature Page to Follow.]

Executed this _____ day of _____, 2025.

"GRANTORS":

**SUSTAINABLE COMMUNITY
ASSOCIATES IX, LTD.**

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by
_____, the _____ of Sustainable
Community Associates IX, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

FRIENDS OF MENDELSON

By: _____

Name: _____

Its: _____

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by _____, the _____ of Friends of Mendelsohn, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

ACCEPTANCE

The grant of the Public Pedestrian Access Easement and the conditions, restrictions and limitations thereto, are hereby accepted by the City of Cleveland Heights, Ohio.

"GRANTEE":

CITY OF CLEVELAND HEIGHTS, OHIO

Kahlil Seren, Mayor

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025 by Kahlil Seren, the Mayor of the City of Cleveland Heights, Ohio, an Ohio municipal corporation, on behalf of the City.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
EASEMENT AREA

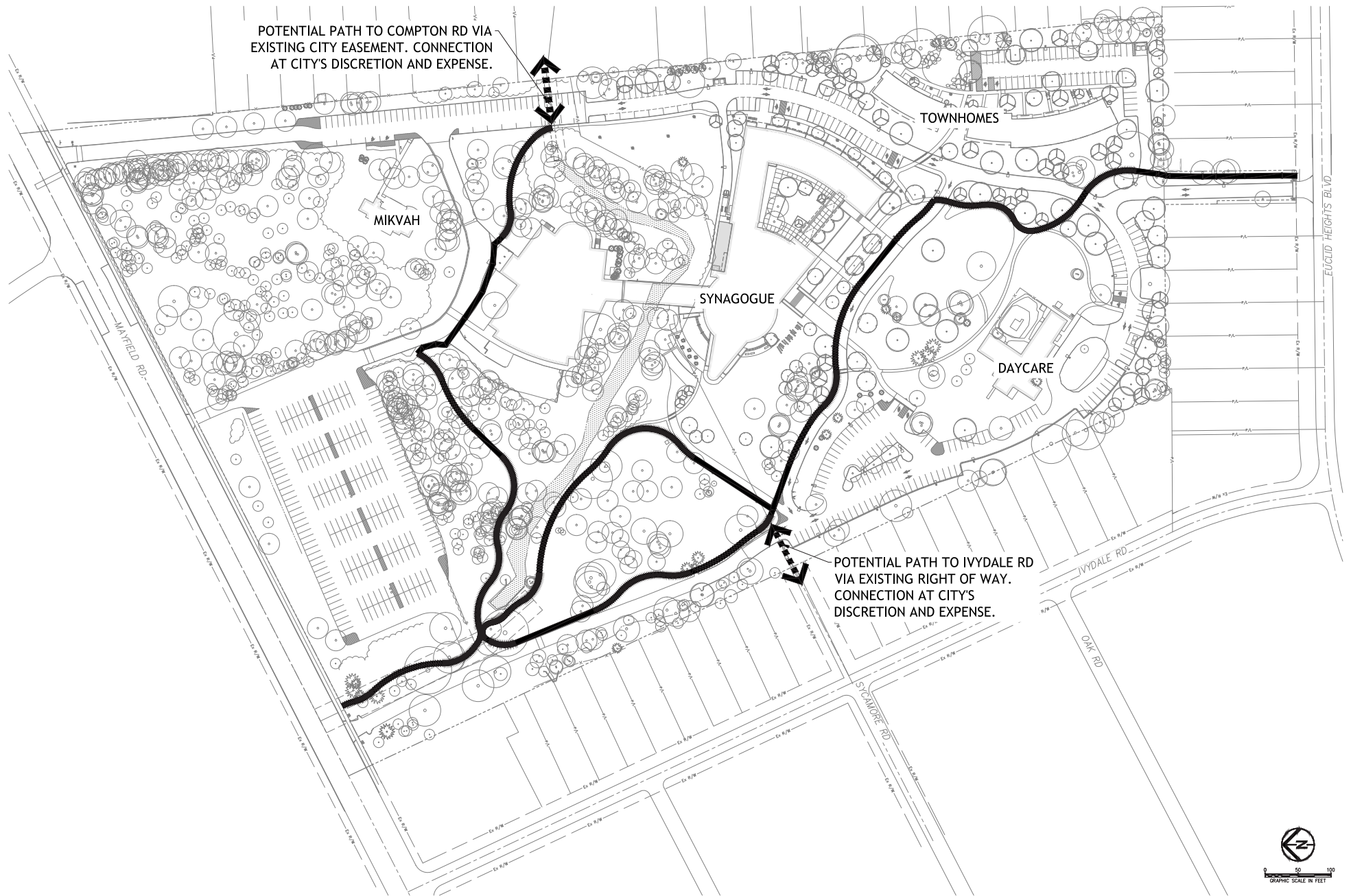


EXHIBIT: PEDESTRIAN ACCESS EASEMENT AREA
 PARK SYNAGOGUE - FRIENDS OF MENDELSON

AUGUST 2025

Summary Overview of City Council's Proposed First Amended Charter of the City of Cleveland Heights

August 30, 2025

This overview accompanies the working draft of the First Amended Charter of the City of Cleveland Heights dated as of 8.30.25 and is organized so that the explanatory notes run from the beginning to the end of the First Amended Charter, for ease of reference. Very in-depth substantive discussion of these topics and the development of the final language can be found in the report of the Charter Review Commission and the recorded meetings of the Commission leading up to that report, and the meetings of City Council's Committee of the Whole from June 2024 to August 2025, also recorded. One of the principal objectives of the Charter Review Commission's work was to facilitate and further effectuate the transition from a Council-Manager form of government to a Mayor-Council form of government, as initiated by Issue 26, adopted by Cleveland Heights voters in 2019. That purpose infuses the changes recommended to the Charter. In addition, many provisions of the Charter had not been reviewed in many years and required updating. Others, like vacancy-filling provisions, had been treated more recently but were felt to be in need of revision to streamline those processes and to enhance the function of the city government in service of residents.

One recommendation of the Charter Review Commission which does not appear in the draft is the implementation of Ranked Choice Voting. Council recognizes there is great interest in RCV and supports its consideration. However, while the authority of Home Rule charter municipalities to provide for the use of RCV in a charter is generally recognized, there is pending state legislation purporting to prohibit or discourage the municipal adoption of RCV, with impacts that are not yet fully clear. Further, it appears that even if the Charter were amended in November 2025 to provide for the use of RCV, it would be at least 2 years before it could be implemented. For these reasons, Council members have expressed the belief, including at their August 21 Committee of the Whole meeting and the August 25-29 public hearings, that it is appropriate to provide an opportunity for further, in-depth Council consideration and a more robust program of public input and education before making a decision about RCV, and that the process to update the City's Charter, consistent with the proposed First Amended Charter, should not be delayed.

This summary captures all discussions related to the proposed First Amended Charter through August 29, 2025. Currently, legislation to send the proposed First Amended Charter to the electors at the November 2025 general municipal election is scheduled for second reading and likely vote at the regular Council meeting of September 2, 2025.

SUMMARY OVERVIEW OF PROPOSED FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS (8.30.25)

Summary

1. Preamble: Editorial revisions to the Preamble to reflect the City’s aspiration to provide services of the highest level of quality and integrity.
2. Art. I – “Name and Boundaries” is unchanged
3. Art. II – “Form of Government and Powers”
 - a. Sec. 1 revised to include a statement that the City’s current form of government is known as a Mayor-Council form of government.
 - b. Sec. 2 revised to clarify that the City may exercise all home rule powers as provided by the Constitution or laws of Ohio, as prescribed in the Charter or by ordinance or resolution of City Council.
4. Art. III – The Council
 - a. Section 1 – “Powers, Number and Term” – revised to clarify the years in which Council members are elected and to eliminate a sentence that applied only to the very first Council members, elected in 1921.
 - b. Section 2 – “Qualifications” – revised to add a 12 month residency requirement in order to be eligible to run for Council
 - c. Section 3 – “Removal” – revised to clarify and expand the grounds upon which a Council member may be subject to removal by Council vote although removing “persistent failure to abide by the rules of Council” as a basis due to concern for potential abuse, and to clarify the number of votes required to remove (3 /4 of the remaining members), and that the member whose removal is being considered cannot vote on the question.
 - d. Section 4 – “Vacancies” – revised to expand the time for Council to fill a vacancy on Council from 45 to 60 days, and to provide that the person appointed serves until the expiration of the term to which they were appointed unless the next municipal election is both (1) at least 120 days after the vacancy occurs and (2) more than two years before the end of the term, in which case a successor to serve out the balance of the term will be elected at that municipal election.
 - e. Section 5 – “Compensation” – Council already has authority to establish the compensation for Council and for Mayor, but that authority is provided in

SUMMARY OVERVIEW OF PROPOSED FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS (8.30.25)

both Art. III and Art. IV; the revisions provide that Council is to consider and determine the compensation for these positions every 4 years but does not require Council to make any change in compensation, and does not allow for a change to take effect within an elected official's term. It also includes criteria which Council should consider in evaluating compensation, including a report on compensation for these positions which is to be prepared by the Civil Service Commission; lastly, specifies that the Council President's compensation is to be 25% higher than other Council members (for reference, it is currently about 27% higher).

- f. Section 6 – “Appointees” – Principal revision is to specify that for contracts engaging consultants or independent contractors the President of Council, rather than Mayor, is authorized to sign.
- g. Section 7- “Meetings” – Principal revision is to provide Council the ability to have virtual meetings, with safeguards incorporated similar to those utilized by the State of Ohio when such meetings were authorized during the COVID pandemic; to provide that Council may regulate the use and conduct of such meetings by ordinance; and to provide in the Charter that Council by ordinance may authorize other public bodies of the City to meet virtually.
- h. Section 8 – “General Provisions” – terminology for the compendium of Council's proceedings changed from “journal” to “record,” a more modern and better understood term.
- i. Section 9 – “Council's Subpoena Power” – new language similar to Ohio law provisions, which the Charter Review Commission notes was suggested by the current mayor.
- j. Section 10 – “Emergency Measures” – clarifies what an emergency ordinance or resolution is, the number of votes and elements required to pass an emergency measure, in a clearly titled provision (previously this was “buried” elsewhere in the Charter and not separately or clearly identified).
- k. Section 11 – “President of Council and Vice President of Council” – Revisions address the responsibility and authority for preparation of Council's agenda, and how a temporary presiding officer is selected when both the President and VP are absent from a meeting.
- l. Section 12 – “Council Interactions with City Administration” – although Art III Sec. 6 continues to prohibit the Council or any member from dictating the

SUMMARY OVERVIEW OF PROPOSED FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS (8.30.25)

appointment of any person by the mayor and prohibits Council from interfering with or preventing the Mayor or Administrator from exercising their judgment in the appointment of officers and employees, this new Section 12 speaks to the good-faith collaboration between Council and the Mayor that this Council believes the City's residents deserve and desire, including the ability of Council to communicate with members of the administration, and further underscores the reasonable expectation that Council inquiries will be responded to by members of the administration in a complete and accurate manner, and finally provides that Council may require that Directors, Chiefs or their designees attend meetings of Council or Council Committees by request, or by ordinance. Council believes that this recommendation of the Charter Review Commission, as modified by Council, is consistent with the practice of the overwhelming majority of other cities in the area and throughout the state.

5. Article IV – The Mayor

- a. Section 1 – “Term” – no substantive changes.
- b. Section 2 – “Qualifications” – no substantive changes.
- c. Section 3 – “Executive Powers and Duties” – Revised to clarify that the Mayor does not have authority over Council or its employees; qualifies the Mayor's duty to enforce the laws and ordinance by requiring that such be done by appropriate law enforcement officials through appropriate legal process, which is consistent with Ohio law; requires that the Mayor timely perform duties properly conferred upon or required of the Mayor by Charter, ordinance or general law; and modernizes the current archaic language regarding use of the City seal.
- d. Section 4 – “City Administrator” – Revisions require that Administrator attend meetings of Council and Committee of the Whole and, upon request, other Council Committee meetings, and allows Council to impose requirements by ordinance applicable to the Administrator's provision of reports to the Mayor and Council; revises language regarding the City Administrator serving as a department head to render it clearly consistent with existing prohibition against serving as Director of Law, Finance or Planning and Development.
- e. “Legislative Powers” – retains the Mayor's ability to introduce legislation and Council and protects against unreasonable delay or refusal to do so by Council; provides that the Council President may invite the Mayor to

SUMMARY OVERVIEW OF PROPOSED FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS (8.30.25)

participate in executive sessions of Council, but provides for the possibility that the Mayor not participate when not appropriate; and provides that in participating in Council meetings the Mayor is subject to Council rules regarding the same. Further revisions provide that a Mayor may not veto ordinances submitting to the voters initiative, referendum or recall proposals, or Charter amendments.

- f. Section 6 – “Removal” – removal/forfeiture provision is unchanged but renumbered due to other changes in Article IV.
 - g. Section 7 – “Absence and Vacancy” – Revisions establish a mechanism for determining when a mayor is absent or inaccessible or unable to perform the duties of the position, and a timetable and process for determining an Acting Mayor and then a permanent Mayor, initially by appointment by Council and next, depending upon when the replacement Mayor is appointed, by election. An election is required here under the same circumstances as for a Council vacancy, meaning the vacancy (here declared by Council pursuant to the prescribed procedures) occurs at least 120 days prior to a regular municipal election that occurs more than two years before the expiration of the unexpired term of the Mayor. If these timing requirements are not satisfied, then the appointed Mayor serves until the expiration of the current term of Mayor
6. Article V - “Administrative Officers and Departments.”
- a. Section 1 – “Departments” – revised to provide that the Council, rather than the Mayor, determines the functions and duties of each department and may create new positions or departments (Council believes this is the predominant practice in Ohio cities); and adds Human Resources to the list of Charter-created city departments.
 - b. Section 2 – “Directors” – Revised to require Council confirmation of the Directors of Public Works and Human Resources in addition to Law, Finance and Planning and Development; and to provide for mayor authority to remove Department heads without Council approval except that the removal of the Directors of Law or Finance does require Council approval. Imports the duties of the Director of Law into the Charter, mirroring that currently in the Codified Ordinances, to clarify the duty of representation, and adds details and duties to the Director of Finance position, consistent with the general practice in Ohio municipalities and consistent with Ohio law.

SUMMARY OVERVIEW OF PROPOSED FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS (8.30.25)

- c. Section 3 – “Mayor as Head of Departments” – language unchanged.
- 7. Art. VI – “Municipal Court” – unchanged.
- 8. Art. VII – “Nominations and Elections” – Revised to specify the number of signatures required on petitions to qualify as a candidate for Council or Mayor – 225 for Council, and 300 for Mayor; also deletes the current Charter’s ban on an elector signing more petitions for an office than there are positions to be filled; cleans up language regarding ballots, acceptance and write-in candidates.
- 9. Art VIII – “Initiative, Referendum and Recall” – The revisions retain the number-of-signature requirements for initiative and referendum ballot measures, 10% and 15% of the total votes cast at the last preceding general municipal election, respectively; retains the number of signatures required for recall petitions for Council members at 25% of the number of votes cast at such election, and maintains the number of signatures required for a petition for the recall of a mayor at 25% of the votes cast at the last mayoral election; brings Council and Mayoral recall matters all into Article VIII (and moves Charter amendments out – see new Art. XII); maintains current Charter requirements for “official publicity” for all such petitions; and generally cleans up language.
- 10. Art. IX – “Finances” – the Charter Review Commission recommended revised procedures for development of the City’s budget, based in large part on the processes used by the City in 2023 in the development of the 2024 budget; expressly clarifies that interim appropriation ordinances and amendments to the same are permitted (as under Ohio law), and specifically authorizes Council to enact ordinances relating to finance and budget matters such as formats, the specification of particular back up information, etc. Retains standard municipal finance provisions.
- 11. Art. X – “Ethics and Nondiscrimination” – This is new language to evidence the reasonable expectation of residents that City officials and employees will conduct themselves legally, ethically and honestly; provides that compliance with Ohio laws addressing the ethical conduct of public officials and employees is the standard (rather than the more limited conflict of interest provisions previously present in the charter), providing more comprehensive regulation and allowing the City, in evaluating employee and official acts, to refer to and rely upon the extensive existing case law, Ethics Commission and Ohio Attorney General guidance interpreting and applying these standards. Also requires substantial training for new Council members and new Mayors, to be evidenced by a certification kept on

SUMMARY OVERVIEW OF PROPOSED FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS (8.30.25)

file with the Clerk of Council; and finally, retains and expands upon the prior Charter's commitment to equal employment opportunity.

12. Art. XI – “Boards and Commission” – revised to bring both Planning Commission and Civil Service Commission within the same article; establishes new requirement for Civil Service Commission to prepare a report on the compensation of the Mayor and Council members, to dovetail with the new every-4-year compensation decision requirement imposed upon Council under Article III; and finally, consolidates in the Charter Council's authority to establish boards, commissions, special committees and other similar bodies, or to abolish them (except Planning and Civil Service); and provides bases and processes for the removal of board and commission members by Council, generally, or by the Mayor if the board or commission member was appointed by the Mayor.
13. Art. XII – “Amendments” – slight language changes to more clearly reflect Ohio's constitutional requirements for Charter amendments; imports the “official publicity” requirements from Article VIII, which is where charter amendments were previously addressed.
14. Art. XIII – “Charter Review” – revised to require that a Charter Review Commission be appointed every 10 years, to consist of 9 members, with 7 appointed by Council and 2 by the Mayor with no need for Council approval, and with a provision for Council to appoint 2 more if the Mayor should fail to make such appointments. Unless otherwise provided by Council, the Charter Review Commission is to complete its work and recommend any changes to the Charter that in its judgment are desirable, within 7 months. Council is then to consider them within a reasonable time.
15. Art. XIV – “Franchises” – this is existing language that was previously located elsewhere within the Charter.
16. Art. XV – “Savings Clauses” – no substantial changes.
17. Art. XVI – “When Charter Takes Effect” – provides that the First Amended Charter would take effect when approved by the City's voters.

Proposed: 08/25/2025

ORDINANCE NO. 169-2025(COTW), *First Reading*

By President Cuda

An Ordinance providing for the submission to the electors of the City of Cleveland Heights a proposed First Amended Charter of the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the 2023-24 Cleveland Heights Charter Review Commission (CRC), after reviewing and researching the Charter of the City of Cleveland Heights, on May 29, 2024 submitted a report to the City Council recommending that the Charter be amended and describing and explaining the work of the CRC and the rationale for its recommendations; and

WHEREAS, the Cleveland Heights City Council has had multiple discussions of the report and recommendations of the CRC, including Committee of the Whole meetings on January 25, 2025; February 22, 2025; April 15, 2025; August 14, 2025; and August 21, 2025; as well as a special Council meeting including a hearing to provide an opportunity for public comments on the Charter amendments resulting from the recommendations of the CRC and Council's and the Law Department's review, consideration and revisions of the same, held on August 25, 2025; and

WHEREAS, based upon the extent of the revisions to the current Charter that Council believes are needed, Council believes that it should authorize and direct the submission to the electors of the City of the proposed First Amended Charter of the City of Cleveland Heights, attached hereto and incorporated herein as "Exhibit A," at the general election to be held on Tuesday, November 4, 2025, which election is not less than 60 nor more than 120 days from the passage of this Ordinance.

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

SECTION 1. This Council hereby determines to authorize and direct the submission to the electors of the City of Cleveland Heights at the general election to be held at the usual places of voting in the City on Tuesday, November 4, 2025, the proposed First Amended Charter of the City of Cleveland Heights, attached hereto and incorporated herein as "Exhibit A."

SECTION 2. The Cuyahoga County Board of Elections is hereby directed to submit the following question to the electors of the City of Cleveland Heights at the general election on Tuesday, November 4, 2025 in substantially this form:

A majority affirmative vote is necessary for passage.

“Shall the proposed First Amended Charter of the City of Cleveland Heights, Ohio be adopted?

___ Yes ___ No”

SECTION 3. The Clerk of Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than 60 days and not more than 120 days prior to November 4, 2025.

SECTION 4. Pursuant to Article XIII of the Charter of the City of Cleveland Heights, if the majority of electors voting thereon vote in favor of adopting the First Amended Charter of the City of City of Cleveland Heights, it shall become effective upon adoption, and all prior charters shall be repealed, except as may otherwise be provided in such First Amended Charter.

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all such deliberations of this Council and of 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 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 Ordinance become immediately effective as an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER

ORDINANCE NO. 169-2025(COTW)

Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

THE FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS, OHIO

PREAMBLE

We, the people of the City of Cleveland Heights, in the County of Cuyahoga and the State of Ohio, in order to secure for ourselves the benefits of municipal home rule under the Constitution of the State of Ohio and to exercise all powers of local self-government, and desiring to provide for a responsive, effective and accountable government maintaining the highest level of integrity for all members of our diverse community, do frame and adopt this First Amended Charter for the government of the City of Cleveland Heights.

ARTICLE I NAME AND BOUNDARIES

The municipal corporation now existing and known as the City of Cleveland Heights shall continue to be a body politic and corporate under the same name and with the same boundaries, with power and authority to change its boundaries and annex other territory contiguous thereto in the manner authorized by the general laws of Ohio; but no territory shall be detached therefrom nor shall the City be annexed to any other municipality, without the consent of the Council and of a majority of its electors voting on such question.

ARTICLE II FORM OF GOVERNMENT AND POWERS

SECTION 1. FORM OF GOVERNMENT

The municipal government provided by this Charter shall, as reflected more specifically in other provisions of the Charter, be known as a Mayor-Council form of government.

SECTION 2. POWERS

The City of Cleveland Heights shall have all powers of local self-government now or hereafter granted to municipalities by the Constitution and laws of Ohio, and all such further powers as may now or hereafter be granted by the Constitution or laws of Ohio; and all such powers shall be exercised in the manner prescribed by this Charter or, if not prescribed by Charter, by ordinance or resolution of the City Council.

ARTICLE III THE COUNCIL

SECTION 1. POWERS, NUMBER AND TERM.

The legislative power of the City, except as otherwise provided by this Charter, and such additional powers as may be expressly granted by this Charter, shall be vested in a Council of seven (7) members elected at large. Except when an election may be required as the result of a vacancy in the Council, three (3) members of the Council shall be elected in the regular municipal election held in the year immediately preceding that in which a United States presidential general election is held, and four (4) members shall be elected in the regular municipal election held in the year immediately following that year in which a United States presidential general election is held. The terms of the members of the Council shall begin the first day of January next following their election, and they shall serve for a term of four years or until their successors are chosen and qualified.

SECTION 2. QUALIFICATIONS.

To serve as a member of the Council, a person shall have been a resident and elector of the City of Cleveland Heights continuously for the twelve (12) months immediately preceding the time for submitting his or her nominating petition to the election authorities as required under the terms of this Charter, and shall continue to be a resident and elector of the City during his or her term of office. No person shall be a member of Council who holds any employment with the City of Cleveland Heights, the Cleveland Heights/University Heights School District, or the East Cleveland School District, or who holds any elected public office other than that of precinct committee person or State central committee person.

SECTION 3. REMOVAL.

The Council shall be the judge of the election and qualifications of its own members. It may expel any member for gross misconduct, or malfeasance, misfeasance or nonfeasance in or disqualification for office, or for conviction of a felony or a crime involving moral turpitude while in office or while a Councilmember-elect, or violation of the oath of office; provided, however, that such expulsion shall not take place without the concurrence of three-fourths (3/4) of the remaining members or Council nor until the accused member shall have been given a written copy of the charges against the member and an opportunity to be heard, present evidence, and examine, under oath, all witnesses appearing in support of such charge or charges, with not less than ten days' notice of the time and place of hearing. The accused member shall not vote on the question of removal.

SECTION 4. VACANCIES.

Any vacancy in the Council shall be filled in the first instance by the appointment, by a majority of the remaining members of the Council, of an individual qualified under this Charter to serve as a member of Council. In the event Council fails to fill any vacancy within sixty (60) days of the occurrence of such vacancy, then the Mayor shall fill it by appointment within the next ten (10) days. The Council member so appointed to fill the vacancy shall serve for the balance of the unexpired term or until the beginning of the term of a successor elected for the unexpired term as hereafter provided. A successor shall be elected for the unexpired term at the next regular municipal election if (a) such election occurs more than two (2) years prior to the expiration of the unexpired term; and (b) the vacancy shall have occurred more than one hundred twenty (120) days prior to such election. The term of a person elected to fill the vacancy at such election shall begin at the first regularly scheduled meeting of Council following the certification of electoral results of such election and shall extend for the remainder of the unexpired term.

SECTION 5. SALARIES AND OTHER COMPENSATION.

In each year preceding the year in which a presidential election is held Council shall, by ordinance, fix the salary and other compensation of the Mayor and all members of the Council, with the salary and compensation prescribed by such ordinance applying to new terms of office beginning on or after January 1 of the presidential election year. Any ordinance fixing salary and other compensation, to be effective, must be adopted at least sixty (60) days prior to the filing date for the filing of nominating petitions by candidates for Mayor or Council for the regular municipal election to be held in the year in which the ordinance is adopted. No change in salary and other compensation for a Council member or the Mayor shall take effect during the current term of office of that person.

Salary and other compensation for the six (6) members of Council other than the President of Council shall be identical, subject to the requirement that no salary or compensation shall change during a Council member's term of office. The salary and other compensation for the President of Council shall be larger by twenty-five percent (25%) than that of the other members of Council. The salary and other compensation for Council members shall reflect the Council's consideration of any report of the Civil Service Commission provided pursuant to Article XI Section 2 of this Charter, the part-time duties of Council members, the economic condition of the City, comparable salary and other compensation of Council members in cities of similar size and annual budget, and the need to attract qualified candidates for Council.

The salary and other compensation for the Mayor shall reflect the Council's consideration of any report of the Civil Service Commission provided pursuant to Article XI Section 2 of this Charter, the full-time nature of the position, the economic conditions of the City, comparable salaries and other compensation of mayors in cities of similar size and budget, and the need to attract qualified candidates for the office of Mayor.

SECTION 6. APPOINTEES.

Council shall appoint a Clerk of Council, who shall have the duty of keeping Council's records and performing all other duties required by this Charter and by the Council.

Council may appoint, employ, hire, or engage any other employees, consultants, independent contractors, or other persons as it deems necessary for the proper discharge of its duties. The Clerk of Council and any other person so appointed and employed, hired, or engaged by the Council shall serve at the pleasure of the Council and shall report to the President of Council, or the designee of the President of Council, as their supervisor. The President of Council, rather than the Mayor, shall have the authority to execute any contract authorized by Council pursuant to this Section.

Neither the Council nor any of its members or committees may dictate the appointment of any person to office or employment by the Mayor, nor, except as may be otherwise provided in this Charter, in any manner interfere with or prevent the Mayor or the City Administrator from exercising their judgment in the appointment of officers and employees in the administrative service.

SECTION 7. MEETINGS.

The Council shall meet for the purpose of organization on the first Monday in January following each regular municipal election. In the event such first Monday is a legal holiday, Council shall meet the following day. Thereafter the Council shall meet at such times and at such public places within the City of Cleveland Heights as may be prescribed by ordinance or resolution. Four members shall constitute a quorum for a meeting of the Council or Council's Committee of the Whole.

Unless otherwise provided in this Charter, if authorized by ordinance, and subject to such regulations as Council may impose by ordinance consistent with this Section, any meeting of the Council or public hearing of Council may be held in-person or by means of teleconference, video conference or other similar electronic communications technology (which meetings or hearings may be referred to as "virtual"), or any combination of in-person attendance and attendance by use of such electronic technology. A Council member attending such a meeting by use of electronic communications technology as described herein may vote, participate, deliberate and take other official action in such meeting, and shall be counted as present including for purposes of establishing quorum, the same as if the member were physically present, provided that all applicable notice and procedural requirements are met and the public is able to hear and observe the discussions and deliberations of all of the members present including those participating by use of electronic communications technology. In the event that a member attending any meeting or hearing by use of electronic technology is disconnected and such disconnection results

in less than a quorum being present at the meeting or hearing, then all discussions and deliberations shall be discontinued until that member is reconnected or appears in person.

The Council shall by ordinance provide for notice of its meetings, including identification of the method to access, hear and observe any such meeting in which electronic technology or videoconferencing will be utilized as provided herein. Other public bodies of the City may meet in-person or as otherwise described in this Section as authorized by ordinance of Council.

SECTION 8. GENERAL PROVISIONS.

The Council shall determine its own rules and order of business, provide for special meetings and keep a record of its proceedings. The Council may by general ordinance provide for legislative procedure; the form and method of enactment of ordinances; a simplified procedure for levying assessments; the method and manner of giving public notice of passage of ordinances or resolutions of a general or permanent nature; the advertisement and sale of bonds and notes; and the advertisement and awarding of public contracts. Such general ordinances, when once adopted, shall not be repealed or amended except by vote of five members of the Council or by the people.

SECTION 9. COUNCIL'S SUBPOENA POWER

The Council shall have the power to make inquiries or investigations concerning the affairs of the City, and in the course of any such inquiry or investigation, the Council shall have the power to subpoena and compel the attendance and testimony of witnesses, and the power to require the production by subpoena of any books, papers, public records, or other documentary evidence pertinent to such investigation, inquiries, or hearing. The Director of Law or a notary public, designated by either the Director of Law or the Council President, shall have the power to administer oaths and affirmations in connection with the taking of testimony relative to any such investigation or hearing.

SECTION 10. EMERGENCY MEASURES

An emergency ordinance or resolution is one that is necessary for the immediate preservation of the public peace, health, safety or welfare of the City. No ordinance or resolution of Council shall be adopted as an emergency unless it receives the affirmative vote of at least two-thirds (2/3) of the members elected or appointed to Council, with the reason for the need to declare the emergency being separately set forth in a section of the ordinance or resolution. No measure making a grant, renewal or extension of a franchise or other special privilege, or regulating a rate to be charged for its service by any public utility, shall ever be passed as an emergency measure.

SECTION 11. PRESIDENT OF COUNCIL AND VICE PRESIDENT OF COUNCIL.

The Council shall, at the time of organizing following each regular municipal election, elect one of its members as President of Council. The Council shall elect another member as Vice President of Council, who shall perform the duties of the President of Council in the absence of the President. The President shall, with the Clerk of Council, prepare the agenda for meetings of the Council. In the absence of both the President and Vice President, the Clerk of Council shall prepare such agenda. The President of Council shall preside at all meetings of the Council and shall have a voice and vote in its proceedings, but no veto. In the absence of both the President and Vice President, a President Pro Tem shall be elected from the members of Council in attendance by the affirmative vote of a majority of the members present at a Council meeting.

In the event of a vacancy in either the office of President or Vice President, or in the event the Council shall determine by at least four of its members that either the President or Vice President is unable to fulfill the duties of their respective office, the Council shall immediately proceed to elect one of its members to serve in such office.

SECTION 12. COUNCIL INTERACTIONS WITH CITY ADMINISTRATION

Council and the Mayor shall collaborate, in good faith for the best interests of the City, to ensure both that the administration of the government be conducted without unreasonable impediment and that members of Council be permitted to exchange information with and receive information from City administrative officers, Directors and Chiefs in order to support Council's legislative and constituent services functions. When appropriate, members of Council may serve the residents of the City as advocates through whom residents can seek the services of the City and any redress of grievances.

The Mayor, City Administrator, or the Directors or Chiefs or their designees shall respond to inquiries from Council members in a complete, accurate and timely manner, in such fashion as Council may determine by ordinance or resolution. Without limiting the preceding sentence, the Council President or a Council Committee chair may request that a Director or Chief or their designee attend specified meetings of Council or of such Committee, respectively. When the Council President or a Council Committee chair has made such request, the Director or Chief requested to be in attendance, or their designee, shall attend the meeting and shall answer or respond in good faith to questions asked by any Council member or Council Committee member, respectively, related to the powers and duties of the Director, Chief or designee. Council may, by ordinance or resolution, require that all Directors and Chiefs, or their designees, attend all Council meetings and/or Council Committee of the Whole meetings.

ARTICLE IV THE MAYOR

SECTION 1. TERM.

The term of the Mayor shall begin the first day of January next following the election of the Mayor. The Mayor shall serve for a term of four years, unless removed from, recalled from, or disqualified for the office of Mayor, at which time a successor shall be chosen in accordance with the provisions of this Charter. The initial election of the Mayor shall occur at the regular municipal election occurring in 2021.

SECTION 2. QUALIFICATIONS.

To serve as Mayor a person must have resided and been an elector of the City of Cleveland Heights for at least eighteen (18) months immediately preceding that election, and must continue to be a resident and elector of the City while holding office. The Mayor shall serve the City on a full-time basis. No person shall be the Mayor who holds any employment with the City of Cleveland Heights, the Cleveland Heights-University Heights School District, or the East Cleveland School District, or who holds any elected public office other than that of precinct committee person or State Central committee person. While the Mayor's primary responsibility, time and attention is to be directed to the business of the City, holding the office of Mayor does not necessarily preclude limited outside employment or other outside work by the person holding the office, provided that outside employment or work does not conflict or interfere with carrying out the duties assigned by this Charter, by Council ordinance not in conflict with this Charter, or by general law, or otherwise violate any provision of this Charter, applicable ordinance or general law.

SECTION 3. EXECUTIVE POWERS AND DUTIES.

The Mayor shall be the chief executive officer of the City, and shall maintain an office at the Cleveland Heights City Hall. The Mayor, together with a full-time City Administrator, shall supervise the administration of the City's affairs and, except as otherwise provided in this Charter, shall exercise control over all departments and divisions through the directors thereof; provided, however, that the Mayor shall have no authority to exercise control over the Council or its employees. The Mayor shall appoint, promote, transfer, reduce or remove all officers and employees of the City, except members of Council, judges, and any other persons whose terms of office are fixed by this Charter or law. The Mayor shall be the chief conservator of the peace within the City, shall serve as Director of Public Safety, and shall see that all laws and ordinances are enforced by the appropriate law enforcement officials through appropriate legal process. The Mayor shall be responsible for the preparation and submission to the Council of the annual estimate of receipts and expenditures, and appropriation measures and, with and through the Director of Finance, shall at all times keep the Council fully advised as to the financial condition and needs of the City. The Mayor shall recommend to the Council such measures as the Mayor deems necessary or expedient. The Mayor shall, in a timely manner, exercise powers and perform duties conferred upon or required of the Mayor by this Charter, by ordinance

consistent with this Charter, or by general laws. The Mayor shall see that all terms and conditions imposed in favor of this City or its inhabitants in any franchise or contract to which the City is a party are faithfully kept and performed. The Mayor shall execute on behalf of the City all contracts, conveyances, evidences of indebtedness and all other instruments to which the City is a party, except where this Charter authorizes another City official to execute a contract. The Mayor shall have custody of the seal of the City. The Mayor shall be recognized as the official and ceremonial head of the City government by all civil and governmental entities, and by the courts for the purpose of serving civil process.

SECTION 4. CITY ADMINISTRATOR.

The City Administrator shall be appointed by the Mayor on the basis of executive and administrative training and experience related to municipal and/or other governmental operations, subject to confirmation by a majority of members of Council, and shall serve at the pleasure of the Mayor.

The City Administrator shall assist the Mayor in the operation of the Mayor's office and, subject to the Mayor's supervision and control, assist in the preparation of the annual budget for presentation to the Council and supervise the administration of personnel policies and practices in all departments. The City Administrator shall render advice to the Mayor regarding appointment, promotion, transfer, reduction and removal of all City personnel. The City Administrator shall, subject to the supervision and control of the Mayor, establish reporting procedures, require the submission and review of progress reports and operating goals, and generally assist in the coordination of activities of all departments, division, boards, commissions, officers and employees of the City, except for the professional activities and responsibilities of the Department of Law.

The City Administrator shall make periodic written reports to the Mayor and Council, not less often than semiannually or otherwise as may be required by ordinance of Council, concerning the administration of all departments, divisions, boards and commissions of the City, and their needs and requirements for the future and shall, unless Council provides otherwise, attend all meetings of the Council and Committee of the Whole as well as, upon request of the Council President or Committee Chair, other Council Committee meetings.

The City Administrator may serve as the Director of any department except the Departments of Law, Finance or Planning and Development (whether on a temporary or permanent basis) and shall perform such other duties, not inconsistent with this Charter, as may be required by the Mayor.

SECTION 5. LEGISLATIVE POWERS.

The Mayor may introduce ordinances and resolutions in the Council, which introduction shall not be unreasonably refused or delayed, and may participate in all meetings of the Council,

including executive sessions on the invitation of the Council President subject to the majority of Council determining otherwise by motion, but shall have no vote in any Council meeting. When attending Council meetings, including committee meetings, the Mayor shall be subject to such rules as the Council President or the Council shall prescribe applicable to such meetings with regard to parliamentary procedure, speaking opportunities, and time limits.

Every ordinance or resolution of the Council shall be signed by the Clerk of Council and Council President and presented within five days of passage by the Council to the Mayor for consideration before it goes into effect. The Mayor may approve or disapprove the whole or any line item of an ordinance appropriating money, but otherwise the approval or disapproval shall be addressed to the entire ordinance or resolution. If the Mayor approves such ordinance, line item, or resolution, the Mayor shall sign and file it with the Clerk of Council. If the Mayor disapproves such ordinance, item or resolution, the Mayor shall return it to the Clerk of Council together with a written statement of the Mayor's objections. Unless an ordinance, line item, or resolution is filed with the Clerk of Council, by the Mayor, with written notice of disapproval within ten days after its passage by the Council, it shall take effect as though the Mayor had signed it. When the Mayor has disapproved an ordinance, line item, or a resolution, as herein provided, the Council may, not later than its second regular meeting following the disapproval, reconsider the ordinance, line item, or resolution. If upon such reconsideration the ordinance, item, or resolution is approved by the votes of two-thirds (2/3) of the members elected or appointed to Council, it shall take effect notwithstanding the disapproval of the Mayor. For the avoidance of doubt, the following measures are not subject to disapproval by the Mayor: (a) an ordinance or other measure proposed by initiative petition and approved by a majority of the electors voting upon the measure in the City; (b) an ordinance or other measure submitting to a vote of the people a question resulting from the initiative, referendum or recall petition processes provided in Article VIII of this Charter; (c) an ordinance or resolution submitting to the electors any proposed Charter amendment; or (d) an ordinance or resolution adopted by the Council pursuant to its authority to appoint a Clerk or to appoint, employ, hire, or engage other employees, consultants, independent contractors or other persons under Article III, Section 6.

SECTION 6. REMOVAL

If, at any time the Mayor shall cease to be qualified for the office, or shall be convicted of a felony, or shall be declared legally incompetent, the Mayor shall immediately forfeit office.

SECTION 7. ABSENCE AND VACANCY.

When the Mayor is absent and inaccessible, or is unable for any reason to perform the duties of Mayor, in either case as determined in writing by the Director of Law (or another attorney selected by Council if the Director of Law indicates a conflict of interest) pursuant to the written request for such determination from the Council President or any two (2) members of Council with such determination confirmed by the vote of the majority of the members elected or appointed to Council (in any case, "Mayor's inability to perform duties"), then the President of Council shall act as the Acting Mayor with the same powers and duties as the Mayor, but shall

not thereby cease to be a member of Council. If the President of Council is unable to assume the duties of Acting Mayor, Council shall designate a person meeting the qualifications of Article IV, Section 2 to be the Acting Mayor. The person who becomes Acting Mayor in accordance with this Section shall serve in that capacity until the Mayor returns to duty or, as provided below, the President of Council becomes Mayor or another person is appointed Mayor by City Council, whichever occurs first.

If the Mayor's inability to perform duties continues for more than sixty (60) consecutive days, or in case of the death, disqualification, resignation or removal of the Mayor, the Council shall, forthwith and in no event later than 65 days after the commencement of the Mayor's inability to perform duties or 10 days after the Mayor's death, disqualification, resignation or removal, declare the office of the Mayor vacant, at which time the President of Council shall become Mayor and shall cease to be a member of Council. If the President of Council is unable or unwilling to assume the duties of Mayor, the President of Council shall inform Council of the same within 5 days of the declaration of vacancy and the Council shall thereafter appoint a Mayor meeting the qualifications of Article IV, Section 2 within 45 days of the declaration; provided, however, that if the person appointed by Council is a member of Council, that person shall cease to be a member of Council upon appointment as Mayor.

The person who becomes Mayor because of a vacancy in such office shall serve for the balance of the unexpired term or until the beginning of the term of a successor elected for that unexpired term as hereinafter provided. A successor shall be elected for the unexpired term at the next regular municipal election if (a) such election occurs more than two (2) years prior to the expiration of the unexpired term and (b) the vacancy shall have occurred more than 180 days prior to such election. The term of the person elected to fill the vacancy at such election shall begin at the first regularly scheduled meeting of Council following the certification of the official electoral results of such election and shall extend for the remainder of the unexpired term.

ARTICLE V ADMINISTRATIVE OFFICERS AND DEPARTMENTS

SECTION 1. DEPARTMENTS.

The following administrative departments are hereby established: (1) Department of Law; (2) Department of Finance; (3) Department of Planning & Development; (4) Department of Public Safety; (5) Department of Public Works; (6) Department of Community Services; (7) Department of Parks and Recreation; and (8) Department of Human Resources.

The Council shall by ordinance determine and prescribe the functions and duties of each department and may create new positions or departments. The Council may by ordinance combine or abolish departments other than those established by this Charter and may establish temporary positions or departments for special work.

The Mayor shall serve as Director of the Department of Public Safety without additional compensation.

SECTION 2. DIRECTORS.

There shall be a director of each department who shall have the principal and primary supervision and control thereof and shall be responsible to the Mayor for the administration of each respective department. The Mayor shall appoint the director of each department for a term running concurrently with the term of the Mayor making the appointment except that the appointment of the Director of Law, Director of Finance, Director of Human Resources, Director of Planning and Director of Public Works shall be effective only upon the approval of a majority of the members of Council. The Mayor may remove the director of any department without Council approval except that the removal of the Director of Law or the Director of Finance shall be effective only upon the approval of a majority of the members elected or appointed to Council.

The Director of Law shall be an attorney at law duly admitted to practice in the State of Ohio and shall have been engaged in the active practice of law for at least five years including the year immediately preceding their appointment. The Director of Law shall serve as chief legal advisor, attorney and counselor for the City, as well as the Mayor, the Council and all other officers and departments thereof in matters relating to their official duties; shall prepare or approve all contracts, bonds and other instruments in writing with which the City is concerned; and shall endorse on each an approval as to the form and correctness thereof when satisfied as to the same; shall attend all meetings of Council personally or through a designee, and shall perform other duties in accordance with City ordinance or as imposed by applicable law.

The Director of Finance shall be the head of the Department of Finance and the fiscal officer of the City, and shall serve and advise both the Mayor and the Council concerning the financial condition of the City, and keep an accurate account of all taxes and assessments, of all the property and debts of the City, of all receipts and disbursements of the City, and of all appropriations made by the Council. The Finance Director shall examine and approve, if in proper form, and if an appropriation has been duly made therefor, payrolls, bills and other claims, and prepare and sign all warrants. He or she shall be responsible for the preparation of all appropriation and other financial legislation and shall assist both the Mayor and the Council in the preparation of estimates, budgets, and other financial matters. He or she or their designee shall, unless Council determines otherwise, attend all meetings of the Council and Committee of the Whole, shall also have the title of City Auditor, and shall perform such other duties in fiscal matters as Council by ordinance may prescribe.

Nothing herein shall be construed as preventing the same person from being director of more than one department if the person is qualified to be director of each such department.

SECTION 3. MAYOR AS HEAD OF DEPARTMENTS.

Excepting the Departments of Law, Finance, and Planning and Development, the Mayor or City Administrator as directed by the Mayor may be the director of each and every department of the City government.

SECTION 4. SALARIES AND BONDS.

The Council shall fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City, except as otherwise provided in this Charter. The Council may require any officer or employee to give a bond for the faithful performance of the duties of such officer or employee, in such an amount as it may determine, and it may provide that the premium therefor shall be paid by the City.

ARTICLE VI MUNICIPAL COURT

SECTION 1. ESTABLISHMENT.

The Cleveland Heights Municipal Court has been created and is in existence pursuant to the laws of the State of Ohio.

(Amended 11-7-72.)

SECTION 2. NOMINATION AND ELECTION.

The provisions of Article VII of this Charter shall govern the nomination and election of the Judge of the Cleveland Heights Municipal Court.

(Amended 11-7-72.)

SECTION 3. GENERAL PROVISIONS.

Except as otherwise specifically provided herein the Cleveland Heights Municipal Court shall be governed by the laws, rules and regulations of the State of Ohio.

(Amended 11-7-72.)

ARTICLE VII NOMINATIONS AND ELECTIONS

SECTION 1. TIME OF HOLDING ELECTIONS.

The regular municipal election shall be held on the first Tuesday after the first Monday in November in the odd numbered years. Any matter which, by the terms of this Charter, may be submitted to the electors of the City at any special election, may be submitted at the time of a primary election or of a general election.

In the event there are three or more certified candidates for the office of Mayor, a non-partisan primary election shall be held for that office in accordance to the laws of the State of Ohio on the second Tuesday after the first Monday in September, in the year that an election is held for the office of Mayor. The names of the two candidates for Mayor receiving the highest number of votes in the non-partisan primary election shall appear at the subsequent November election.

When there has been a vacancy in the Council, an election for the unexpired term shall be held as provided in Article III, Section 4, if applicable. When there has been a vacancy in the office of the Mayor, an election for Mayor shall be held as provided in Article IV, Section 6, if applicable.

SECTION 2. BALLOTS.

The ballots used in all elections provided for in this Charter shall be consistent with the general election laws of the State of Ohio, except as otherwise provided in this Charter.

The ballots used in all elections provided for in this Charter shall be without party marks or designations. The names of all candidates for any office shall be placed upon the same ballot

SECTION 3. NOMINATING PETITIONS FOR PLACES ON BALLOTS.

The name of any elector of the City shall be printed upon the ballot if there is filed with the election authorities prescribed by general law a petition in accordance with the following requirements:

Such petition shall state the name and place of residence of the person whose name is presented for a place upon the ballot and the name of the office for which the person is a candidate. The nomination of each candidate shall be made by separate petition.

The petition for a candidate for Mayor shall be signed by not less than three hundred (300) electors of the City and the petition for a candidate for Council shall be signed by not less than two hundred twenty-five (225) electors of the City. Each elector signing a petition shall add

to their signature their place of residence, with street and number and date of signing. All signatures shall be made with ink.

No petition may be signed by any electors more than one hundred eighty (180) days before the date of the applicable election, and such petitions shall be filed with the election authorities prescribed by general law not later than 4:00 p.m. on the ninetieth (90th) day prior to the date set for that election.

SECTION 4. ACCEPTANCE.

A person whose name has been submitted for candidacy by petition shall file an acceptance of such candidacy with the election authorities at least eighty-five (85) days before the date of the applicable election; otherwise, the name of that person shall not appear on the ballot. The signature of a candidate upon a declaration of candidacy contained as part of petitions filed with the election authorities, in accordance with general law, shall constitute compliance with the requirements of this section.

SECTION 5. WRITE-IN CANDIDATES.

A person seeking election as a write-in candidate shall file a declaration of intent with the election authorities at least seventy-two (72) days before the date of the applicable election. Such declaration shall state the name of the person seeking election as a write-in candidate, that person's place of residence, and the office for which the person desires to run. A write-in candidate must be an elector of the City at the time his or her declaration as such a candidate is filed with the election authorities. Declarations of candidacy for write-in candidates shall be made on standard forms provided by the county board of elections. A voter may write on the ballot the name of any person who has properly and timely filed a declaration of intent to run as a write-in candidate, and that vote shall be counted.

SECTION 6. CONDUCT OF ELECTIONS AND CANVASS OF VOTES.

All elections shall be conducted and the results canvassed and certified by the election authorities prescribed by general election laws, and all other matters relating to elections not herein or by ordinance of the Council specifically provided for shall be determined by the general election laws of the State.

ARTICLE VIII INITIATIVE, REFERENDUM AND RECALL

SECTION 1. INITIATIVE.

The people reserve unto themselves the right to propose, by initiative petition, any legislative measure, including the repeal of ordinances or resolutions adopted by the Council, approved by referendum vote or initiated by the people. Such initiative petition

must contain the signatures of not less than ten percent (10%) of the electors of the City, which shall mean signatures equal in number to at least ten percent (10%) of the total votes cast at the last preceding general municipal election.

When there shall have been filed with the Clerk of Council a petition signed by the aforesaid required number of electors proposing an ordinance or other measure, the Clerk shall certify the same to the Council at the next regular meeting, and the Council shall at once read and refer the same to an appropriate Council committee which may be the committee of the whole; provision shall be made for public hearings upon the proposed legislation before the committee to which it is referred, with opportunity for public comments at such hearings; thereafter the committee shall report the proposed measure to the Council with its recommendations thereon not later than the second regular meeting of the Council following that at which the proposed measure was submitted to the Council.

Upon receiving the proposed measure from the committee, the Council shall at once proceed to consider the same and shall take final action thereon within thirty days from the date of such committee's report. If the Council rejects the proposed measure, passes it in a form different from that set forth in the petition, or fails to take final action upon it within the time prescribed, then the committee of the petitioners may require that it be submitted to a vote of the electors in its original form, or that it be submitted to a vote of the electors with any proposed change, addition or amendment which was presented in writing, either at a public hearing before the committee to which such proposed measure was referred, or during the consideration thereof by the Council, and shall certify such fact to the Clerk within ten (10) days after the final action on such proposed measure by the Council, and the Clerk shall thereafter forthwith certify the intent of the committee of petitioners to the Council, which shall call an election.

No measure initiated by the people and adopted by popular vote shall be repealed by the Council, or so amended by it as to destroy the effectiveness thereof, within two years after it takes effect.

SECTION 2. REFERENDUM.

Any ordinance or other measure passed by the Council shall be subject to referendum, except as hereinafter provided. No ordinance or other measure shall go into effect until thirty (30) days after it shall have been passed by the Council, except as hereinafter provided; but nothing herein contained shall prevent the City, after the passage of any ordinance or other measure, from proceeding at once to give any notice or make any tender or publication required by such a measure, by this Charter, by general law or by general ordinance.

When there shall have been filed with the Clerk of Council a petition signed by not less than fifteen percent (15%) of the electors of the City (meaning signatures equal in number to at least fifteen percent (15%) of the total votes cast at the last preceding general municipal election) within thirty (30) days after any ordinance or other measure shall have been passed by the Council, ordering that such ordinance or other measure be submitted to the electors of the City for their approval or rejection, the Clerk shall, at the next regular

meeting of the Council, certify such petition to the Council. The Council shall thereupon proceed to reconsider such ordinance or other measure. If upon such reconsideration the ordinance or other measure be not entirely repealed, the Council shall provide for submitting it to a vote of the electors as herein elsewhere provided. No such ordinance or measure shall go into effect until approved by a majority of those voting on the same.

Whenever the Council is by law or provisions of general ordinances required to pass more than one ordinance or other measure to complete the legislation necessary to make and pay for any public improvement, the provisions of this section shall apply only to the first ordinance or other measure required to be passed and not to any subsequent ordinances or other measures relating thereto.

Whenever the electors shall have authorized the issuance of bonds, subsequent ordinances or other measures relating to the issuance of such bonds shall not be subject to the provisions of this section.

Ordinances or other measures providing for appropriations for the current expenses of the City, or for street improvements petitioned for by the owners of a majority of the feet front of the property benefited and to be specially assessed for the cost thereof, as provided by general law or general ordinance, and emergency ordinances or measures necessary for the immediate preservation of the public peace, health, safety or welfare of the City, shall go into immediate effect and shall not be subject to the provisions of this section.

SECTION 3. RECALL.

The people reserve unto themselves the right to recall and remove from office any member of the Council or the Mayor (each hereafter an "elected official" or an "official"). The procedure to effect such recall or removal shall be as follows:

A petition demanding that the question of removal of such elected official be submitted to the electors shall contain a concise statement setting forth the basis for the recall and shall be signed by at least twenty-five percent (25%) of the electors of the City, which in the case of the recall of a Council member shall mean signatures equal in number to at least twenty-five percent (25%) of the total votes cast at the last preceding general municipal election; and which in the case of the recall of the mayor, shall mean signatures equal in number to at least twenty-five percent (25%) of the total votes cast at the last preceding mayoral election. No recall petition shall be signed fewer than one hundred eighty (180) days following the commencement of the most recent term of office of the elected official whose recall is sought, and any signature affixed to such a petition earlier than that date shall be invalid. No petition may relate to the recall of more than one elected official.

When there shall have been filed with the Clerk of Council a recall petition signed by the aforesaid required number of electors, the Clerk shall certify the same to the Council at the next regular meeting and shall forthwith furnish a copy thereof to the elected official whose removal is so sought, and the Council shall call an election upon the question of such removal as herein elsewhere provided, unless within five (5) days after such certification

the official shall have tendered a written resignation to the Clerk. The date of certification of the petition to the Council by the Clerk shall be considered the date upon which the duty of the Council to call an election on the question of the removal of an elected official has arisen.

If a majority of the votes cast at such election on the question of removal is in the affirmative, the elected official whose removal is sought shall thereupon be deemed removed from office upon the certification of the official canvass of that election to the Council. A vacancy caused by such recall shall be filled, in the case of the removal of a member of Council, according to the provisions of Article III of this Charter. In the case of the removal of the Mayor pursuant to a recall election, the vacancy shall be filled according to the provisions of Article IV of this Charter. No elected official who has been recalled is eligible for appointment to fill any vacancy created as a result of such recall, in any elective office.

If a majority of the votes cast on the question of removal of any elected official is in the negative, the person whose removal was sought shall be allowed by the Council the reasonable expenses incurred incident to such election.

SECTION 4. GENERAL PROVISIONS.

Any initiative, referendum or recall petition may be presented in separate parts. Each part of any initiative petition shall contain a full and correct copy of the title and text of the proposed ordinance or other measure, and each part of any referendum petition shall contain the number and the full and correct copy of the title of the ordinance or other measure sought to be referred, but need not contain the full text of such ordinance or other measure. Each part of any recall petition shall contain the name of the elected official whose removal is sought and the statement of the basis for removal.

Each signer of any petition shall be a registered voter of the City and shall sign their name in ink and shall place on the petition their name and place of residence by street and number. Each part of any petition shall contain a circulator statement as required by the general laws of the State of Ohio. Each part of a petition shall also have printed thereon the names and addresses of at least five (5) registered electors of the City, who shall be officially regarded as filing the petition and shall constitute a committee of the petitioners for the purpose herein elsewhere named.

All such petitions shall be filed with the Clerk of the Council and all parts of any such petition shall be assembled by the Clerk as one instrument.

Within ten (10) days after the filing of a petition the Clerk shall ascertain whether the same is signed by the required number of qualified electors. Upon the completion of the examination the Clerk shall endorse upon the petition a certificate of the result thereof.

If the Clerk's certificate shows that the petition has an insufficient number of signatures, the Clerk shall at once notify each member of the committee of the petitioners herein elsewhere provided for, and the petition may be amended at any time within fifteen (15) days from the date of the Clerk's certificate of examination by filing with the Clerk an

additional petition in one or more parts in the same manner as provided for the original petition. In the event that it shall be determined by judicial proceedings that the certificate of the Clerk to the effect that the petition is sufficient is erroneous, the same period of fifteen (15) days shall be granted for additional petitions after the final judicial determination of such question.

Upon the filing of any such additional petitions, the Clerk shall within ten (10) days thereafter examine the petition as thus amended and attach thereto a certificate of the result of such examination, which shall constitute the final determination. Only one supplemental filing of petitions shall be permitted. The final determination of the insufficiency of a petition shall not prevent the filing of a new petition for the same purpose.

The filing of an initiative, referendum or recall petition by the Clerk with the Council within the times herein elsewhere provided shall be computed from the date of the attaching of the final certificate of the Clerk to such petition.

Whenever the Council is required to call an election by reason of the filing of an initiative, referendum or recall petition, the Council shall call an election for the submission of such initiative, referendum or recall question at the next regular primary or general election occurring not less than sixty (60) days nor more than one hundred twenty (120) days after such requirement has arisen. If no such regular primary or general election is to be held within such time, the Council shall call and set the date for a special election to occur not less than sixty (60) days nor more than one hundred twenty (120) days after the election requirement has arisen. In either event, the Council shall certify its action with regard to the calling of such election to the election authorities.

When any legislative measure resulting from any initiative or referendum petition is approved by a majority of the electors voting thereon, such legislative measure shall become effective at the time fixed therein and if no time is fixed therein, then such legislative measure shall become effective upon its approval by the electors; provided, however, that in the event that two or more inconsistent legislative measures on the same subject are submitted at the same election, only the one receiving the largest affirmative vote, not less than a majority, shall become effective.

SECTION 5. OFFICIAL PUBLICITY.

Not less than thirty (30) days prior to the election at which any initiated or referred legislative measure, or the recall of any elected official is to be submitted to the electors, the Clerk of Council shall either:

- (a) Print and mail to each registered elector an official publicity pamphlet, or
- (b) Publicize official publicity in a newspaper published and generally circulated in the City or, if no such newspaper is published in the City, then in a newspaper of general circulation within the City. Such publication shall be made once a week for not less than two (2) consecutive weeks with the first publication being at least thirty (30) days prior to such election.

Such publicity pamphlet or publication shall contain a full text of the initiated or referred ordinance or recall petition, with their respective ballot titles, together with any explanation or argument for or against such measure or recall which may have been filed with the Clerk of Council, as hereinafter provided. The validity of any initiated or referred legislative measure, approved by the electors, and the result of any recall election, shall not be questioned because of technical or non-consequential errors or irregularities in such mailing, distribution or publication.

Not less than fifty (50) days before any such election, the committee designated in the petition, as a result of which said election is called, may submit to the Clerk of Council an explanation or argument supporting the position taken by the signers of such petition. In the event of an initiated ordinance, which Council has failed to pass, or of a referred ordinance, the President of Council shall appoint a committee of three (3) members of the Council to prepare an answer to any explanation or argument submitted by the committee of the petitioners. In the event of a recall election, the official whose recall is sought may prepare an answer to any statement submitted by the committee of petitioners as provided in this section. Further, in connection with all initiative, referendum or recall petitions, any civic body or committee of residents may prepare an answer or response to any explanation or argument submitted by the committee of petitioners. Any such answer or response shall be prepared and filed with the Clerk in writing not less than forty (40) days prior to any such election. All explanations, arguments or statements for any measure or recall, and all answers or responses to the same, shall be signed by the persons authorized to submit the same. No such explanation, argument, answer or response shall exceed five hundred (500) words in length. Arguments in favor of or against any legislative measure or recall, filed with the Clerk pursuant to this section, shall at all times be open to the inspection of anyone interested therein.

ARTICLE IX FINANCES

SECTION 1. GENERAL

The laws of the State of Ohio relating to budgets, appropriations, taxation, debt, bonds and notes, assessments and other fiscal matters of the City shall be applicable to the City, except as otherwise provided by this Charter or by ordinance or resolution of Council. The fiscal year of the City is the calendar year.

SECTION 2. COMPLIANCE WITH LAWS AND PROVISION OF INFORMATION TO COUNCIL REGARDING THE ANNUAL BUDGET

Council shall adopt and the City will subsequently submit to governing authorities an annual tax budget in compliance with the general laws of the State of Ohio. The Mayor shall provide to Council an estimated annual tax budget by the time of the first Council meeting by the end of June of each fiscal year or at such time as may be required by Council. Prior to December 31 of each fiscal year, the City shall adopt a revised budget. The revised budget serves as the

basis for the annual appropriation measure. The Mayor shall provide an itemized estimate of the expenditures and revenues of the City departments for the ensuing year on or before November 15 of each fiscal year.

SECTION 3 PREPARATION AND ADOPTION OF FULL CITY BUDGET

The Mayor, with the assistance of staff including the City Administrator and the Director of Finance, shall prepare and submit to Council an annual budget document. The content of the annual budget document shall include the following:

- (a) A budget message from the Mayor and Director of Finance either jointly or separately.
- (b) An annual revenue budget. The annual revenue budget shall include an itemized estimate of the anticipated revenue from each source during the ensuing fiscal year, with a comparative statement of the amount received from such source during the two (2) preceding fiscal years and the current fiscal year plus an estimate of such amounts for the remainder of the current fiscal year. Revenue sources include property tax revenues and all other sources of revenue to the City. Assumptions made shall be noted, and explanations of significant changes shall be provided. The itemized estimate shall be provided to Council by November 15 of each fiscal year.
- (c) An annual appropriation budget. The annual appropriation budget shall include the following: (i) an itemized estimate of the expense of conducting each department and activity of the City for the ensuing fiscal year, together with comparative statements as provided in subsection (b) and with like treatment of assumptions and explanations; (ii) the amount of the total debt of the City, together with a schedule of amounts due on all outstanding bonds and notes; (iii) a statement of the projected unencumbered balance in each fund at the end of the current fiscal year and the actual unencumbered balance at the end of the prior fiscal year; (iv) a statement of the City's debt rating assessed by a recognized municipal debt rating agency for the two most recent fiscal years for which it is available; and (v) any other information as may be required by Council. The Mayor shall also make available to Council the most recent debt rating report on the City from a recognized municipal debt rating agency. The Mayor shall provide to Council the itemized estimate by November 15 of each fiscal year.
- (d) Annual capital budget. The capital budget shall include the following: (i) any departmental capital spending requests and how those spending requests relate to achieving departmental goals; (ii) itemized cost estimates and the anticipated method of financing upon which each capital expenditure is to be reliant; (iii) the itemized estimated annual cost of operating and maintaining the facilities or equipment to be constructed or acquired; (iv) a commentary on how the capital budget addresses the environmental, social, and governance sustainability of the community and region; and (v) any other information as may be required by Council.

(e) Council and the Mayor shall collaborate to ensure Council and the public have the opportunity to understand and offer comment on the budget by publishing and holding hearings on the budget. "Publishing" means to make available to the Council and the public in the contemporary means of information sharing. "Hearings" means discussion of the budget during meetings of the Council or its Committee of the Whole, identified as such on the agendas of such meetings. Council shall adopt a budget. Council shall subsequently act to implement the budget.

Council shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

SECTION 4. APPROPRIATION AND ADDITIONAL ORDINANCES

At or before the first meeting of the year in which the annual budget is to become effective, Council shall adopt an appropriation ordinance. Appropriations in the ordinance may not exceed the estimated revenues of the City for that year. Such ordinance may provide for a temporary or interim appropriation, but in such event an annual appropriation ordinance shall be adopted such that the City complies with the general laws of Ohio. Such appropriation may be amended as necessary from time to time by ordinance. Council shall take other actions as necessary to achieve the purposes of the budget.

SECTION 5. TRANSFER OF FUNDS.

Upon request of the Mayor, the Council may transfer any part of an unencumbered balance of an appropriation to a purpose or object for which the appropriation for the current year as proved insufficient, or may authorize a transfer of money to be made between items appropriated to the same office or department.

SECTION 6. UNENCUMBERED BALANCES.

At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated, and shall be subject to future appropriation. Any accumulated revenue not appropriated as hereinbefore provided, and any balances at any time remaining after the purposes of the appropriation shall have been satisfied or abandoned, may from time to time be appropriated by the Council to such uses as will not conflict with any uses for which such revenues specifically accrue. No money shall be drawn from the treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriations made by the Council.

SECTION 7. PAYMENT OF CLAIMS.

No warrant for the payment of any claim shall be issued by the Director of Finance until such claim shall have been approved by the director for the department for which the

indebtedness was incurred, and the Mayor. Such officers and their sureties shall be liable to the Municipality for any loss or damage sustained by the Municipality by reason of the corrupt approval of any such claim against the Municipality. Whenever any claim shall be presented to the Director of Finance, he shall have power to require evidence that the amount of the claim is justly due and is in conformity to law and ordinance; and for that purpose he may summon before him any officer, agent or employee of any department of the Municipality, or any other person, and examine him upon oath or affirmation relative thereto.

SECTION 8. CERTIFICATION OF FUNDS.

No contract, agreement, or other obligation involving the expenditure of money, shall be entered into, unless the Director of Finance shall have first certified in writing that the money required for such contract, agreement, obligation, or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose, which certificate shall be filed with the contract, agreement, or obligation. The sum so certified shall not thereafter be considered unappropriated until the City is discharged from the contract, agreement, or obligation; but the provisions of this section shall not be construed as prohibiting the making of contracts for the furnishing of services or public utilities for a period extending beyond a single fiscal year when such contracts are otherwise authorized by this Charter or by general law.

SECTION 9. MONEY IN THE FUNDS.

All moneys actually in the treasury to the credit of the fund from which they are to be drawn, and all moneys applicable to the payment of the obligation or appropriation involved, that are anticipated to come into the treasury before the maturity of such contract, agreement, or obligation, from taxes, assessments, or license fees, or from sales of services, products, or by-products of any City undertaking, and moneys to be derived from lawfully authorized bonds, sold and in process of delivery, shall, for the purpose of such certificate, be deemed to be in the treasury to the credit of the appropriate fund, and shall be subject to such certification.

SECTION 10. BOND ISSUES

Except as may be authorized specifically by the laws of the State of Ohio, no bonds or notes of the City may at any time be issued for current operating expenses or for acquisition of any property, asset or improvement with an estimated life or usefulness of less than five (5) years, but this prohibition shall not be construed as applying to money borrowed in anticipation of the collection of special assessments, or for defraying the expenses of an extraordinary epidemic of disease, or emergency expenses made necessary by sudden casualty that could not reasonably have been foreseen, or for paying final judgments upon non-contractual obligations.

SECTION 11. MATURITIES OF BONDS

The maturities of bonds may not extend beyond the estimated life of the related property, asset, or improvement, as certified to the Council by the Director of Finance, which certificate shall be on file with the Council before the passage of any bond ordinance.

SECTION 12. LIMITATIONS ON RATES OF TAXATION

The Council may not, in the absence of a favorable vote of the people, levy taxes in excess of eight (8) mills per one dollar (\$1.00) of assessed valuation on property in the City that is assessed and listed for taxation according to value and that is required or lawfully permitted to be included in the general levy for the general fund of the City for the purpose of paying current operating expenses including the purpose of police and fire pensions.

Notwithstanding the eight (8) mill limitation on taxation for current operating expenses, and in addition to it, Council may levy annually a tax not to exceed seven-tenths (.7) of one mill per one dollar (\$1.00) of all property in the City that is assessed and listed for taxation according to value, to be used for the acquisition, construction, reconstruction, rehabilitation, renovation, improvement, equipping and maintenance of land, facilities, buildings and structures belonging to or operated by the City and used for parks, playgrounds, play fields, rights of way, swimming pools, indoor recreation and community centers, municipal amphitheaters and cultural facilities, and related equipment, and for the debt charges on general obligation bonds and bond anticipation notes issued to pay the cost of the improvements and/or maintenance specified in this Section.

SECTION 13. AUDITING FINANCES

There shall be a financial audit of all of the affairs and accounts of the City each calendar year. This audit shall be conducted by the State of Ohio or by an independent certified public accountant or accounting firm authorized by the State of Ohio to conduct required audits of cities. Council may, in addition, at any other time, engage the services of an independent certified public accountant or accounting firm for the purpose of auditing all or a portion of the City's finances covering a period Council deems advisable. (Adopted 11-2-82.)

ARTICLE X. ETHICS AND NONDISCRIMINATION

SECTION 1. GENERAL EXPECTATIONS

The citizens of Cleveland Heights rightfully expect City officials, both elected and appointed, and City employees, to behave legally and ethically. All officials and employees are expected to treat each other with respect and to work together for the good of the City and its residents to make the City a desirable place to live. The citizens also rightfully expect honesty, respect and fair treatment from City officials and employees. City officials have a

responsibility to educate, monitor, and support all employees and City representatives in this mission.

SECTION 2. OATH OF OFFICE

The Mayor, City Administrator, all members of Council, and all other officers of the City shall, before entering upon the duties of the respective office or position, take and sign an oath or affirmation that conforms to applicable laws of the State of Ohio.

SECTION 3. PUBLIC ETHICS

City officials and employees shall comply with the general laws of the State of Ohio governing the ethical conduct of public officials and employees, including, but not limited to, prohibitions against conflicts of interest, accepting anything of value and unlawful interests in public contracts. No provision of this Article Ten shall be construed as limiting the applicability of the terms of the general laws of the State of Ohio governing the ethical conduct of public officials and employees, including, but not limited to, the prohibitions listed above, or the disqualification of or removal of public officials or employees from office or employment.

The Mayor shall be responsible for having copies of the relevant ethics laws delivered to each City official and employee. Each City official and employee shall attend training (in person or online) periodically from the Ohio Ethics Commission concerning the relevant ethics laws. If the Ohio Ethics Commission no longer provides that training, Council shall authorize the engagement of another provider for that training. The provider shall have expertise in the subject of laws governing the ethical conduct of public officials and employees in Ohio and shall be independent of the City.

SECTION 4. ROLE OF COUNCIL

Nothing in this Article shall be construed to prohibit Council from providing by ordinance additional rules and policies concerning the ethical conduct of elected and appointed City officials and employees that are not duplicative and do not conflict with the general laws of the State of Ohio.

SECTION 5. TRAINING FOR COUNCIL AND MAYOR

The City is committed to the best practices of municipal governance, innovation and administration, including those related to ethics, finances, budgeting, safety forces, infrastructure, human resources, planning and development, and current issues facing Cleveland Heights. To achieve these goals, Council members and the Mayor shall complete training pertinent to their respective positions on the best practices of municipal governance and administration. This training may include but not be limited to, parliamentary procedure, training on the roles and responsibilities of the Mayor, Council members, and Directors, Council's subpoena power and introduction and preparation of laws, resolutions and ordinances. Training sessions are to be provided for by the City, as determined by Council, within three (3) months of

a person's election or appointment to the position of Council or Mayor.

Training shall consist of eight (8) hours of instruction for new Council members and sixteen (16) hours of instruction for new Mayor. Council members who have previously served on Council and any Mayor who has previously held the office of Mayor of the City are exempt from the requirements of this section, but have the option of taking the opportunity for the training provided by the City.

Following the completion of such training and prior to the expiration of the three (3) month training period, a certificate provided by the Clerk of Council shall be signed by the person designated by the Council to verify completion of the training. The signed certificates shall be kept on file in the office of the Clerk of Council.

SECTION 6. NONDISCRIMINATION AND EQUAL OPPORTUNITY

No officer, employee, or agent of the city shall deny equal access to city services, or equal opportunity in employment and promotion, or the benefits thereof, to any person on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, family or military status, or any other status that is protected by federal, state, or local law or ordinance.

In its employment practices, the City is and shall continue to be an equal opportunity employer in furtherance of its nondiscrimination commitment. At least once per year, the Mayor or City Administrator shall prepare, in collaboration with the Director of Human Resources, and submit to the Council a report concerning the City's compliance with and performance with regard to this equal employment opportunity policy.

ARTICLE XI BOARDS AND COMMISSIONS

SECTION 1. CITY PLANNING COMMISSION

The Council shall establish a City Planning Commission of seven (7) voting members, all of whom shall be residents of the City of Cleveland Heights appointed by the Council and not employed by the City of Cleveland Heights. A vacancy occurring during the term of any voting member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment. There shall be the following nonvoting members of the Commission: The Chairman of the City Planning and Development Committee of the Council; the Mayor; the Director of the Department of Planning and Development, who shall serve as ex officio secretary of the Commission; and such other persons as the Council shall from time to time appoint by ordinance. Voting members shall serve for a term of six (6) years.

The City Planning Commission may make recommendations to the Council and the Mayor on all matters affecting the physical development of the City, taking into account such factors as economic, environmental and social sustainability, and shall perform all other duties and responsibilities provided by ordinance.

SECTION 2. CIVIL SERVICE COMMISSION

There is hereby established a Civil Service Commission which shall consist of three (3) electors of the City not holding other municipal office or employment, to be appointed by the Mayor subject to and effective upon confirmation by the Council. Each Civil Service Commissioner shall serve for a term of six (6) years and until a successor shall have been appointed and qualified. Any vacancies occurring during the term of any member shall be filled for the unexpired term in the manner authorized for an original appointment.

The Civil Service Commission shall elect one of its members as President. The Mayor shall appoint a City employee to serve as secretary of such Commission.

The Council shall provide by ordinance the powers, duties and jurisdiction of the Civil Service Commission, the determination of the positions of employment which shall comprise the classified and unclassified service of the City, the method and procedure for determining merit and fitness for employment and promotion in the classified service, and such other matters relating to classified employment service as may be necessary and proper.

On or before March 1 of each year preceding the year in which a presidential election is held, the Commission shall file with the Clerk of Council a written report following a review by the Commission of the salary and other compensation for members of Council and for the Mayor. The report shall set forth the Commission's recommendations for salary and other compensation for members of Council and the Mayor for new terms of office beginning on or after January 1 of the year next following the year in which the ordinance is adopted. Council shall provide by ordinance appropriate budget and support to enable the Commission to conduct the salary and other compensation review and prepare recommendations. The recommendations shall take into account the standards for salary and other compensation set forth in Section 3.4.

SECTION 3. BOARDS AND COMMISSIONS GENERALLY

Council may establish, by ordinance, any other boards, commissions, special committees or task forces it deems necessary, and may combine or abolish any board or commission except the City Planning Commission and the Civil Service Commission. A member of any board or commission established by the Charter or by Council shall be deemed an officer of the City within the meaning of this Charter. Council shall have the authority to establish, by ordinance, such rules and regulations as it deems necessary for the operation, governance and procedures of all City boards, commission, special committees, task forces or other similar bodies created by or under the authority of the Charter or by ordinance of Council. Such rules and regulations may

include, but are not limited to, matters relating to membership qualifications, appointments, terms of service, meeting procedures, quorum requirements, reporting requirements, and any other provisions necessary for the effective and transparent functioning of such bodies.

Except in the case of Mayor-appointed members of boards, commissions or advisory bodies of the City as described above (hereafter “board or commission members”), Council may remove any board or commission member for any reason provided herein for the removal of the Mayor or a member of Council, for the failure to attend meetings of the board, commission or similar body, or as provided under the general laws of Ohio, or for other just cause; provided, that the removal of a board or commission member shall require not less than ten (10) days written notice of the regular or special Council meeting where such removal shall be considered, and an opportunity for the board or commission member to be heard at such meeting. When the Mayor has appointed a board or commission member, the Mayor may remove the member for the reasons set forth herein for Council removal of board and commission members.

ARTICLE XII AMENDMENTS

Amendments to this Charter may be submitted to the electors of the City by a vote of five (5) members of the Council, and shall be submitted to the electors by the Council when a petition, signed by electors of the City equal in number to at least ten percent (10%) of the total votes cast at the last preceding general municipal election, setting forth any such proposed amendment, shall have been filed in the manner and form prescribed in Article VIII of this Charter for the submission of ordinances by initiative petition. The amendment shall be submitted to the electors at the next regular primary or general election, if one shall occur not less than sixty (60) days nor more than one hundred twenty (120) days after passage of the ordinance submitting it to the electors; otherwise the Council shall provide for the submission of the amendment at a special election to be called and held within the time aforesaid.

If any such proposed amendment be approved by a majority of the electors voting thereon, it shall become a part of this Charter at the time fixed in the amendment; and if no time is fixed therein, then such amendment shall become a part of this Charter upon its approval by the electors; provided, however, that in the event that two or more inconsistent amendments on the same subject are submitted at the same election, only the one of such amendments receiving the largest affirmative vote, not less than a majority, shall become a part of this Charter.

Not less than thirty (30) days prior to the election at which any Charter amendment is to be submitted to the electors, the Clerk of Council shall either:

- (a) Print and mail to each registered elector an official publicity pamphlet, or
- (b) Publicize official publicity in a newspaper published and generally circulated in the City or, if no such newspaper is published in the City, then in a newspaper of general circulation

within the City. Such publication shall be made once a week for not less than two (2) consecutive weeks with the first publication being at least thirty (30) days prior to such election.

Such publicity pamphlet or publication shall contain a full text of the Charter amendment, with its ballot title, together with any explanation or argument for or against such amendment which may have been filed with the Clerk of Council, as hereinafter provided. The validity of any Charter amendment approved by the electors shall not be questioned because of technical or non-consequential errors or irregularities in such mailing, distribution or publication.

Not less than fifty (50) days before an election on an initiated Charter amendment, the committee designated in the petition, as a result of which said election is called, may submit to the Clerk of Council an explanation or argument in support of the proposed amendment. If a Charter amendment has been proposed by the Council, the President of Council shall appoint a committee of three (3) members of the Council to prepare such explanation or argument which shall be submitted to the Clerk not less than fifty (50) days prior to the election on the amendment. Any civic body or committee of residents may prepare an answer or response to any explanation or argument in favor of a Charter amendment, which answer or response must be filed with the Clerk not less than forty (40) days prior to any such election. All explanations or arguments for or against any proposed Charter amendment shall be signed by the persons authorized to submit the same. No explanation or argument related to a proposed Charter amendment shall exceed five hundred (500) words in length and all such explanations and arguments filed with the Clerk in favor of or against any Charter amendment shall at all times be open to the inspection of anyone interested therein.

ARTICLE XIII CHARTER REVIEW

The Council shall, at least once during every ten (10) year period, by ordinance or resolution, appoint a Commission to review the Charter. The first ten (10) year period shall commence on January 1, 2026. Nine (9) electors of the City shall be appointed as members of the Charter Review Commission. Seven (7) members of the Commission shall be appointed by Council. Two (2) members shall be appointed by the Mayor in a writing delivered to the Clerk of Council, with no requirement for Council approval, not later than thirty (30) days after the adoption of an ordinance or resolution appointing the seven (7) members selected by Council. If the Mayor fails to make timely appointments to the Charter Review Commission, the Council shall appoint two (2) additional members to the Commission within 14 days. The Commission shall review the Charter and shall, within seven (7) calendar months after the appointment of Commission members by the Mayor unless a longer period is provided by Council, recommend to Council such amendments, if any, to this Charter, as in its judgment are desirable. Members of the Commission shall not hold any other office or position of employment with the City and shall serve without compensation. The meetings of the Charter Review Commission shall be open to the public. Within a reasonable time from receipt of the recommendations of Charter Review Commission, the Council shall consider them and may, if it determines to do so, submit the recommended Charter amendments to the voters as received from the Commission or as modified by the Council, in accordance with Article XII of this Charter.

ARTICLE XIV FRANCHISES

SECTION 1. GRANTS LIMITED.

No grant, or renewal thereof, to construct or operate a public utility on, under, or above the streets of the City shall be made by the Council to any person, persons, association, or corporation in violation of any limitation contained in this Charter.

SECTION 2. PERIOD OF GRANTS.

No such grant shall be made for a longer period than twenty-five years. No such grant shall be renewed earlier than two years prior to its expiration, unless the Council shall, by a vote of at least five of its members, first declare by ordinance its intention of considering a renewal thereof, which ordinance shall be passed at least thirty days prior to the passage of the ordinance granting such renewal.

SECTION 3. CONSENTS.

No consent of the owner of property abutting on any highway or public ground shall be required for the construction, extension, maintenance or operation of any public utility by original grant or renewal, unless such public utility is of such a character that its construction or operation is an additional burden upon the rights of the property owners in such highways or public grounds.

SECTION 4. REGULATIONS.

The Council shall at all times direct the distribution of space in, over, under, or across all streets or public grounds occupied by public utility fixtures. All rights granted for the construction and operation of public utilities shall be subject to the continuing right of the Council to pass reasonable regulations for the operation of such utilities, including the right to require such reconstruction, relocation, or discontinuance of the appliances used by the utilities, in the streets or public grounds, as shall, in the opinion of the Council, be necessary in the public interest.

SECTION 5. GRANTS NOT INCLUDED.

Revocable permits for laying temporary tracks across or along streets or other public grounds, to connect railroad or railway tracks with any property, shall not be regarded as a grant within the meaning of this Charter, but may be permitted in accordance with such terms or conditions as the Council may by ordinance prescribe.

ARTICLE XV SAVING CLAUSES

SECTION 1. LAWS CONTINUED IN FORCE.

All general laws of the State which are not in conflict with the provisions of this Charter or with any ordinance or resolution enacted thereunder shall apply to the government of the City of Cleveland Heights; and all ordinances, by-laws, and resolutions in force at the time of the taking effect of this Charter, not inconsistent with its provisions, shall continue in full force and effect until amended or repealed.

SECTION 2. PARTIAL INVALIDITY.

The determination by a court of competent jurisdiction that any section or part of a section of this Charter is invalid shall not invalidate, nor impair the force or effect, of any other section or part of a section, except to the extent that such other section or part of a section is dependent for its operation upon the section or part of a section so declared invalid.

SECTION 3. CONTINUANCE OF PRESENT OFFICIALS.

All persons holding office at the time this Charter takes effect shall continue in office, and in the performance of their duties until provision shall have been otherwise made in accordance with this Charter for the performance or discontinuance of the duties of any such office. When such provision shall have been made, the term of any such officer shall expire and the office be deemed abolished. The powers which are conferred and the duties which are imposed upon any officer, commission, board, or department of the City under the laws of the State, or under any City ordinance or contract in force at the time of the taking effect of this Charter shall, if such office, commission, board, or department is abolished by this Charter, be thereafter exercised and discharged by the officer, commission, board, or department upon whom are imposed corresponding functions, powers, and duties by this Charter or by any ordinance or resolution of the Council thereafter enacted.

SECTION 4. CONTINUANCE OF CONTRACTS AND VESTED RIGHTS.

All vested rights of the City shall continue to be vested in the City and shall not in any manner be affected by the adoption of this Charter; nor shall any right or liability, or pending suit or prosecution, either in behalf of or against the City, be in any manner affected by the adoption of this Charter, unless herein otherwise expressly provided to the contrary. All contracts entered into by this City or for its benefit prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected thereunder. Public improvements for which legislative steps shall have been taken under laws in force at the time this Charter takes effect may be carried to completion in accordance with the provisions of such laws.

ARTICLE XVI WHEN CHARTER TAKES EFFECT

This First Amended Charter shall take effect from the time of its approval by the electors of the City in the year 2025.

THE FIRST AMENDED CHARTER OF THE
CITY OF CLEVELAND HEIGHTS, OHIO

PREAMBLE

We, the people of the City of Cleveland Heights, in the County of Cuyahoga and the State of Ohio, in order to secure for ourselves the benefits of ~~local self-government~~municipal home rule under the Constitution of the State of Ohio and to exercise all powers of local self-government, and desiring to provide for a responsive, effective and accountable government maintaining the highest level of integrity for all members of our diverse community, do ~~ordain~~frame and ~~establish~~adopt this First Amended Charter for the government of the City of Cleveland Heights.

ARTICLE I NAME AND BOUNDARIES

The municipal corporation now existing and known as the City of Cleveland Heights shall continue to be a body politic and corporate under the same name and with the same boundaries, with power and authority to change its boundaries and annex other territory contiguous thereto in the manner authorized by the general laws of Ohio; but no territory shall be detached therefrom nor shall the City be annexed to any other municipality, without the consent of the Council and of a majority of its electors voting on such question.

ARTICLE II FORM OF GOVERNMENT AND POWERS

SECTION 1. FORM OF GOVERNMENT

The municipal government provided by this Charter shall, as reflected more specifically in other provisions of the Charter, be known as a Mayor-Council form of government.

SECTION 2. POWERS

The City of Cleveland Heights shall have all powers of local self-government now or hereafter granted to municipalities by the Constitution and laws of Ohio, and all such further powers as may now or hereafter be granted by the Constitution or laws of Ohio; and all such powers shall be exercised in the manner prescribed by this Charter or, if not prescribed by ordinancesCharter, by ordinance or resolution of the City Council ~~created hereby~~.

ARTICLE III THE COUNCIL

SECTION 1. POWERS, NUMBER AND TERM.

The legislative power of the City, except as ~~limited~~otherwise provided by this Charter, and such additional powers as may be expressly granted by this Charter, shall be vested in a Council of seven ~~members elected at large.~~(7) members elected at large. Except when an election may be required as the result of a vacancy in the Council, three (3) members of the Council shall be elected in the regular municipal election held in the year immediately preceding that in which a United States presidential general election is held, and four (4) members shall be elected in the regular municipal election held in the year immediately following that year in which a United States presidential general election is held. The terms of the members of the Council shall begin the first day of January next following their election, and they shall serve for a term of four years or until their successors are chosen and qualified,~~except that the three members elected at the first election by the lowest votes shall serve for two years only.~~

SECTION 2. QUALIFICATIONS.

To serve as a member of the Council, a person shall ~~be~~have been a resident and elector of the City of Cleveland Heights ~~at~~continuously for the twelve (12) months immediately preceding the time for submitting his or her nominating petition to the election authorities as required under the terms of this Charter, and shall continue to ~~reside therein~~be a resident and elector of the City during his or her term of office. No person shall be a member of Council who holds any employment with the City of Cleveland Heights, the Cleveland Heights/University Heights School District, or the East Cleveland School District, or who holds any elected public office other than that of precinct committee person or State central committee person.

SECTION 3. REMOVAL.

The Council shall be the judge of the election and qualifications of its own members. It may expel any member for gross misconduct, or malfeasance, ~~misfeasance or nonfeasance~~ in or disqualification for office, or for conviction of a ~~felony or a~~ crime involving moral turpitude while in office ~~or while a Councilmember-elect~~, or violation of ~~its charter, or persistent failure to abide by the rules~~oath of the Council office; provided, however, that such expulsion shall not take place without the concurrence of ~~five~~three-fourths (3/4) of the remaining members ~~or Council~~ nor until the accused member shall have been given a written copy of the charges against ~~him~~the member and an opportunity to be heard, ~~present evidence, and examine, under oath, all witnesses appearing in support of such charge or charges,~~ with not less than ten days' notice of the time and place of hearing. The accused member shall not vote on the question of removal.

SECTION 4. VACANCIES.

Any vacancy in the Council, shall be filled in the first instance by the appointment, by a majority of the remaining members of the Council, of an individual qualified under this Charter to serve as a member of Council. In the event Council fails to fill any vacancy within ~~forty-five~~ (45)sixty (60) days of the occurrence of such vacancy, then the Mayor shall fill ~~such vacancy~~ it by appointment within ~~the next~~ ten (10) days. The ~~individual Council member so~~ appointed to fill the vacancy shall serve ~~until for the balance of the unexpired term or until the beginning of the term of~~ a successor ~~is elected and qualified at an election as for the unexpired term as hereafter provided herein; provided, however, that if the vacancy in Council occurs in the year that the regular election for that office is already scheduled, then the person appointed shall hold office through December 31 of that year.~~

~~—For any vacancy in Council not occurring in the year that the regular election for that office is scheduled, an election. A successor shall be elected for the unexpired term shall be held at the next general election occurring regular municipal election if (a) such election occurs more than two (2) years prior to the expiration of the unexpired term; and (b) the vacancy shall have occurred more than one hundred and twenty (120) days after the date of the vacancy prior to such election. The term of a person elected to fill the vacancy at such election shall begin at the first regularly scheduled meeting of Council following the certification of electoral results of such election and shall extend for the remainder of the unexpired term.~~

~~—Subject to the provisions of this Section III-4, persons desiring to become candidates for the office in which the vacancy arose shall file nominating petitions, with the election authorities prescribed by general law, not later than 4:00 p.m. on the ninetieth (90th) day before such election. Such petitions shall not be signed by any electors more than one hundred eighty (180) days prior to such election. Other than with regard to the time limits in this section applicable to the filing and signature of petitions, such nominating petitions shall be subject to the requirements of Article VII, Section 3 of the Charter, including the number of required signatures.~~

SECTION 5. SALARIES AND OTHER COMPENSATION.

~~—Council may~~ In each year preceding the year in which a presidential election is held Council shall, by ordinance ~~passed biennially in odd numbered years~~, fix the ~~salaries of salary and other compensation of the Mayor and all members of the Council for the two-year period commencing on, with the salary and compensation prescribed by such ordinance applying to new terms of office beginning on or after January 1 of the second year following the presidential election year that this section shall become effective; provided that any such.~~ Any ordinance fixing salary and other compensation, to be effective, must be adopted at least sixty (60) days prior to the filing date for the filing of nominating petitions by candidates for Mayor or Council for the regular municipal election to be held in the year of adoption; and provided further that Council may, in the year in in which this section shall become

~~effective, pass an ordinance fixing, but not increasing, the salaries of all the ordinance is adopted. No change in salary and other compensation for a Council member or the Mayor shall take effect during the current term of office of that person.~~

~~Salary and other compensation for the six (6) members of Council for the two-year period commencing on January 1 other than the President of Council shall be identical, subject to the requirement that no salary or compensation shall change during a Council member's term of office. The salary and other compensation for the President of Council shall be larger by twenty-five percent (25%) than that of the first year following the year in which this section other members of Council. The salary and other compensation for Council members shall become effective, reflect the Council's consideration of any report of the Civil Service Commission provided pursuant to Article XI Section 2 of this Charter, the part-time duties of Council members, the economic condition of the City, comparable salary and other compensation of Council members in cities of similar size and annual budget, and the need to attract qualified candidates for Council.~~

~~The salary and other compensation for the Mayor shall reflect the Council's consideration of any report of the Civil Service Commission provided pursuant to Article XI Section 2 of this Charter, the full-time nature of the position, the economic conditions of the City, comparable salaries and other compensation of mayors in cities of similar size and budget, and the need to attract qualified candidates for the office of Mayor.~~

SECTION 6. APPOINTEES.

Council shall appoint a Clerk of Council, who shall have the duty of keeping Council's records and performing all other duties required by this Charter and by the Council.

Council may appoint, employ, hire, or engage any other employees, consultants, independent contractors, or other persons as it deems necessary for the proper discharge of its duties. The Clerk of Council and any other person so appointed and employed, hired, or engaged by the Council shall serve at the pleasure of the Council and shall report to the President of Council, or the designee of the President of Council, as their supervisor. The President of Council, rather than the Mayor, shall have the authority to execute any contract authorized by Council pursuant to this Section.

Neither the Council nor any of its members or committees ~~shall~~may dictate the appointment of any person to office or employment by the Mayor, nor, except as may be otherwise provided in this Charter, in any manner interfere with or prevent the Mayor or the City Administrator from exercising their judgment in the appointment of officers and employees in the administrative service. ~~Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the Mayor or the City Administrator and neither the Council nor any member thereof shall give orders to any of the subordinates of the Mayor or the City Administrator.~~

~~—In its employment practices, the City is and shall continue to be an equal opportunity employer. At least once each year, the Mayor shall submit a report to the Council for review concerning the carrying out of this policy. Council shall make this report public.~~

SECTION 7. MEETINGS.

The Council shall meet for the purpose of organization on the first Monday in January following each regular municipal election. In the event such first Monday is a legal holiday, Council shall meet the following day. Thereafter the Council shall meet at such times and at such public places within the City of Cleveland Heights as may be prescribed by ordinance or resolution. Four members shall constitute a quorum for a meeting of the Council or Council's Committee of the Whole.

Unless otherwise provided in this Charter, if authorized by ordinance, and subject to such regulations as Council may impose by ordinance consistent with this Section, any meeting of the Council or public hearing of Council may be held in-person or by means of teleconference, video conference or other similar electronic communications technology (which meetings or hearings may be referred to as "virtual"), or any combination of in-person attendance and attendance by use of such electronic technology. A Council member attending such a meeting by use of electronic communications technology as described herein may vote, participate, deliberate and take other official action in such meeting, and shall be counted as present including for purposes of establishing quorum, the same as if the member were physically present, provided that all applicable notice and procedural requirements are met and the public is able to hear and observe the discussions and deliberations of all of the members present including those participating by use of electronic communications technology. In the event that a member attending any meeting or hearing by use of electronic technology is disconnected and such disconnection results in less than a quorum being present at the meeting or hearing, then all discussions and deliberations shall be discontinued until that member is reconnected or appears in person.

The Council shall by ordinance provide for notice of its meetings, including identification of the method to access, hear and observe any such meeting in which electronic technology or videoconferencing will be utilized as provided herein. Other public bodies of the City may meet in-person or as otherwise described in this Section as authorized by ordinance of Council.

SECTION 8. GENERAL PROVISIONS.

The Council shall determine its own rules and order of business, provide for special meetings and keep a ~~journal~~record of its proceedings. The Council may by general ordinance provide: for legislative procedure; the form and method of enactment of ordinances; a simplified procedure for levying assessments; the method and manner of giving public notice of passage of ordinances or resolutions of a general or permanent nature; the advertisement and sale of bonds

and notes; and the advertisement and awarding of public contracts. Such general ordinances, when once adopted, shall not be repealed or amended except by vote of five members of the Council or by the people.

SECTION 9. ~~FRANCHISES.~~ COUNCIL'S SUBPOENA POWER

The Council shall have the power to make inquiries or investigations concerning the affairs of the City, and in the course of any such inquiry or investigation, the Council shall have the power to subpoena and compel the attendance and testimony of witnesses, and the power to require the production by subpoena of any books, papers, public records, or other documentary evidence pertinent to such investigation, inquiries, or hearing. The Director of Law or a notary public, designated by either the Director of Law or the Council President, shall have the power to administer oaths and affirmations in connection with the taking of testimony relative to any such investigation or hearing.

SECTION 10. EMERGENCY MEASURES

An emergency ordinance or resolution is one that is necessary for the immediate preservation of the public peace, health, safety or welfare of the City. No ordinance or resolution of Council shall be adopted as an emergency unless it receives the affirmative vote of at least two-thirds (2/3) of the members elected or appointed to Council, with the reason for the need to declare the emergency being separately set forth in a section of the ordinance or resolution. No measure making a grant, renewal or extension of a franchise or other special privilege, or regulating a rate to be charged for its service by any public utility, shall ever be passed as an emergency measure.

SECTION 10. ~~INTEREST IN CONTRACTS.~~

~~—No member of the Council, shall be directly or indirectly interested in any contract, job, work, or service with or for the City; nor in the profits or emoluments thereof; nor in the expenditure of any money on the part of the City; and any contract with the City in which any officer or employee is or becomes interested may be declared void by the Council.~~

~~—This section shall become effective January 1, 2022.~~

SECTION 11. PRESIDENT OF COUNCIL AND VICE PRESIDENT OF COUNCIL.

The Council shall, at the time of organizing, and every two years thereafter following each regular municipal election, elect one of its members as President of Council. The Council shall elect another member as Vice President of Council-, who shall perform the duties of the President of Council in the absence of the President. The President shall, with the Clerk of Council, prepare the agenda for meetings of the Council. In the absence of both the President and Vice President, the Clerk of Council shall prepare such agenda. The President of Council shall preside at all meetings of the Council and shall have a voice and vote in its proceedings, but

no veto. In the absence of both the President and Vice President, a President Pro Tem shall be elected from the members of Council in attendance by the affirmative vote of a majority of the members present at a Council meeting.

_____ In the event of a vacancy in either the office of President or Vice President, or in the event the Council shall determine by at least four of its members that either the President or Vice President is unable to fulfill the duties of their respective office, the Council shall immediately proceed to elect one of its members to serve in such office.

~~—The President, or in the President's absence the Vice President, shall preside at all meetings of the Council and shall have a voice and vote in its proceedings, but no veto.~~

~~—The President or Vice President of Council may become acting Mayor in accordance with Article IV-10.~~

~~—This section shall become effective January 1, 2021.~~

SECTION 12. COUNCIL INTERACTIONS WITH CITY ADMINISTRATION

_____ Council and the Mayor shall collaborate, in good faith for the best interests of the City, to ensure both that the administration of the government be conducted without unreasonable impediment and that members of Council be permitted to exchange information with and receive information from City administrative officers, Directors and Chiefs in order to support Council's legislative and constituent services functions. When appropriate, members of Council may serve the residents of the City as advocates through whom residents can seek the services of the City and any redress of grievances.

_____ The Mayor, City Administrator, or the Directors or Chiefs or their designees shall respond to inquiries from Council members in a complete, accurate and timely manner, in such fashion as Council may determine by ordinance or resolution. Without limiting the preceding sentence, the Council President or a Council Committee chair may request that a Director or Chief or their designee attend specified meetings of Council or of such Committee, respectively. When the Council President or a Council Committee chair has made such request, the Director or Chief requested to be in attendance, or their designee, shall attend the meeting and shall answer or respond in good faith to questions asked by any Council member or Council Committee member, respectively, related to the powers and duties of the Director, Chief or designee. Council may, by ordinance or resolution, require that all Directors and Chiefs, or their designees, attend all Council meetings and/or Council Committee of the Whole meetings.

ARTICLE IV THE MAYOR

~~{Previously City Manager}~~

SECTION 1. TERM.

The term of the Mayor shall begin the first day of January next following the election of the Mayor. The Mayor shall serve for a term of four years, unless removed from, recalled from, or disqualified for the office of Mayor, at which time ~~the Mayor's~~ successor ~~is~~ shall be chosen ~~and qualified in accordance with the provisions of this Charter.~~ The initial election of the Mayor shall occur at the regular municipal election occurring in ~~the year~~ 2021.

~~—This section shall become effective January 1, 2021.~~

SECTION 2. QUALIFICATIONS.

To serve as Mayor a person must have resided and been an elector of the City of Cleveland Heights for at least eighteen (18) months immediately preceding that election, and must continue to be a resident and elector of the City while holding office. The Mayor shall serve the City on a full-time basis. No person shall be the Mayor who holds any employment with the City of Cleveland Heights, the Cleveland Heights-University Heights School District, or the East Cleveland School District, or who holds any elected public office other than that of precinct committee person or State Central committee person. While the Mayor's primary responsibility, time and attention is to be directed to the business of the City, holding the office of Mayor does not necessarily preclude limited outside employment or other outside work by the person holding the office, provided that outside employment or work does not conflict or interfere with carrying out the duties assigned by this Charter ~~or, by Council ordinance not in conflict with this Charter,~~ or by general law, or otherwise violate any provision of this Charter, applicable ordinance or general law.

~~—This section shall become effective January 1, 2021.~~

SECTION 3. EXECUTIVE POWERS AND DUTIES.

The Mayor shall be the chief executive officer of the City, and shall maintain an office at the Cleveland Heights City Hall. The Mayor, together with a full-time ~~qualified~~ City Administrator, shall supervise the administration of the City's affairs, and, ~~except as otherwise provided in this Charter,~~ shall exercise control over all departments and divisions through the directors thereof; provided, however, that the Mayor shall have no authority to exercise control over the Council or its employees. The Mayor shall appoint, promote, transfer, reduce or remove

all officers and employees of the City, except members of Council, judges, and any other persons whose terms of office are fixed by this Charter or law. The Mayor shall be the chief conservator of the peace within the City, shall serve as Director of Public Safety, and shall see that all laws and ordinances are enforced therein by the appropriate law enforcement officials through appropriate legal process. The Mayor shall be responsible for the preparation and submission to the Council of the annual estimate of receipts and expenditures, and appropriation measures, ~~and~~ and, with and through the Director of Finance, shall at all times keep the Council fully advised as to the financial condition and needs of the City. The Mayor shall recommend to the Council such measures as the Mayor deems necessary or expedient. The Mayor shall, in a timely manner, exercise powers and perform duties conferred upon or required of the Mayor by this Charter, by ordinance consistent with this Charter, or by general laws. The Mayor shall see that all terms and conditions imposed in favor of this City or its inhabitants in any franchise or contract to which the City is a party are faithfully kept and performed. The Mayor shall execute on behalf of the City all contracts, conveyances, evidences of indebtedness and all other instruments to which the City is a party, except where this Charter authorizes another City official to execute a contract. The Mayor shall have custody of the seal of the City ~~and shall affix to it all of the above mentioned documents, but the absence of the seal shall not affect the validity of any such document.~~ The Mayor shall be recognized as the official and ceremonial head of the City government by all civil and governmental entities, and by the courts for the purpose of serving civil process.

~~—This section shall become effective January 1, 2022.~~

SECTION 4. CITY ADMINISTRATOR.

The City Administrator shall be appointed by the Mayor on the basis of executive and administrative training and experience related to municipal and/or other governmental operations, subject to confirmation by a majority of members of Council, and shall serve at the pleasure of the Mayor.

The City Administrator shall assist the Mayor in the operation of the Mayor's office and, subject to the Mayor's supervision and control, ~~be responsible for~~ assist in the preparation of the annual budget for presentation to the Council, and supervise the administration of personnel policies and practices in all departments. The City Administrator shall render ~~advice~~ advice to the Mayor regarding appointment, promotion, transfer, reduction and removal of all City personnel. The City Administrator shall, subject to the supervision and control of the Mayor, establish reporting procedures, require the submission and review of progress reports and operating goals, and generally assist in the coordination of activities of all departments, division, boards, commissions, officers and employees of the City, except for the professional activities and responsibilities of the ~~Law-Department~~ of Law.

The City Administrator shall make periodic written reports to the Mayor and Council, not less often than semiannually, ~~with such recommendations as the Mayor deems appropriate or otherwise as may be required by ordinance of Council,~~ concerning the administration of all

departments, divisions, boards and commissions of the City, and their needs and requirements for the future and shall, unless Council provides otherwise, attend all meetings of the Council and Committee of the Whole as well as, upon request of the Council President or Committee Chair, other Council Committee meetings.

The City Administrator may serve as the Director of any department, except the Departments of Law, Finance or Planning and Development (whether on a temporary or permanent basis) and shall perform such other duties, not inconsistent with this Charter, as may be required by the Mayor.

~~—This section shall become effective January 1, 2022.~~

SECTION 5. LEGISLATIVE POWERS.

The Mayor may introduce ordinances and resolutions in the Council, which introduction shall not be unreasonably refused or delayed, and may participate in all meetings of the Council, including executive sessions on the invitation of the Council President subject to the majority of Council determining otherwise by motion, but shall have no vote ~~therein~~ in any Council meeting. When attending Council meetings, including committee meetings, the Mayor shall be subject to such rules as the Council President or the Council shall prescribe applicable to such meetings with regard to parliamentary procedure, speaking opportunities, and time limits.

Every ordinance or resolution of the Council shall be signed by the Clerk of Council ~~or two members of the~~ and Council President and presented within five days of passage by the Council to the Mayor for consideration before it goes into effect. The Mayor may approve or disapprove the whole or any line item of an ordinance appropriating money, but otherwise ~~his~~ the approval or disapproval shall be addressed to the entire ordinance, ~~item~~, or resolution. If the Mayor approves such ordinance, line item, or resolution, the Mayor shall sign and file it with the Clerk of Council. If the Mayor disapproves such ordinance, item or resolution, the Mayor shall return it to the Clerk of Council together with a written statement of the Mayor's objections. Unless an ordinance, line item, or resolution is filed with the Clerk of Council, by the Mayor, with written notice of disapproval within ten days after its passage by the Council, it shall take effect as though the Mayor had signed it. When the Mayor has disapproved an ordinance, line item, or a resolution, as herein provided, the Council may, ~~at not later than~~ its next ~~second~~ regular meeting following the disapproval, reconsider the ordinance, line item, or resolution. If upon such reconsideration the ordinance, item, or resolution is approved by the votes of ~~five or more of the members of the Council~~, it shall take effect notwithstanding the disapproval of the Mayor; two-thirds (2/3) of the members elected or appointed to Council, it shall take effect notwithstanding the disapproval of the Mayor. For the avoidance of doubt, the following measures are not subject to disapproval by the Mayor: (a) an ordinance or other measure proposed by initiative petition and approved by a majority of the electors voting upon the measure in the City; (b) an ordinance or other measure submitting to a vote of the people a question resulting from the initiative, referendum or recall petition processes provided in Article VIII of this Charter; (c) an ordinance or resolution submitting to the electors any proposed

Charter amendment; or (d) an ordinance or resolution adopted by the Council pursuant to its authority to appoint a Clerk or to appoint, employ, hire, or engage other employees, consultants, independent contractors or other persons under Article III, Section 6.

~~—This section shall become effective January 1, 2022.~~

~~SECTION 6. JUDICIAL POWERS.~~

~~—The Mayor shall have all the judicial powers granted by the general laws of Ohio to mayors of cities, unless and until other lawful provisions shall be made for the exercise of such powers.~~

~~—This section shall become effective January 1, 2022.~~

~~SECTION 7. SALARY.~~

~~—Council shall set the salary of the Mayor for the two-year period commencing on January 1 of the second year following the year that this section shall become effective; provided that any such ordinance must be adopted at least sixty days prior to the filing date for the regular municipal election to be held in the year of adoption; and provided further that Council may, in the year in which this section shall become effective, pass an ordinance fixing the salary of the Mayor for the two-year period commencing on January 1 of the first year following the year in which this section shall become effective. The Mayor's salary shall be comparable with the salaries of mayors of other cities of similar size and market conditions.~~

~~—This section shall become effective January 1, 2021.~~

~~SECTION 8. INTEREST IN CONTRACTS.~~

~~—The Mayor, or the City Administrator, or any other officer or employee of the City shall not be directly or indirectly interested in or have any financial gain from any contract, job, work, or service with or for the City; nor in the profits or emoluments thereof; nor in the expenditure of any money on the part of the City. Any contract with the City in which any officer or employee is or becomes interested may be declared void by the Council.~~

~~—This section shall become effective January 1, 2022.~~

~~SECTION 9. REMOVAL.~~

If, at any time the Mayor shall cease to be qualified for the office, or shall be convicted of a felony, or shall be declared legally incompetent, the Mayor shall immediately forfeit office.

~~—This section shall become effective January 1, 2022.~~

SECTION ~~10-7.~~ ABSENCE AND VACANCY.

When the Mayor is absent and inaccessible, or is unable for any reason to perform the duties of Mayor, in either case as determined in writing by the Director of Law (or another attorney selected by Council if the Director of Law indicates a conflict of interest) pursuant to the written request for such determination from the Council President or any two (2) members of Council with such determination confirmed by the vote of the majority of the members elected or appointed to Council (in any case, "Mayor's inability to perform duties"), then the President of Council shall act as the Acting Mayor with the same powers and duties as the Mayor, but shall not thereby cease to be a member of Council. If the President of Council is unable to assume the duties of Acting Mayor, ~~the person designated by ordinance or resolution of Council shall be the Acting Mayor.~~ Council shall designate a person meeting the qualifications of Article IV, Section 2 to be the Acting Mayor. The person who becomes Acting Mayor in accordance with this Section shall serve in that capacity until the Mayor returns to duty or, as provided below, the President of Council becomes Mayor or another person is appointed Mayor by City Council, whichever occurs first.

If the ~~absence is deemed temporary, the Acting Mayor will continue~~ Mayor's inability to serve as Acting Mayor pending the return to duty of the Mayor. If the absence perform duties continues for more than sixty (60) consecutive days, or in case of the death, disqualification, resignation or removal of the Mayor, the Council shall, forthwith and in no event later than 65 days after the commencement of the Mayor's inability to perform duties or 10 days after the Mayor's death, disqualification, resignation or removal, declare the office of the Mayor vacant, and at which time the President of Council shall become Mayor; and shall cease to be a member of Council. If the President of Council is unable or unwilling to assume the duties of Mayor, the ~~Vice~~ President of Council shall ~~become Mayor, inform Council of the same within 5 days of the declaration of vacancy and the Council shall thereafter appoint a Mayor meeting the qualifications of Article IV, Section 2 within 45 days of the declaration; provided, however, that if the person appointed by Council is a member of Council, that person shall cease to be a member of Council. If the President upon appointment as Mayor.~~

The person who becomes Mayor because of a vacancy in such office shall serve for the balance of the unexpired term or until the beginning of the term of a successor elected for that unexpired term as hereinafter provided. A successor shall be elected for the unexpired term at the next regular municipal election if (a) such election occurs more than two (2) years prior to the expiration of the unexpired term and Vice President are unable to assume the duties of Mayor, Council shall elect from its members a Mayor, who will cease to be a member of Council. If none of the members of Council are able to assume the duties of Mayor, the Council shall appoint a Mayor. (b) the vacancy shall have occurred more than 180 days prior to such election. The term of the person elected to fill the vacancy at such election shall begin at the first regularly scheduled meeting of Council following the certification of the official electoral results of such election and shall extend for the remainder of the unexpired term.

~~—If a vacancy is declared, and the absence commenced 180 days or less before the next regularly scheduled November election for Mayor, the person filling the vacancy shall serve until the end of the unexpired term of the former Mayor. Otherwise, if a vacancy is declared, the person filling the vacancy shall serve only until the Mayor's successor is elected at the next November election, occurring more than 180 days after the absence commenced, such November election occurring in any calendar year. The successor Mayor shall serve for the unexpired term of the former Mayor.~~

~~—This section shall become effective January 1, 2022.~~

~~SECTION 11. RECALL.~~

~~—(a) The people reserve onto themselves the right to recall and remove the Mayor from office. The procedure to affect such recall or removal shall be as follows:~~

~~—A petition demanding that the question of removal of the Mayor be submitted to the electors shall contain a concise statement setting forth the basis for the recall and shall be signed by at least twenty-five percent of the electors of the City that voted in the most recent mayoral election.~~

~~—When such a petition signed by the aforesaid required number of electors has been filed, the Clerk shall certify the same to the Council at the next regular meeting and shall furnish a copy thereof to the Mayor. The Council shall call an election upon the question of the removal of the Mayor unless within five days after the Mayor has been furnished a copy of such certification the Mayor tenders a written resignation to the Clerk.~~

~~—(b) If a majority of the votes cast at such election on the question of removal of the Mayor are affirmative, the Mayor shall thereupon be deemed removed from office upon the certification of the official canvass of that election to the Council, and the vacancy of the office shall be filled according to the provisions of this Article.~~

~~—This section shall become effective January 1, 2022.~~

ARTICLE V ADMINISTRATIVE OFFICERS AND DEPARTMENTS

SECTION 1. DEPARTMENTS.

The following administrative departments are hereby established: (1) Department of Law; (2) Department of Finance; (3) Department of Planning & Development; (4) Department of Public Safety; (5) Department of Public Works; (6) Department of Community Services; ~~and~~ (7) Department of Parks and Recreation; and (8) Department of Human Resources.

The ~~Mayor~~Council shall by ordinance determine and prescribe the functions and duties of each department; and may create new positions or departments; The Council may by ordinance combine or abolish ~~existing~~ departments other than those established by this Charter and may establish temporary positions or departments for special work.

The Mayor shall serve as Director of the Department of Public Safety without additional compensation.

~~—This section shall become effective January 1, 2022.~~

SECTION 2. DIRECTORS.

There shall be a director of each department who shall have the principal and primary supervision and control thereof, ~~and who shall be appointed by,~~ and shall be responsible to the Mayor for the administration of each respective department. The ~~Mayor's~~ Mayor shall appoint the director of each department for a term running concurrently with the term of the Mayor making the appointment except that the appointment of the Director of Law, Director of Finance, Director of Human Resources, Director of Planning and Director of ~~Planning~~ Public Works shall be effective only upon the approval of a majority of the members of Council. The Mayor may remove the director of any department without ~~the~~ Council approval except that the removal of the Director of Law or the Director of Finance shall be effective only upon the approval of a majority of the members elected or appointed to Council.

The Director of Law shall be an attorney at law duly admitted to practice in the State of Ohio, and shall have been engaged in the active practice of law ~~continuously~~ for a period of at least five years ~~next~~ including the year immediately preceding ~~their~~ appointment. The Director of Law shall serve as chief legal advisor, attorney and counselor for the City, as well as the Mayor, the Council and all other officers and departments thereof in matters relating to their official duties; shall prepare or approve all contracts, bonds and other instruments in writing with which the City is concerned; and shall endorse on each an approval as to the form and correctness thereof when satisfied as to the same; shall attend all meetings of Council personally or through a designee, and shall perform other duties in accordance with City ordinance or as imposed by applicable law.

The Director of Finance shall be the head of the Department of Finance and the fiscal officer of the City, and shall serve and advise both the Mayor and the Council concerning the financial condition of the City, and keep an accurate account of all taxes and assessments, of all the property and debts of the City, of all receipts and disbursements of the City, and of all appropriations made by the Council. The Finance Director shall examine and approve, if in proper form, and if an appropriation has been duly made therefor, payrolls, bills and other claims, and prepare and sign all warrants. He or she shall be responsible for the preparation of all appropriation and other financial legislation and shall assist both the Mayor and the Council in the preparation of estimates, budgets, and other financial matters. He or she or their designee shall, unless Council determines otherwise, attend all meetings of the Council and Committee of the Whole, shall also have the title of City Auditor-, and shall perform such other duties in fiscal matters as Council by ordinance may prescribe.

____ Nothing herein shall be construed as preventing the same person from being director of more than one department. if the person is qualified to be director of each such department.

~~—This section shall become effective January 1, 2022.~~

~~(Amended 11-5-19.)~~

SECTION 3. MAYOR AS HEAD OF DEPARTMENTS.

Excepting the Departments of Law, Finance, and Planning and Development, the Mayor or City Administrator as directed by the Mayor may be the director of each and every department of the City government.

~~—This section shall become effective January 1, 2022.~~

SECTION 4. SALARIES AND BONDS.

The Council shall fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City, except as otherwise provided in this Charter. The Council may require any officer or employee to give a bond for the faithful performance of ~~his~~the duties of such officer or employee, in such an amount as it may determine, and it may provide that the premium therefor shall be paid by the City.

ARTICLE VI MUNICIPAL COURT

SECTION 1. ESTABLISHMENT.

The Cleveland Heights Municipal Court has been created and is in existence pursuant to the laws of the State of Ohio.

(Amended 11-7-72.)

SECTION 2. NOMINATION AND ELECTION.

The provisions of Article VII of this Charter shall govern the nomination and election of the Judge of the Cleveland Heights Municipal Court.

(Amended 11-7-72.)

SECTION 3. GENERAL PROVISIONS.

Except as otherwise specifically provided herein the Cleveland Heights Municipal Court shall be governed by the laws, rules and regulations of the State of Ohio.

(Amended 11-7-72.)

ARTICLE VII NOMINATIONS AND ELECTIONS

SECTION 1. TIME OF HOLDING ELECTIONS.

The regular municipal election shall be held on the first Tuesday after the first Monday in November in the odd numbered years. Any matter which, by the terms of this Charter, may be submitted to the electors of the City at any special election, may be submitted at the time of a primary election or of a general election.

~~—When there exists a vacancy in the office of the Mayor, an election for Mayor shall be held on the first Tuesday after the first Monday in November, occurring in any calendar year, and in accordance with the requirements specified in Article IV, Section 10.~~

—In the event there are three or more certified candidates for the office of Mayor, a non-partisan primary election shall be held for that office in accordance to the laws of the State of Ohio on the second Tuesday after the first Monday in September, in the year that an election is held for the office of Mayor. The names of the two candidates for Mayor receiving the highest number of votes in the non-partisan primary election shall appear at the subsequent November election.

~~—This section shall become effective January 1, 2021.~~

When there has been a vacancy in the Council, an election for the unexpired term shall be held as provided in Article III, Section 4, if applicable. When there has been a vacancy in the office of the Mayor, an election for Mayor shall be held as provided in Article IV, Section 6, if applicable.

SECTION 2. BALLOTS.

The ballots used in all elections provided for in this Charter shall be ~~paper ballots or mechanical or other devices for voting not inconsistent~~consistent with the general election laws of the State of Ohio, except as otherwise provided in this Charter.

The ballots used in all elections provided for in this Charter shall be without party marks or designations. The names of all candidates for any office shall be placed upon the same ballot ~~and the names shall be rotated in the manner provided by the laws of the State of Ohio.~~

~~—The full names of all candidates shall be printed on the ballots. If two or more candidates for the same office have the same surname or surnames so similar as to be likely to cause confusion, their residence addresses shall be printed with their names on the ballot.~~

~~—Write-in votes for Mayor in elections shall be permitted only if a duly nominated candidate cannot participate due to death or other disqualification, or if a candidate does not have an opponent, or if no candidate has been nominated.~~

~~—Declarations of candidacy for write-in candidates shall be made on standard forms provided by the county board of elections and submitted within a period of time prescribed by the general law of the State.~~

~~—This section shall become effective January 1, 2021.~~

SECTION 3. ~~PETITION~~NOMINATING PETITIONS FOR PLACES ON BALLOTS.

The name of any elector of the City shall be printed upon the ballot if there is filed with the election authorities prescribed by general law a petition in accordance with the following requirements:

~~—(a)—~~Such petition shall state the name and place of residence of the person whose name is presented for a place upon the ballot and the name of the office for which ~~he~~the person is a candidate. The nomination of each candidate shall be made by separate petition.

~~—(b)—Such—~~ The petition for a candidate for Mayor shall be signed by not less than three hundred (300) electors of the ~~Municipality equal in number to City and the petition for a candidate for Council shall be signed by~~ not less than two ~~percent~~hundred twenty-five (225) electors of the ~~total number of voters voting at the last regular election of municipal officers.~~

~~—(c)—City.~~ Each elector signing a petition shall add to ~~the~~hisr signature ~~the~~hisr place of residence, with street and number and date of signing. ~~No elector shall sign more nominating petitions for different candidates for a particular office than there are positions to be filled for that office at the election for which the petition is signed. If he does so, his signatures on all petitions which postdate his signing the permissible number of petitions shall be invalid.~~ All signatures shall be made with ink.

~~—(d)—The signature of all petitioners need not be appended to one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, made under penalty of election falsification, stating the number of signers thereto, that each person signed in the circulator's presence on the date mentioned, and that the signature is that of the person whose name it appears to be.~~

~~—(e)—Such~~ No petition ~~shall not~~may be signed by any electors more than one hundred eighty (180) days ~~prior to the date established in Seciton VII-1 for the primary election that is required to be held when there are three or more candidates certified for the office of Mayor before the date of the applicable election,~~ and such petitions shall be filed with the election authorities prescribed by general law not later than 4:00 p.m. on the ninetieth (90th) day prior to the date set for that ~~primary election, regardless of whether or not a primary is actually required to be held for a Mayoral election. This section shall become effective January 1, 2021~~election.

SECTION 4. ACCEPTANCE.

~~—Any~~ A person whose name has been submitted for candidacy by ~~any such~~ petition shall file an acceptance of such candidacy with the election authorities ~~not later than~~at least eighty-five (85) days ~~previous to~~before the date ~~established in Section VII-1 for of~~ the ~~primary election that is required to be held when there are three or more candidates certified for the office of Mayor, regardless of whether or not a primary is actually required to be held for a Mayoral~~applicable election; otherwise, the name of that person shall not appear on the ballot. The signature of a candidate upon a declaration of candidacy contained as part of petitions filed with the election authorities, in accordance with general law, shall constitute compliance with the requirements of this section. ~~This section shall become effective January 1, 2021.~~

SECTION 5. ~~WHO ELECTED~~WRITE-IN CANDIDATES.

~~—The voter may~~ A person seeking election as a ~~write the name of any-in~~ candidate ~~who has properly filed~~shall file a declaration ~~as a write-in candidate of intent~~ with the election authorities ~~on or before the at least~~ seventy-second (72nd) ~~day~~two (72) days before the date ~~established in Section VII-1 for the primary election that is required to be held when there are three or more candidates certified for the office of Mayor, regardless of whether or not a primary is actually required to be held for a Mayoral~~the applicable election. Such declaration shall state the name of the person seeking election as a write-in candidate, ~~his or her~~that person's place of residence, and the office for which ~~he or she~~the person desires to run. A write-in candidate ~~shall~~must be an elector of the City at the time his or her declaration as such a candidate is filed with the election authorities. ~~This section- Declarations of candidacy for write-in candidates shall become effective January 1, 2021. (Amended 11-8-16; 11-3-20.)~~be made on standard forms provided by the county board of elections. A voter may write on the ballot the name of any person who has properly and timely filed a declaration of intent to run as a write-in candidate, and that vote shall be counted.

SECTION 6. CONDUCT OF ELECTIONS AND CANVASS OF VOTES.

All elections shall be conducted and the results canvassed and certified by the election authorities prescribed by general election laws, and all other matters relating to elections not herein or by ordinance of the Council specifically provided for shall be determined by the general election laws of the State.

SECTION 7. VOTING BY A MEMBER OF THE ARMED FORCES AND HIS FAMILY.

~~—A member of the Armed Forces of the United States or a member of his family shall be entitled to vote in accordance with and pursuant to the procedures of the general election laws of the State of Ohio.~~

ARTICLE VIII INITIATIVE, REFERENDUM AND RECALL

SECTION 1. INITIATIVE.

The people reserve unto themselves the right to propose, by initiative petition, any legislative measure, including the repeal of ordinances or resolutions adopted by the Council, approved by referendum vote or initiated by the people. Such initiative petition must contain the signatures of not less than ten percent (10%) of the electors of the City, which shall mean signatures equal in number to at least ten percent (10%) of the total votes cast at the last preceding general municipal election.

When there shall have been filed with the Clerk of Council a petition signed by the aforesaid required number of electors proposing an ordinance or other measure, the Clerk shall certify the same to the Council at the next regular meeting, and the Council shall at once read and refer the same to an appropriate Council committee which may be the committee of the whole; provision may shall be made for public hearings upon the proposed legislation before the committee to which it is referred, with opportunity for public comments at such hearings; thereafter the committee shall report the proposed measure to the Council with its recommendations thereon not later than the second regular meeting of the Council following that at which the proposed measure was submitted to the Council.

Upon receiving the proposed measure from the committee, the Council shall at once proceed to consider the same and shall take final action thereon within thirty days from the date of such committee's report. If the Council rejects the proposed measure, ~~or~~ passes it in a form different from that set forth in the petition, or fails to take final action upon it within the time prescribed, then the committee of the petitioners may require that it be submitted to a vote of the electors in its original form, or that it be submitted to a vote of the electors

with any proposed change, addition or amendment which was presented in writing, either at a public hearing before the committee to which such proposed measure was referred, or during the consideration thereof by the Council, and shall certify such fact to the Clerk within ten (10) days after the final action on such proposed measure by the Council, ~~who~~and the Clerk shall thereafter forthwith certify the ~~same~~intent of the committee of petitioners to the Council, which shall call an election.

No measure initiated by the people and adopted by popular vote shall be repealed by the Council, or so amended by it as to destroy the effectiveness thereof, within two years after it takes effect.

SECTION 2. REFERENDUM.

Any ordinance or other measure passed by the Council shall be subject to referendum, except as hereinafter provided. No ordinance or other measure shall go into effect until thirty (30) days after it shall have been passed by the Council, except as hereinafter provided; but nothing herein contained shall prevent the City, after the passage of any ordinance or other measure, from proceeding at once to give any notice or make any tender or publication required by such a measure, by this Charter, by general law or by general ordinance.

When there shall have been filed with the Clerk of Council a petition signed by not less than fifteen percent (15%) of the electors of the City (meaning signatures equal in number to at least fifteen percent (15%) of the total votes cast at the last preceding general municipal election) within thirty (30) days after any ordinance or other measure shall have been passed by the Council, ordering that such ordinance or other measure be submitted to the electors of the City for their approval or rejection, the Clerk shall, at the next regular meeting of the Council, certify such petition to the Council. The Council shall thereupon proceed to reconsider such ordinance or other measure. If upon such reconsideration the ordinance or other measure be not entirely repealed, the Council shall provide for submitting it to a vote of the electors as herein elsewhere provided. No such ordinance or measure shall go into effect until approved by a majority of those voting on the same.

Whenever the Council is by law or provisions of general ordinances required to pass more than one ordinance or other measure to complete the legislation necessary to make and pay for any public improvement, the provisions of this section shall apply only to the first ordinance or other measure required to be passed and not to any subsequent ordinances or other measures relating thereto.

Whenever the electors shall have authorized the issuance of bonds, subsequent ordinances or other measures relating to the issuance of such bonds shall not be subject to the provisions of this section.

Ordinances or other measures providing for appropriations for the current expenses of the City, or for street improvements petitioned for by the owners of a majority of the feet front of the property benefited and to be specially assessed for the cost thereof, as provided by general law or general ordinance, and emergency ordinances or measures necessary for the immediate preservation of the public peace, health-~~or~~, safety or welfare of

the City, shall go into immediate effect and shall not be subject to the provisions of this section.

~~—Such emergency ordinances or measures must upon an aye or nay vote receive the vote of five members of the Council, and the reasons for such necessity shall be set forth in one section of the ordinance or other measure.~~

SECTION 3. RECALL.

~~(a)–~~The people reserve unto themselves the right to recall and remove from office any member of the Council. ~~or the Mayor (each hereafter an “elected official” or an “official”).~~ The procedure to effect such recall or removal shall be as follows:

A petition demanding that the question of removal of such ~~officerelected official~~ be submitted to the electors shall contain a concise statement setting forth the basis for the recall and shall be signed by at least twenty-five percent ~~(25%)~~ of the electors of the City, ~~which in the case of the recall of a Council member shall mean signatures equal in number to at least twenty-five percent (25%) of the total votes cast at the last preceding general municipal election; and which in the case of the recall of the mayor, shall mean signatures equal in number to at least twenty-five percent (25%) of the total votes cast at the last preceding mayoral election.~~ No recall petition shall be signed fewer than one hundred eighty (180) days following the commencement of the most recent term of office of the elected official whose recall is sought, and any signature affixed to such a petition earlier than that date shall be invalid. No petition may relate to the recall of more than one ~~officerelected official~~.

When there shall have been filed ~~a question~~with the Clerk of Council a recall petition signed by the aforesaid required number of electors, the Clerk shall certify the same to the Council at the next regular meeting and shall ~~forthwith~~ furnish a copy thereof to the ~~member of the Council~~elected official whose removal is so sought, and the Council shall call an election upon the question of such removal as herein elsewhere provided, unless within five ~~(5)~~ days after such certification the ~~member of the Council~~official shall have tendered ~~his~~a written resignation to the Clerk. ~~The date of certification of the petition to the Council by the Clerk shall be considered the date upon which the duty of the Council to call an election on the question of the removal of an elected official has arisen.~~

~~(b)–~~If a majority of the votes cast at such election on the question of removal ~~of any member of Council are is in the~~ affirmative, the ~~person~~elected official whose removal is sought shall thereupon be deemed removed from office upon the certification of the official canvass of that election to the Council, ~~and a.~~ A vacancy caused by such recall shall be filled ~~by, in~~ the ~~remainder~~case of the ~~removal of a member of~~ Council, according to the provisions of Article III of this Charter. ~~In the case of the removal of the Mayor pursuant to a recall election, the vacancy shall be filled according to the provisions of Article IV of this Charter. No elected official who has been recalled is eligible for appointment to fill any vacancy created as a result of such recall, in any elective office.~~

~~If, however, an election is held for the recall of more than three members of the Council, candidates to succeed them for their unexpired terms shall be voted upon at the~~

~~same election and shall be nominated by petitions dated and verified in the manner required for petitions presenting names of candidates for regular municipal elections and similar in form to such petitions and filed with the election authorities at least ninety (90) days prior to such recall election, but no such nominating petition shall be signed or circulated until such recall petition has been certified to the Council, and any signatures ante-dating such time shall not be counted.~~

~~—If a majority of the votes cast on the question of removal of any member of the Council are elected official is in the negative, the person whose removal is was sought shall be allowed by the Council his the reasonable expenses incurred incident to such election. This section shall become effective January 1, 2017.~~

SECTION 4. GENERAL PROVISIONS.

Any initiative ~~or~~, referendum or recall petition, ~~or one for a recall~~, may be presented in separate parts. Each part of any initiative petition shall contain a full and correct copy of the title and text of the proposed ordinance or other measure, and each part of any referendum petition shall contain the number and the full and correct copy of the title of the ordinance or other measure sought to be referred, but need not contain the full text of such ordinance or other measure. Each part of any recall petition shall contain the name of the elected official whose removal is sought and the statement of the basis for removal.

Each signer of any petition shall be a registered voter of the City and shall sign their name in ink and shall place on the petition their name and place of residence by street and number. Each part of any such petition shall contain a circulator statement as required by the affidavit general laws of the person soliciting the signatures to the same, which affidavit shall contain a statement State of the number of signers of such part of such petition and shall state that to the best of the affiant's knowledge and belief each of the signatures contained on such part is the genuine signature of the person whose name it purports to be, and that he believes such persons are registered electors of the City, and that they signed such petition with the knowledge of the contents thereof. Ohio. Each part of such a petition shall also have printed thereon the names and addresses of at least five (5) registered electors of the City, who shall be officially regarded as filing the petition and shall constitute a committee of the petitioners for the purpose herein elsewhere named.

All such petitions shall be filed with the Clerk of the Council and all parts of any such petition shall be assembled by the Clerk as one instrument.

Within ten (10) days after the filing of a petition the Clerk shall ascertain whether the same is signed by the required number of qualified electors. Upon the completion of his the examination the Clerk shall endorse upon the petition a certificate of the result thereof.

If the Clerk's certificate shows that the petition is has an insufficient he number of signatures, the Clerk shall at once notify each member of the committee of the petitioners herein elsewhere provided for, and the petition may be amended at any time within fifteen (15) days from the date of the Clerk's certificate of examination by filing with the Clerk an additional petition in one or more parts in the same manner as provided for the original

petition. In the event that it shall be determined by judicial proceedings that the certificate of the Clerk to the effect that the petition is sufficient is erroneous, ~~a similar~~the same period of ~~time~~fifteen (15) days shall be granted for additional petitions after the final judicial determination of such question.

Upon the filing of any such additional petitions, the Clerk shall within ten (10) days thereafter examine the petition as thus amended and attach thereto ~~his~~a certificate of the result, ~~and the petition of such examination, which~~ shall ~~thereafter constitute the final determination. Only one supplemental filing of petitions shall be treated in the same manner as it would have been treated after the original certification permitted.~~ The final determination of the insufficiency of a petition shall not prevent the filing of a new petition for the same purpose.

~~—The sufficiency of the number of signers to any initiative, referendum or recall petition, shall be determined on the basis of the number of registered voters at the last general election for municipal officers.~~

The filing of an initiative, referendum or recall petition by the Clerk with the Council within the times herein elsewhere provided shall be computed from the date of the attaching of the final certificate of the Clerk to such petition.

Whenever ~~it becomes the duty of~~ the Council is required to call an election by reason of the filing of an initiative ~~or~~, referendum or recall petition ~~or one for recall~~, the Council shall call an election for the submission of such ~~question, initiative, referendum~~ or recall, question at the next regular primary or general election occurring not less than sixty (60) days nor more than one hundred twenty (120) days ~~thereafter after such requirement has arisen.~~ If no such regular primary or general election is to be held within such time, the Council shall provide call and set the date for ~~calling~~ a special election to occur not less than sixty (60) days nor more than one hundred twenty (120) days ~~thereafter after the election requirement has arisen.~~ In either event, the Council shall certify its action ~~to the Director of Elections. Provided, however, that if the recall of more than three (3) members of with regard to the Council is sought by petition, calling of such election to the period of sixty (60) days hereinbefore provided shall be changed to one hundred twenty (120) days election authorities.~~

When any legislative measure resulting from any initiative or referendum petition is approved by a majority of the electors voting thereon, such legislative measure shall become effective at the time fixed therein and if no time is fixed therein, then such legislative measure shall become effective upon its approval by the electors; provided, however, that in the event that two or more inconsistent legislative measures on the same subject are submitted at the same election, only the one receiving the largest affirmative vote, not less than a majority, shall become effective. ~~This section shall become effective January 1, 2017.~~

SECTION 5. OFFICIAL PUBLICITY.

Not less than thirty (30) days prior to the election at which any ~~Charter amendment~~, initiated or referred legislative measure, or ~~the~~ recall of any ~~electived~~ official is to be submitted to the electors, the Clerk of Council shall either:

(a) Print and mail to each registered elector an official publicity pamphlet, or

(b) Publicize official publicity in a newspaper published and generally circulated in the City; or, if no such newspaper is published in the City, then in a newspaper of general circulation within the City. Such publication shall be made once a week for not less than two ~~(2)~~ consecutive weeks with the first publication being at least thirty (30) days prior to such election.

Such publicity pamphlet or publication shall contain a full text of the ~~Charter amendment~~, initiated or referred ordinance, or recall petition, with their respective ballot titles, together with any explanation or argument for or against such measure or recall which may have been filed with the Clerk of Council, as hereinafter provided. The validity of any ~~Charter amendment~~, initiated or referred legislative measure, approved by the electors, and the result of any recall election, shall not be questioned because of technical or non-consequential errors or irregularities in such mailing, distribution or publication.

Not less than fifty (50) days before any such election, the committee designated in the petition, as a result of which said election is called, may submit to the Clerk of Council an explanation or argument supporting the position taken by the signers of such petition. ~~If a Charter amendment is proposed by the Council a committee of three of the Council to be appointed by the Mayor shall prepare such explanation or argument.~~ In the event of an initiated ordinance, which Council has failed to pass, or of a referred ordinance, the ~~Mayor~~ President of Council shall appoint a committee of three ~~(3) members~~ of the Council to prepare an answer to ~~theany~~ explanation or argument submitted by the committee of the petitioners. In the ~~caseevent~~ of ~~a~~ recall elections, the official whose recall is sought may prepare an answer to ~~the argument of any statement submitted by~~ the committee of ~~the~~ petitioners. ~~Where a Charter amendment is proposed as provided in this section. Further, in connection with all initiative, referendum or recall petitions,~~ any civic body or committee of ~~citizensresidents~~ may prepare ~~and submit~~ an answer ~~or response~~ to ~~theany~~ explanation or argument ~~in favorsubmitted by the committee of such amendmentpetitioners.~~ Any such answer ~~or response~~ shall be prepared and filed with the Clerk ~~in writing~~ not less than forty (40) days prior to any such election. All explanations ~~or,~~ arguments ~~or statements~~ for ~~or against~~ any measure or recall, ~~and all answers or responses to the same,~~ shall be signed by the persons authorized to submit the same. No such explanation ~~or,~~ argument, ~~answer or response~~ shall exceed ~~threefive~~ hundred (3500) words in length ~~unless the person or persons submitting the same shall at the same time deposit with the Clerk of Council a sum of money sufficient to cover the proportionate cost of printing such excess.~~ Arguments in favor of or against any legislative measure or ~~electionrecall~~, filed with the Clerk pursuant to this section, shall at all times be open to the inspection of anyone interested therein.

ARTICLE IX FINANCES

SECTION 1. ~~BUDGET.~~ GENERAL

~~—The finances of the City shall always be conducted upon the budget system. The Mayor, with the assistance of the Director of Finance, shall furnish to the Council at such time prior to the first Monday in June of each year (or such other date as may from time to time be fixed by general law for the certifying of the budget of the Municipality, to the Budget Commissioners of the County or other similar officials having charge of taxation matters), as may be required by Council, an annual budget setting forth in itemized form an estimate stating the amount of money needed for the various departments in the Municipality for the succeeding calendar year, which shall be the fiscal year of the Municipality, and for each month thereof.~~

~~—Such annual budget shall set forth specifically such items as may be required by general law or by ordinance of the Council and the Council shall thereupon and within such time as may be prescribed by general law approve or revise such budget and submit the same to the County Budget Commissioners or similar officials. On or before the fifteenth day of November of each year, the Mayor shall submit to the Council an estimate of the expenditures and revenues of the City departments for the ensuing year. This estimate shall be compiled from the detailed information obtained from the several departments, on uniform blanks to be furnished by the Mayor and approved by the Council; and the Director of Finance shall assist the Mayor in the preparation of such information. Such information shall be furnished in detail for each department, and in such form as the City Council may from time to time require; and shall contain the recommendations of the Mayor as to the amounts to be appropriated, with the reasons therefor, in such detail as the Council may require.~~

~~—This section shall be effective January 1, 2022.~~

SECTION 2. ~~APPROPRIATION ORDINANCE.~~

~~—Upon receipt of such estimate, the Council shall at once~~ The laws of the State of Ohio relating to budgets, appropriations, taxation, debt, bonds and notes, assessments and other fiscal matters of the City shall be applicable to the City, except as otherwise provided by this Charter or by ordinance or resolution of Council. The fiscal year of the City is the calendar year.

SECTION 2. COMPLIANCE WITH LAWS AND PROVISION OF INFORMATION TO COUNCIL REGARDING THE ANNUAL BUDGET

Council shall adopt and the City will subsequently submit to governing authorities an annual tax budget in compliance with the general laws of the State of Ohio. The Mayor shall provide to Council an estimated annual tax budget by the time of the first Council meeting by the end of June of each fiscal year or at such time as may be required by Council. Prior to December 31 of each fiscal year, the City shall adopt a revised budget. The revised budget serves as the basis for the annual appropriation measure. The Mayor shall provide an itemized estimate of the expenditures and revenues of the City departments for the ensuing year on or before November 15 of each fiscal year.

SECTION 3 PREPARATION AND ADOPTION OF FULL CITY BUDGET

The Mayor, with the assistance of staff including the City Administrator and the Director of Finance, shall prepare and submit to Council an appropriation ordinance, in such manner as may be provided by general ordinance or resolution, using the Mayor's annual budget document. The content of the annual budget document shall include the following:

(a) A budget message from the Mayor and Director of Finance either jointly or separately.

(b) An annual revenue budget. The annual revenue budget shall include an itemized estimate of the anticipated revenue from each source during the ensuing fiscal year, with a comparative statement of the amount received from such source during the two (2) preceding fiscal years and the current fiscal year plus an estimate of such amounts for the remainder of the current fiscal year. Revenue sources include property tax revenues and all other sources of revenue to the City. Assumptions made shall be noted, and explanations of significant changes shall be provided. The itemized estimate shall be provided to Council by November 15 of each fiscal year.

(c) An annual appropriation budget. The annual appropriation budget shall include the following: (i) an itemized estimate as a basis, and such appropriations of the expense of conducting each department and activity of the City for the ensuing fiscal year, together with comparative statements as provided in subsection (b) and with like treatment of assumptions and explanations; (ii) the amount of the total debt of the City, together with a schedule of amounts due on all outstanding bonds and notes; (iii) a statement of the projected unencumbered balance in each fund at the end of the current fiscal year and the actual unencumbered balance at the end of the prior fiscal year; (iv) a statement of the City's debt rating assessed by a recognized municipal debt rating agency for the two most recent fiscal years for which it is available; and (v) any other information as may be required by Council. The Mayor shall also make available to Council the most recent debt rating report on the City from a recognized municipal debt rating agency. The Mayor shall provide to Council the itemized estimate by November 15 of each fiscal year.

(d) Annual capital budget. The capital budget shall include the following: (i) any departmental capital spending requests and how those spending requests relate to achieving departmental goals; (ii) itemized cost estimates and the anticipated method of financing upon which each capital expenditure is to be reliant; (iii) the itemized estimated annual cost of operating and maintaining the facilities or equipment to be constructed or acquired; (iv) a commentary on how the capital budget addresses the environmental, social, and governance sustainability of the community and region; and (v) any other information as may be required by Council.

(e) Council and the Mayor shall collaborate to ensure Council and the public have the opportunity to understand and offer comment on the budget by publishing and holding hearings on the budget. “Publishing” means to make available to the Council and the public in the contemporary means of information sharing. “Hearings” means discussion of the budget during meetings of the Council or its Committee of the Whole, identified as such on the agendas of such meetings. Council shall adopt a budget. Council shall subsequently act to implement the budget.

Council shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

SECTION 4. APPROPRIATION AND ADDITIONAL ORDINANCES

At or before the first meeting of the year in which the annual budget is to become effective, Council shall adopt an appropriation ordinance. Appropriations in the ordinance may not exceed the estimated revenues of the MunicipalityCity for that year. Such ordinance may provide for a temporary or interim appropriation, but in such event an annual appropriation ordinance shall be adopted such that the City complies with the general laws of Ohio. Such appropriation may be amended as necessary from time to time by ordinance. Council shall take other actions as necessary to achieve the purposes of the budget.

~~—This section shall be effective January 1, 2022.~~

SECTION 35. TRANSFER OF FUNDS.

Upon request of the Mayor, the Council may transfer any part of an unencumbered balance of an appropriation to a purpose or object for which the appropriation for the current year as proved insufficient, or may authorize a transfer of money to be made between items appropriated to the same office or department.

~~—This section shall be effective January 1, 2022.~~

SECTION ~~46~~. UNENCUMBERED BALANCES.

At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated, and shall be subject to future appropriation. Any accumulated revenue not appropriated as hereinbefore provided, and any balances at any time remaining after the purposes of the appropriation shall have been satisfied or abandoned, may from time to time be appropriated by the Council to such uses as will not conflict with any uses for which such revenues specifically accrue. No money shall be drawn from the treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriations made by the Council.

SECTION ~~57~~. PAYMENT OF CLAIMS.

No warrant for the payment of any claim shall be issued by the Director of Finance until such claim shall have been approved by the director for the department for which the indebtedness was incurred, and the Mayor. Such officers and their sureties shall be liable to the Municipality for any loss or damage sustained by the Municipality by reason of the corrupt approval of any such claim against the Municipality. Whenever any claim shall be presented to the Director of Finance, he shall have power to require evidence that the amount of the claim is justly due and is in conformity to law and ordinance; and for that purpose he may summon before him any officer, agent or employee of any department of the Municipality, or any other person, and examine him upon oath or affirmation relative thereto.

~~—This section shall be effective January 1, 2022.~~

SECTION ~~68~~. CERTIFICATION OF FUNDS.

No contract, agreement, or other obligation involving the expenditure of money, shall be entered into, ~~nor shall any ordinance, resolution or order for the expenditure of money be issued by the Council or be authorized by any officer of the City~~ unless the Director of Finance shall have first certified in writing ~~to the Council, or to the proper officer, as the case may be,~~ that the money required for such contract, agreement, obligation, or expenditure, is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose, which certificate shall be filed ~~and immediately recorded with the contract, agreement, or obligation.~~ The sum so certified shall not thereafter be considered unappropriated until the City is discharged from the contract, agreement, or obligation; but the provisions of this section shall not be construed as prohibiting the making of contracts for the furnishing of services or public utilities for a period extending beyond a single fiscal year when such contracts are otherwise authorized by this Charter or by general law.

SECTION ~~79.~~ MONEY IN THE FUNDS.

All moneys actually in the treasury to the credit of the fund from which they are to be drawn, and all moneys applicable to the payment of the obligation or appropriation involved, that are anticipated to come into the treasury before the maturity of such contract, agreement, or obligation, from taxes, assessments, or license fees, or from sales of services, products, or by-products of any City undertaking, and moneys to be derived from lawfully authorized bonds, sold and in process of delivery, shall, for the purpose of such certificate, be deemed to be in the treasury to the credit of the appropriate fund, and shall be subject to such certification.

SECTION ~~8.10.~~ BOND ISSUES.

Except as may be authorized specifically by the laws of the State of Ohio, no bonds or notes of the City ~~shall~~ may at any time be issued for current operating expenses or for acquisition of any property, asset or improvement ~~of the~~ with an estimated life or usefulness of less than five ~~(5)~~ years, but this prohibition shall not be construed as applying to money borrowed in anticipation of the collection of special assessments, or for defraying the expenses of an extraordinary epidemic of disease, or emergency expenses made necessary by sudden casualty ~~which~~ that could not reasonably have been foreseen, or for paying final judgments upon non-contractual obligations.

SECTION ~~9.11.~~ MATURITIES OF BONDS.

~~All bonds shall be serial bonds; and the~~ The maturities ~~thereof shall~~ of bonds may not extend beyond the estimated life of the ~~related~~ property, asset, or improvement, as certified to the Council by the Director of Finance, which certificate shall be on file with the Council ~~prior to~~ before the passage of any bond ordinance.

SECTION ~~10.~~ TEMPORARY LOANS.

~~In anticipation of the collections of current revenues in any fiscal year, the City may borrow money and issue certificates of indebtedness therefor, signed as municipal bonds are signed, but no such loans shall be made to exceed the amount estimated to be actually received from taxes or other current revenues, for such fiscal year, after deducting all advances. The sum so anticipated shall be deemed appropriated for the payment of such certificates at maturity. The certificates shall not run for a longer period than six months nor bear a greater rate of interest than is permitted under the laws of the State of Ohio, and shall not be sold for less than the par value thereof with accrued interest. (Amended 11-7-72.)~~

~~SECTION 11. LIMITATION~~12. LIMITATIONS ON RATES OF TAXATION ~~FOR~~
~~CURRENT OPERATING EXPENSES.~~

The ~~power of the~~ Council ~~without a~~ may not, in the absence of a favorable vote of the people ~~to~~, levy taxes in excess of eight (8) mills per one dollar (\$1.00) of assessed valuation on property in the City that is assessed and listed for taxation according to value and that is required or lawfully permitted to be included in the general levy for the general fund of the City for the purpose of paying ~~the~~ current operating expenses including the purpose of police and fire pensions, ~~which is required to be, or may lawfully be, included in the general levy for the general fund of the City, shall not exceed 8 mills per one dollar (\$1.00) of assessed valuation. (Amended 11-7-72.)~~

~~SECTION 11(A). LIMITATION ON RATE OF TAXATION FOR IMPROVEMENT AND MAINTENANCE OF CITY OWNED PARKS, RECREATION AND CULTURAL FACILITIES.~~

~~—Notwithstanding the eight (8) mill limitation on taxation for current operating expenses contained in Section 11 of this article, and in addition thereto to it, Council may levy annually, commencing with a levy on the 2004 tax duplicate for collection in calendar year 2005, a tax not to exceed seven-tenths (.7) of one mill per one dollar (\$1.00) of all property in the City that is assessed and listed for taxation according to value, to be used for the acquisition, construction, reconstruction, rehabilitation, renovation, improvement, equipping and maintenance of land, facilities, buildings and structures belonging to or operated by the City and used for parks, playgrounds, play fields, rights of way, swimming pools, indoor recreation and community centers, municipal amphitheaters and cultural facilities, and the related equipment therefor, and for the debt charges on general obligation bonds and bond anticipation notes issued to pay the cost of the improvements and/or maintenance specified herein. (Added 11-2-04.) in this Section.~~

~~SECTION 123.~~ AUDITING FINANCES:

~~—Council may engage the services of a private independent public~~ There shall be a financial audit of all of the affairs and accounts of the City each calendar year. This audit shall be conducted by the State of Ohio or by an independent certified public accountant or accounting firm authorized by the State of Ohio to conduct required audits of cities. Council may, in addition, at any other time, engage the services of an independent certified public accountant or accounting firm for the purpose of auditing all or a portion of the City's finances. Said contractual arrangements shall be for covering a period deemed proper by Council. This section shall become effective January 1, 1983. deems advisable. (Adopted 11-2-82.)

ARTICLE X
~~FRANCHISES.~~ ETHICS AND NONDISCRIMINATION

SECTION 1. ~~GRANTS LIMITED.~~ GENERAL EXPECTATIONS

~~—No grant, or renewal thereof, to construct or operate a public utility on, under, or above the streets of the City shall be made by the Council to any person, persons, association, or corporation in violation of any limitation contained in this Charter.~~

The citizens of Cleveland Heights rightfully expect City officials, both elected and appointed, and City employees, to behave legally and ethically. All officials and employees are expected to treat each other with respect and to work together for the good of the City and its residents to make the City a desirable place to live. The citizens also rightfully expect honesty, respect and fair treatment from City officials and employees. City officials have a responsibility to educate, monitor, and support all employees and City representatives in this mission.

SECTION 2. ~~PERIOD~~ OATH OF GRANTS.~~OFFICE~~

~~—No such grant shall be made for a longer period than twenty-five years. No such grant shall be renewed earlier than two years prior to its expiration, unless the Council shall, by a vote of at least five of its members, first declare by ordinance its intention of considering a renewal thereof, which ordinance shall be passed at least thirty days prior to the passage of the ordinance granting such renewal.~~

SECTION 3. ~~CONSENTS.~~

~~—No consent of the owner of property abutting on any highway or public ground shall be required for the construction, extension, maintenance or operation of any public utility by original grant or renewal, unless such public utility is of such a character that its construction or operation is an additional burden upon the rights of the property owners in such highways or public grounds.~~

SECTION 4. ~~REGULATIONS.~~

~~—The Council shall at all times direct the distribution of space in, over, under, or across all streets or public grounds occupied by public utility fixtures. All rights granted for the construction and operation of public utilities shall be subject to the continuing right of the Council to pass reasonable regulations for the operation of such utilities, including the right to require such reconstruction, relocation, or discontinuance of the appliances used by the utilities, in the streets or public grounds, as shall, in the opinion of the Council, be necessary in the public interest.~~

SECTION 5. ~~GRANTS NOT INCLUDED.~~

~~—Revocable permits for laying temporary tracks across or along streets or other public grounds, to connect railroad or railway tracks with any property, shall not be regarded as a~~

~~grant within the meaning of this Charter, but may be permitted in accordance with such terms or conditions as the Council may by ordinance prescribe.~~

~~The Mayor, City Administrator, all members of Council, and all other officers of the City shall, before entering upon the duties of the respective office or position, take and sign an oath or affirmation that conforms to applicable laws of the State of Ohio.~~

SECTION 3. PUBLIC ETHICS

~~City officials and employees shall comply with the general laws of the State of Ohio governing the ethical conduct of public officials and employees, including, but not limited to, prohibitions against conflicts of interest, accepting anything of value and unlawful interests in public contracts. No provision of this Article Ten shall be construed as limiting the applicability of the terms of the general laws of the State of Ohio governing the ethical conduct of public officials and employees, including, but not limited to, the prohibitions listed above, or the disqualification of or removal of public officials or employees from office or employment.~~

~~The Mayor shall be responsible for having copies of the relevant ethics laws delivered to each City official and employee. Each City official and employee shall attend training (in person or online) periodically from the Ohio Ethics Commission concerning the relevant ethics laws. If the Ohio Ethics Commission no longer provides that training, Council shall authorize the engagement of another provider for that training. The provider shall have expertise in the subject of laws governing the ethical conduct of public officials and employees in Ohio and shall be independent of the City.~~

SECTION 4. ROLE OF COUNCIL

~~Nothing in this Article shall be construed to prohibit Council from providing by ordinance additional rules and policies concerning the ethical conduct of elected and appointed City officials and employees that are not duplicative and do not conflict with the general laws of the State of Ohio.~~

SECTION 5. TRAINING FOR COUNCIL AND MAYOR

~~The City is committed to the best practices of municipal governance, innovation and administration, including those related to ethics, finances, budgeting, safety forces, infrastructure, human resources, planning and development, and current issues facing Cleveland Heights. To achieve these goals, Council members and the Mayor shall complete training pertinent to their respective positions on the best practices of municipal governance and administration. This training may include but not be limited to, parliamentary procedure, training on the roles and responsibilities of the Mayor, Council members, and Directors, Council's subpoena power and introduction and preparation of laws, resolutions and ordinances. Training sessions are to be provided for by the City, as determined by Council, within three (3) months of a person's election or appointment to the position of Council or Mayor.~~

Training shall consist of eight (8) hours of instruction for new Council members and sixteen (16) hours of instruction for new Mayor. Council members who have previously served on Council and any Mayor who has previously held the office of Mayor of the City are exempt from the requirements of this section, but have the option of taking the opportunity for the training provided by the City.

Following the completion of such training and prior to the expiration of the three (3) month training period, a certificate provided by the Clerk of Council shall be signed by the person designated by the Council to verify completion of the training. The signed certificates shall be kept on file in the office of the Clerk of Council.

SECTION 6. NONDISCRIMINATION AND EQUAL OPPORTUNITY

No officer, employee, or agent of the city shall deny equal access to city services, or equal opportunity in employment and promotion, or the benefits thereof, to any person on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, family or military status, or any other status that is protected by federal, state, or local law or ordinance.

In its employment practices, the City is and shall continue to be an equal opportunity employer in furtherance of its nondiscrimination commitment. At least once per year, the Mayor or City Administrator shall prepare, in collaboration with the Director of Human Resources, and submit to the Council a report concerning the City's compliance with and performance with regard to this equal employment opportunity policy.

ARTICLE XI BOARDS AND COMMISSIONS

SECTION 1. CITY PLANNING COMMISSION

SECTION 1. ESTABLISHMENT.

—The Council shall establish a City Planning Commission of seven (7) voting members, all of whom shall be residents of the City of Cleveland Heights appointed by the Council and not employed by the City of Cleveland Heights. A vacancy occurring during the term of any voting member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment. There shall be the following nonvoting members of the Commission: The Chairman of the City Planning and Development Committee of the Council; the Mayor; the Director of the Department of Planning and Development, who shall serve as ex officio secretary of the Commission; and such other persons as the Council shall from time to time appoint by ordinance. ~~The voting~~ Voting members shall serve for a term of six (6) years ~~except that, of the members first appointed, two shall be appointed for a term of two years, and two shall be appointed for a term of four years, and two shall be appointed for a term of six years, beginning January 1, 1955.~~

~~—This section shall be effective January 1, 2022.~~

~~SECTION 2. POWERS.~~

~~—The City Planning Commission may make recommendations to the Council and the Mayor on all matters affecting the physical development of the City. In addition the Commission, taking into account such factors as economic, environmental and social sustainability, and shall perform all other duties and responsibilities provided by ordinance.~~

~~—This section shall be effective January 1, 2022.~~

~~ARTICLE XII~~

~~SECTION 2. CIVIL SERVICE COMMISSION~~

~~SECTION 1. ESTABLISHMENT.~~

~~—The~~ There is hereby established a Civil Service Commission which shall consist of three (3) electors of the City not holding other municipal office or employment, to be appointed by the Mayor, ~~which appointment shall be confirmed subject to and effective upon confirmation~~ by the Council. Each Civil Service Commissioner shall serve for a term of six (6) years and until his successor shall have been appointed and qualified. Any vacancies occurring during the term of any member shall be filled for the unexpired term in the manner authorized for an original appointment.

~~—This section shall be effective January 1, 2022.~~

~~SECTION 2. OFFICERS AND EMPLOYEES.~~

~~—The Civil Service Commission shall elect one of its members as President. The Mayor shall appoint a City employee to serve as secretary of such Commission.~~

~~—This section shall be effective January 1, 2022.~~

~~SECTION 3. POWERS AND PROCEDURES.~~

~~—The Council shall provide by ordinance the powers, duties and jurisdiction of the Civil Service Commission, the determination of the positions of employment which shall comprise the classified and unclassified service of the City, the method and procedure for determining merit and fitness for employment and promotion in the classified service, and such other matters relating to classified employment service as may be necessary and proper.~~

~~(Amended 11-7-72.)~~

On or before March 1 of each year preceding the year in which a presidential election is held, the Commission shall file with the Clerk of Council a written report following a review by the Commission of the salary and other compensation for members of Council and for the Mayor. The report shall set forth the Commission's recommendations for salary and other compensation for members of Council and the Mayor for new terms of office beginning on or after January 1 of the year next following the year in which the ordinance is adopted. Council shall provide by ordinance appropriate budget and support to enable the Commission to conduct the salary and other compensation review and prepare recommendations. The recommendations shall take into account the standards for salary and other compensation set forth in Section 3.4.

SECTION 3. BOARDS AND COMMISSIONS GENERALLY

Council may establish, by ordinance, any other boards, commissions, special committees or task forces it deems necessary, and may combine or abolish any board or commission except the City Planning Commission and the Civil Service Commission. A member of any board or commission established by the Charter or by Council shall be deemed an officer of the City within the meaning of this Charter. Council shall have the authority to establish, by ordinance, such rules and regulations as it deems necessary for the operation, governance and procedures of all City boards, commission, special committees, task forces or other similar bodies created by or under the authority of the Charter or by ordinance of Council. Such rules and regulations may include, but are not limited to, matters relating to membership qualifications, appointments, terms of service, meeting procedures, quorum requirements, reporting requirements, and any other provisions necessary for the effective and transparent functioning of such bodies.

Except in the case of Mayor-appointed members of boards, commissions or advisory bodies of the City as described above (hereafter "board or commission members"), Council may remove any board or commission member for any reason provided herein for the removal of the Mayor or a member of Council, for the failure to attend meetings of the board, commission or similar body, or as provided under the general laws of Ohio, or for other just cause; provided, that the removal of a board or commission member shall require not less than ten (10) days written notice of the regular or special Council meeting where such removal shall be considered, and an opportunity for the board or commission member to be heard at such meeting. When the Mayor has appointed a board or commission member, the Mayor may remove the member for the reasons set forth herein for Council removal of board and commission members.

ARTICLE ~~XII~~ XII AMENDMENTS

Amendments to this Charter may be submitted to the electors of the City by a vote of five ~~(5)~~ members of the Council, and shall be submitted ~~to the electors~~ by the Council when a petition, signed by ~~not less than ten electors of the City equal in number to at least ten percent (10%) of the total number of electors as shown by those registered votes cast~~ at the last

preceding general-~~or~~ municipal election, setting forth any such proposed amendment, shall have been filed in the manner and form prescribed hereinin Article VIII of this Charter for the submission of ordinances by initiative petition. The amendment shall be submitted to the electors at the next regular primary or general election, if one shall occur not less than sixty (60) days, nor more than one hundred twenty (120) days after ~~its~~-passage ~~or filing of the ordinance submitting it to the electors~~; otherwise the Council shall provide for the submission of the amendment at a special election to be called and held within the time aforesaid.

If any such proposed amendment be approved by a majority of the electors voting thereon, it shall become a part of this Charter at the time fixed in the amendment; and if no time is fixed therein, then such amendment shall become a part of this Charter upon its approval by the electors; provided, however, that in the event that two or more inconsistent amendments on the same subject are submitted at the same election, only the one of such amendments receiving the largest affirmative vote, not less than a majority, shall become a part of this Charter.

Not less than thirty (30) days prior to the election at which any Charter amendment is to be submitted to the electors, the Clerk of Council shall either:

(a) Print and mail to each registered elector an official publicity pamphlet, or

(b) Publicize official publicity in a newspaper published and generally circulated in the City or, if no such newspaper is published in the City, then in a newspaper of general circulation within the City. Such publication shall be made once a week for not less than two (2) consecutive weeks with the first publication being at least thirty (30) days prior to such election.

Such publicity pamphlet or publication shall contain a full text of the Charter amendment, with its ballot title, together with any explanation or argument for or against such amendment which may have been filed with the Clerk of Council, as hereinafter provided. The validity of any Charter amendment approved by the electors shall not be questioned because of technical or non-consequential errors or irregularities in such mailing, distribution or publication.

Not less than fifty (50) days before an election on an initiated Charter amendment, the committee designated in the petition, as a result of which said election is called, may submit to the Clerk of Council an explanation or argument in support of the proposed amendment. If a Charter amendment has been proposed by the Council, the President of Council shall appoint a committee of three (3) members of the Council to prepare such explanation or argument which shall be submitted to the Clerk not less than fifty (50) days prior to the election on the amendment. Any civic body or committee of residents may prepare an answer or response to any explanation or argument in favor of a Charter amendment, which answer or response must be filed with the Clerk not less than forty (40) days prior to any such election. All explanations or arguments for or against any proposed Charter amendment shall be signed by the persons authorized to submit the same. No explanation or argument related to a proposed Charter amendment shall exceed five hundred (500) words in length and all such explanations and

arguments filed with the Clerk in favor of or against any Charter amendment shall at all times be open to the inspection of anyone interested therein.

ARTICLE XIII CHARTER REVIEW

The Council shall, at least once during every ten (10) year period, by ordinance or resolution, appoint a Commission to review the Charter. The first ten (10) year period shall commence on January 1, 2026. Nine (9) electors of the City shall be appointed as members of the Charter Review Commission. Seven (7) members of the Commission shall be appointed by Council. Two (2) members shall be appointed by the Mayor in a writing delivered to the Clerk of Council, with no requirement for Council approval, not later than thirty (30) days after the adoption of an ordinance or resolution appointing the seven (7) members selected by Council. If the Mayor fails to make timely appointments to the Charter Review Commission, the Council shall appoint two (2) additional members to the Commission within 14 days. The Commission shall review the Charter and shall, within seven (7) calendar months after the appointment of Commission members by the Mayor unless a longer period is provided by Council, recommend to Council such amendments, if any, to this Charter, as in its judgment are desirable. Members of the Commission shall not hold any other office or position of employment with the City and shall serve without compensation. The meetings of the Charter Review Commission shall be open to the public. Within a reasonable time from receipt of the recommendations of Charter Review Commission, the Council shall consider them and may, if it determines to do so, submit the recommended Charter amendments to the voters as received from the Commission or as modified by the Council, in accordance with Article XII of this Charter.

ARTICLE XIV FRANCHISES

SECTION 1. GRANTS LIMITED.

No grant, or renewal thereof, to construct or operate a public utility on, under, or above the streets of the City shall be made by the Council to any person, persons, association, or corporation in violation of any limitation contained in this Charter.

SECTION 2. PERIOD OF GRANTS.

No such grant shall be made for a longer period than twenty-five years. No such grant shall be renewed earlier than two years prior to its expiration, unless the Council shall, by a vote of at least five of its members, first declare by ordinance its intention of considering a renewal thereof, which ordinance shall be passed at least thirty days prior to the passage of the ordinance granting such renewal.

SECTION 3. CONSENTS.

No consent of the owner of property abutting on any highway or public ground shall be required for the construction, extension, maintenance or operation of any public utility by original grant or renewal, unless such public utility is of such a character that its construction or operation is an additional burden upon the rights of the property owners in such highways or public grounds.

SECTION 4. REGULATIONS.

The Council shall at all times direct the distribution of space in, over, under, or across all streets or public grounds occupied by public utility fixtures. All rights granted for the construction and operation of public utilities shall be subject to the continuing right of the Council to pass reasonable regulations for the operation of such utilities, including the right to require such reconstruction, relocation, or discontinuance of the appliances used by the utilities, in the streets or public grounds, as shall, in the opinion of the Council, be necessary in the public interest.

SECTION 5. GRANTS NOT INCLUDED.

Revocable permits for laying temporary tracks across or along streets or other public grounds, to connect railroad or railway tracks with any property, shall not be regarded as a grant within the meaning of this Charter, but may be permitted in accordance with such terms or conditions as the Council may by ordinance prescribe.

ARTICLE XV SAVING CLAUSES

SECTION 1. LAWS CONTINUED IN FORCE.

All general laws of the State which are not in conflict with the provisions of this Charter or with any ordinance or resolution enacted thereunder shall apply to the government of the City of Cleveland Heights; and all ordinances, by-laws, and resolutions in force at the time of the taking effect of this Charter, not inconsistent with its provisions, shall continue in full force and effect until amended or repealed.

SECTION 2. PARTIAL INVALIDITY.

The determination by a court of competent jurisdiction that any section or part of a section of this Charter is invalid shall not invalidate, nor impair the force or effect, of any other section or part of a section, except to the extent that such other section or part of a section is dependent for its operation upon the section or part of a section so declared invalid.

SECTION 3. CONTINUANCE OF PRESENT OFFICIALS.

All persons holding office at the time this Charter takes effect shall continue in office, and in the performance of their duties until provision shall have been otherwise made in accordance with this Charter for the performance or discontinuance of the duties of any such office. When such provision shall have been made, the term of any such officer shall expire and the office be deemed abolished. The powers which are conferred and the duties which are imposed upon any officer, commission, board, or department of the City under the laws of the State, or under any City ordinance or contract in force at the time of the taking effect of this Charter shall, if such office, commission, board, or department is abolished by this Charter, be thereafter exercised and discharged by the officer, commission, board, or department upon whom are imposed corresponding functions, powers, and duties by this Charter or by any ordinance or resolution of the Council thereafter enacted.

SECTION 4. CONTINUANCE OF CONTRACTS AND VESTED RIGHTS.

All vested rights of the City shall continue to be vested in the City and shall not in any manner be affected by the adoption of this Charter; nor shall any right or liability, or pending suit or prosecution, either in behalf of or against the City, be in any manner affected by the adoption of this Charter, unless herein otherwise expressly provided to the contrary. All contracts entered into by this City or for its benefit prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected thereunder. Public improvements for which legislative ~~steps~~ shall have been taken under laws in force at the time this Charter takes effect may be carried to completion in accordance with the provisions of such laws.

~~ARTICLE XV~~ ~~CHARTER REVIEW~~

~~—Council shall, at least once during each ten-year period, by ordinance or resolution, determine whether to appoint a Charter Review Commission to review the entire Charter. The first ten-year period shall end December 31, 1982. Thereafter each successive ten-year period shall commence on the date of Council's ordinance or resolution making such determination.~~

ARTICLE XVI WHEN CHARTER TAKES EFFECT

~~—For the purpose of electing officers and holding and conducting municipal elections, this~~This First Amended Charter shall take effect from the time of its approval by the electors of the City; ~~and for all other purposes it shall take effect on the first day of January in the year nineteen hundred and twenty-two~~2025.

~~—We, the undersigned members of the Charter Commission of the City of Cleveland Heights, Ohio, elected at the general election held on the second day of November in the year nineteen hundred and twenty, have framed and hereby propose for adoption, at a~~

~~special election hereby called and to be held on the ninth day of August, nineteen hundred and twenty-one, the foregoing as a Charter for the City of Cleveland Heights, Ohio.~~

~~—Done in the City of Cleveland Heights, Ohio, this fifteenth day of June, in the year nineteen hundred and twenty-one.~~

~~THE CHARTER COMMISSION.~~

~~—Frank C. Cain, Chairman~~

~~—Charles E. Adams~~

~~—Clarence L. Berkey~~

~~—Alva Bradley~~

~~—Robert F. Denison~~

~~—G. H. Gardner~~

~~—Samuel Gross~~

~~—G. E. Hartshorn~~

~~—Mertice G. Laffer (Mrs. W. B.)~~

~~—Charles A. Niman~~

~~—John L. Severance~~

~~—George W. Staiger~~

~~—Walter G. Stephan~~

~~—A. H. Throckmorton, Secretary~~

~~{Amended 11-7-72.}~~

THE FIRST AMENDED CHARTER OF THE CITY OF CLEVELAND HEIGHTS, OHIO

PREAMBLE

We, the people of the City of Cleveland Heights, in the County of Cuyahoga and the State of Ohio, in order to secure for ourselves the benefits of municipal home rule under the Constitution of the State of Ohio and to exercise all powers of local self-government, and desiring to provide for a responsive, effective and accountable government maintaining the highest level of integrity for all members of our diverse community, do frame and adopt this First Amended Charter for the government of the City of Cleveland Heights.

ARTICLE I NAME AND BOUNDARIES

The municipal corporation now existing and known as the City of Cleveland Heights shall continue to be a body politic and corporate under the same name and with the same boundaries, with power and authority to change its boundaries and annex other territory contiguous thereto in the manner authorized by the general laws of Ohio; but no territory shall be detached therefrom nor shall the City be annexed to any other municipality, without the consent of the Council and of a majority of its electors voting on such question.

ARTICLE II FORM OF GOVERNMENT AND POWERS

SECTION 1. FORM OF GOVERNMENT

The municipal government provided by this Charter shall, as reflected more specifically in other provisions of the Charter, be known as a Mayor-Council form of government.

SECTION 2. POWERS

The City of Cleveland Heights shall have all powers of local self-government now or hereafter granted to municipalities by the Constitution and laws of Ohio, and all such further powers as may now or hereafter be granted by the Constitution or laws of Ohio; and all such powers shall be exercised in the manner prescribed by this Charter or, if not prescribed by Charter, by ordinance or resolution of the City Council.

ARTICLE III THE COUNCIL

SECTION 1. POWERS, NUMBER AND TERM.

The legislative power of the City, except as otherwise provided by this Charter, and such additional powers as may be expressly granted by this Charter, shall be vested in a Council of seven (7) members elected at large. Except when an election may be required as the result of a vacancy in the Council, three (3) members of the Council shall be elected in the regular municipal election held in the year immediately preceding that in which a United States presidential general election is held, and four (4) members shall be elected in the regular municipal election held in the year immediately following that year in which a United States presidential general election is held. The terms of the members of the Council shall begin the first day of January next following their election, and they shall serve for a term of four years or until their successors are chosen and qualified.

SECTION 2. QUALIFICATIONS.

To serve as a member of the Council, a person shall have been a resident and elector of the City of Cleveland Heights continuously for the twelve (12) months immediately preceding the time for submitting his or her nominating petition to the election authorities as required under the terms of this Charter, and shall continue to be a resident and elector of the City during his or her term of office. No person shall be a member of Council who holds any employment with the City of Cleveland Heights, the Cleveland Heights/University Heights School District, or the East Cleveland School District, or who holds any elected public office other than that of precinct committee person or State central committee person.

SECTION 3. REMOVAL.

The Council shall be the judge of the election and qualifications of its own members. It may expel any member for gross misconduct, or malfeasance, misfeasance or nonfeasance in or disqualification for office, or for conviction of a felony or a crime involving moral turpitude while in office or while a Councilmember-elect, ~~or persistent failure to abide by the rules of the Council~~, or violation of the oath of office; provided, however, that such expulsion shall not take place without the concurrence of three-fourths (3/4) of the remaining members or Council nor until the accused member shall have been given a written copy of the charges against the member and an opportunity to be heard, present evidence, and examine, under oath, all witnesses appearing in support of such charge or charges, with not less than ten days' notice of the time and place of hearing. The accused member shall not vote on the question of removal.

SECTION 4. VACANCIES.

Any vacancy in the Council shall be filled in the first instance by the appointment, by a majority of the remaining members of the Council, of an individual qualified under this Charter

to serve as a member of Council. In the event Council fails to fill any vacancy within sixty (60) days of the occurrence of such vacancy, then the Mayor shall fill it by appointment within the next ten (10) days. The Council member so appointed to fill the vacancy shall serve for the balance of the unexpired term or until the beginning of the term of a successor elected for the unexpired term as hereafter provided. A successor shall be elected for the unexpired term at the next regular municipal election if (a) such election occurs more than two (2) years prior to the expiration of the unexpired term; and (b) the vacancy shall have occurred more than one hundred twenty (120) days prior to such election. The term of a person elected to fill the vacancy at such election shall begin at the first regularly scheduled meeting of Council following the certification of electoral results of such election and shall extend for the remainder of the unexpired term.

SECTION 5. SALARIES AND OTHER COMPENSATION.

In each year preceding the year in which a presidential election is held Council shall, by ordinance, fix the salary and other compensation of the Mayor and all members of the Council, with the salary and compensation prescribed by such ordinance applying to new terms of office beginning on or after January 1 of the presidential election year. Any ordinance fixing salary and other compensation, to be effective, must be adopted at least sixty (60) days prior to the filing date for the filing of nominating petitions by candidates for Mayor or Council for the regular municipal election to be held in the year in which the ordinance is adopted. No change in salary and other compensation for a Council member or the Mayor shall take effect during the current term of office of that person.

Salary and other compensation for the six (6) members of Council other than the President of Council shall be identical, subject to the requirement that no salary or compensation shall change during a Council member's term of office. The salary and other compensation for the President of Council shall be larger by twenty-five percent (25%) than that of the other members of Council. The salary and other compensation for Council members shall reflect the Council's consideration of any report of the Civil Service Commission provided pursuant to Article XI Section 2 of this Charter, the part-time duties of Council members, the economic condition of the City, comparable salary and other compensation of Council members in cities of similar size and annual budget, and the need to attract qualified candidates for Council.

The salary and other compensation for the Mayor shall reflect the Council's consideration of any report of the Civil Service Commission provided pursuant to Article XI Section 2 of this Charter, the full-time nature of the position, the economic conditions of the City, comparable salaries and other compensation of mayors in cities of similar size and budget, and the need to attract qualified candidates for the office of Mayor.

SECTION 6. APPOINTEES.

Council shall appoint a Clerk of Council, who shall have the duty of keeping Council's records and performing all other duties required by this Charter and by the Council.

Council may appoint, employ, hire, or engage any other employees, consultants, independent contractors, or other persons as it deems necessary for the proper discharge of its duties. The Clerk of Council and any other person so appointed and employed, hired, or engaged by the Council shall serve at the pleasure of the Council and shall report to the President of Council, or the designee of the President of Council, as their supervisor. The President of Council, rather than the Mayor, shall have the authority to execute any contract authorized by Council pursuant to this Section.

Neither the Council nor any of its members or committees may dictate the appointment of any person to office or employment by the Mayor, nor, except as may be otherwise provided in this Charter, in any manner interfere with or prevent the Mayor or the City Administrator from exercising their judgment in the appointment of officers and employees in the administrative service.

SECTION 7. MEETINGS.

The Council shall meet for the purpose of organization on the first Monday in January following each regular municipal election. In the event such first Monday is a legal holiday, Council shall meet the following day. Thereafter the Council shall meet at such times and at such public places within the City of Cleveland Heights as may be prescribed by ordinance or resolution. Four members shall constitute a quorum for a meeting of the Council or Council's Committee of the Whole.

Unless otherwise provided in this Charter, if authorized by ordinance, and subject to such regulations as Council may impose by ordinance consistent with this Section, any meeting of the Council or public hearing of Council may be held in-person or by means of teleconference, video conference or other similar electronic communications technology (which meetings or hearings may be referred to as "virtual"), or any combination of in-person attendance and attendance by use of such electronic technology. A Council member attending such a meeting by use of electronic communications technology as described herein may vote, participate, deliberate and take other official action in such meeting, and shall be counted as present including for purposes of establishing quorum, the same as if the member were physically present, provided that all applicable notice and procedural requirements are met and the public is able to hear and observe the discussions and deliberations of all of the members present including those participating by use of electronic communications technology. In the event that a member attending any meeting or hearing by use of electronic technology is disconnected and such disconnection results in less than a quorum being present at the meeting or hearing, then all discussions and deliberations shall be discontinued until that member is reconnected or appears in person.

The Council shall by ordinance provide for notice of its meetings, including identification of the method to access, hear and observe any such meeting in which electronic technology or videoconferencing will be utilized as provided herein. Other

public bodies of the City may meet in-person or as otherwise described in this Section as authorized by ordinance of Council.

SECTION 8. GENERAL PROVISIONS.

The Council shall determine its own rules and order of business, provide for special meetings and keep a record of its proceedings. The Council may by general ordinance provide for legislative procedure; the form and method of enactment of ordinances; a simplified procedure for levying assessments; the method and manner of giving public notice of passage of ordinances or resolutions of a general or permanent nature; the advertisement and sale of bonds and notes; and the advertisement and awarding of public contracts. Such general ordinances, when once adopted, shall not be repealed or amended except by vote of five members of the Council or by the people.

SECTION 9. COUNCIL'S SUBPOENA POWER

The Council shall have the power to make inquiries or investigations concerning the affairs of the City, and in the course of any such inquiry or investigation, the Council shall have the power to subpoena and compel the attendance and testimony of witnesses, and the power to require the production by subpoena of any books, papers, public records, or other documentary evidence pertinent to such investigation, inquiries, or hearing. The Director of Law or a notary public, designated by either the Director of Law or the Council President, shall have the power to administer oaths and affirmations in connection with the taking of testimony relative to any such investigation or hearing.

SECTION 10. EMERGENCY MEASURES

An emergency ordinance or resolution is one that is necessary for the immediate preservation of the public peace, health, safety or welfare of the City. No ordinance or resolution of Council shall be adopted as an emergency unless it receives the affirmative vote of at least two-thirds (2/3) of the members elected or appointed to Council, with the reason for the need to declare the emergency being separately set forth in a section of the ordinance or resolution. No measure making a grant, renewal or extension of a franchise or other special privilege, or regulating a rate to be charged for its service by any public utility, shall ever be passed as an emergency measure.

SECTION 11. PRESIDENT OF COUNCIL AND VICE PRESIDENT OF COUNCIL.

The Council shall, at the time of organizing following each regular municipal election, elect one of its members as President of Council. The Council shall elect another member as Vice President of Council, who shall perform the duties of the President of Council in the absence of the President. The President shall, with the Clerk of Council, prepare the agenda for meetings of the Council. In the absence of both the President and Vice President, the Clerk of

Council shall prepare such agenda. The President of Council shall preside at all meetings of the Council and shall have a voice and vote in its proceedings, but no veto. In the absence of both the President and Vice President, a President Pro Tem shall be elected from the members of Council in attendance by the affirmative vote of a majority of the members present at a Council meeting.

In the event of a vacancy in either the office of President or Vice President, or in the event the Council shall determine by at least four of its members that either the President or Vice President is unable to fulfill the duties of their respective office, the Council shall immediately proceed to elect one of its members to serve in such office.

SECTION 12. COUNCIL INTERACTIONS WITH CITY ADMINISTRATION

Council and the Mayor shall collaborate, in good faith for the best interests of the City, to ensure both that the administration of the government be conducted without unreasonable impediment and that members of Council be permitted to exchange information with and receive information from City administrative officers, Directors and Chiefs in order to support Council's legislative and constituent services functions. When appropriate, members of Council may serve the residents of the City as advocates through whom residents can seek the services of the City and any redress of grievances.

The Mayor, City Administrator, or the Directors or Chiefs or their designees shall respond to inquiries from Council members in a complete, accurate and timely manner, in such fashion as Council may determine by ordinance or resolution. Without limiting the preceding sentence, the Council President or a Council Committee chair may request that a Director or Chief or their designee attend specified meetings of Council or of such Committee, respectively. When the Council President or a Council Committee chair has made such request, the Director or Chief requested to be in attendance, or their designee, shall attend the meeting and shall answer or respond in good faith to questions asked by any Council member or Council Committee member, respectively, related to the powers and duties of the Director, Chief or designee. Council may, by ordinance or resolution, require that all Directors and Chiefs, or their designees, attend all Council meetings and/or Council Committee of the Whole meetings.

ARTICLE IV THE MAYOR

SECTION 1. TERM.

The term of the Mayor shall begin the first day of January next following the election of the Mayor. The Mayor shall serve for a term of four years, unless removed from, recalled from, or disqualified for the office of Mayor, at which time a successor shall be chosen in accordance with the provisions of this Charter. The initial election of the Mayor shall occur at the regular municipal election occurring in 2021.

SECTION 2. QUALIFICATIONS.

To serve as Mayor a person must have resided and been an elector of the City of Cleveland Heights for at least eighteen (18) months immediately preceding that election, and must continue to be a resident and elector of the City while holding office. The Mayor shall serve the City on a full-time basis. No person shall be the Mayor who holds any employment with the City of Cleveland Heights, the Cleveland Heights-University Heights School District, or the East Cleveland School District, or who holds any elected public office other than that of precinct committee person or State Central committee person. While the Mayor's primary responsibility, time and attention is to be directed to the business of the City, holding the office of Mayor does not necessarily preclude limited outside employment or other outside work by the person holding the office, provided that outside employment or work does not conflict or interfere with carrying out the duties assigned by this Charter, by Council ordinance not in conflict with this Charter, or by general law, or otherwise violate any provision of this Charter, applicable ordinance or general law.

SECTION 3. EXECUTIVE POWERS AND DUTIES.

The Mayor shall be the chief executive officer of the City, and shall maintain an office at the Cleveland Heights City Hall. The Mayor, together with a full-time City Administrator, shall supervise the administration of the City's affairs and, except as otherwise provided in this Charter, shall exercise control over all departments and divisions through the directors thereof; provided, however, that the Mayor shall have no authority to exercise control over the Council or its employees. The Mayor shall appoint, promote, transfer, reduce or remove all officers and employees of the City, except members of Council, judges, and any other persons whose terms of office are fixed by this Charter or law. The Mayor shall be the chief conservator of the peace within the City, shall serve as Director of Public Safety, and shall see that all laws and ordinances are enforced by the appropriate law enforcement officials through appropriate legal process. The Mayor shall be responsible for the preparation and submission to the Council of the annual estimate of receipts and expenditures, and appropriation measures and, with and through the Director of Finance, shall at all times keep the Council fully advised as to the financial condition and needs of the City. The Mayor shall recommend to the Council such measures as the Mayor deems necessary or expedient. The Mayor shall, in a timely manner, exercise powers and perform duties conferred upon or required of the Mayor by this Charter, by ordinance consistent with this Charter, or by general laws. The Mayor shall see that all terms and conditions imposed in favor of this City or its inhabitants in any franchise or contract to which the City is a party are faithfully kept and performed. The Mayor shall execute on behalf of the City all contracts, conveyances, evidences of indebtedness and all other instruments to which the City is a party, except where this Charter authorizes another City official to execute a contract. The Mayor shall have custody of the seal of the City. The Mayor shall be recognized as the official and ceremonial head of the City government by all civil and governmental entities, and by the courts for the purpose of serving civil process.

SECTION 4. CITY ADMINISTRATOR.

The City Administrator shall be appointed by the Mayor on the basis of executive and administrative training and experience related to municipal and/or other governmental operations, subject to confirmation by a majority of members of Council, and shall serve at the pleasure of the Mayor.

The City Administrator shall assist the Mayor in the operation of the Mayor's office and, subject to the Mayor's supervision and control, assist in the preparation of the annual budget for presentation to the Council and supervise the administration of personnel policies and practices in all departments. The City Administrator shall render advice to the Mayor regarding appointment, promotion, transfer, reduction and removal of all City personnel. The City Administrator shall, subject to the supervision and control of the Mayor, establish reporting procedures, require the submission and review of progress reports and operating goals, and generally assist in the coordination of activities of all departments, division, boards, commissions, officers and employees of the City, except for the professional activities and responsibilities of the Department of Law.

The City Administrator shall make periodic written reports to the Mayor and Council, not less often than semiannually or otherwise as may be required by ordinance of Council, concerning the administration of all departments, divisions, boards and commissions of the City, and their needs and requirements for the future and shall, unless Council provides otherwise, attend all meetings of the Council and Committee of the Whole as well as, upon request of the Council President or Committee Chair, other Council Committee meetings.

The City Administrator may serve as the Director of any department except the Departments of Law, Finance or Planning and Development (whether on a temporary or permanent basis) and shall perform such other duties, not inconsistent with this Charter, as may be required by the Mayor.

SECTION 5. LEGISLATIVE POWERS.

The Mayor may introduce ordinances and resolutions in the Council, which introduction shall not be unreasonably refused or delayed, and may participate in all meetings of the Council, including executive sessions on the invitation of the Council President subject to the majority of Council determining otherwise by motion, but shall have no vote in any Council meeting. When attending Council meetings, including committee meetings, the Mayor shall be subject to such rules as the Council President or the Council shall prescribe applicable to such meetings with regard to parliamentary procedure, speaking opportunities, and time limits.

Every ordinance or resolution of the Council shall be signed by the Clerk of Council and Council President and presented within five days of passage by the Council to the Mayor for consideration before it goes into effect. The Mayor may approve or disapprove the whole or any line item of an ordinance appropriating money, but otherwise the approval or disapproval shall be addressed to the entire ordinance or resolution. If the Mayor approves such ordinance, line item, or resolution, the Mayor shall sign and file it with the Clerk of Council. If the Mayor disapproves such ordinance, item or resolution, the Mayor shall return it to the Clerk of Council together with a written statement of the Mayor's objections. Unless an ordinance, line item, or resolution is filed with the Clerk of Council, by the Mayor, with written notice of disapproval within ten days after its passage by the Council, it shall take effect as though the Mayor had signed it. When the Mayor has disapproved an ordinance, line item, or a resolution, as herein provided, the Council may, not later than its second regular meeting following the disapproval, reconsider the ordinance, line item, or resolution. If upon such reconsideration the ordinance, item, or resolution is approved by the votes of two-thirds (2/3) of the members elected or appointed to Council, it shall take effect notwithstanding the disapproval of the Mayor. For the avoidance of doubt, the following measures are not subject to disapproval by the Mayor: (a) an ordinance or other measure proposed by initiative petition and approved by a majority of the electors voting upon the measure in the City; (b) an ordinance or other measure submitting to a vote of the people a question resulting from the initiative, referendum or recall petition processes provided in Article VIII of this Charter; (c) an ordinance or resolution submitting to the electors any proposed Charter amendment; or (d) an ordinance or resolution adopted by the Council pursuant to its authority to appoint a Clerk or to appoint, employ, hire, or engage other employees, consultants, independent contractors or other persons under Article III, Section 6.

SECTION 6. REMOVAL

~~————The Council may remove the Mayor for gross misconduct, or malfeasance, misfeasance or nonfeasance in or disqualification for office, or for the conviction, while in office or while a Mayor-elect, of a felony or of a crime involving moral turpitude, or if adjudicated legally incompetent, or for a violation of the oath of office; provided, however, that such removal shall not take place without the affirmative vote of three-fourths (3/4) of the members elected or appointed to Council, nor until the Mayor shall have been notified in writing of such charge at least ten (10) days in advance of a public hearing upon such charge, and the Mayor or the Mayor's counsel has been given an opportunity at such hearing to be heard, present evidence, or examine any witness appearing in support of the charge.~~

If, at any time the Mayor shall cease to be qualified for the office, or shall be convicted of a felony, or shall be declared legally incompetent, the Mayor shall immediately forfeit office.

SECTION 7. ABSENCE AND VACANCY.

When the Mayor is absent and inaccessible, or is unable for any reason to perform the duties of Mayor, in either case as determined in writing by the Director of Law (or another attorney selected by Council if the Director of Law indicates a conflict of interest) pursuant to the written request for such determination from the Council President or any two (2) members of

Council with such determination confirmed by the vote of the majority of the members elected or appointed to Council (in any case, “Mayor’s inability to perform duties”), then the President of Council shall act as the Acting Mayor with the same powers and duties as the Mayor, but shall not thereby cease to be a member of Council. If the President of Council is unable to assume the duties of Acting Mayor, Council shall designate a person meeting the qualifications of Article IV, Section 2 to be the Acting Mayor. The person who becomes Acting Mayor in accordance with this Section shall serve in that capacity until the Mayor returns to duty or, as provided below, the President of Council becomes Mayor or another person is appointed Mayor by City Council, whichever occurs first.

If the Mayor’s inability to perform duties continues for more than sixty (60) consecutive days, or in case of the death, disqualification, resignation or removal of the Mayor, the Council shall, forthwith and in no event later than 65 days after the commencement of the Mayor’s inability to perform duties or 10 days after the Mayor’s death, disqualification, resignation or removal, declare the office of the Mayor vacant, at which time the President of Council shall become Mayor and shall cease to be a member of Council. If the President of Council is unable or unwilling to assume the duties of Mayor, the President of Council shall inform Council of the same within 5 days of the declaration of vacancy and the Council shall thereafter appoint a Mayor meeting the qualifications of Article IV, Section 2 within 45 days of the declaration; provided, however, that if the person appointed by Council is a member of Council, that person shall cease to be a member of Council upon appointment as Mayor.

The person who becomes Mayor because of a vacancy in such office shall serve for the balance of the unexpired term or until the beginning of the term of a successor elected for that unexpired term as hereinafter provided. A successor shall be elected for the unexpired term at the next regular municipal election if (a) such election occurs more than two (2) years prior to the expiration of the unexpired term and (b) the vacancy shall have occurred more than 180 days prior to such election. The term of the person elected to fill the vacancy at such election shall begin at the first regularly scheduled meeting of Council following the certification of the official electoral results of such election and shall extend for the remainder of the unexpired term.

ARTICLE V ADMINISTRATIVE OFFICERS AND DEPARTMENTS

SECTION 1. DEPARTMENTS.

The following administrative departments are hereby established: (1) Department of Law; (2) Department of Finance; (3) Department of Planning & Development; (4) Department of Public Safety; (5) Department of Public Works; (6) Department of Community Services; (7) Department of Parks and Recreation; and (8) Department of Human Resources.

The Council shall by ordinance determine and prescribe the functions and duties of each department and may create new positions or departments. The Council may by ordinance combine or abolish departments other than those established by this Charter and may establish temporary positions or departments for special work.

The Mayor shall serve as Director of the Department of Public Safety without additional compensation.

SECTION 2. DIRECTORS.

There shall be a director of each department who shall have the principal and primary supervision and control thereof and shall be responsible to the Mayor for the administration of each respective department. The Mayor shall appoint the director of each department for a term running concurrently with the term of the Mayor making the appointment except that the appointment of the Director of Law, Director of Finance, Director of Human Resources, Director of Planning and Director of Public Works shall be effective only upon the approval of a majority of the members of Council. The Mayor may remove the director of any department without Council approval except that the removal of the Director of Law or the Director of Finance shall be effective only upon the approval of a majority of the members elected or appointed to Council.

The Director of Law shall be an attorney at law duly admitted to practice in the State of Ohio and shall have been engaged in the active practice of law for at least five years including the year immediately preceding their appointment. The Director of Law shall serve as chief legal advisor, attorney and counselor for the City, as well as the Mayor, the Council and all other officers and departments thereof in matters relating to their official duties; shall prepare or approve all contracts, bonds and other instruments in writing with which the City is concerned; and shall endorse on each an approval as to the form and correctness thereof when satisfied as to the same; shall attend all meetings of Council personally or through a designee, and shall perform other duties in accordance with City ordinance or as imposed by applicable law.

The Director of Finance shall be the head of the Department of Finance and the fiscal officer of the City, and shall serve and advise both the Mayor and the Council concerning the financial condition of the City, and keep an accurate account of all taxes and assessments, of all the property and debts of the City, of all receipts and disbursements of the City, and of all appropriations made by the Council. The Finance Director shall examine and approve, if in proper form, and if an appropriation has been duly made therefor, payrolls, bills and other claims, and prepare and sign all warrants. He or she shall be responsible for the preparation of all appropriation and other financial legislation and shall assist both the Mayor and the Council in the preparation of estimates, budgets, and other financial matters. He or she or their designee shall, unless Council determines otherwise, attend all meetings of the Council and Committee of the Whole, shall also have the title of City Auditor, and shall perform such other duties in fiscal matters as Council by ordinance may prescribe.

Nothing herein shall be construed as preventing the same person from being director of more than one department if the person is qualified to be director of each such department.

SECTION 3. MAYOR AS HEAD OF DEPARTMENTS.

Excepting the Departments of Law, Finance, and Planning and Development, the Mayor or City Administrator as directed by the Mayor may be the director of each and every department of the City government.

SECTION 4. SALARIES AND BONDS.

The Council shall fix by ordinance the salary, rate, or amount of compensation of all officers and employees of the City, except as otherwise provided in this Charter. The Council may require any officer or employee to give a bond for the faithful performance of the duties of such officer or employee, in such an amount as it may determine, and it may provide that the premium therefor shall be paid by the City.

ARTICLE VI MUNICIPAL COURT

SECTION 1. ESTABLISHMENT.

The Cleveland Heights Municipal Court has been created and is in existence pursuant to the laws of the State of Ohio.

(Amended 11-7-72.)

SECTION 2. NOMINATION AND ELECTION.

The provisions of Article VII of this Charter shall govern the nomination and election of the Judge of the Cleveland Heights Municipal Court.

(Amended 11-7-72.)

SECTION 3. GENERAL PROVISIONS.

Except as otherwise specifically provided herein the Cleveland Heights Municipal Court shall be governed by the laws, rules and regulations of the State of Ohio.

(Amended 11-7-72.)

ARTICLE VII NOMINATIONS AND ELECTIONS

SECTION 1. TIME OF HOLDING ELECTIONS.

The regular municipal election shall be held on the first Tuesday after the first Monday in November in the odd numbered years. Any matter which, by the terms of this Charter, may be

submitted to the electors of the City at any special election, may be submitted at the time of a primary election or of a general election.

In the event there are three or more certified candidates for the office of Mayor, a non-partisan primary election shall be held for that office in accordance to the laws of the State of Ohio on the second Tuesday after the first Monday in September, in the year that an election is held for the office of Mayor. The names of the two candidates for Mayor receiving the highest number of votes in the non-partisan primary election shall appear at the subsequent November election.

When there has been a vacancy in the Council, an election for the unexpired term shall be held as provided in Article III, Section 4, if applicable. When there has been a vacancy in the office of the Mayor, an election for Mayor shall be held as provided in Article IV, Section 6, if applicable.

SECTION 2. BALLOTS.

The ballots used in all elections provided for in this Charter shall be consistent with the general election laws of the State of Ohio, except as otherwise provided in this Charter.

The ballots used in all elections provided for in this Charter shall be without party marks or designations. The names of all candidates for any office shall be placed upon the same ballot

SECTION 3. NOMINATING PETITIONS FOR PLACES ON BALLOTS.

The name of any elector of the City shall be printed upon the ballot if there is filed with the election authorities prescribed by general law a petition in accordance with the following requirements:

Such petition shall state the name and place of residence of the person whose name is presented for a place upon the ballot and the name of the office for which the person is a candidate. The nomination of each candidate shall be made by separate petition.

The petition for a candidate for Mayor shall be signed by not less than three hundred (300) electors of the City and the petition for a candidate for Council shall be signed by not less than two hundred twenty-five (225) electors of the City. Each elector signing a petition shall add to their signature their place of residence, with street and number and date of signing. All signatures shall be made with ink.

No petition may be signed by any electors more than one hundred eighty (180) days before the date of the applicable election, and such petitions shall be filed with the election authorities prescribed by general law not later than 4:00 p.m. on the ninetieth (90th) day prior to the date set for that election.

SECTION 4. ACCEPTANCE.

A person whose name has been submitted for candidacy by petition shall file an acceptance of such candidacy with the election authorities at least eighty-five (85) days before the date of the applicable election; otherwise, the name of that person shall not appear on the ballot. The signature of a candidate upon a declaration of candidacy contained as part of petitions filed with the election authorities, in accordance with general law, shall constitute compliance with the requirements of this section.

SECTION 5. WRITE-IN CANDIDATES.

A person seeking election as a write-in candidate shall file a declaration of intent with the election authorities at least seventy-two (72) days before the date of the applicable election. Such declaration shall state the name of the person seeking election as a write-in candidate, that person's place of residence, and the office for which the person desires to run. A write-in candidate must be an elector of the City at the time his or her declaration as such a candidate is filed with the election authorities. Declarations of candidacy for write-in candidates shall be made on standard forms provided by the county board of elections. A voter may write on the ballot the name of any person who has properly and timely filed a declaration of intent to run as a write-in candidate, and that vote shall be counted.

SECTION 6. CONDUCT OF ELECTIONS AND CANVASS OF VOTES.

All elections shall be conducted and the results canvassed and certified by the election authorities prescribed by general election laws, and all other matters relating to elections not herein or by ordinance of the Council specifically provided for shall be determined by the general election laws of the State.

ARTICLE VIII INITIATIVE, REFERENDUM AND RECALL

SECTION 1. INITIATIVE.

The people reserve unto themselves the right to propose, by initiative petition, any legislative measure, including the repeal of ordinances or resolutions adopted by the Council, approved by referendum vote or initiated by the people. Such initiative petition must contain the signatures of not less than ten percent (10%) of the electors of the City, which shall mean signatures equal in number to at least ten percent (10%) of the total votes cast at the last preceding general municipal election.

When there shall have been filed with the Clerk of Council a petition signed by the aforesaid required number of electors proposing an ordinance or other measure, the Clerk shall certify the same to the Council at the next regular meeting, and the Council shall at once read and refer the same to an appropriate Council committee which may be the

committee of the whole; provision shall be made for public hearings upon the proposed legislation before the committee to which it is referred, with opportunity for public comments at such hearings; thereafter the committee shall report the proposed measure to the Council with its recommendations thereon not later than the second regular meeting of the Council following that at which the proposed measure was submitted to the Council.

Upon receiving the proposed measure from the committee, the Council shall at once proceed to consider the same and shall take final action thereon within thirty days from the date of such committee's report. If the Council rejects the proposed measure, passes it in a form different from that set forth in the petition, or fails to take final action upon it within the time prescribed, then the committee of the petitioners may require that it be submitted to a vote of the electors in its original form, or that it be submitted to a vote of the electors with any proposed change, addition or amendment which was presented in writing, either at a public hearing before the committee to which such proposed measure was referred, or during the consideration thereof by the Council, and shall certify such fact to the Clerk within ten (10) days after the final action on such proposed measure by the Council, and the Clerk shall thereafter forthwith certify the intent of the committee of petitioners to the Council, which shall call an election.

No measure initiated by the people and adopted by popular vote shall be repealed by the Council, or so amended by it as to destroy the effectiveness thereof, within two years after it takes effect.

SECTION 2. REFERENDUM.

Any ordinance or other measure passed by the Council shall be subject to referendum, except as hereinafter provided. No ordinance or other measure shall go into effect until thirty (30) days after it shall have been passed by the Council, except as hereinafter provided; but nothing herein contained shall prevent the City, after the passage of any ordinance or other measure, from proceeding at once to give any notice or make any tender or publication required by such a measure, by this Charter, by general law or by general ordinance.

When there shall have been filed with the Clerk of Council a petition signed by not less than fifteen percent (15%) of the electors of the City (meaning signatures equal in number to at least fifteen percent (15%) of the total votes cast at the last preceding general municipal election) within thirty (30) days after any ordinance or other measure shall have been passed by the Council, ordering that such ordinance or other measure be submitted to the electors of the City for their approval or rejection, the Clerk shall, at the next regular meeting of the Council, certify such petition to the Council. The Council shall thereupon proceed to reconsider such ordinance or other measure. If upon such reconsideration the ordinance or other measure be not entirely repealed, the Council shall provide for submitting it to a vote of the electors as herein elsewhere provided. No such ordinance or measure shall go into effect until approved by a majority of those voting on the same.

Whenever the Council is by law or provisions of general ordinances required to pass more than one ordinance or other measure to complete the legislation necessary to make and pay for any public improvement, the provisions of this section shall apply only to the

first ordinance or other measure required to be passed and not to any subsequent ordinances or other measures relating thereto.

Whenever the electors shall have authorized the issuance of bonds, subsequent ordinances or other measures relating to the issuance of such bonds shall not be subject to the provisions of this section.

Ordinances or other measures providing for appropriations for the current expenses of the City, or for street improvements petitioned for by the owners of a majority of the feet front of the property benefited and to be specially assessed for the cost thereof, as provided by general law or general ordinance, and emergency ordinances or measures necessary for the immediate preservation of the public peace, health, safety or welfare of the City, shall go into immediate effect and shall not be subject to the provisions of this section.

SECTION 3. RECALL.

The people reserve unto themselves the right to recall and remove from office any member of the Council or the Mayor (each hereafter an "elected official" or an "official"). The procedure to effect such recall or removal shall be as follows:

A petition demanding that the question of removal of such elected official be submitted to the electors shall contain a concise statement setting forth the basis for the recall and shall be signed by at least ~~fifteen~~twenty-five percent (~~15~~25%) of the electors of the City, which in the case of the recall of a Council member shall mean signatures equal in number to at least ~~fifteen~~twenty-five percent (~~15~~25%) of the total votes cast at the last preceding general municipal election; and which in the case of the recall of the mayor, shall mean signatures equal in number to at least twenty-five percent (25%) of the total votes cast at the last preceding mayoral election. No recall petition shall be signed fewer than one hundred eighty (180) days following the commencement of the most recent term of office of the elected official whose recall is sought, and any signature affixed to such a petition earlier than that date shall be invalid. No petition may relate to the recall of more than one elected official.

When there shall have been filed with the Clerk of Council a recall petition signed by the aforesaid required number of electors, the Clerk shall certify the same to the Council at the next regular meeting and shall forthwith furnish a copy thereof to the elected official whose removal is so sought, and the Council shall call an election upon the question of such removal as herein elsewhere provided, unless within five (5) days after such certification the official shall have tendered a written resignation to the Clerk. The date of certification of the petition to the Council by the Clerk shall be considered the date upon which the duty of the Council to call an election on the question of the removal of an elected official has arisen.

If a majority of the votes cast at such election on the question of removal is in the affirmative, the elected official whose removal is sought shall thereupon be deemed removed from office upon the certification of the official canvass of that election to the Council. A vacancy caused by such recall shall be filled, in the case of the removal of a

member of Council, according to the provisions of Article III of this Charter. In the case of the removal of the Mayor pursuant to a recall election, the vacancy shall be filled according to the provisions of Article IV of this Charter. No elected official who has been recalled is eligible for appointment to fill any vacancy created as a result of such recall, in any elective office.

If a majority of the votes cast on the question of removal of any elected official is in the negative, the person whose removal was sought shall be allowed by the Council the reasonable expenses incurred incident to such election.

SECTION 4. GENERAL PROVISIONS.

Any initiative, referendum or recall petition may be presented in separate parts. Each part of any initiative petition shall contain a full and correct copy of the title and text of the proposed ordinance or other measure, and each part of any referendum petition shall contain the number and the full and correct copy of the title of the ordinance or other measure sought to be referred, but need not contain the full text of such ordinance or other measure. Each part of any recall petition shall contain the name of the elected official whose removal is sought and the statement of the basis for removal.

Each signer of any petition shall be a registered voter of the City and shall sign their name in ink and shall place on the petition their name and place of residence by street and number. Each part of any petition shall contain a circulator statement as required by the general laws of the State of Ohio. Each part of a petition shall also have printed thereon the names and addresses of at least five (5) registered electors of the City, who shall be officially regarded as filing the petition and shall constitute a committee of the petitioners for the purpose herein elsewhere named.

All such petitions shall be filed with the Clerk of the Council and all parts of any such petition shall be assembled by the Clerk as one instrument.

Within ten (10) days after the filing of a petition the Clerk shall ascertain whether the same is signed by the required number of qualified electors. Upon the completion of the examination the Clerk shall endorse upon the petition a certificate of the result thereof.

If the Clerk's certificate shows that the petition has an insufficient number of signatures, the Clerk shall at once notify each member of the committee of the petitioners herein elsewhere provided for, and the petition may be amended at any time within fifteen (15) days from the date of the Clerk's certificate of examination by filing with the Clerk an additional petition in one or more parts in the same manner as provided for the original petition. In the event that it shall be determined by judicial proceedings that the certificate of the Clerk to the effect that the petition is sufficient is erroneous, the same period of fifteen (15) days shall be granted for additional petitions after the final judicial determination of such question.

Upon the filing of any such additional petitions, the Clerk shall within ten (10) days thereafter examine the petition as thus amended and attach thereto a certificate of the result of such examination, which shall constitute the final determination. Only one

supplemental filing of petitions shall be permitted. The final determination of the insufficiency of a petition shall not prevent the filing of a new petition for the same purpose.

~~——The sufficiency of the number of signers to any initiative, referendum or recall petition, shall be determined on the basis of the number of registered voters at the last general election for municipal officers.~~

The filing of an initiative, referendum or recall petition by the Clerk with the Council within the times herein elsewhere provided shall be computed from the date of the attaching of the final certificate of the Clerk to such petition.

Whenever the Council is required to call an election by reason of the filing of an initiative, referendum or recall petition, the Council shall call an election for the submission of such initiative, referendum or recall question at the next regular primary or general election occurring not less than sixty (60) days nor more than one hundred twenty (120) days after such requirement has arisen. If no such regular primary or general election is to be held within such time, the Council shall call and set the date for a special election to occur not less than sixty (60) days nor more than one hundred twenty (120) days after the election requirement has arisen. In either event, the Council shall certify its action with regard to the calling of such election to the election authorities.

When any legislative measure resulting from any initiative or referendum petition is approved by a majority of the electors voting thereon, such legislative measure shall become effective at the time fixed therein and if no time is fixed therein, then such legislative measure shall become effective upon its approval by the electors; provided, however, that in the event that two or more inconsistent legislative measures on the same subject are submitted at the same election, only the one receiving the largest affirmative vote, not less than a majority, shall become effective.

SECTION 5. OFFICIAL PUBLICITY.

Not less than thirty (30) days prior to the election at which any initiated or referred legislative measure, or the recall of any elected official is to be submitted to the electors, the Clerk of Council shall either:

- (a) Print and mail to each registered elector an official publicity pamphlet, or
- (b) Publicize official publicity in a newspaper published and generally circulated in the City or, if no such newspaper is published in the City, then in a newspaper of general circulation within the City. Such publication shall be made once a week for not less than two (2) consecutive weeks with the first publication being at least thirty (30) days prior to such election.

Such publicity pamphlet or publication shall contain a full text of the initiated or referred ordinance or recall petition, with their respective ballot titles, together with any explanation or argument for or against such measure or recall which may have been filed with the Clerk of Council, as hereinafter provided. The validity of any initiated or referred legislative measure, approved by the electors, and the result of any recall election, shall not

be questioned because of technical or non-consequential errors or irregularities in such mailing, distribution or publication.

Not less than fifty (50) days before any such election, the committee designated in the petition, as a result of which said election is called, may submit to the Clerk of Council an explanation or argument supporting the position taken by the signers of such petition. In the event of an initiated ordinance, which Council has failed to pass, or of a referred ordinance, the President of Council shall appoint a committee of three (3) members of the Council to prepare an answer to any explanation or argument submitted by the committee of the petitioners. In the event of a recall election, the official whose recall is sought may prepare an answer to any statement submitted by the committee of petitioners as provided in this section. Further, in connection with all initiative, referendum or recall petitions, any civic body or committee of residents may prepare an answer or response to any explanation or argument submitted by the committee of petitioners. Any such answer or response shall be prepared and filed with the Clerk in writing not less than forty (40) days prior to any such election. All explanations, arguments or statements for any measure or recall, and all answers or responses to the same, shall be signed by the persons authorized to submit the same. No such explanation, argument, answer or response shall exceed five hundred (500) words in length. Arguments in favor of or against any legislative measure or recall, filed with the Clerk pursuant to this section, shall at all times be open to the inspection of anyone interested therein.

ARTICLE IX FINANCES

SECTION 1. GENERAL

The laws of the State of Ohio relating to budgets, appropriations, taxation, debt, bonds and notes, assessments and other fiscal matters of the City shall be applicable to the City, except as otherwise provided by this Charter or by ordinance or resolution of Council. The fiscal year of the City is the calendar year.

SECTION 2. COMPLIANCE WITH LAWS AND PROVISION OF INFORMATION TO COUNCIL REGARDING THE ANNUAL BUDGET

Council shall adopt and the City will subsequently submit to governing authorities an annual tax budget in compliance with the general laws of the State of Ohio. The Mayor shall provide to Council an estimated annual tax budget by the time of the first Council meeting by the end of June of each fiscal year or at such time as may be required by Council. Prior to December 31 of each fiscal year, the City shall adopt a revised budget. The revised budget serves as the basis for the annual appropriation measure. The Mayor shall provide an itemized estimate of the expenditures and revenues of the City departments for the ensuing year on or before November 15 of each fiscal year.

SECTION 3 PREPARATION AND ADOPTION OF FULL CITY BUDGET

The Mayor, with the assistance of staff including the City Administrator and the Director of Finance, shall prepare and submit to Council an annual budget document. The content of the annual budget document shall include the following:

- (a) A budget message from the Mayor and Director of Finance either jointly or separately.
- (b) An annual revenue budget. The annual revenue budget shall include an itemized estimate of the anticipated revenue from each source during the ensuing fiscal year, with a comparative statement of the amount received from such source during the two (2) preceding fiscal years and the current fiscal year plus an estimate of such amounts for the remainder of the current fiscal year. Revenue sources include property tax revenues and all other sources of revenue to the City. Assumptions made shall be noted, and explanations of significant changes shall be provided. The itemized estimate shall be provided to Council by November 15 of each fiscal year.
- (c) An annual appropriation budget. The annual appropriation budget shall include the following: (i) an itemized estimate of the expense of conducting each department and activity of the City for the ensuing fiscal year, together with comparative statements as provided in subsection (b) and with like treatment of assumptions and explanations; (ii) the amount of the total debt of the City, together with a schedule of amounts due on all outstanding bonds and notes; (iii) a statement of the projected unencumbered balance in each fund at the end of the current fiscal year and the actual unencumbered balance at the end of the prior fiscal year; (iv) a statement of the City's debt rating assessed by a recognized municipal debt rating agency for the two most recent fiscal years for which it is available; and (v) any other information as may be required by Council. The Mayor shall also make available to Council the most recent debt rating report on the City from a recognized municipal debt rating agency. The Mayor shall provide to Council the itemized estimate by November 15 of each fiscal year.
- (d) Annual capital budget. The capital budget shall include the following: (i) any departmental capital spending requests and how those spending requests relate to achieving departmental goals; (ii) itemized cost estimates and the anticipated method of financing upon which each capital expenditure is to be reliant; (iii) the itemized estimated annual cost of operating and maintaining the facilities or equipment to be constructed or acquired; (iv) a commentary on how the capital budget addresses the environmental, social, and governance sustainability of the community and region; and (v) any other information as may be required by Council.
- (e) Council and the Mayor shall collaborate to ensure Council and the public have the opportunity to understand and offer comment on the budget by publishing and holding hearings on the budget. "Publishing" means to make available to the Council and the public in the contemporary means of information sharing. "Hearings" means discussion of the budget during meetings of the Council or its Committee of the Whole, identified as such on the agendas of such meetings. Council shall adopt a budget. Council shall subsequently act to implement the budget.

Council shall provide by ordinance the procedures for administration and fiduciary oversight of the budget.

SECTION 4. APPROPRIATION AND ADDITIONAL ORDINANCES

At or before the first meeting of the year in which the annual budget is to become effective, Council shall adopt an appropriation ordinance. Appropriations in the ordinance may not exceed the estimated revenues of the City for that year. Such ordinance may provide for a temporary or interim appropriation, but in such event an annual appropriation ordinance shall be adopted such that the City complies with the general laws of Ohio. Such appropriation may be amended as necessary from time to time by ordinance. Council shall take other actions as necessary to achieve the purposes of the budget.

SECTION 5. TRANSFER OF FUNDS.

Upon request of the Mayor, the Council may transfer any part of an unencumbered balance of an appropriation to a purpose or object for which the appropriation for the current year as proved insufficient, or may authorize a transfer of money to be made between items appropriated to the same office or department.

SECTION 6. UNENCUMBERED BALANCES.

At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated, and shall be subject to future appropriation. Any accumulated revenue not appropriated as hereinbefore provided, and any balances at any time remaining after the purposes of the appropriation shall have been satisfied or abandoned, may from time to time be appropriated by the Council to such uses as will not conflict with any uses for which such revenues specifically accrue. No money shall be drawn from the treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriations made by the Council.

SECTION 7. PAYMENT OF CLAIMS.

No warrant for the payment of any claim shall be issued by the Director of Finance until such claim shall have been approved by the director for the department for which the indebtedness was incurred, and the Mayor. Such officers and their sureties shall be liable to the Municipality for any loss or damage sustained by the Municipality by reason of the corrupt approval of any such claim against the Municipality. Whenever any claim shall be presented to the Director of Finance, he shall have power to require evidence that the amount of the claim is justly due and is in conformity to law and ordinance; and for that purpose he may summon before him any officer, agent or employee of any department of the Municipality, or any other person, and examine him upon oath or affirmation relative thereto.

SECTION 8. CERTIFICATION OF FUNDS.

No contract, agreement, or other obligation involving the expenditure of money, shall be entered into, unless the Director of Finance shall have first certified in writing that the money required for such contract, agreement, obligation, or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose, which certificate shall be filed with the contract, agreement, or obligation. The sum so certified shall not thereafter be considered unappropriated until the City is discharged from the contract, agreement, or obligation; but the provisions of this section shall not be construed as prohibiting the making of contracts for the furnishing of services or public utilities for a period extending beyond a single fiscal year when such contracts are otherwise authorized by this Charter or by general law.

SECTION 9. MONEY IN THE FUNDS.

All moneys actually in the treasury to the credit of the fund from which they are to be drawn, and all moneys applicable to the payment of the obligation or appropriation involved, that are anticipated to come into the treasury before the maturity of such contract, agreement, or obligation, from taxes, assessments, or license fees, or from sales of services, products, or by-products of any City undertaking, and moneys to be derived from lawfully authorized bonds, sold and in process of delivery, shall, for the purpose of such certificate, be deemed to be in the treasury to the credit of the appropriate fund, and shall be subject to such certification.

SECTION 10. BOND ISSUES

Except as may be authorized specifically by the laws of the State of Ohio, no bonds or notes of the City may at any time be issued for current operating expenses or for acquisition of any property, asset or improvement with an estimated life or usefulness of less than five (5) years, but this prohibition shall not be construed as applying to money borrowed in anticipation of the collection of special assessments, or for defraying the expenses of an extraordinary epidemic of disease, or emergency expenses made necessary by sudden casualty that could not reasonably have been foreseen, or for paying final judgments upon non-contractual obligations.

SECTION 11. MATURITIES OF BONDS

The maturities of bonds may not extend beyond the estimated life of the related property, asset, or improvement, as certified to the Council by the Director of Finance, which certificate shall be on file with the Council before the passage of any bond ordinance.

SECTION 12. LIMITATIONS ON RATES OF TAXATION

The Council may not, in the absence of a favorable vote of the people, levy taxes in excess of eight (8) mills per one dollar (\$1.00) of assessed valuation on property in the City that

is assessed and listed for taxation according to value and that is required or lawfully permitted to be included in the general levy for the general fund of the City for the purpose of paying current operating expenses including the purpose of police and fire pensions.

Notwithstanding the eight (8) mill limitation on taxation for current operating expenses, and in addition to it, Council may levy annually a tax not to exceed seven-tenths (.7) of one mill per one dollar (\$1.00) of all property in the City that is assessed and listed for taxation according to value, to be used for the acquisition, construction, reconstruction, rehabilitation, renovation, improvement, equipping and maintenance of land, facilities, buildings and structures belonging to or operated by the City and used for parks, playgrounds, play fields, rights of way, swimming pools, indoor recreation and community centers, municipal amphitheaters and cultural facilities, and related equipment, and for the debt charges on general obligation bonds and bond anticipation notes issued to pay the cost of the improvements and/or maintenance specified in this Section.

SECTION 13. AUDITING FINANCES

There shall be a financial audit of all of the affairs and accounts of the City each calendar year. This audit shall be conducted by the State of Ohio or by an independent certified public accountant or accounting firm authorized by the State of Ohio to conduct required audits of cities. Council may, in addition, at any other time, engage the services of an independent certified public accountant or accounting firm for the purpose of auditing all or a portion of the City's finances covering a period Council deems advisable. (Adopted 11-2-82.)

ARTICLE X. ETHICS AND NONDISCRIMINATION

SECTION 1. GENERAL EXPECTATIONS

The citizens of Cleveland Heights rightfully expect City officials, both elected and appointed, and City employees, to behave legally and ethically. All officials and employees are expected to treat each other with respect and to work together for the good of the City and its residents to make the City a desirable place to live. The citizens also rightfully expect honesty, respect and fair treatment from City officials and employees. City officials have a responsibility to educate, monitor, and support all employees and City representatives in this mission.

SECTION 2. OATH OF OFFICE

The Mayor, City Administrator, all members of Council, and all other officers of the City shall, before entering upon the duties of the respective office or position, take and sign an oath or affirmation that conforms to applicable laws of the State of Ohio.

SECTION 3. PUBLIC ETHICS

City officials and employees shall comply with the general laws of the State of Ohio

governing the ethical conduct of public officials and employees, including, but not limited to, prohibitions against conflicts of interest, accepting anything of value and unlawful interests in public contracts. No provision of this Article Ten shall be construed as limiting the applicability of the terms of the general laws of the State of Ohio governing the ethical conduct of public officials and employees, including, but not limited to, the prohibitions listed above, or the disqualification of or removal of public officials or employees from office or employment.

The Mayor shall be responsible for having copies of the relevant ethics laws delivered to each City official and employee. Each City official and employee shall attend training (in person or online) periodically from the Ohio Ethics Commission concerning the relevant ethics laws. If the Ohio Ethics Commission no longer provides that training, Council shall authorize the engagement of another provider for that training. The provider shall have expertise in the subject of laws governing the ethical conduct of public officials and employees in Ohio and shall be independent of the City.

SECTION 4. ROLE OF COUNCIL

Nothing in this Article shall be construed to prohibit Council from providing by ordinance additional rules and policies concerning the ethical conduct of elected and appointed City officials and employees that are not duplicative and do not conflict with the general laws of the State of Ohio.

SECTION 5. TRAINING FOR COUNCIL AND MAYOR

The City is committed to the best practices of municipal governance, innovation and administration, including those related to ethics, finances, budgeting, safety forces, infrastructure, human resources, planning and development, and current issues facing Cleveland Heights. To achieve these goals, Council members and the Mayor shall complete training pertinent to their respective positions on the best practices of municipal governance and administration. This training may include but not be limited to, parliamentary procedure, training on the roles and responsibilities of the Mayor, Council members, and Directors, Council's subpoena power and introduction and preparation of laws, resolutions and ordinances. Training sessions are to be provided for by the City, as determined by Council, within three (3) months of a person's election or appointment to the position of Council or Mayor.

Training shall consist of eight (8) hours of instruction for new Council members and sixteen (16) hours of instruction for new Mayor. Council members who have previously served on Council and any Mayor who has previously held the office of Mayor of the City are exempt from the requirements of this section, but have the option of taking the opportunity for the training provided by the City.

Following the completion of such training and prior to the expiration of the three (3) month training period, a certificate provided by the Clerk of Council shall be signed by the

person designated by the Council to verify completion of the training. The signed certificates shall be kept on file in the office of the Clerk of Council.

SECTION 6. NONDISCRIMINATION AND EQUAL OPPORTUNITY

No officer, employee, or agent of the city shall deny equal access to city services, or equal opportunity in employment and promotion, or the benefits thereof, to any person on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, family or military status, or any other status that is protected by federal, state, or local law or ordinance.

In its employment practices, the City is and shall continue to be an equal opportunity employer in furtherance of its nondiscrimination commitment. At least once per year, the Mayor or City Administrator shall prepare, in collaboration with the Director of Human Resources, and submit to the Council a report concerning the City's compliance with and performance with regard to this equal employment opportunity policy.

ARTICLE XI BOARDS AND COMMISSIONS

SECTION 1. CITY PLANNING COMMISSION

The Council shall establish a City Planning Commission of seven (7) voting members, all of whom shall be residents of the City of Cleveland Heights appointed by the Council and not employed by the City of Cleveland Heights. A vacancy occurring during the term of any voting member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment. There shall be the following nonvoting members of the Commission: The Chairman of the City Planning and Development Committee of the Council; the Mayor; the Director of the Department of Planning and Development, who shall serve as ex officio secretary of the Commission; and such other persons as the Council shall from time to time appoint by ordinance. Voting members shall serve for a term of six (6) years.

The City Planning Commission may make recommendations to the Council and the Mayor on all matters affecting the physical development of the City, taking into account such factors as economic, environmental and social sustainability, and shall perform all other duties and responsibilities provided by ordinance.

SECTION 2. CIVIL SERVICE COMMISSION

There is hereby established a Civil Service Commission which shall consist of three (3) electors of the City not holding other municipal office or employment, to be appointed by the Mayor subject to and effective upon confirmation by the Council. Each Civil Service Commissioner shall serve for a term of six (6) years and until a successor shall have been

appointed and qualified. Any vacancies occurring during the term of any member shall be filled for the unexpired term in the manner authorized for an original appointment.

The Civil Service Commission shall elect one of its members as President. The Mayor shall appoint a City employee to serve as secretary of such Commission.

The Council shall provide by ordinance the powers, duties and jurisdiction of the Civil Service Commission, the determination of the positions of employment which shall comprise the classified and unclassified service of the City, the method and procedure for determining merit and fitness for employment and promotion in the classified service, and such other matters relating to classified employment service as may be necessary and proper.

On or before March 1 of each year preceding the year in which a presidential election is held, the Commission shall file with the Clerk of Council a written report following a review by the Commission of the salary and other compensation for members of Council and for the Mayor. The report shall set forth the Commission's recommendations for salary and other compensation for members of Council and the Mayor for new terms of office beginning on or after January 1 of the year next following the year in which the ordinance is adopted. Council shall provide by ordinance appropriate budget and support to enable the Commission to conduct the salary and other compensation review and prepare recommendations. The recommendations shall take into account the standards for salary and other compensation set forth in Section 3.4.

SECTION 3. BOARDS AND COMMISSIONS GENERALLY

Council may establish, by ordinance, any other boards, commissions, special committees or task forces it deems necessary, and may combine or abolish any board or commission except the City Planning Commission and the Civil Service Commission. A member of any board or commission established by the Charter or by Council shall be deemed an officer of the City within the meaning of this Charter. Council shall have the authority to establish, by ordinance, such rules and regulations as it deems necessary for the operation, governance and procedures of all City boards, commission, special committees, task forces or other similar bodies created by or under the authority of the Charter or by ordinance of Council. Such rules and regulations may include, but are not limited to, matters relating to membership qualifications, appointments, terms of service, meeting procedures, quorum requirements, reporting requirements, and any other provisions necessary for the effective and transparent functioning of such bodies.

Except in the case of Mayor-appointed members of boards, commissions or advisory bodies of the City as described above (hereafter "board or commission members"), Council may remove any board or commission member for any reason provided herein for the removal of the Mayor or a member of Council, for the failure to attend meetings of the board, commission or similar body, or as provided under the general laws of Ohio, or for other just cause; provided, that the removal of a board or commission member shall require not less than ten (10) days written notice of the regular or special Council meeting where such removal shall be considered, and an opportunity for the board or commission member to be heard at such meeting. When the

Mayor has appointed a board or commission member, the Mayor may remove the member for the reasons set forth herein for Council removal of board and commission members.

ARTICLE XII AMENDMENTS

Amendments to this Charter may be submitted to the electors of the City by a vote of five (5) members of the Council, and shall be submitted to the electors by the Council when a petition, signed by electors of the City equal in number to at least ten percent (10%) of the total votes cast at the last preceding general municipal election, setting forth any such proposed amendment, shall have been filed in the manner and form prescribed in Article VIII of this Charter for the submission of ordinances by initiative petition. The amendment shall be submitted to the electors at the next regular primary or general election, if one shall occur not less than sixty (60) days nor more than one hundred twenty (120) days after passage of the ordinance submitting it to the electors; otherwise the Council shall provide for the submission of the amendment at a special election to be called and held within the time aforesaid.

If any such proposed amendment be approved by a majority of the electors voting thereon, it shall become a part of this Charter at the time fixed in the amendment; and if no time is fixed therein, then such amendment shall become a part of this Charter upon its approval by the electors; provided, however, that in the event that two or more inconsistent amendments on the same subject are submitted at the same election, only the one of such amendments receiving the largest affirmative vote, not less than a majority, shall become a part of this Charter.

Not less than thirty (30) days prior to the election at which any Charter amendment is to be submitted to the electors, the Clerk of Council shall either:

- (a) Print and mail to each registered elector an official publicity pamphlet, or
- (b) Publicize official publicity in a newspaper published and generally circulated in the City or, if no such newspaper is published in the City, then in a newspaper of general circulation within the City. Such publication shall be made once a week for not less than two (2) consecutive weeks with the first publication being at least thirty (30) days prior to such election.

Such publicity pamphlet or publication shall contain a full text of the Charter amendment, with its ballot title, together with any explanation or argument for or against such amendment which may have been filed with the Clerk of Council, as hereinafter provided. The validity of any Charter amendment approved by the electors shall not be questioned because of technical or non-consequential errors or irregularities in such mailing, distribution or publication.

Not less than fifty (50) days before an election on an initiated Charter amendment, the committee designated in the petition, as a result of which said election is called, may submit to the Clerk of Council an explanation or argument in support of the proposed amendment. If a Charter amendment has been proposed by the Council, the President of Council shall appoint a

committee of three (3) members of the Council to prepare such explanation or argument which shall be submitted to the Clerk not less than fifty (50) days prior to the election on the amendment. Any civic body or committee of residents may prepare an answer or response to any explanation or argument in favor of a Charter amendment, which answer or response must be filed with the Clerk not less than forty (40) days prior to any such election. All explanations or arguments for or against any proposed Charter amendment shall be signed by the persons authorized to submit the same. No explanation or argument related to a proposed Charter amendment shall exceed five hundred (500) words in length and all such explanations and arguments filed with the Clerk in favor of or against any Charter amendment shall at all times be open to the inspection of anyone interested therein.

ARTICLE XIII CHARTER REVIEW

The Council shall, at least once during every ten (10) year period, by ordinance or resolution, appoint a Commission to review the Charter. The first ten (10) year period shall commence on January 1, 2026. Nine (9) electors of the City shall be appointed as members of the Charter Review Commission. Seven (7) members of the Commission shall be appointed by Council. Two (2) members shall be appointed by the Mayor in a writing delivered to the Clerk of Council, with no requirement for Council approval, not later than thirty (30) days after the adoption of an ordinance or resolution appointing the seven (7) members selected by Council. If the Mayor fails to make timely appointments to the Charter Review Commission, the Council shall appoint two (2) additional members to the Commission within 14 days. The Commission shall review the Charter and shall, within seven (7) calendar months after the appointment of Commission members by the Mayor unless a longer period is provided by Council, recommend to Council such amendments, if any, to this Charter, as in its judgment are desirable. Members of the Commission shall not hold any other office or position of employment with the City and shall serve without compensation. The meetings of the Charter Review Commission shall be open to the public. Within a reasonable time from receipt of the recommendations of Charter Review Commission, the Council shall consider them and may, if it determines to do so, submit the recommended Charter amendments to the voters as received from the Commission or as modified by the Council, in accordance with Article XII of this Charter.

ARTICLE XIV FRANCHISES

SECTION 1. GRANTS LIMITED.

No grant, or renewal thereof, to construct or operate a public utility on, under, or above the streets of the City shall be made by the Council to any person, persons, association, or corporation in violation of any limitation contained in this Charter.

SECTION 2. PERIOD OF GRANTS.

No such grant shall be made for a longer period than twenty-five years. No such grant shall be renewed earlier than two years prior to its expiration, unless the Council shall, by a vote of at least five of its members, first declare by ordinance its intention of considering a renewal thereof, which ordinance shall be passed at least thirty days prior to the passage of the ordinance granting such renewal.

SECTION 3. CONSENTS.

No consent of the owner of property abutting on any highway or public ground shall be required for the construction, extension, maintenance or operation of any public utility by original grant or renewal, unless such public utility is of such a character that its construction or operation is an additional burden upon the rights of the property owners in such highways or public grounds.

SECTION 4. REGULATIONS.

The Council shall at all times direct the distribution of space in, over, under, or across all streets or public grounds occupied by public utility fixtures. All rights granted for the construction and operation of public utilities shall be subject to the continuing right of the Council to pass reasonable regulations for the operation of such utilities, including the right to require such reconstruction, relocation, or discontinuance of the appliances used by the utilities, in the streets or public grounds, as shall, in the opinion of the Council, be necessary in the public interest.

SECTION 5. GRANTS NOT INCLUDED.

Revocable permits for laying temporary tracks across or along streets or other public grounds, to connect railroad or railway tracks with any property, shall not be regarded as a grant within the meaning of this Charter, but may be permitted in accordance with such terms or conditions as the Council may by ordinance prescribe.

ARTICLE XV SAVING CLAUSES

SECTION 1. LAWS CONTINUED IN FORCE.

All general laws of the State which are not in conflict with the provisions of this Charter or with any ordinance or resolution enacted thereunder shall apply to the government of the City of Cleveland Heights; and all ordinances, by-laws, and resolutions in force at the time of the taking effect of this Charter, not inconsistent with its provisions, shall continue in full force and effect until amended or repealed.

SECTION 2. PARTIAL INVALIDITY.

The determination by a court of competent jurisdiction that any section or part of a section of this Charter is invalid shall not invalidate, nor impair the force or effect, of any other section or part of a section, except to the extent that such other section or part of a section is dependent for its operation upon the section or part of a section so declared invalid.

SECTION 3. CONTINUANCE OF PRESENT OFFICIALS.

All persons holding office at the time this Charter takes effect shall continue in office, and in the performance of their duties until provision shall have been otherwise made in accordance with this Charter for the performance or discontinuance of the duties of any such office. When such provision shall have been made, the term of any such officer shall expire and the office be deemed abolished. The powers which are conferred and the duties which are imposed upon any officer, commission, board, or department of the City under the laws of the State, or under any City ordinance or contract in force at the time of the taking effect of this Charter shall, if such office, commission, board, or department is abolished by this Charter, be thereafter exercised and discharged by the officer, commission, board, or department upon whom are imposed corresponding functions, powers, and duties by this Charter or by any ordinance or resolution of the Council thereafter enacted.

SECTION 4. CONTINUANCE OF CONTRACTS AND VESTED RIGHTS.

All vested rights of the City shall continue to be vested in the City and shall not in any manner be affected by the adoption of this Charter; nor shall any right or liability, or pending suit or prosecution, either in behalf of or against the City, be in any manner affected by the adoption of this Charter, unless herein otherwise expressly provided to the contrary. All contracts entered into by this City or for its benefit prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected thereunder. Public improvements for which legislative steps shall have been taken under laws in force at the time this Charter takes effect may be carried to completion in accordance with the provisions of such laws.

ARTICLE XVI WHEN CHARTER TAKES EFFECT

This First Amended Charter shall take effect from the time of its approval by the electors of the City in the year 2025.