November 17, 2025
Regular Meeting
7:30 PM

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

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

1) **Meeting called to order by Council President**

2) **Roll Call of Council Members**

3) **Excuse absent members**

4) **Amendments to the Agenda (if necessary)**

5) **Approval of minutes from previous meeting(s)**

6) **Communications from the Mayor**

7) **City Administrator's Report**

8) **Departmental Report(s)**

9) **Report of the Clerk of Council**

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*

ORDINANCE NO. 230-2025(F): *First Reading.* An Ordinance to amend certain subparagraphs of Ordinance No. 011-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 231-2025(PSH): *First Reading.* An Ordinance authorizing the sale of K-9 Officer Dodo to his handler for the sum of One Dollar ($1.00); and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 232-2025(MSES): *First Reading.* A Resolution authorizing the Mayor to enter into an agreement with Energility, LLC to provide energy management services for the City of Cleveland Heights, Ohio; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 233-2025(PD): *First Reading.* A Resolution authorizing the Mayor to enter into an agreement with Sosic Painting & Remodeling, LLC., a certified lead abatement contractor, for the use of Lead Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based paint hazards at Permanent Parcel Number (PPN) 681-11-011; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 234-2025(AS): *First Reading.* A Resolution confirming the Mayor's appointment of Helen Hertz as a member of the Community Improvement Corporation of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 235-2025(AS): ***First Reading.*** A Resolution confirming the Mayor's appointment of Linda Striefsky as a member of the Community Improvement Corporation of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

RESOLUTION NO. 236-2025(AS): ***First Reading.*** A Resolution appointing Natalie Davis as a member of the Fair Practices Board to fill a vacancy for the remainder of an unexpired term ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 237-2025(AS): ***First Reading.*** A Resolution appointing Gary Benjamin as the alternate member of the Fair Practices Board to fill the vacancy for the remainder of an unexpired term ending December 31, 2027; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 238-2025(AS): ***First Reading.*** A Resolution appointing Mohammad Irfan as a member of the Climate and Environmental Sustainability Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 239-2025(AS): ***First Reading.*** A Resolution appointing Rachel Moore as a member of the Citizens Advisory Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 240-2025(PD): ***First Reading.*** A Resolution authorizing an agreement with Serpentini Chevrolet of Strongsville for the purchase of four (4) 2026 Chevrolet Equinox EV's for the Planning and Development Department and Communications Department; waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

b. ***First Readings Only***

ORDINANCE NO. 241-2025(F): ***First Reading.*** An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2026 through December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

c. ***Second Readings***

RESOLUTION NO. 224-2025(CRR): ***Second Reading.*** A Resolution authorizing the Mayor to execute an agreement with CXT, Inc., a Sourcewell Cooperative Purchasing vendor, for the purchase and installation of a precast concrete bathroom for Denison Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Cuda

ORDINANCE NO. 225-2025(HB): ***Second Reading.*** An Ordinance amending Part Thirteen, Building Code, of the Codified Ordinances of Cleveland Heights to update the City's regulations regarding public notice for the Architectural Board of Review.

Introduced by Mayor Cuda

d. ***Third Readings***

RESOLUTION NO. 214-2025(PD): ***Third Reading.*** A Resolution authorizing a grant agreement with the Noble Area Business Association; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Vice President Russell

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: DECEMBER 1, 2025

CITY OF CLEVELAND HEIGHTS

Date: 11/5/2025

To: City Council

From: Rachun Caldwell, Interim Finance Director

Subject: Budget Adjustment

Purpose Statement: To increase the 2025 budget to include the following items:

- Blanche Avenue Engineering (GPD) - $147,448 – Grant funded
- Blanche Avenue Landscape Engineering (GPD) - $6,900 – Grant funded
- Blanche Avenue EPA Fees (GPD) – $4,215 – Grant funded
- Blanche Avenue Environmental Review (PlaceMark) - $1,010 – Grant funded
- Cain Park ADA Ramps Project Management (GPD) – $10,000
- Cain Park ADA Bathrooms Project Management (City Architecture) – $20,670
- Denison Park Turf – $1,824
- Nobility Court Set-Aside (City of Cleveland Heights) – $216,000

Is this legislation recurring: Yes: _______ No: __X_____

Is emergency language necessary: Yes: __X___ No: ________

If yes, why? To ensure the most up-to-date amended budget for the efficient operation of the City.

Is passage on first reading necessary: Yes: ___X_____ No: ________

If yes, why? To ensure the most up-to-date amended budget for the efficient operation of the City.

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

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

Proposed: 11/17/2025

ORDINANCE NO. 230-2025(F), *First Reading*

By Mayor Cuda

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

WHEREAS, this Council wishes to amend certain appropriations made through Ordinance No. 011-2025, in the manner more fully described herein,

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

SECTION 1. Certain subparagraphs of Ordinance No. 011-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2025 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto. All appropriations not so amended shall remain in full force and effect through the passage of this Ordinance.

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

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

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

SECTION 5. The prior version of Ordinance No. 011-2025, is hereby repealed in its entirety.

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

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GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: ________________________

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TONY CUDA
Mayor

2025 Budget Adjustments

Ordinance #230-2025

Cash Supplement and Inter-Departmental Transfers

Fund #	Fund Description	2025 Budget Adjustment	Fund	Department No.	Department Description	Account	Description	Ordinance Description	2025 Budget Adjustment	Budget Adjustment Notes	Funding Source	Requesting Department
101	General Fund	$ 248,494.00	101	5101	Planning	2055.1	Planning-Contractual	O.T.P.S	248,494.00	Budget amendment for Cain Park ADA Ramps Project Management (GPD)-$10K, ADA Bathrooms Project Managemen (City Architecture)-$20,670, Denison Park Turf-$1,824 and the Nobility Courts Project-$217K	Budget Increase-From F101 UE Cash Balance	Planning
240	Federal Miscellaneous Grants	$ 159,573.00	240	5101	Planning	2055.1	Planning Contractual	O.T.P.S	159,573.00	Budget amendment for Blanche Avenue Engineering (GDP)-$147,448, Blanche Avenue Landscape Engineering (GPD)-$6,900, Blanche Avenue EPA Fees(GPD)-$4,215 & Blanche Avenue Environmental Review (PlaceMark)-$1,010. Above items are grant funded.	Offset by Reimbursable Grant	Planning
	Budget Adjustment Total	$ 408,067.00						Budget Adjustment Total	$ 408,067.00			
	Grand Total Budget Adjustment	$ 542,894.80						Grand Total Budget Adjustment	$ 408,067.00			

Budget Increase Funding Source	Budget Impact
Budget Increase-From Fund 101 UE Cash	$ 248,494.00
Budget Increase-From Fund 213 UE Cash	$ -
Budget Increase-From Fund 402 UE Cash	$ -
Intradepartment Transfer	$ -
Interdepartment Transfer	$ -
Offset by Revenue Increase Received**	$ -
Offset by Reimbursable Grant**	**$ 159,573.00**
	$ 408,067.00

***Grant Receipts to offset expenses, for a net $0 impact for this request.*

CITY OF
CLEVELAND
HEIGHTS
DEPARTMENT OF POLICE
Christopher M. Britton, Chief of Police
40 SEVERANCE CIRCLE, CLEVELAND HEIGHTS, OHIO 44118 – Telephone 216-291-4974

October 30th, 2025

Dear Mayor Cuda,

This letter is to request your authorization to retire K9 Officer Dodo and sell him to his handler, Investigator Brian Ondercin for the amount of One Dollar (1.00).

Dodo is a K-9 officer serving the Cleveland Heights Police Department since 2019. K9 Dodo was trained by and has remained with his handler, Investigator Brian Ondercin since joining the Police Department at the end of 2019.

Due to other priority department operational needs and years of service provided by K9 Dodo, it's my position that K9 Dodo should be retired.

After careful consideration of the above facts, and in the best interest of the K9 and the City of Cleveland Heights, its my determination that Dodo is no longer needed for municipal purposes. It is the general policy and practice in Ohio and throughout the country that a K-9 officer be sold to his or her handler for One Dollar ($1.00).

Respectfully,

CM. Britton

Christopher M. Britton, Chief of Police

APPROVED: ____________________
Tony Cuda, Mayor

Proposed: 11/17/2025

ORDINANCE NO. 231-2025(PSH), *First Reading*

By Mayor Cuda

An Ordinance authorizing the sale of K-9 Officer Dodo to his handler for the sum of One Dollar ($1.00); and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Dodo is a K-9 officer serving the Cleveland Heights Police Department since early 2019; and

WHEREAS, Dodo was trained by and has remained with his handler Investigator Brian Ondercin since joining the Police Department; and

WHEREAS, a K-9 officer older than three years of age typically cannot be re-trained or otherwise bond with a new handler; and

WHEREAS, in light of the above facts, Dodo is no longer needed for municipal services; and

WHEREAS, in Ohio and throughout the country, it is the general policy and practice that a K-9 officer who is retired be sold to his or her handler for One Dollar (1.00), and such sale would be in the best interests of Dodo, Investigator Ondercin, and the residents of Cleveland Heights.

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

SECTION 1. The Mayor is hereby authorized, pursuant to Section 110.04 of the Codified Ordinance of the City of Cleveland Heights, to execute an agreement to sell K-9 Officer Dodo to his handler Investigator Brian Ondercin for the sum of One Dollar (1.00). Said agreement shall include a waiver and release and shall be approved as to form by the Director of Law.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were taken in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. Notice of the passage of this 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 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and the safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for Dodo to continue to have a home with his handler without interruption. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage, otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

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GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: ________________________

____
TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 232-2025(MSES), *First Reading*

By Mayor Cuda

A Resolution authorizing the Mayor to enter into an agreement with Energility, LLC to provide energy management services for the City of Cleveland Heights, Ohio; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, on September 3, 2024, the City adopted Ordinance No. 152-2024 authorizing the Mayor to execute a guaranteed energy savings contract with Leopardo Energy (“Contract”) pursuant to Section 717.02 under the Ohio Revised Code.

WHEREAS, in accordance with R.C. § 717.02, this Council found that the amount of money spent on the Energy Conservation Measures (“ECM”) comprising the Contract was not likely to exceed the amount of money the City would save in energy, operating, maintenance, and avoided capital costs over the average system life of the ECM;

WHEREAS, Leopardo’s performance and the City’s savings under the Contract are evaluated in part through measurement and verification analysis governed by the International Performance Measurement and Verification Protocol (“M&V”);

WHEREAS, proposed changes to the ECM approved by Council will require amendments to the Contract’s Scope of Work and Performance Guarantee, and an energy management consultant with M&V expertise is necessary to ensure the revised ECM under the amended Contract will not negatively impact the projected savings and that the Performance Guarantee is adjusted appropriately;

WHEREAS, the City received proposals from two energy management service providers offering to provide the M&V, compliance, and other services necessary to maximize the Contract’s value to the City; and

WHEREAS, Energility, LLC is an Ohio-based Energy Audit Contractor, approved by the Ohio Department of Development, and employing the Certified Energy Managers, Professional Engineers, and analysts best suited to the City’s needs.

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

SECTION 1. The Mayor is hereby authorized to execute a contract with Energility, LLC to provide energy management services for the City, as described more fully in the proposal attached hereto as Exhibit “A”, and for an amount not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00). The contract shall contain such other terms as recommended by the Mayor and Director of Law, and shall be approved as to form by the Director of Law.

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

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

SECTION 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 resolve all issues pertaining to the Contract prior to the anticipated substantial completion date. 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 earliest time allowed by law.

____
GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ________________ Approved:____________________________

____
TONY CUDA
Mayor

Energility, LLC proposes to deliver energy management services ("Services") to **City of Cleveland Heights ("Client")** to act as a technical adviser to manage Energy Service Company ("ESCO") compliance with the contract awarded by Client and perform as your energy manager. The Services are commonly referred to as Owners Technical Representation. Location where Services are performed is across multiple Cleveland Heights owned and operated properties within the municipality ("Site"). Client confirms that they have control of Site(s) to conduct Services. During such time, no selections, choices, or encuberences of cost shall be made without explicit consent of the Client.

Energility, LLC Services deliverables will include:

1. ESCO oversight and stakeholder coordination, defined as the following key activities.
    a. Review documents provided to Client to-date.
    b. Document for the benefit of the Client, project progress meetings including follow up communication with the project stakeholders.
    c. Work with the ESCO to build transparent document action items, and ensure follow-up on deliverables.
    d. Resolve conflicts between Client and ESCO while keeping alignment with project goals.

2. Change order management, defined as the following key activities.
    a. Change request evaluation to assess proposed changes to scope, schedule, or budget for impacts on project outcomes.
    b. Collaborate with Client to approve, modify, or reject changes and negotiate cost adjustments.
    c. Document approved changes and update project baselines accordingly.
    d. Mediate disagreements between the ESCO and Client regarding scope interpretations.
    e. Confirm change orders align with original contract terms, energy and cost savings guarantees.

3. Project technical support, defined as the following key activities.
    a. Work with ESCO to ensure Client has training programs for personnel on new systems and operational procedures.
    b. Provide ongoing technical guidance during the warranty period.
    c. Document adjustments expected for savings outcomes.
    d. Conduct final walkthroughs to verify all ESCO work meets specifications.
    e. Manage punch list creation and prompt resolution of outstanding items.
    f. Validate submission of warranties, as-built drawings, and compliance requirements.
    g. Advise Client on outcomes from commissioning activities. Acting as the Client Commissioning Agent would be a separate responsibility and scope of work.
    h. Assist with evaluation of the project close out package for completeness.

4. Measurement and verification (M&V) analysis, defined as the following key activities.
    a. Review ESCO defined baseline energy consumption metrics and measurement protocols per International Performance Measurement and Verification Protocol (IPMVP) guidelines.
    b. Compare actual energy savings to guaranteed performance using ESCO collected data.
    c. Verify accuracy and compliance of ESCO contract during first year of performance period. Year 2 and future is Additional Services.
    d. Identify discrepancies and recommend corrective actions to Client.
    e. Collect data, assemble analysis, and conduct a separate M&V to verify accuracy and compliance of ESCO contract during first year of performance requirement, if necessary results cannot be verified.

Additional Services available for continuation of EMS agreement:

1. Technical advisory hours shall be billed at current hourly rate as defined in the Terms and Conditions.
2. Year 2 and beyond: Collect data, assemble analysis, and conduct a separate M&V following first year of performance requirement.

Contracted Costs for Payments (“Fee Schedule”) shall be billed in progress increments for Lump Sum of $42,180 for not to exceed 300 hours and 2,400 miles of travel. Travel shall be billed at IRS mileage allowance at time of travel.

1. 300 hours at Rate ($40,500)
2. 2,400 miles at current IRS allowance ($0.70 per mile, $1,680)

The Services are provided as stated and there is permission to amend original scope of work, define additional scope of work, or conduct subsequent M&V reporting bywritten consent of both parties.

This proposed Services may be attached to Client’s Professional Services Agreement for acceptance and commencement.

Your Energy Management Team

Energility believes every business deserves access to an energy manager. Nonprofit organizations, small businesses, and commercial enterprises benefit from our proven energy intelligence. The cornerstones of our mission are to:

- create action plans to improve equipment and operations
- establish results which lower environmental disruption
- transfer our operations knowledge to owners of buildings
- support local economies by collaborating with resources in the community

Our team of experts has over 100 years of experience working in building operations, engineering facilities, and analyzing energy use. Our Certified Energy Managers (CEMs), Professional Engineers (PEs), Project Managers, and Analysts have built 250+ detailed Energy Plans (ASHRAE Level II energy audits) in 13.9M square feet of commercial and industrial buildings and analyzed over $15.5M in energy costs. Our clients have acted on the strategies in these Energy Plans, investing over $35M+ in 196 projects resulting in annual savings of $5M+ and reducing carbon emissions by over 33,000 metric tons.

- **Our Focus** includes buildings used for non-profit organizations, offices, education, houses of worship, government, industrial, and multi-family housing.
- **Client Actions** have resulted in 156 complete projects including 23 comprehensive projects financed using Ohio Energy Loan Fund or PACE.
- **Energy Services** are portfolio or building benchmarking, energy auditing, design performance specifications, project management, measurement and verification, and procurement.

Your Account Manager

Justin Kale, Director of Opportunity Development
justin@energility.com or 614-746-9276

Terms and Conditions

1. Term: The term from date of commencement is for completion of the scope of work.
2. Payment schedule:
    a. $10,800 of the Contracted Costs will be billed after signed agreement as a good faith deposit.
    b. First invoice following deposit will credit for hours used at Rate.
    c. The remainder of Contracted Costs will be billed monthly on or about 5th of the month for hours used at the Rate towards completion of deliverable.
    d. A final invoice shall be approved for payment and upon payment will accept the Services as acceptance of deliverable.
3. Billing: Invoices shall be upon completion of work with net 15 day payment terms.
4. Late payments: Unpaid balances shall be subject to additional fee, up to the maximum allowable by law.
5. Scope of work: This agreement is set for a defined Services which are defined within the Deliverable. Any work outside of the Deliverable shall be billed for **“Additional Services”**. Additional Services shall be billed within 30 days of completion or at minimum of accumulating 10-hours, which ever is soonest.
6. Rate: Consulting fees on hourly Additional Services shall be billed at $135 per hour **(“Rate”)** and any increase or change shall be communicated in writing at time of Additional Services.
7. Evergreen: Not applicable beyond those terms stated within the agreement. Renewal date shall be the date of delivery of first year measurement and verification report.
8. Confidentiality: Data shared with or access provided to Energility will be considered confidential and shared only with prior consent by authorized representative(s) of the Client unless the information is reasonably available to the general public by federal, state, or local laws or statues.
9. Insurance Requirements: Energility shall carry reasonable and necessary insurance for its Services including but limited to worker’s compensation, general liability, and errors and omissions. Certificate of insurance as evidence of such may be provided upon request by the Client.
10. Governing Law Jurisdiction: This Agreement shall be treated as though it were executed and performed in the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflict of law principles). This Agreement may be executed and delivered in original, via facsimile or email with PDF attachment, in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.
11. Idemnification: Client shall indemnify, defend and hold harmless Energility, its officers, directors, partners and agents from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively **"Claims"**) arising out of or caused by its own negligence or that of its employees or agents.
12. Warranty: No Services implied or indirectly replace contractor(s) or manufacture(s) obligations, commitments, or warranties.
13. Cancellation: In the event that Client must cancel the agreement after signature below, Client shall forfeit the deposit amount. Termination of the Agreement by Client of any reason other than negligence shall result in billing of up to 25% of Contracted Costs paid upon receipt of invoice.

--end Terms and Conditions, Signature Page to follow

Signature Page
Accepted By:

____________________________________ ____________________________________
Justin Kale, Managing Member Date
Energility, LLC

____________________________________ ____________________________________
Signatory, Title Date
City of Cleveland Heights

- ☐ I am enclosing a copy of my company’s W-9 with this proposal
- ☐ A copy of my company’s W-9 will follow this proposal

I am authorized to accept this proposal on behalf of the company. The Client is the property owner unless otherwise stated. The above prices, specifications, and conditions are satisfactory and are hereby accepted.
--end Signature Page

CITY OF
CLEVELAND
HEIGHTS

Date: November 3, 2025

To: City Council

From: Allan Butler, Assistant Housing Director
Brian Iorio, Assistant Director of Community Development

Subject: Sosic Painting & Remodeling LLC contract.

Purpose Statement: To authorize a contract for a Lead Safe Ohio abatement project that includes asbestos abatement on for a Day Care facility that brings the project over the $50,000 threshold for the contract authority. The project located at Permanent Parcel Number 681-11-011. contains lead-based paint hazards and asbestos hazards and is eligible for assistance through our Lead Safe Ohio program. The removal of both hazards has increased the cost of removal over the $50,000 threshold.

Is this legislation recurring: Yes: _________ No: ___x____

Is emergency language necessary: Yes: ___X____No: ________

If yes, why? To ensure that the contractor can begin work quickly, eliminate the hazard and so that funds are expended before grant deadlines.

Is passage on first reading necessary: Yes: _____X_____No: ________

If yes, why? To ensure that the contractor can begin work quickly, eliminate the hazard and so that funds are expended before grant deadlines.

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

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

Proposed: 11/17/2025

RESOLUTION NO. 233-2025(PSH), *First Reading*

By Mayor Cuda

A Resolution authorizing the Mayor to enter into an agreement with Sosic Painting & Remodeling, LLC., a certified lead abatement contractor, for the use of Lead Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based paint hazards at Permanent Parcel Number (PPN) 681-11-011; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

WHEREAS, the home located on PPN 681-11-011 contains lead-based paint hazards and asbestos hazards and is eligible for assistance through the LSO Program; and

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

WHEREAS, the lowest bidder, Sosic Painting & Remodeling, LLC. is a certified lead abatement contractor and is in good standing with the City of Cleveland Heights' Housing Preservation Office; and

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

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

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into agreements with Sosic Painting & Remodeling, LLC and the owner of the benefited property to provide for the abatement of asbestos and lead-based paint hazards at PPN 681-11-011. The agreement shall provide for funding in an amount not to exceed One Hundred Thousand Dollars ($100,000.00) from Lead Safe Ohio Grant funds. The project to be completed by Sosic Painting &

Remodeling, LLC is set forth in the Bid Request Form on file with the Clerk of Council. The agreement shall be subject to the approval 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 Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 3. Notice of passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights or by posting the full text of this Ordinance 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 public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to expend grant funds for the abatement of asbestos and lead-based paint hazards prior to the deadline imposed by the County. . 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.

____
GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:
Presented to Mayor: _______________ Approved: ______________________

____
TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 234-2025(AS), *First Reading*

By Mayor Cuda

A Resolution confirming the Mayor's appointment of Helen Hertz as a member of the Community Improvement Corporation of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Council passed Ordinance 195-2023 on December 18, 2024 amending Ordinance No. 13-2019 and subsequent amending Ordinance No. 11-2022, expanding the Board of Directors of the Cleveland Heights Community Improvement Corporation ("CIC"); and

WHEREAS, Ordinance No. 195-2023 specified that the CIC shall be governed by a Board of Directors having nine (9) members, composed as follows:

i. The Mayor
ii. The President of Council
iii. The Chairperson of the Planning and Development Committee of City Council
iv. The Director of the Department of Planning and Development
v. Five (5) Members appointed by the Mayor, subject to the approval of Council. Four (4) appointed members must be residents of Cleveland Heights; and

WHEREAS, Ordinance No. 195-2023 specified that the Mayor-appointed members to the CIC shall serve for terms of three (3) years and may be appointed for multiple terms.

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

SECTION 1. This Council hereby confirms the Mayor's appointment of Helen Hertz as a member of the Board of Directors of the Community Improvement Corporation of the City of Cleveland Heights, for an unexpired term ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the efficient operation of the City and the immediate need to achieve a quorum of the Community Improvement Corporation Board of Directors to take advantage of time-limited federal funding sources. 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.

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GAIL L. LARSON
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ______________ Approved: ____________________

____
TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 235-2025(AS), *First Reading*

By Mayor Cuda

A Resolution confirming the Mayor's appointment of Linda Striefsky as a member of the Community Improvement Corporation of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Council passed Ordinance 195-2023 on December 18, 2024 amending Ordinance No. 13-2019 and subsequent amending Ordinance No. 11-2022, expanding the Board of Directors of the Cleveland Heights Community Improvement Corporation ("CIC"); and

WHEREAS, Ordinance No. 195-2023 specified that the CIC shall be governed by a Board of Directors having nine (9) members, composed as follows:

i. The Mayor
ii. The President of Council
iii. The Chairperson of the Planning and Development Committee of City Council
iv. The Director of the Department of Planning and Development
v. Five (5) Members appointed by the Mayor, subject to the approval of Council. Four (4) appointed members must be residents of Cleveland Heights; and

WHEREAS, Ordinance No. 195-2023 specified that the Mayor-appointed members to the CIC shall serve for terms of three (3) years and may be appointed for multiple terms.

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

SECTION 1. This Council hereby confirms the Mayor's appointment of Linda Striefsky as a member of the Board of Directors of the Community Improvement Corporation of the City of Cleveland Heights, for an unexpired term ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the efficient operation of the City and the immediate need to achieve a quorum of the Community Improvement Corporation Board of Directors to take advantage of time-limited federal funding sources. 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.

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GAIL L. LARSON
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ______________ Approved: ____________________

____
TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 236-2025(AS), *First Reading*

By Councilmember Cobb

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

WHEREAS, City Council passed Ordinance No. 27-1976 on April 5, 1976, enacting Chapter 749 of the Cleveland Heights Codified Ordinances (“C.O.”), entitled “Housing Delivery System,” and creating the Cleveland Heights Housing Board consisting of three members who are residents of the City appointed by City Council; and

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

WHEREAS, C.O. § 749.04, as currently enacted, establishes a Fair Practice Board with three members and one alternate member who are residents of the City appointed by City Council.

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

SECTION 1. This Council hereby appoints Natalie Davis to the Fair Practices Board to fill the remainder of an unexpired term ending December 31, 2026.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were taken in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

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

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 237-2025(AS), *First Reading*

By Councilmember Cobb

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

WHEREAS, City Council passed Ord. No. 27-1976 on April 5, 1976, enacting Chapter 749 of the Cleveland Heights Codified Ordinances (“C.O.”), entitled “Housing Delivery System,” and creating the Cleveland Heights Housing Board consisting of three members who are residents of the City appointed by City Council; and

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

WHEREAS, C.O. § 749.04, as currently enacted, establishes a Fair Practice Board with three members and one alternate member who are residents of the City appointed by City Council; and

WHEREAS, the appointment of Natalie Davis to the Fair Practices Board for the unexpired term ending December 31, 2026, left the alternate member’s seat vacant.

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

SECTION 1. This Council hereby appoints Gary Benjamin as the alternate member of the Fair Practices Board to fill the vacancy for the remainder of an unexpired term ending December 31, 2027.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were taken in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

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

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GAIL L. LARSON
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: ________________________

____
TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 238-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Mohammad Irfan as a member of the Climate and Environmental Sustainability Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Climate and Environmental Sustainability Committee shall consist of eight (8) members, appointed by City Council, all of whom shall serve two (2) year terms. The remaining member shall be the City's Climate Resiliency and Sustainability Coordinator who shall serve as a co-chair and non-voting member; and

WHEREAS, there is currently a vacancy on the Climate and Environmental Sustainability Committee.

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

SECTION 1. This Council hereby appoint Mohammad Irfan as a member of the Climate and Environmental Sustainability Committee to fill an unexpired term ending December 31, 2025

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

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

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ______________ Approved: ___________________

TONY CUDA
Mayor

Proposed: 11/17/2025

RESOLUTION NO. 239-2025(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Rachel Moore as a member of the Citizens Advisory Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

WHEREAS, there is currently a vacancy on the Citizens Advisory Committee.

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

SECTION 1. This Council hereby appoints Rachel Moore as a member of the Citizens Advisory Committee for the remainder of a term ending December 31, 2025.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

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

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GAIL L. LARSON
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ____________________ Approved: ________________________

____
TONY CUDA
Mayor

CITY OF
CLEVELAND
HEIGHTS

Date: November 3, 2025

To: City Council

From: Allan Butler, Assistant Director of Housing; Rachun Caldwell, Acting Finance Director

Subject: Purchase of four (4) 2026 Chevrolet Equinox EV's for the division of Housing and Building, and Communications Department.

Purpose Statement: The City's Planning & Development Department division (Housing & Building Division) and the Communications Department are requesting authorization to purchase four (4) 2026 Chevrolet Equinox Evs for City operations. The vehicles have been evaluated and found to be well-suited for daily fieldwork and economical to operate.

The Housing & Building Division needs three (3) vehicles, including one (1) replacement for a unit damaged in an accident and currently out of service. The Communications Department needs one (1) vehicle. The vehicles are available from Serpentini Chevrolet of Strongsville at a unit price of $25,567.30, for a total of $102,269.20. Funding is available via the City's NOPEC Fund, established as part of Ordinances No. 59-2023 and 58-2023. The NOPEC Fund currently has sufficient balance to purchase the available vehicles.

Is this legislation recurring: Yes: _________ No: ___X___

Is emergency language necessary: Yes: ___X____No: ________

If yes, why? Additional vehicles are necessary for inspectional and communications staff to have sufficient resources to efficiently complete their duties. Serpentini Chevrolet of Strongsville has four (4) vehicles available for purchase by the City.

Is passage on first reading necessary: Yes: _____X_____No: ________

If yes, why? Additional vehicles are necessary for inspectional and communications staff to have sufficient resources to efficiently complete their duties.

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

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

Proposed: 11/17/2025

RESOLUTION NO. 240-2025(PD), *First Reading*

By Mayor Cuda

A Resolution authorizing an agreement with Serpentini Chevrolet of Strongsville for the purchase of four (4) 2026 Chevrolet Equinox EV's for the Planning and Development Department and Communications Department; waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City has recommended that Chevrolet Equinox EVs for use in conducting City business and providing services to residents and has found them to be well-suited for such purpose and economical to operate; and

WHEREAS, a total of three (3) additional vehicles are necessary to allow for the Department of Planning & Development and one (1) vehicle for the Communications Department; and

WHEREAS, four (4) new Chevrolet Equinox EVs are available through Serpentini Chevrolet of Strongsville, at attractive prices, to-wit, $25,567.30 each; and

WHEREAS, Ordinance No. 59-2023 accepted Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Community Grant; and

WHEREAS, Ordinance 58-2023, established a "NOPEC Fund" within the Special Revenue Funds; and

WHEREAS, the NOPEC fund currently has sufficient balance to purchase the four (4) available vehicles needed by the Department of Planning & Development and Communications Department.

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

SECTION 1. Notwithstanding any provision of C.O. Chapter 171 to the contrary, this Council hereby exercises its Home Rule authority as a charter municipality under Article XVIII, Sections 3-7 of the Ohio Constitution and waives all applicable competitive bidding requirements. Further, the Mayor is hereby authorized to execute any and all agreements and to sign any other documents necessary for the purchase of four (4) new 2026 Chevrolet Equinox EVs for the Department of Planning and Development and Communications Department. The purchase price for said vehicles shall not exceed the sum of One Hundred and Three Thousand and Nine Hundred and Sixty-Nine Dollars and 22/100 ($103,969.22), plus applicable fees. All agreements and related documents hereunder shall be approved as to form by the Director of Law.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were taken in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

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

____
GAIL LARSON
President of Council

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ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor:________________ Approved: ______________________________

____
TONY CUDA
Mayor

#1

PURCHASER CITY OF CLEVELAND HEIGHTS
ADDRESS 40 SEVERANCE CIR
CITY CLEVELAND HEIGHTS **STATE** OH **ZIP** 44118
RES. PHONE 216/291-4444
BUS. PHONE
E-MAIL ABUTLER@CLEVELANDHEIGHTS.GOV **DATE** 10/27/2025
MOBILE NO.

389245
RETAIL BUYERS ORDER

SERPENTINI CHEVROLET OF STRONGSVILLE
15303 ROYALTON RD
STRONGSVILLE, OH 44136
440/878 6700

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

DEAL NO. 299152 **CUSTOMER NO.** 172085

MILEAGE ON PURCHASED VEHICLE: 5
Accurate Unless Marked Not Accurate [ ] NOT ACCURATE

VEHICLE SOLD:

MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK NO.	SERIAL NO.
CHEVROLET	2026	EQUINOX	UT	STERLING GRAY		260741	3GN7DMRP3TS115349

TRADE IN RECORD - TRADE 1

YEAR MAKE MODEL TYPE
VIN #
MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES
BALANCED OWED $ N/A (Good Until ____) Trade-In Allowance N/A

TRADE IN RECORD - TRADE 2

YEAR MAKE MODEL TYPE
VIN #
MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES
BALANCED OWED $ N/A (Good Until ____) Trade-In Allowance N/A

REMARKS:

PRICE OF VEHICLE $	25567	30
OTHER GOODS AND SERVICES		N/A
		N/A
DOCUMENTARY SERVICE FEE	387	00
TOTAL PRICE	25954	30
TRADE-IN ALLOWANCES	(	N/A)
TAX BASE	25954	30
SALES TAX N/A %		N/A
TITLE FEE	15	00
REGISTRATION FEE	23	00
PLUS PAYOFF ON TRADE VEHICLE(S)		N/A
TOTAL DUE	25992	30
LESS INTIAL PAYMENT CASH DOWN $		N/A
LESS REBATE/FACTORY INCENTIVE		N/A
LESS REBATE/FACTORY INCENTIVE		N/A
BALANCE DUE $	25992	30

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of $ N/A as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for ____ days from the date of Deposit.
X

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, $ N/A (known as negative equity). X

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. **Arbitration is not required for the purchase or financing of your vehicle.**
X

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANULA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIOY QUE APAREZCA EN EL CONTRATO DE VENTA.

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

These documents are fully Incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract.

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

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

This motor vehicle contract is executed this 27th day of October, 2025.

PURCHASER(S)
CITY OF CLEVELAND HEIGHTS
SALESPERSON UTTERBACK,JAMES
ACCEPTED BY AUTHORIZED AGENT

CLEV-RB01 REV 12/10

#1

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

Check EV tax credit eligibility

CHEVROLET

2026 EQUINOX EV LT 1

EXTERIOR: STERLING GRAY METALLIC
INTERIOR: BLACK

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/ 36,000 MILE * BUMPER-TO-BUMPER LIMITED WARRANTY
- 8 YEAR/100,000 MILE * ELECTRIC VEHICLE PROPULSION BATTERY WARRANTY COURTESY TRANSPORTATION & ROADSIDE ASSISTANCE TOWING
- 5 YEAR/60,000 MILE * ALL OTHER ROADSIDE SERVICES
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- 19" WHEELS
- PROPULSION BATTERY, 85KWH BATTERY RATED ENERGY, 150KW DC FAST CHARGE CAPABLE
- 11.5KW AC CHARGING
- ONE PEDAL DRIVING
- DUAL LEVEL CHARGE CORD

CONNECTIVITY & TECHNOLOGY

- 17.7" DIAGONAL LCD DISPLAY GOOGLE BUILT-IN AND ROUTE PLANNING COMPATIBILITY
- DRIVER INFORMATION CENTER 11" DIAGONAL DIGITAL DISPLAY
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- REMOTE START
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- USB PORTS & POWER OUTLETS

INTERIOR

- SINGLE ZONE CLIMATE CONTROL
- FRONT BUCKET SEATS
- REAR 60/40-SPLIT SEATS
- REAR CENTER ARMREST & HEADREST
- REAR SEAT REMINDER

EXTERIOR

- LED HEAD AND TAIL LAMPS
- FLUSH DOOR HANDLES
- ALL WINDOWS EXPRESS DOWN

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FORWARD COLLISION ALERT
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FOLLOWING DISTANCE INDICATOR
- INTELLIBEAM-AUTO HIGH BEAM
- SAFETY ALERT SEAT
- REAR CROSS TRAFFIC BRAKING
- BLIND ZONE STEERING ASSIST
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- SIDE BICYCLIST ALERT
- HD REAR VISION CAMERA
- ADAPTIVE CRUISE CONTROL

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE $35,100.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

TOTAL OPTIONS	$0.00
TOTAL VEHICLE & OPTIONS	$35,100.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	**$36,495.00**

EPA DOT Fuel Economy and Environment

Electric Vehicle

EQUINOX EV FWD

Fuel Economy

108 MPGe combined city/hwy

Small SUVs range from 14 to 125 MPGe. The best vehicle rates 146 MPGe.

117	100	31
city	highway	kW-hrs per 100 miles

Driving Range

When fully charged, vehicle can travel about...

0 65 130 195 260 **319** miles

Charge Time: 9.5 hours (240V)

You **save** **$4,500** in fuel costs over 5 years compared to the average new vehicle.

B O M

Annual fuel **cost** **$800**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

MPG 9

CO_2 10

1 — 10 Best

Smog Rating (tailpipe only)

10

1 — 10 Best

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $0.17 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

On

Better drives start with OnStar®
Activate today
Learn more at onstar.com, or scan the QR code
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 43%
MAJOR SOURCES OF FOREIGN PARTS
CONTENT: CHINA 18%
KOREA 17%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
RAMOS ARIZPE, CZ MEXICO
COUNTRY OF ORIGIN:
ENGINE (MOTOR): KOREA
TRANSMISSION (ELECTRIC DRIVE UNIT): CHINA

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre–Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

ORDER NO FNFQQW SALES CODE E
SALES MODEL CODE 1MB48
DEALER NO 28410
FINAL ASSEMBLY:
RAMOS ARIZPE, CZ MEXICO

VIN 3GN7DMRP3TS115349 REISSUE

DEALER TO WHOM DELIVERED
SERPENTINI CHEVROLET OF STRONGSVILL
15303 ROYALTON ROAD
STRONGSVILLE, OH 44136-5440

#2

PURCHASER CITY OF CLEVELAND HEIGHTS
ADDRESS 40 SEVERANCE CIR
CITY CLEVELAND HEIGHTS **STATE** OH **ZIP** 44118
RES. PHONE 216/291-4444
BUS. PHONE
E-MAIL ABUTLER@CLEVELANDHEIGHTS.GOV **DATE** 10/27/2025
MOBILE NO.

389244

RETAIL BUYERS ORDER

SERPENTINI CHEVROLET OF STRONGSVILLE
15303 ROYALTON RD
STRONGSVILLE, OH 44136
440/878 6700

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

VEHICLE SOLD:

DEAL NO. 299150 **CUSTOMER NO.** 172085

MILEAGE ON PURCHASED VEHICLE: 5
Accurate Unless Marked Not Accurate [ ] NOT ACCURATE

MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK NO.	SERIAL NO.
CHEVROLET	2026	EQUINOX	UT	STERLING GRAY		260806	3GN7DMRP8TS117971

TRADE IN RECORD - TRADE 1

YEAR **MAKE** **MODEL** **TYPE**

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES

BALANCED OWED $ N/A (Good Until ____) Trade-In Allowance N/A

TRADE IN RECORD - TRADE 2

YEAR **MAKE** **MODEL** **TYPE**

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES

BALANCED OWED $ N/A (Good Until ____) Trade-In Allowance N/A

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of $ N/A as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for____days from the date of Deposit.
X

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, $ N/A (known as negative equity). X

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. **Arbitration is not required for the purchase or financing of your vehicle.**
X

PRICE OF VEHICLE $	25567	30
OTHER GOODS AND SERVICES	N/A	
	N/A	
DOCUMENTARY SERVICE FEE	387	00
TOTAL PRICE	25954	30
TRADE-IN ALLOWANCES	(N/A	)
TAX BASE	25954	30
SALES TAX N/A %	N/A	
TITLE FEE	15	00
REGISTRATION FEE	23	00
PLUS PAYOFF ON TRADE VEHICLE(S)	N/A	
TOTAL DUE	25992	30
LESS INTIAL PAYMENT CASH DOWN $	N/A	
LESS REBATE/FACTORY INCENTIVE	N/A	
LESS REBATE/FACTORY INCENTIVE	N/A	
BALANCE DUE $	25992	30

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANULA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIOY QUE APAREZCA EN EL CONTRATO DE VENTA.

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

These documents are fully Incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract.

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

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

This motor vehicle contract is executed this 27th day of October, 2025.

PURCHASER(S) CITY OF CLEVELAND HEIGHTS

SALESPERSON UTTERBACK,JAMES

ACCEPTED BY AUTHORIZED AGENT

#2

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

Check EV tax credit eligibility

CHEVROLET

2026 EQUINOX EV LT 1

EXTERIOR: STERLING GRAY METALLIC
INTERIOR: BLACK

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/ 36,000 MILE * BUMPER-TO-BUMPER LIMITED WARRANTY
- 8 YEAR/100,000 MILE * ELECTRIC VEHICLE PROPULSION BATTERY WARRANTY COURTESY TRANSPORTATION & ROADSIDE ASSISTANCE TOWING
- 5 YEAR/60,000 MILE * ALL OTHER ROADSIDE SERVICES
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- 19" WHEELS
- PROPULSION BATTERY, 85KWH BATTERY RATED ENERGY, 150KW DC FAST CHARGE CAPABLE
- 11.5KW AC CHARGING
- ONE PEDAL DRIVING
- DUAL LEVEL CHARGE CORD

CONNECTIVITY & TECHNOLOGY

- 17.7" DIAGONAL LCD DISPLAY GOOGLE BUILT-IN AND ROUTE PLANNING COMPATIBILITY
- DRIVER INFORMATION CENTER 11" DIAGONAL DIGITAL DISPLAY
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- REMOTE START
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- USB PORTS & POWER OUTLETS

INTERIOR

- SINGLE ZONE CLIMATE CONTROL
- FRONT BUCKET SEATS
- REAR 60/40-SPLIT SEATS
- REAR CENTER ARMREST & HEADREST
- REAR SEAT REMINDER

EXTERIOR

- LED HEAD AND TAIL LAMPS
- FLUSH DOOR HANDLES
- ALL WINDOWS EXPRESS DOWN

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FORWARD COLLISION ALERT
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FOLLOWING DISTANCE INDICATOR
- INTELLIBEAM-AUTO HIGH BEAM
- SAFETY ALERT SEAT
- REAR CROSS TRAFFIC BRAKING
- BLIND ZONE STEERING ASSIST
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- SIDE BICYCLIST ALERT
- HD REAR VISION CAMERA
- ADAPTIVE CRUISE CONTROL

Visit us at www.chevy.com

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$35,100.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

TOTAL OPTIONS	$0.00
TOTAL VEHICLE & OPTIONS	$35,100.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	**$36,495.00**

EPA DOT Fuel Economy and Environment

Electric Vehicle

EQUINOX EV FWD

Fuel Economy

108 MPGe

combined city/hwy

Small SUVs range from 14 to 125 MPGe.
The best vehicle rates 146 MPGe.

117	100	31
city	highway	kW-hrs per 100 miles

Driving Range

When fully charged, vehicle can travel about...

0 65 130 195 260 **319** miles

Charge Time: 9.5 hours (240V)

You **save**

$4,500

in fuel costs over 5 years

compared to the average new vehicle.

B
0
M

Annual fuel cost

$800

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

MPG 9

CO2 10

1 — 10 Best

Smog Rating (tailpipe only)

10

1 — 10 Best

This vehicle emits 0 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $0.17 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

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Activate today
Learn more at onstar.com, or scan the QR code
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 43%
MAJOR SOURCES OF FOREIGN PARTS
CONTENT: CHINA 18%
KOREA 17%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
RAMOS ARIZPE, CZ MEXICO
COUNTRY OF ORIGIN:
ENGINE (MOTOR): KOREA
TRANSMISSION (ELECTRIC DRIVE UNIT): CHINA

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre–Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

ORDER NO FNRB1J SALES CODE E
SALES MODEL CODE 1MB48
DEALER NO 28410
FINAL ASSEMBLY:
RAMOS ARIZPE, CZ MEXICO

VIN 3GN7DMRP8TS117971 REISSUE

DEALER TO WHOM DELIVERED
SERPENTINI CHEVROLET OF STRONGSVILL
15303 ROYALTON ROAD
STRONGSVILLE, OH 44136-5440

#3

389243

RETAIL BUYERS ORDER

SERPENTINI CHEVROLET OF STRONGSVILLE
15303 ROYALTON RD
STRONGSVILLE, OH 44136
440/878 6700

PURCHASER CITY OF CLEVELAND HEIGHTS
ADDRESS 40 SEVERANCE CIR
CITY CLEVELAND HEIGHTS **STATE** OH **ZIP** 44118
RES. PHONE 216/291-4444
BUS. PHONE ______
E-MAIL ABUTLER@CLEVELANDHEIGHTS.GOV **DATE** 10/27/2025
MOBILE NO. ______

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

DEAL NO. 299148 **CUSTOMER NO.** 172085

MILEAGE ON PURCHASED VEHICLE: 5
Accurate Unless Marked Not Accurate [ ] NOT ACCURATE

VEHICLE SOLD:

MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK NO.	SERIAL NO.
CHEVROLET	2026	EQUINOX	UT	SUMMIT WHITE		260787	3GN7DMRPXTS117972

TRADE IN RECORD - TRADE 1

YEAR MAKE MODEL TYPE

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES

BALANCED OWED $ N/A (Good Until ______) Trade-In Allowance N/A

TRADE IN RECORD - TRADE 2

YEAR MAKE MODEL TYPE

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES

BALANCED OWED $ N/A (Good Until ______) Trade-In Allowance N/A

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of $ N/A as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for_______days from the date of Deposit.
X ______

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, $ N/A (known as negative equity). X ______

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. **Arbitration is not required for the purchase or financing of your vehicle.**
X______

PRICE OF VEHICLE $	25567	30
OTHER GOODS AND SERVICES	N	/A
	N	/A
DOCUMENTARY SERVICE FEE	387	00
TOTAL PRICE	25954	30
TRADE-IN ALLOWANCES	(N	/A)
TAX BASE	25954	30
SALES TAX N/A %	N	/A
TITLE FEE	15	00
REGISTRATION FEE	23	00
PLUS PAYOFF ON TRADE VEHICLE(S)	N	/A
TOTAL DUE	25992	30
LESS INTIAL PAYMENT CASH DOWN $	N	/A
LESS REBATE/FACTORY INCENTIVE	N	/A
LESS REBATE/FACTORY INCENTIVE	N	/A
BALANCE DUE $	25992	30

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANULA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIOY QUE APAREZCA EN EL CONTRATO DE VENTA.

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

These documents are fully Incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract.

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

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

This motor vehicle contract is executed this 27th day of October, 2025.

PURCHASER(S) ______ ______

CITY OF CLEVELAND HEIGHTS

SALESPERSON UTTERBACK,JAMES ACCEPTED BY AUTHORIZED AGENT ______

CLEV-RB01 REV 12/10

#3

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

Check EV tax credit eligibility

CHEVROLET

2026 EQUINOX EV LT 1

EXTERIOR: SUMMIT WHITE
INTERIOR: BLACK

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/ 36,000 MILE * BUMPER-TO-BUMPER LIMITED WARRANTY
- 8 YEAR/100,000 MILE * ELECTRIC VEHICLE PROPULSION BATTERY WARRANTY COURTESY TRANSPORTATION & ROADSIDE ASSISTANCE TOWING
- 5 YEAR/60,000 MILE * ALL OTHER ROADSIDE SERVICES
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- 19" WHEELS
- PROPULSION BATTERY, 85KWH BATTERY RATED ENERGY, 150KW DC FAST CHARGE CAPABLE
- 11.5KW AC CHARGING
- ONE PEDAL DRIVING
- DUAL LEVEL CHARGE CORD

CONNECTIVITY & TECHNOLOGY

- 17.7" DIAGONAL LCD DISPLAY GOOGLE BUILT-IN AND ROUTE PLANNING COMPATIBILITY
- DRIVER INFORMATION CENTER 11" DIAGONAL DIGITAL DISPLAY
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- REMOTE START
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- USB PORTS & POWER OUTLETS

INTERIOR

- SINGLE ZONE CLIMATE CONTROL
- FRONT BUCKET SEATS
- REAR 60/40-SPLIT SEATS
- REAR CENTER ARMREST & HEADREST
- REAR SEAT REMINDER

EXTERIOR

- LED HEAD AND TAIL LAMPS
- FLUSH DOOR HANDLES
- ALL WINDOWS EXPRESS DOWN

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FORWARD COLLISION ALERT
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FOLLOWING DISTANCE INDICATOR
- INTELLIBEAM-AUTO HIGH BEAM
- SAFETY ALERT SEAT
- REAR CROSS TRAFFIC BRAKING
- BLIND ZONE STEERING ASSIST
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- SIDE BICYCLIST ALERT
- HD REAR VISION CAMERA
- ADAPTIVE CRUISE CONTROL

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$35,100.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

TOTAL OPTIONS	$0.00
TOTAL VEHICLE & OPTIONS	$35,100.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	**$36,495.00**

EPA DOT Fuel Economy and Environment

Electric Vehicle

EQUINOX EV FWD

Fuel Economy

108 MPGe

combined city/hwy

Small SUVs range from 14 to 125 MPGe. The best vehicle rates 146 MPGe.

117	100	31
city	highway	kW-hrs per 100 miles

Driving Range

When fully charged, vehicle can travel about...

0 65 130 195 260 **319** miles

Charge Time: 9.5 hours (240V)

You save $4,500 in fuel costs over 5 years compared to the average new vehicle.

B O M

Annual fuel cost

$800

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

MPG 9

1 — 10

CO_2 10 Best

Smog Rating (tailpipe only)

1 — 10 (10)

Best

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $0.17 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Better drives start with OnStar®
Activate today
Learn more at onstar.com, or scan the QR code
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 43%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: CHINA 18%
KOREA 17%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
RAMOS ARIZPE, CZ MEXICO
COUNTRY OF ORIGIN:
ENGINE (MOTOR): KOREA
TRANSMISSION (ELECTRIC DRIVE UNIT): CHINA

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

ORDER NO FNRB1P SALES CODE E
SALES MODEL CODE 1MB48
DEALER NO 28410
FINAL ASSEMBLY:
RAMOS ARIZPE, CZ MEXICO
VIN 3GN7DMRPXTS117972 REISSUE

DEALER TO WHOM DELIVERED
SERPENTINI CHEVROLET OF STRONGSVILL
15303 ROYALTON ROAD
STRONGSVILLE, OH 44136-5440

#4

PURCHASER CITY OF CLEVELAND HEIGHTS
ADDRESS 40 SEVERANCE CIR
CITY CLEVELAND HEIGHTS STATE OH ZIP 44118
RES. PHONE 216/291-4444
BUS. PHONE
E-MAIL ABUTLER@CLEVELANDHEIGHTS.GOV DATE 10/27/2025
MOBILE NO.

389242
RETAIL BUYERS ORDER

SERPENTINI CHEVROLET OF STRONGSVILLE
15303 ROYALTON RD
STRONGSVILLE, OH 44136
440/878 6700

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

DEAL NO. 299077 CUSTOMER NO. 172085

MILEAGE ON PURCHASED VEHICLE: 5
Accurate Unless Marked Not Accurate [ ] NOT ACCURATE

VEHICLE SOLD:

MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK NO.	SERIAL NO.
CHEVROLET	2026	EQUINOX	UT	BLACK		260742	3GN7DMRPXTS115350

TRADE IN RECORD - TRADE 1

YEAR MAKE MODEL TYPE
VIN #
MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES
BALANCED OWED $ N/A (Good Until) Trade-In Allowance N/A

TRADE IN RECORD - TRADE 2

YEAR MAKE MODEL TYPE
VIN #
MILEAGE: (Accurate Unless Marked Not Accurate) [ ] NOT ACCURATE Salvage Vehicle? [ ] YES
BALANCED OWED $ N/A (Good Until) Trade-In Allowance N/A

REMARKS:

PRICE OF VEHICLE $	25567	30
OTHER GOODS AND SERVICES	N/A	
	N/A	
DOCUMENTARY SERVICE FEE	387	00
TOTAL PRICE	25954	30
TRADE-IN ALLOWANCES	(N/A)	
TAX BASE	25954	30
SALES TAX N/A %	N/A	
TITLE FEE	15	00
REGISTRATION FEE	23	00
PLUS PAYOFF ON TRADE VEHICLE(S)	N/A	
TOTAL DUE	25992	30
LESS INTIAL PAYMENT CASH DOWN $	N/A	
LESS REBATE/FACTORY INCENTIVE	N/A	
LESS REBATE/FACTORY INCENTIVE	N/A	
BALANCE DUE $	25992	30

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of $ N/A as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for_______days from the date of Deposit.
X

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, $ N/A (known as negative equity). X

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. **Arbitration is not required for the purchase or financing of your vehicle.**
X

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANULA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIOY QUE APAREZCA EN EL CONTRATO DE VENTA.

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

These documents are fully Incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract.

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

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

This motor vehicle contract is executed this 27th day of October, 2025.

PURCHASER(S)
CITY OF CLEVELAND HEIGHTS
SALESPERSON UTTERBACK,JAMES
ACCEPTED BY AUTHORIZED AGENT

CLEV-RB01 REV 12/10

#4

◀ PULL THIS STRIP TO EXPOSE ADHESIVE

Check EV tax credit eligibility

CHEVROLET

2026 EQUINOX EV LT 1

EXTERIOR: BLACK
INTERIOR: BLACK

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/ 36,000 MILE * BUMPER-TO-BUMPER LIMITED WARRANTY
- 8 YEAR/100,000 MILE * ELECTRIC VEHICLE PROPULSION BATTERY WARRANTY COURTESY TRANSPORTATION & ROADSIDE ASSISTANCE TOWING
- 5 YEAR/60,000 MILE * ALL OTHER ROADSIDE SERVICES
- FIRST MAINTENANCE VISIT *WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- 19" WHEELS
- PROPULSION BATTERY, 85KWH BATTERY RATED ENERGY, 150KW DC FAST CHARGE CAPABLE
- 11.5KW AC CHARGING
- ONE PEDAL DRIVING
- DUAL LEVEL CHARGE CORD

CONNECTIVITY & TECHNOLOGY

- 17.7" DIAGONAL LCD DISPLAY GOOGLE BUILT-IN AND ROUTE PLANNING COMPATIBILITY
- DRIVER INFORMATION CENTER 11" DIAGONAL DIGITAL DISPLAY
- 8 YEARS ONSTAR BASICS SEE ONSTAR.COM FOR TERMS
- REMOTE START
- SIRIUSXM AUDIO W/TRIAL SEE SIRIUSXM.COM/TERMS
- USB PORTS & POWER OUTLETS

INTERIOR

- SINGLE ZONE CLIMATE CONTROL
- FRONT BUCKET SEATS
- REAR 60/40-SPLIT SEATS
- REAR CENTER ARMREST & HEADREST
- REAR SEAT REMINDER

EXTERIOR

- LED HEAD AND TAIL LAMPS
- FLUSH DOOR HANDLES
- ALL WINDOWS EXPRESS DOWN

SAFETY & SECURITY

- ENHANCED AUTOMATIC EMERGENCY BRAKING
- FORWARD COLLISION ALERT
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- FOLLOWING DISTANCE INDICATOR
- INTELLIBEAM-AUTO HIGH BEAM
- SAFETY ALERT SEAT
- REAR CROSS TRAFFIC BRAKING
- BLIND ZONE STEERING ASSIST
- ENHANCED LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- REVERSE AUTOMATIC BRAKING
- REAR PARK ASSIST
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- SIDE BICYCLIST ALERT
- HD REAR VISION CAMERA
- ADAPTIVE CRUISE CONTROL

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE	**$35,100.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

TOTAL OPTIONS	$0.00
TOTAL VEHICLE & OPTIONS	$35,100.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	**$36,495.00**

EPA DOT Fuel Economy and Environment

Electric Vehicle

EQUINOX EV FWD

Fuel Economy

108 MPGe

combined city/hwy

Small SUVs range from 14 to 125 MPGe.
The best vehicle rates 146 MPGe.

117	100	31
city	highway	kW-hrs per 100 miles

Driving Range

When fully charged, vehicle can travel about...

0 65 130 195 260 **319** miles

Charge Time: 9.5 hours (240V)

You **save**
$4,500
in fuel costs over 5 years
compared to the average new vehicle.

B
O
M

Annual fuel cost
$800

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

MPG 9 — 1 … 10

CO$_2$ 10 — 10 Best

Smog Rating (tailpipe only)

10 — 1 … 10 Best

This vehicle emits 0 grams CO$_2$ per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs $8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $0.17 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Better drives start with OnStar®
Activate today
Learn more at onstar.com, or scan the QR code
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 43%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: CHINA 18%
KOREA 17%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
RAMOS ARIZPE, CZ MEXICO
COUNTRY OF ORIGIN:
ENGINE (MOTOR): KOREA
TRANSMISSION (ELECTRIC DRIVE UNIT): CHINA

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

ORDER NO FNFQQ7 SALES CODE E
SALES MODEL CODE 1MB48
DEALER NO 28410
FINAL ASSEMBLY:
RAMOS ARIZPE, CZ MEXICO
VIN 3GN7DMRPXTS115350 REISSUE

DEALER TO WHOM DELIVERED
SERPENTINI CHEVROLET OF STRONGSVILL
15303 ROYALTON ROAD
STRONGSVILLE, OH 44136-5440

Date: 11/05/2025

To: City Council

From: Rachun Caldwell, Interim Finance Director

Subject: 2026 Budget Appropriation

Purpose Statement: To make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2026 through December 31, 2026.

This appropriations budget was presented to Council during the Budget Hearings on the following dates:

- November 6, 2025
- November 10, 2025
- November 12, 2025
- November 13, 2025

Details of the 2026 Appropriations can be found in the 2026 Budget Book

Is this legislation recurring: Yes: __X____ No: ________

Is emergency language necessary: Yes: __X___ No: ________

If yes, why? In order to pass the 2026 budget prior to December 31, 2025

Is passage on first reading necessary: Yes: _________ No: __X____

If yes, why?

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

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

Proposed: 11/17/2025

ORDINANCE NO. 241-2025(F), *First Reading*

By Mayor Cuda

An Ordinance to make appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, for the period of January 1, 2026 through December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

SECTION 1. To provide for the current expenses and other expenditures of the City of Cleveland Heights, Ohio, during the fiscal year ending December 31, 2026 the following sums in Exhibit 1 be and they are hereby appropriated.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2026, shall be made within the appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the City's Chief Executive, the Mayor, is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

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

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

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

GAIL L. LARSON
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ________________ Approved: ________________________

TONY CUDA
Mayor

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

Fund	Department	Object	Original
101 - General	1101 - City Council	Personal Services	$229,421.00
		O.T.P.S.	$152,300.00
	1101 - City Council Total		**$381,721.00**
	2101 - Mayor	Personal Services	$681,399.00
		O.T.P.S.	$204,250.00
	2101 - Mayor Total		**$885,649.00**
	2106 - Civil Service Commission	Personal Services	$2,680.00
		O.T.P.S.	$37,000.00
	2106 - Civil Service Commission Total		**$39,680.00**
	2107 - Landmark Commission	O.T.P.S.	$34,465.00
	2107 - Landmark Commission Total		**$34,465.00**
	2108 - General Operations	Personal Services	$572,940.00
		O.T.P.S.	$1,770,700.00
	2108 - General Operations Total		**$2,343,640.00**
	2201 - Information Technology	Personal Services	$554,888.00
		O.T.P.S.	$381,194.00
		Capital	$106,433.00
	2201 - Information Technology Total		**$1,042,515.00**
	2501 - Community Relations	Personal Services	$686,294.00
		O.T.P.S.	$172,093.00
	2501 - Community Relations Total		**$858,387.00**
	3101 - Finance	Personal Services	$970,843.00
		O.T.P.S.	$346,560.00
	3101 - Finance Total		**$1,317,403.00**
	3103 - County Auditors Deduction	O.T.P.S.	$250,000.00
	3103 - County Auditors Deduction Total		**$250,000.00**
	3201 - Income Tax	O.T.P.S.	$1,176,750.00
	3201 - Income Tax Total		**$1,176,750.00**
	3301 - Human Resources	Personal Services	$401,055.00
		O.T.P.S.	$103,500.00
	3301 - Human Resources Total		**$504,555.00**
	4101 - Law	Personal Services	$1,118,337.00
		O.T.P.S.	$566,550.00
		Capital	$15,000.00
	4101 - Law Total		**$1,699,887.00**
	5101 - Planning	Personal Services	$2,814,116.00
		O.T.P.S.	$488,910.00
		Capital	$21,000.00
	5101 - Planning Total		**$3,324,026.00**
	5102 - Planning Commission	Personal Services	$7,870.00
		O.T.P.S.	$200.00
		Capital	$5,350.00
		Non-Government	$100.00
	5102 - Planning Commission Total		**$13,520.00**
	5103 - Board Of Zoning Appeals	Personal Services	$5,475.00
		O.T.P.S.	$5,600.00
		Non-Government	$350.00
	5103 - Board Of Zoning Appeals Total		**$11,425.00**
	5104 - SID (Spec Impr District)	O.T.P.S.	$524,262.00
	5104 - SID (Spec Impr District) Total		**$524,262.00**
	5106 - Architect Bd of Review	Personal Services	$5,985.00
		O.T.P.S.	$5,750.00

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

Fund	Department	Object	Original
101 - General	5106 - Architect Bd of Review	Non-Government	$750.00
	5106 - Architect Bd of Review Total		**$12,485.00**
	5303 - CDBG Housing Pres Office	O.T.P.S.	$900,000.00
	5303 - CDBG Housing Pres Office Total		**$900,000.00**
	5602 - SBA Performance Grants	O.T.P.S.	$150,000.00
	5602 - SBA Performance Grants Total		**$150,000.00**
	6201 - Service Admin	Personal Services	$546,512.00
		O.T.P.S.	$15,085.00
		Capital	$11,200.00
	6201 - Service Admin Total		**$572,797.00**
	6202 - Capital Projects Admin	O.T.P.S.	$50,000.00
	6202 - Capital Projects Admin Total		**$50,000.00**
	6207 - Vehicle Maintenance	Personal Services	$1,426,723.00
		O.T.P.S.	$1,497,690.00
		Capital	$32,000.00
	6207 - Vehicle Maintenance Total		**$2,956,413.00**
	6208 - Street Maintenance	Personal Services	$1,933,887.00
		O.T.P.S.	$713,975.00
		Capital	$21,500.00
	6208 - Street Maintenance Total		**$2,669,362.00**
	6211 - Traffic Signs & Signals	Personal Services	$77,700.00
		O.T.P.S.	$233,225.00
	6211 - Traffic Signs & Signals Total		**$310,925.00**
	6225 - DPW Public Property	Personal Services	$852,500.00
		O.T.P.S.	$1,296,000.00
	6225 - DPW Public Property Total		**$2,148,500.00**
	7201 - Police Admin	Personal Services	$14,388,162.00
		O.T.P.S.	$733,441.00
	7201 - Police Admin Total		**$15,121,603.00**
	7202 - Police Academy	Personal Services	$221,500.00
		O.T.P.S.	$84,000.00
	7202 - Police Academy Total		**$305,500.00**
	7301 - Fire Admin	Personal Services	$12,668,564.00
		O.T.P.S.	$507,995.00
	7301 - Fire Admin Total		**$13,176,559.00**
	7302 - Joint Dispatch Office	O.T.P.S.	$1,194,309.00
	7302 - Joint Dispatch Office Total		**$1,194,309.00**
	7303 - Fire Prevention	Personal Services	$262,269.00
		O.T.P.S.	$26,451.00
		Capital	$3,000.00
	7303 - Fire Prevention Total		**$291,720.00**
	7401 - Building Services	O.T.P.S.	$154,300.00
		Non-Government	$5,000.00
	7401 - Building Services Total		**$159,300.00**
	7402 - Housing Inspections	Personal Services	$3,215.00
		O.T.P.S.	$160,900.00
		Non-Government	$4,000.00
	7402 - Housing Inspections Total		**$168,115.00**
	8101 - Community Services Admin	O.T.P.S.	$7,480.00
	8101 - Community Services Admin Total		**$7,480.00**
	8201 - Public Prop/Park Maint	Personal Services	$1,053,810.00

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

Fund	Department	Object	Original
101 - General	8201 - Public Prop/Park Maint	O.T.P.S.	$226,000.00
	8201 - Public Prop/Park Maint Total		**$1,279,810.00**
	8401 - Parks & Recreation Admin	Personal Services	$1,180,627.00
		O.T.P.S.	$51,500.00
	8401 - Parks & Recreation Admin Total		**$1,232,127.00**
	8402 - Playgrounds	O.T.P.S.	$76,200.00
	8402 - Playgrounds Total		**$76,200.00**
	8403 - Swimming Pools	Personal Services	$407,200.00
		O.T.P.S.	$230,300.00
	8403 - Swimming Pools Total		**$637,500.00**
	8405 - Ice Programs	Personal Services	$311,000.00
		O.T.P.S.	$40,250.00
	8405 - Ice Programs Total		**$351,250.00**
	8406 - General Recreation Prog	Personal Services	$156,152.00
		O.T.P.S.	$243,400.00
	8406 - General Recreation Prog Total		**$399,552.00**
	8409 - Sports Programs	Personal Services	$145,600.00
		O.T.P.S.	$119,750.00
	8409 - Sports Programs Total		**$265,350.00**
	8411 - Community Center Admin	Personal Services	$699,097.00
		O.T.P.S.	$424,100.00
		Non-Government	$1,400.00
	8411 - Community Center Admin Total		**$1,124,597.00**
	8501 - Office On Aging Admin	Personal Services	$214,965.00
		O.T.P.S.	$40,110.00
	8501 - Office On Aging Admin Total		**$255,075.00**
	8601 - Public Health Admin	O.T.P.S.	$375,000.00
	8601 - Public Health Admin Total		**$375,000.00**
	8701 - Animal Protection	O.T.P.S.	$75,000.00
	8701 - Animal Protection Total		**$75,000.00**
	9101 - Municipal Court	Personal Services	$1,374,379.00
		O.T.P.S.	$182,500.00
	9101 - Municipal Court Total		**$1,556,879.00**
101 - General Total			**$62,231,293.00**
201 - Street Constr, Maint	6201 - Maint,Service Admin	Personal Services	$42,335.00
	6201 - Maint,Service Admin Total		**$42,335.00**
	6208 - Maint,Street Maintenance	Personal Services	$102,444.00
		O.T.P.S.	$500.00
	6208 - Maint,Street Maintenance Total		**$102,944.00**
	6211 - Maint,Traffic Signs & Signals	Capital	$40,000.00
	6211 - Maint,Traffic Signs & Signals Total		**$40,000.00**
	6213 - Maint,Monticello Blvd	O.T.P.S.	$37,801.00
	6213 - Maint,Monticello Blvd Total		**$37,801.00**
	6215 - Maint,Road Repaving-State/Cnty	O.T.P.S.	$1,992.00
	6215 - Maint,Road Repaving-State/Cnty Total		**$1,992.00**
	6220 - Maint,Taylor Road	O.T.P.S.	$63,800.00
	6220 - Maint,Taylor Road Total		**$63,800.00**
	6236 - Maint,Annual Street Surface	Capital	$4,000,000.00

Fund	Department	Object	Original
201 - Street Constr, Maint	**6236 - Maint,Annual Street Surface Total**		**$4,000,000.00**
	6312 - Maint,Meadowbrook Blvd Rehab	O.T.P.S.	$118,921.00
	6312 - Maint,Meadowbrook Blvd Rehab Total		**$118,921.00**
201 - Street Constr, Maint Total			**$4,407,793.00**
206 - Law Enforcement	7205 - Law Enforcement	O.T.P.S.	$64,200.00
	7205 - Law Enforcement Total		**$64,200.00**
	7210 - Law Enforcement Grants	Capital	$41,400.00
	7210 - Law Enforcement Grants Total		**$41,400.00**
206 - Law Enforcement Total			**$105,600.00**
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	$62,000.00
		O.T.P.S.	$107,500.00
		Capital	$45,000.00
	7206 - Drug Law Enforcement Total		**$214,500.00**
207 - Drug Law Enforcement Total			**$214,500.00**
208 - CDBG Resource	5201 - CDBG Financial Admin	Personal Services	$7,437.00
	5201 - CDBG Financial Admin Total		**$7,437.00**
	5203 - CDBG Admin Contracts	O.T.P.S.	$460,000.00
		Capital	$570,000.00
	5203 - CDBG Admin Contracts Total		**$1,030,000.00**
	5220 - CDBG Office On Aging	Personal Services	$40,510.00
	5220 - CDBG Office On Aging Total		**$40,510.00**
	5222 - Economic Development	Personal Services	$149,300.00
		O.T.P.S.	$1,295,000.00
	5222 - Economic Development Total		**$1,444,300.00**
	5224 - CDBG Admin	Personal Services	$152,255.00
		O.T.P.S.	$19,500.00
	5224 - CDBG Admin Total		**$171,755.00**
	5225 - CDBG Parkland	O.T.P.S.	$207,000.00
	5225 - CDBG Parkland Total		**$207,000.00**
	5228 - CDBG Public Works	O.T.P.S.	$146,486.00
		Capital	$489,394.00
	5228 - CDBG Public Works Total		**$635,880.00**
	5301 - CDBG Home Repair Resource	O.T.P.S.	$233,536.00
	5301 - CDBG Home Repair Resource Total		**$233,536.00**
	5303 - CDBG Housing Pres Office	Personal Services	$365,119.00
		O.T.P.S.	$588,500.00
	5303 - CDBG Housing Pres Office Total		**$953,619.00**
	5304 - CDBG Code Enforcement	Personal Services	$143,106.00
	5304 - CDBG Code Enforcement Total		**$143,106.00**
	5306 - CDBG Neighborhood Relate	Personal Services	$2,934.00
	5306 - CDBG Neighborhood Relate Total		**$2,934.00**
	5309 - GIS	Personal Services	$59,125.00
		Capital	$5,500.00
	5309 - GIS Total		**$64,625.00**
	8407 - Child Care/Summer Program	O.T.P.S.	$21,000.00
	8407 - Child Care/Summer Program Total		**$21,000.00**

ORDINANCE NO.
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

Fund	Department	Object	Original
208 - CDBG Resource Total			**$4,955,702.00**
211 - Home Program	5503 - HOME Admin	O.T.P.S.	$765,000.00
	5503 - HOME Admin Total		**$765,000.00**
	5504 - Contingency-HOME	O.T.P.S.	$600,000.00
	5504 - Contingency-HOME Total		**$600,000.00**
211 - Home Program Total			**$1,365,000.00**
213 - Police Facility Impr Fund	7201 - Police Admin	O.T.P.S.	$21,000.00
	7201 - Police Admin Total		**$21,000.00**
213 - Police Facility Impr Fund Total			**$21,000.00**
214 - Local Programming	2108 - General Operations	O.T.P.S.	$74,000.00
	2108 - General Operations Total		**$74,000.00**
	2201 - Information Technology	Capital	$25,000.00
	2201 - Information Technology Total		**$25,000.00**
	2502 - Public Relations	Personal Services	$15,450.00
	2502 - Public Relations Total		**$15,450.00**
	2601 - Cable TV Admin	Personal Services	$60.00
		O.T.P.S.	$207,400.00
		Capital	$119,000.00
	2601 - Cable TV Admin Total		**$326,460.00**
214 - Local Programming Total			**$440,910.00**
215 - Cain Park Operating	8901 - Cain Park Admin/Start-Up	Personal Services	$379,608.00
		O.T.P.S.	$2,079,700.00
	8901 - Cain Park Admin/Start-Up Total		**$2,459,308.00**
	8905 - Arts Festival/Art Gallery	O.T.P.S.	$54,000.00
	8905 - Arts Festival/Art Gallery Total		**$54,000.00**
	8906 - Theater	O.T.P.S.	$164,500.00
	8906 - Theater Total		**$164,500.00**
215 - Cain Park Operating Total			**$2,677,808.00**
216 - Rec Fac Imp Fund	8301 - Park Maintenance Admin	O.T.P.S.	$209,000.00
	8301 - Park Maintenance Admin Total		**$209,000.00**
216 - Rec Fac Imp Fund Total			**$209,000.00**
221 - Indigent DUI Treatment	9101 - Municipal Court	O.T.P.S.	$14,500.00
	9101 - Municipal Court Total		**$14,500.00**
221 - Indigent DUI Treatment Total			**$14,500.00**
222 - Muni Ct-Computerization	9101 - Municipal Court	Personal Services	$9,816.00
		O.T.P.S.	$40,000.00
		Capital	$15,000.00
	9101 - Municipal Court Total		**$64,816.00**
222 - Muni Ct-Computerization Total			**$64,816.00**
225 - Muni Ct Special Projects	9101 - Municipal Court	Personal Services	$24,879.00
		O.T.P.S.	$33,500.00
		Capital	$55,000.00
	9101 - Municipal Court Total		**$113,379.00**
225 - Muni Ct Special Projects Total			**$113,379.00**

ORDINANCE NO.
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CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026

Fund	Department	Object	Original
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office	Personal Services	$46,127.00
	5303 - CDBG Housing Pres Office Total		**$46,127.00**
	5701 - Housing Program Grants	Personal Services	$47,042.00
		O.T.P.S.	$100,000.00
	5701 - Housing Program Grants Total		**$147,042.00**
226 - Lead Safe Cuyahoga Total			**$193,169.00**
228 - CDBG-COVID	5203 - CDBG Admin Contracts	O.T.P.S.	$100,000.00
	5203 - CDBG Admin Contracts Total		**$100,000.00**
	5220 - CDBG Office On Aging	O.T.P.S.	$2,352.00
	5220 - CDBG Office On Aging Total		**$2,352.00**
	5224 - CDBG Admin	O.T.P.S.	$12,460.00
	5224 - CDBG Admin Total		**$12,460.00**
	5228 - CDBG Public Works	Capital	$93,038.00
	5228 - CDBG Public Works Total		**$93,038.00**
228 - CDBG-COVID Total			**$207,850.00**
230 - Street Lighting	3101 - Finance	O.T.P.S.	$15,000.00
	3101 - Finance Total		**$15,000.00**
	6211 - Traffic Signs & Signals	O.T.P.S.	$1,025,000.00
	6211 - Traffic Signs & Signals Total		**$1,025,000.00**
230 - Street Lighting Total			**$1,040,000.00**
231 - Tree	8801 - Forestry	Personal Services	$918,965.00
		O.T.P.S.	$503,505.00
		Capital	$302,000.00
	8801 - Forestry Total		**$1,724,470.00**
231 - Tree Total			**$1,724,470.00**
232 - Police Pension	7201 - Police Admin	Personal Services	$382,650.00
	7201 - Police Admin Total		**$382,650.00**
232 - Police Pension Total			**$382,650.00**
233 - Fire Pension	7301 - Fire Admin	Personal Services	$382,650.00
	7301 - Fire Admin Total		**$382,650.00**
233 - Fire Pension Total			**$382,650.00**
234 - Earned Benefits	2108 - General Operations	Personal Services	$300,000.00
	2108 - General Operations Total		**$300,000.00**
234 - Earned Benefits Total			**$300,000.00**
240 - Federal Miscellaneous Grants	5101 - Planning	O.T.P.S.	$1,500,000.00
	5101 - Planning Total		**$1,500,000.00**
	7201 - Police Admin	Personal Services	$48,411.00
	7201 - Police Admin Total		**$48,411.00**
240 - Federal Miscellaneous Grants Total			**$1,548,411.00**
301 - G.O. Bond Retirement	3101 - Finance	O.T.P.S.	$3,164,927.00
	3101 - Finance Total		**$3,164,927.00**
301 - G.O. Bond Retirement Total			**$3,164,927.00**

Fund	Department	Object	Original
402 - Financed Capital Projects	1101 - City Council	Capital	$3,700.00
	1101 - City Council Total		**$3,700.00**
	2201 - Information Technology	Capital	$759,107.00
	2201 - Information Technology Total		**$759,107.00**
	5101 - Planning	Capital	$1,236,000.00
	5101 - Planning Total		**$1,236,000.00**
	6201 - Service Admin	Capital	$1,673,500.00
	6201 - Service Admin Total		**$1,673,500.00**
	7201 - Police Admin	Capital	$412,512.00
	7201 - Police Admin Total		**$412,512.00**
	7301 - Fire Admin	Capital	$190,000.00
	7301 - Fire Admin Total		**$190,000.00**
	7402 - Housing Inspections	Capital	$3,000.00
	7402 - Housing Inspections Total		**$3,000.00**
	8201 - Public Prop/Park Maint	Capital	$1,234,950.00
	8201 - Public Prop/Park Maint Total		**$1,234,950.00**
402 - Financed Capital Projects Total			**$5,512,769.00**
411 - Economic Development	5101 - Planning	O.T.P.S.	$151,850.00
		Capital	$60,000.00
	5101 - Planning Total		**$211,850.00**
411 - Economic Development Total			**$211,850.00**
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair	O.T.P.S.	$21,000.00
	2102 - City Hall Maint/Repair Total		**$21,000.00**
412 - City Hall Maint & Repair Total			**$21,000.00**
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta	Capital	$1,015,000.00
	6203 - Refuse Coll/Transfer Sta Total		**$1,015,000.00**
416 - Refuse Capital Fund Total			**$1,015,000.00**
601 - Water Administration	6302 - Water Distribution	Capital	$1,914,540.00
	6302 - Water Distribution Total		**$1,914,540.00**
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	$20,206.00
	6314 - Runnymede/Quilliams Wtr Total		**$20,206.00**
601 - Water Administration Total			**$1,934,746.00**
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	$1,530,953.00
		O.T.P.S.	$792,350.00
		Capital	$8,767,000.00
		Non-Government	$10,000.00
	6205 - Sewer Maintenance Total		**$11,100,303.00**
602 - Sewerage Disposal Total			**$11,100,303.00**
603 - Parking Fund	6210 - Parking Department	O.T.P.S.	$803,000.00
		Non-Government	$2,500.00
	6210 - Parking Department Total		**$805,500.00**
603 - Parking Fund Total			**$805,500.00**
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Personal Services	$2,835,862.00
		O.T.P.S.	$1,536,723.00

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CITY OF CLEVELAND HEIGHTS, OHIO
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Fund	Department	Object	Original
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Capital	$25,000.00
	6203 - Refuse Coll/Transfer Sta Total		**$4,397,585.00**
605 - Refuse Fund Total			**$4,397,585.00**
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	Personal Services	$651,746.00
		O.T.P.S.	$587,760.00
		Capital	$261,986.00
	7304 - ALS Ambulance Services Total		**$1,501,492.00**
606 - ALS Ambulance Services Total			**$1,501,492.00**
701 - Hospitalization Self-Ins	3101 - Finance	Personal Services	$10,128,787.00
	3101 - Finance Total		**$10,128,787.00**
701 - Hospitalization Self-Ins Total			**$10,128,787.00**
804 - Off/Aging Donations	8501 - Office On Aging Admin	O.T.P.S.	$1,750.00
	8501 - Office On Aging Admin Total		**$1,750.00**
804 - Off/Aging Donations Total			**$1,750.00**
808 - Youth Recreation Donation	8101 - Community Services Admin	Non-Government	$20,000.00
	8101 - Community Services Admin Total		**$20,000.00**
808 - Youth Recreation Donation Total			**$20,000.00**
811 - Juvenile Diversion Prog	7209 - Juvenile Diversion Prog	O.T.P.S.	$12,000.00
	7209 - Juvenile Diversion Prog Total		**$12,000.00**
811 - Juvenile Diversion Prog Total			**$12,000.00**
850 - Flexible Spending Account	3101 - Finance	Personal Services	$234,352.00
	3101 - Finance Total		**$234,352.00**
850 - Flexible Spending Account Total			**$234,352.00**
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	$50,000.00
	7201 - Police Admin Total		**$50,000.00**
	7401 - Building Services	Non-Government	$14,000.00
	7401 - Building Services Total		**$14,000.00**
858 - Miscellaneous Agency Total			**$64,000.00**
Grand Total			**$122,726,562.00**

CITY OF
CLEVELAND
HEIGHTS

Date: 10/23/2025

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Denison Park Bathroom

Purpose Statement: To authorize the purchase of a precast concrete bathroom for Denison Park, utilizing our $150,000 allotment of CDBG and $50,000 of CDSG funds. Since we are adding a splashpad, an ADA accessible bathroom will be necessary in proper distance of the water feature. CXT, Inc. is a Sourcewell vendor, prefabricates the bathrooms and then drops them in place. The City of Cleveland Heights will be responsible for preparing the area including running utility lines. The cost of this bathroom is $195,697.00. CXT, Inc. is a Sourcewell cooperative purchasing vendor.

Is this legislation recurring: Yes: _______ No: __X_____

Is emergency language necessary: Yes: __X____ No: ________

If yes, why? In order to process and get the bathroom ordered before the end of the year.

Is passage on first reading necessary: Yes: ___X_____ No: ________

If yes, why? Same as above

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

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

Proposed: 11/03/2025

RESLOLUTION NO. 224-2025(CRR), *Second Reading*

By Mayor Cuda

A Resolution authorizing the Mayor to execute an agreement with CXT, Inc., a Sourcewell Cooperative Purchasing vendor, for the purchase and installation of a precast concrete bathroom for Denison Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights desires to provide a new, ADA-accessible restroom facility at Denison Park in conjunction with the installation of the new splash pad and other site improvements; and

WHEREAS, the Department of Parks and Recreation has recommended the purchase of a precast concrete restroom from CXT, Inc., through the Sourcewell Cooperative Purchasing Program (formerly known as the National Joint Powers Alliance), at a cost not to exceed One Hundred Ninety-Five Thousand Six Hundred Ninety-Seven Dollars ($195,697.00), as set forth in the attached quotation; and

WHEREAS, funding for this purchase is available through the City's Community Development Block Grant (CDBG) allocation in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) and Community Development Supplemental Grant (CDSG) funds in the amount of Fifty Thousand Dollars ($50,000.00); and

WHEREAS, the Council of the City of Cleveland Heights finds it to be in the best interests of the City and its residents to authorize the Mayor to execute an agreement with CXT, Inc. for said purchase and installation.

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

SECTION 1. Pursuant to Section 171.02(bb) and 171.12 of the Codified Ordinances of the City of Cleveland Heights, the Mayor be, and is hereby, authorized to execute an agreement with CXT, Inc., for the purchase and installation of a precast concrete restroom facility for Denison Park in the total amount of One Hundred Ninety-Five Thousand Six Hundred Ninety-Seven Dollars ($195,697.00), in accordance with the quotation submitted by CXT, Inc.

SECTION 2. The Mayor finds that this purchase through the Sourcewell Cooperative Purchasing Contract constitutes the lowest and best method available and is in the best interests of the City and its residents.

SECTION 3. The cost of said purchase shall be paid from CDBG and CDSG funds as appropriated for this project.

SECTION 4. It is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

SECTION 6. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to authorize the agreement and place the order prior to the end of the calendar year to ensure timely installation. Wherefore, provided it receives the affirmative vote of not less than five (5) members of this Council, it 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 period allowed by law.

____
GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: ________________ Approved: ________________________________

____
TONY CUDA
Mayor

ORDERING INFORMATION

Sourcewell
Awarded Contract
Contract # 052725-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

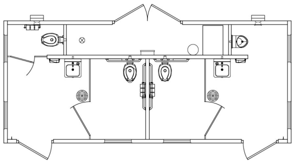
8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

DAKOTA — 11′ x 26′

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



800.696.5766
cxtinc.com

		Price Per Unit		
Base Price		$ 109,566.00		$ 109,566.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 7,000.00	☐	0.00
Optional Wall Texture - *choose one* ○ Split Face Block ($6,500) ○ Custom Texture ($8,500)			Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		$ 6,500.00		0.00
Individual User Option		$ 27,500.00	☑	27,500.00
Stainless Steel Water Closet (each)	Qty: 3	$ 2,500.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,750.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 2,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 4	$ 1,000.00	☑	4,000.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 0	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 150.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 1,100.00	☑	2,200.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 1,800.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 4,500.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 6,500.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Bottle Filler (each)	Qty: 1	$ 8,500.00	☐	0.00
2K Anti-Graffiti Coating		$ 5,000.00	☑	5,000.00
Optional Door Closure (each)	Qty: 2	$ 850.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 4	$ 5,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 4	$ 2,500.00	☑	10,000.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☑	1,200.00
Total for Added Cost Options:				$ 49,900.00
Custom Options: OH Installation Surcharge 2025 (Crane)				$ 14,888.00
Engineering and State Fees:				$ 9,000.00
Estimated One-Way Transportation Costs to Site (quote):				$ 12,343.00
Estimated Tax:				$
Total Cost per Unit Placed at Job Site:				$ 195,697.00

Sourcewell
Awarded Contract
Contract # 052725-CXT

This price quote is good for 60 days from date below, and is accurate and complete.

Christopher Swistak

Digitally signed by Christopher Swistak
Date: 2025.10.17 09:52:00 -04'00'

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Signer's Name
(please type or print)

Company Representative Date

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

____ Amber Rose
____ Berry Mauve
____ Buckskin
____ Cappuccino Cream
____ Charcoal Gray
____ Cocoa Milk
____ Evergreen
____ Georgia Brick
____ Golden Beige
____ Granite Rock
____ Hunter Green
____ Java Brown
____ Liberty Tan
____ Malibu Taupe
____ Mocha Caramel
____ Natural Honey
____ Nuss Brown
____ Oatmeal Buff
____ Pueblo Gold
____ Raven Black
____ Rich Earth
____ Rosewood
____ Sage Green
____ Salsa Red
____ Sand Beige
____ Sun Bronze
____ Toasted Almond
____ Western Wheat

Special roof color # ________________ Special wall color # ________________

Special trim color # ________________

Use an X to mark options.

Rock Color ***(*If option is not available verify custom wall option is selected on previous page.)***

____ Basalt*
____ Mountain Blend*
____ Natural Gray*
____ Romana*

Roof Texture ***(*If option is not available verify optional roof texture option is selected on previous page.)***

____ Ribbed Metal*
__X__ Cedar Shake

Wall Texture(s) *(For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)*
(*If option is not available verify custom wall texture option is selected on previous page.)

____ Split Face Block*
____ Horizontal Lap*
____ Board & Batt*
____ Stucco*
____ Brick*
____ Distressed Wood*#
__X__ Barnwood

Rock Wall Texture *(bottom texture only)*
(*If option is not available verify custom wall option is selected on previous page.)

____ Napa Valley*
____ River Rock*
____ Flagstone*
____ Stacked Rock*#

#Textures not included in CXT's quote are additional cost.

Door Opener

☐ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☐ Men ☐ Women ☐ Unisex

Toilet Paper Holder

☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

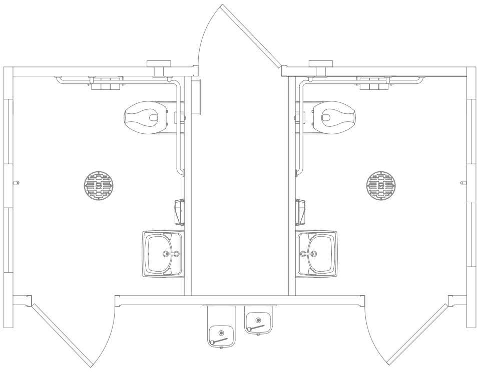
Notes:

CXT® PRECAST CONCRETE BUILDINGS

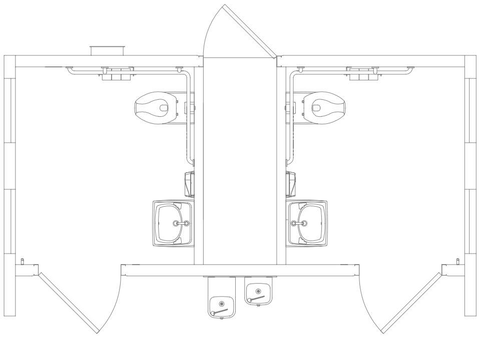
CXT manufacturers precast concrete restroom, shower, concession, and multipurpose buildings for national, state, and municipal parks. Our durable concrete structures are in use at federal, state, county, city, and private recreational sites nationwide.

SINGLE USER RESTROOMS

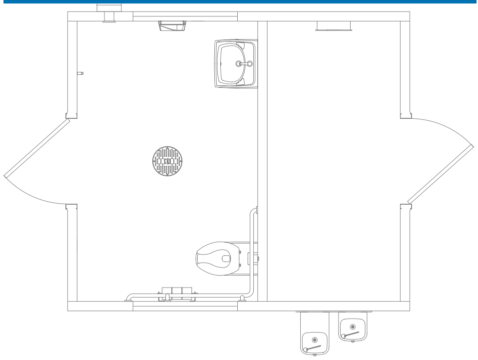
Cortez



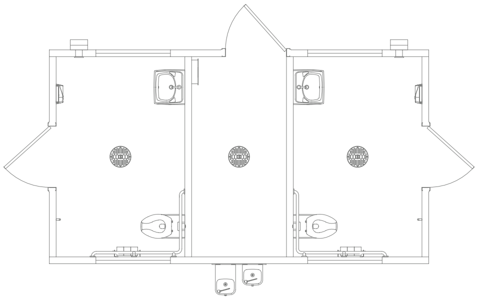
Denali



Ozark I



Ozark II



Floor plans for reference only.

SIMPLE TO INSTALL

Minimal site preparation is required and buildings can typically be in use on the day of installation.

READY TO USE

Prefabricated and delivered complete and ready to use, including plumbing and electrical where applicable.

EASY TO MAINTAIN

Our interiors are designed to resist abusive wear and can be quickly cleaned with warm soapy water and a brush.

CXT buildings are delivered to your site ready to use and require minimal site preparation. Our structures are manufactured with high-strength precast concrete floors, walls, and roofs and are aesthetically designed in multiple floor plans, colors, and textures.

Our buildings can withstand extreme conditions caused by flood, snow, wind, and zone-4 seismic loads.

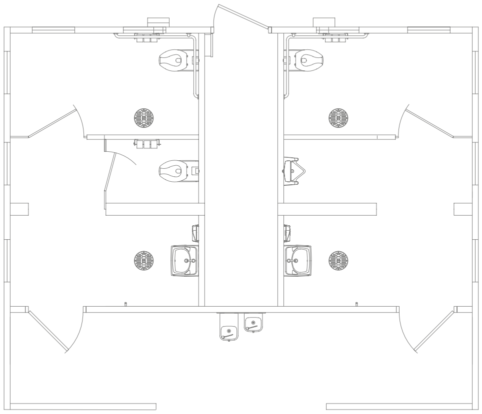
www.cxtinc.com

800.696.5766
sales@lbfoster.com

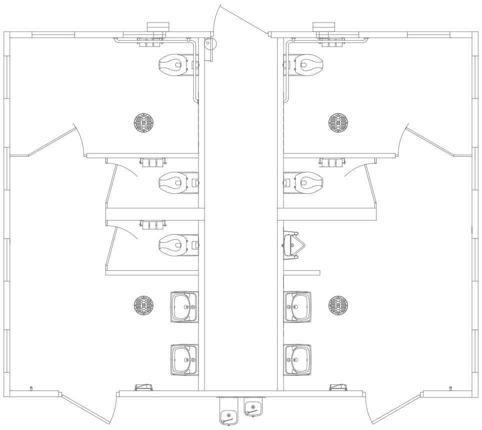
CXT Incorporated is a wholly owned subsidiary of L.B. Foster Company.

MULTIUSER RESTROOMS

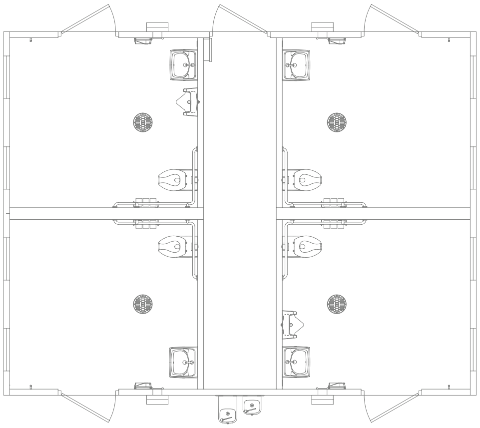
Montrose



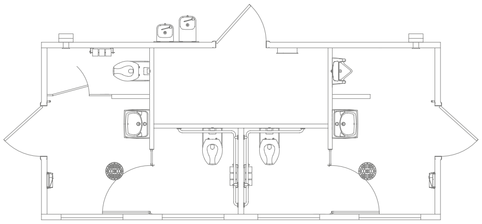
Taos



Arapahoe



Kodiak



Floor plans for reference only.

UTILITIES

> Pre-wired, pre-plumbed, and tested before shipping to meet local code requirements.

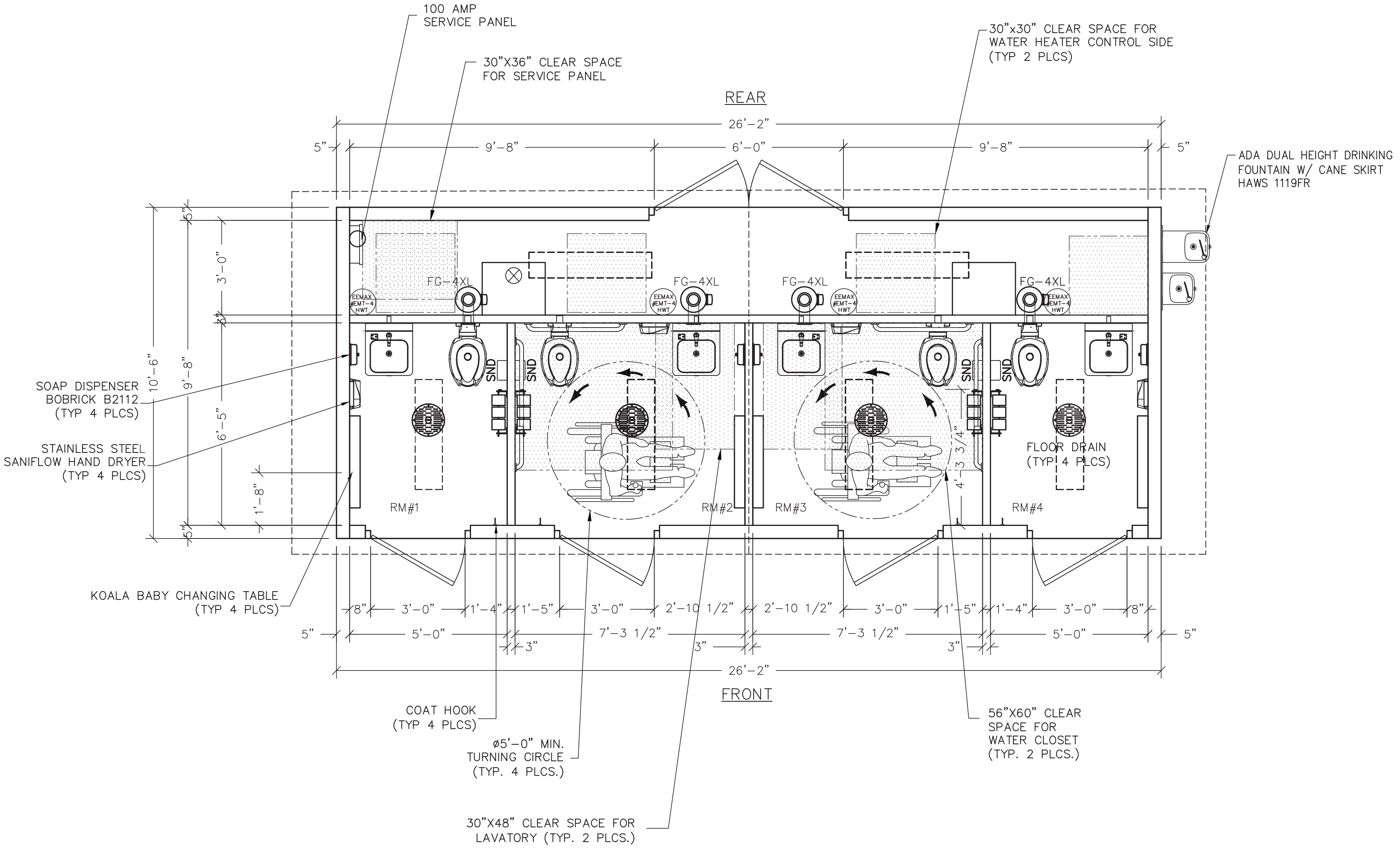
> Concealed within the chase/storage area for easy hook up and maintenance, and to reduce vandalism.

HOOK UP AND INSTALLATION

> Minimal site work is required.

> Water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility blockout within the floor of the chase area.

> Hookup of the three utility lines can be completed in a matter of hours.



an LBFoster® company

6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687
901 N. Highway 77 Hillsboro, TX 76645
362 Waverly Road Williamstown, WV 26187

PROJECT TITLE
DK4
STANDARD BUILDING

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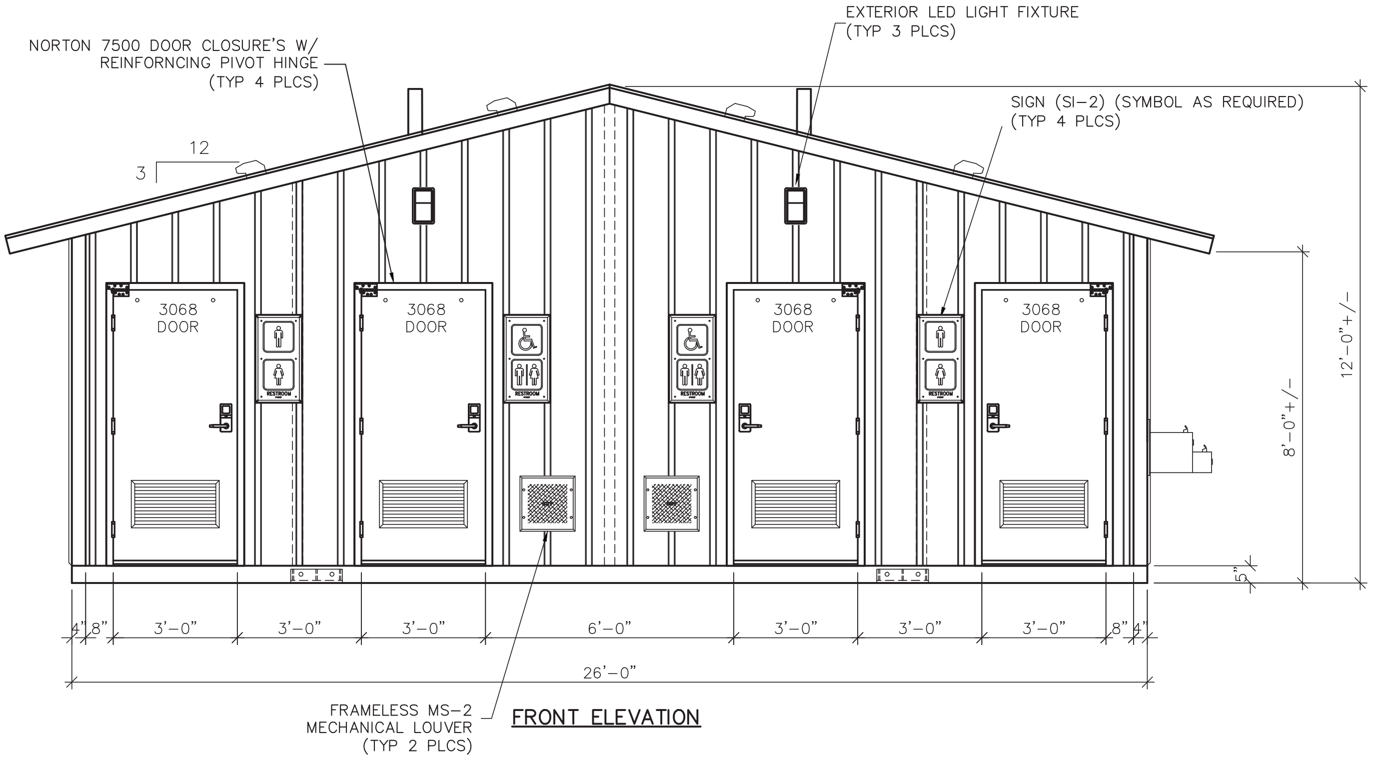
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE

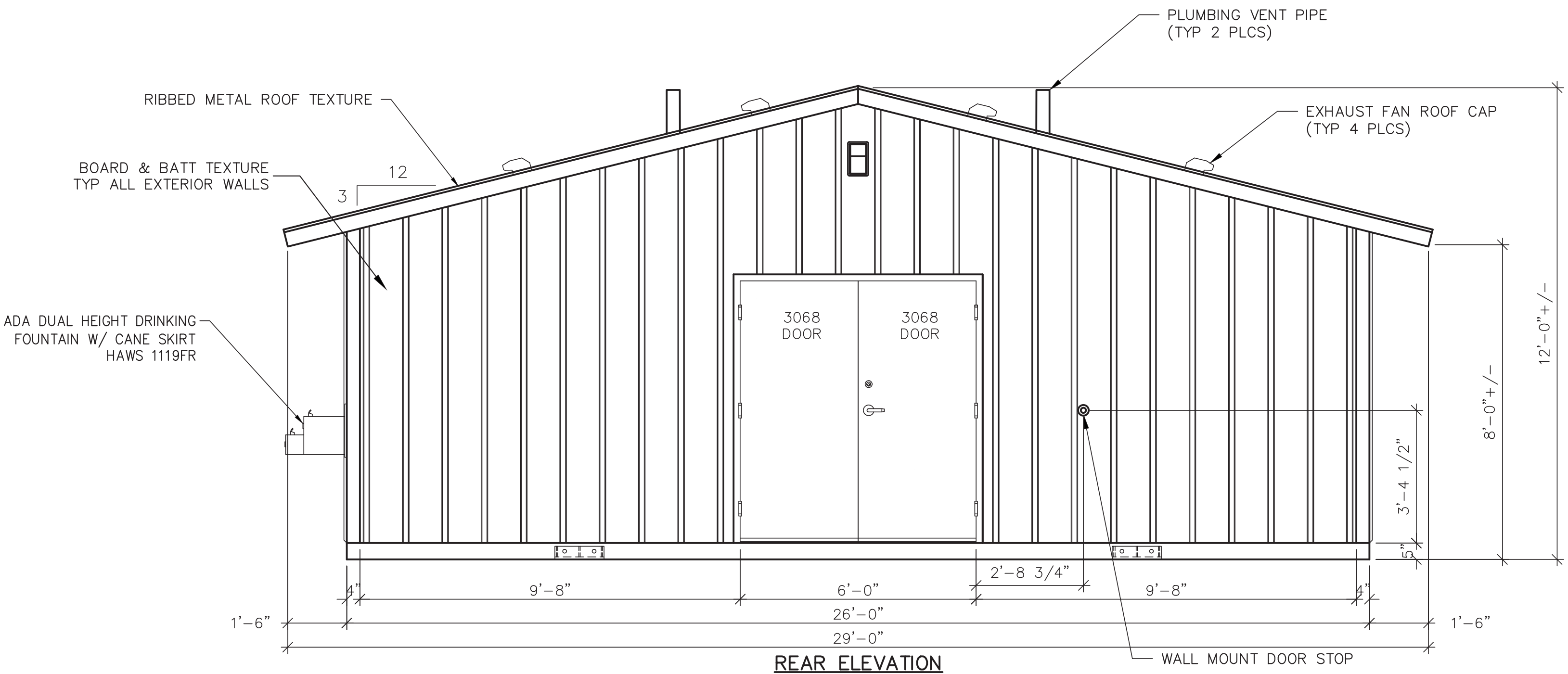
SCALE	1/4"=1'-0"	DATE	12-27-23
DRAWN	G.OGG	FILE NO.	DK4-010
CHECKED	N. PENNER	PLOT	48

FLOOR PLAN

DWG NO.	SHEET	REV.
DK4	1/4	0



FRONT ELEVATION



REAR ELEVATION

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PROJECT TITLE
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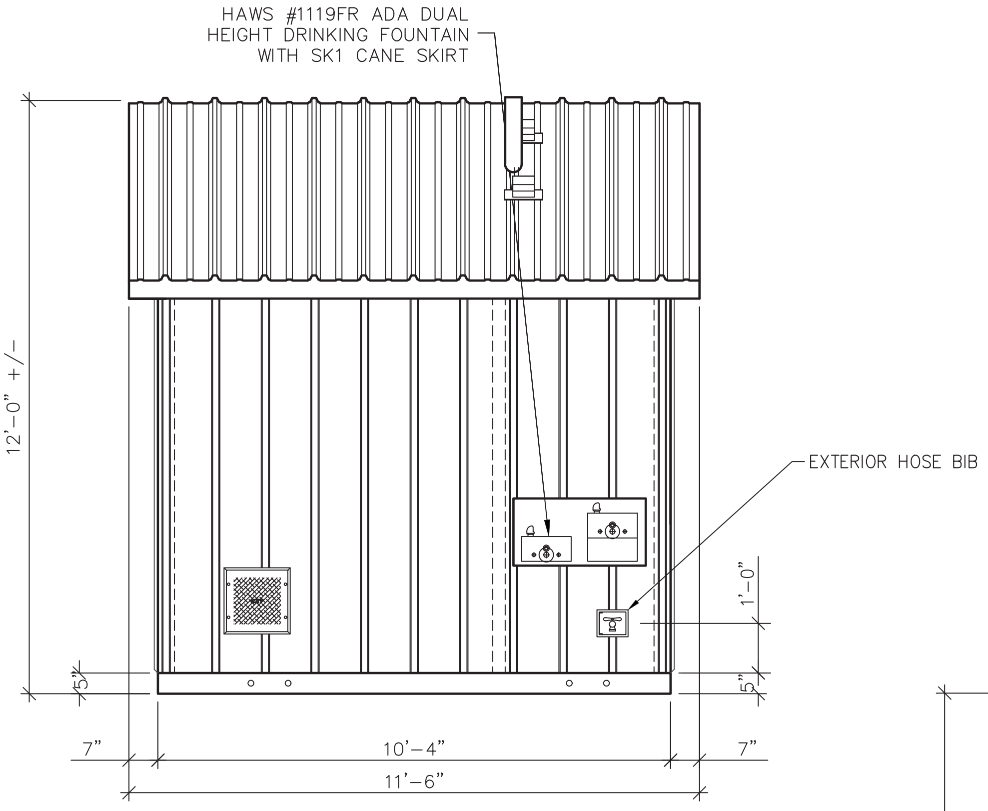
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE

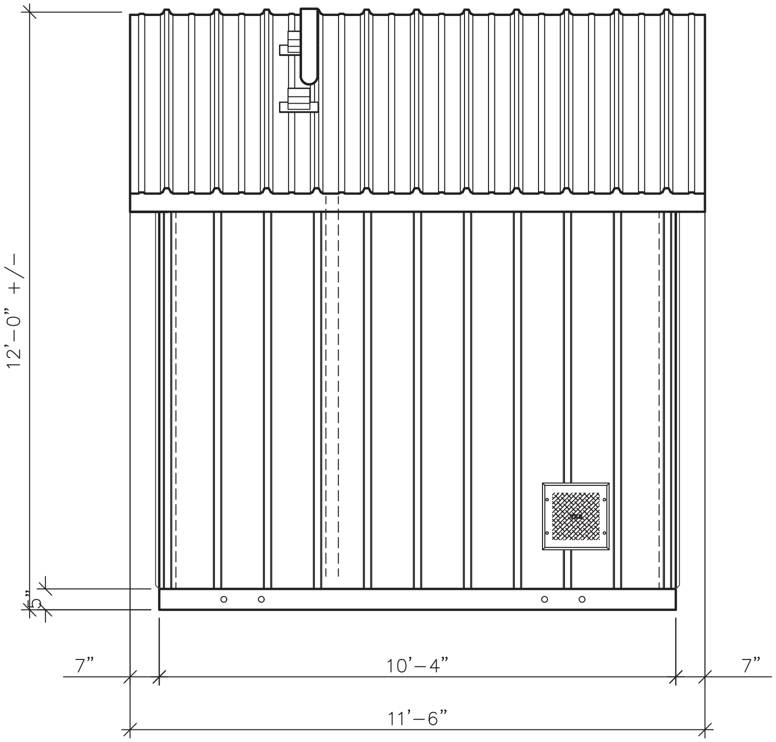
SCALE	1/4"=1'–0"	DATE	12–27–23
DRAWN	G.OGG	FILE NO.	DK4–010
CHECKED	N. PENNER	PLOT	48

FLOOR PLAN

DWG NO.	SHEET	REV.
DK4	2/4	0



RH SIDE ELEVATION



LH SIDE ELEVATION

an LBFoster company

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PROJECT TITLE
DK4
STANDARD BUILDING

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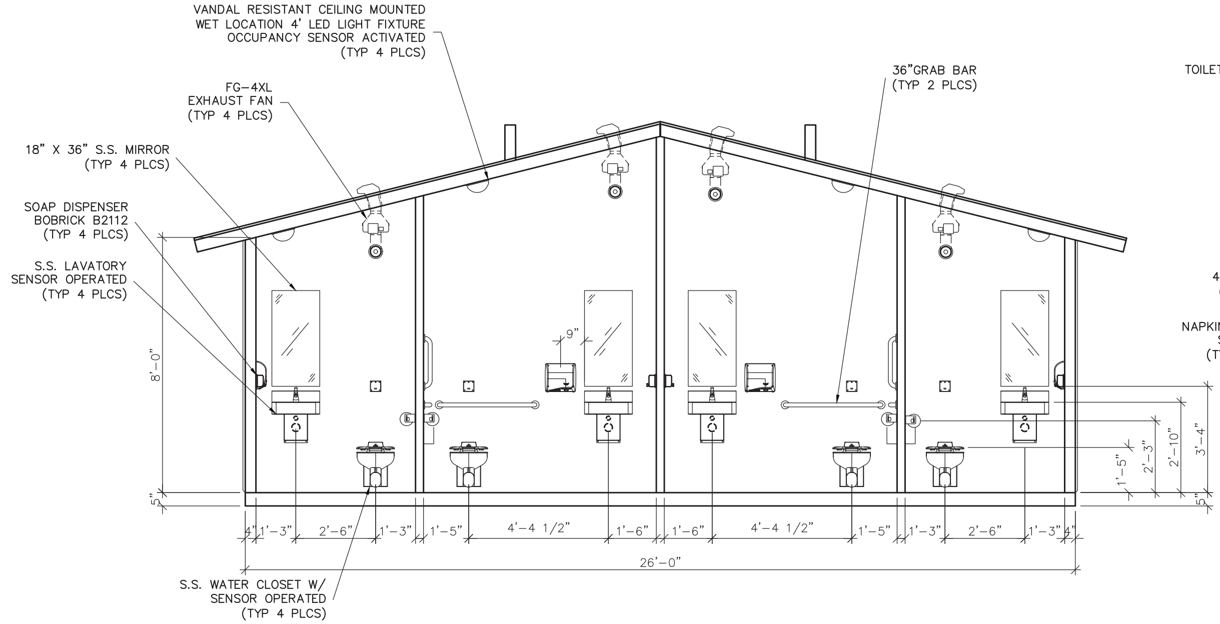
CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE

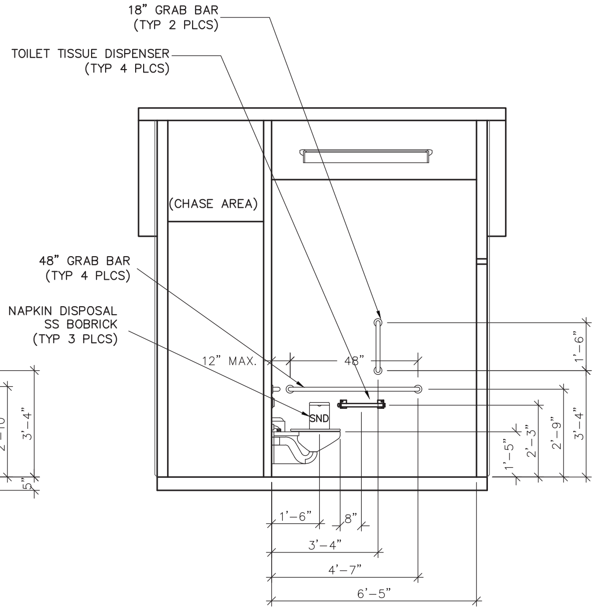
SCALE	1/4"=1'-0"	DATE	12-27-23
DRAWN	G.OGG	FILE NO.	DK4-010
CHECKED	N. PENNER	PLOT	48

FLOOR PLAN

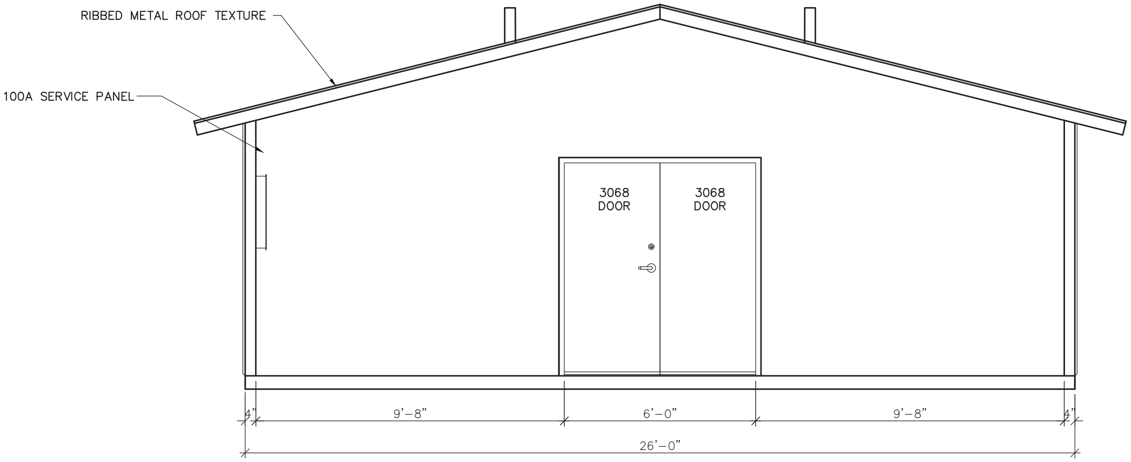
DWG NO.	SHEET	REV.
DK4	3/4	0



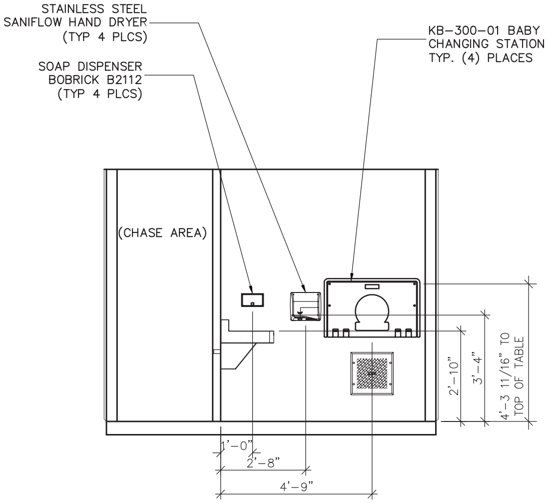
① INTERIOR ELEVATION - MIDDLE (CHASE) WALL



② INTERIOR ELEVATION - ADA STALL SIDE WALL



③ INTERIOR ELEVATION - BACK WALL



④ INTERIOR ELEVATION - SIDE WALL

an LBFoster company

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PROJECT TITLE
DK4
STANDARD BUILDING

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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE

SCALE	1/4"=1'-0"	DATE	12-27-23
DRAWN	G.OGG	FILE NO.	DK4-010
CHECKED	N. PENNER	PLOT	48

FLOOR PLAN

DWG NO.	SHEET	REV.
DK4	4 / 4	0

CITY OF CLEVELAND HEIGHTS

Date: November 3, 2025

To: City Council

From: Eric Elmi, Chief Building Official

Subject: Amending the Building Code with regards to Public Notice for the Architectural Board of Review in order to help streamline the design review process

---

Purpose Statement: To amend Chapter 1313.07 of the codified ordinances of the City of Cleveland Heights.

In an effort to streamline the design review process at the Architectural Board of Review (ABR), City staff researched best practices, with a focus on neighboring cities. After this research, one area where the City of Cleveland Heights can improve as compared to its neighbors is in regard to public notice for matters that come before the ABR. At the ABR, seldomly does a neighbor attend the meeting or provide comment. However, the Building Code currently requires City resources – staff time and budget – dedicated to mailing a written notice to each neighbor for each case. Nearby cities (including Shaker Heights and Lakewood) on the other hand, send notices only to the applicants and responsible parties for their projects, but do not send notices to “the neighbors” for each case.

City staff believes based upon this experience and the local research that notifying the neighbors is unnecessary, puts a strain on our resources, and can delay cases that come before the ABR.

Regulations regarding the Architectural Board of Review are in the Building Code (Chapter 1313). City staff recommends amending Chapter 1313 to remove the specific requirement to provide written notice to neighbors. Note, however, that public notice would still be required as with other City functions, pursuant to Section 107.02 of the Codified Ordinances of the City of Cleveland Heights.

Is this legislation recurring: Yes: _________ No: ___X___

Is emergency language necessary: Yes: ________No: __X_____

If yes, why?

Is passage on first reading necessary: Yes: ___________No: __X____

If yes, why?

If funding is required, is it already budgeted for? Yes: ___NA__ No: _NA___
*Note, enacting this legislation would decrease the amount of budget necessary for mailings and printing.

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

Proposed: 11/03/2025

ORDINANCE NO. 225-2025(HB), *Second Reading*

By Mayor Cuda

An Ordinance amending Part Thirteen, Building Code, of the Codified Ordinances of Cleveland Heights to update the City's regulations regarding public notice for the Architectural Board of Review.

WHEREAS, in an effort to streamline the design review process at the Architectural Board of Review ("ABR"), City staff researched best practices, with a focus on neighboring cities; and

WHEREAS, after this research, one area where the City of Cleveland Heights can improve as compared to its neighbors is in regard to public notice for matters that come before the ABR; and

WHEREAS, with regards to the ABR and the types of items that are before that body, seldomly does a neighbor attend the meeting or provide comment; and

WHEREAS, our neighboring cities send notices only to the applicants and responsible parties for their projects, but do not send notices to "the neighbors" for each case; and

WHEREAS, City staff believes based upon this experience and the local research that notifying the neighbors is unnecessary, puts a strain on our resources – both staff capacity and budget, and can delay cases that come before the ABR; and

WHEREAS, regulations regarding the Architectural Board of Review are in the Building Code (Chapter 1313); and

WHEREAS, City staff recommends amending Chapter 1313 to remove the specific requirement to provide written notice to neighbors; and

WHEREAS, public notice would still be required as with other City functions, pursuant to Section 107.02 of the Codified Ordinances of the City of Cleveland Heights.

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

SECTION 1. This Council hereby introduces amendments to Sections of Part Thirteen, Building Code, of the Codified Ordinances of the City of Cleveland Heights, as set forth in Exhibit A attached hereto.

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

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

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest time permitted by law.

____
GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:
Presented to Mayor: _______________ Approved: _________________________

____
TONY CUDA
Mayor

EXHIBIT A

PROPOSED BUILDING CODE TEXT AMENDMENTS

November 3, 2025

PART THIRTEEN – BUILDING CODE

TITLE THREE – Local Provisions

CHAPTER 1313 (ARCHITECTURAL BOARD OF REVIEW)

1. 1313.07 MEETINGS; NOTICE.

(a) The Board shall hold at least one meeting per month as may be provided by its rules. A meeting may be canceled if there are no items for agenda or a lack of a quorum.

(b) Before conducting the meeting, notice shall be given pursuant to Codified Ordinances Section 107.02. Additionally, written notice of the meeting shall be mailed or caused to be mailed by the Board Secretary at least four (4) days before the meeting to the applicant ~~and to all owners and tenant occupants of all properties any part of which abuts the parcel of land upon which the subject Building or Structure is situated.~~

~~(c) In the case of an apartment Building or multiple use Building, in lieu of notice by mail to each tenant in the Building, notice may be posted in a general public use area of the Building.~~

Proposed: 10/20/2025

RESOLUTION NO. 214-2025(COTW), *Third Reading*

By Vice President Russell

A Resolution authorizing a grant agreement with the Noble Area Business Association; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Noble Area Business Association ("NABA") is proposing to provide certain landscaping, snow plowing, and other marketing and placemaking services to businesses along Noble Road;

WHEREAS, this Council wishes to award NABA a grant for those purposes and other costs incurred in the provision of those services.

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

SECTION 1. This Council finds and determines that the revised Project Scope on file with the Clerk of Council furthers legitimate government interests and constitutes a public purpose, and that it is in the best interest of the City to enter into a grant agreement with NABA for the Project.

SECTION 2. The Mayor is hereby authorized to execute a grant agreement with NABA for an amount not to exceed Three Hundred Five Thousand, Five Hundred and Eighty-Five and 00/100 Dollars ($305,585.00), based upon the budget documents submitted by NABA, for the purposes described in the Project Scope and as further described and detailed therein ("Agreement"). The Agreement shall contain any terms, conditions, or other provisions deemed necessary or advisable by the Director of Law.

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

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being meeting the lead time required to contract for sidewalk snow plowing services for the upcoming winter.

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.

____
GAIL L. LARSON
President of Council

____
ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _______________ Approved: _________________________

____
TONY CUDA
Mayor

GRANT AGREEMENT

THIS GRANT AGREEMENT ("**Agreement**") is made as of [_____________ _____], 2025 (the "**Effective Date**"), by and between the CITY OF CLEVELAND HEIGHTS, STATE OF OHIO (the "**City**"), and Noble Area Business Association, an Ohio domestic nonprofit corporation with its principal place of business located at 2533 Euclid Heights Boulevard, Cleveland Heights, Ohio, 44106, ("**Grantee**", which may be referred to collectively with the **City** as "**the Parties,"** with each individually a "**Party**").

RECITALS:

A. The City seeks to provide economic development assistance services ("Services") to Grantee, with all determinations as to the eligible use of funds hereunder being at the sole discretion of the City,

B. Grantee has proposed, as the means of accomplishing such Services, a program with a budgeted cost of approximately Three Hundred Five Thousand, Five Hundred Eighty-Five and 00/100 Dollars ($305,585.00) over a 2-year period, as set forth in a writing (the "**Proposal**") attached hereto and incorporated herein as **EXHIBIT A**; and,

C. The City and Grantee desire to enter into this Agreement for the Grantee's provision of Services for the benefit of the public, all in accordance with federal and Ohio law, and the terms and conditions of this Agreement.

NOW, THEREFORE, the City and the Grantee acknowledge the receipt and sufficiency of valid consideration for this Agreement and agree as follows:

ARTICLE I
TERM OF CONTRACT

1.1 The term of this Agreement shall commence on the Effective Date and continue through __________ __, 2027, unless otherwise terminated earlier as provided below (the "**Term**").

ARTICLE II
DUTIES OF THE GRANTEE

2.1 The Grantee will provide the Services materially in the form and subject to the phasing set forth in the Proposal, subject to the approvals required by the terms and conditions of this Agreement. The Grantee has no authority to enter into contracts or agreements on behalf of the City. The City may, at its discretion, provide the Grantee with comments, suggestions or direction concerning the Services provided by the Grantee hereunder, but the Grantee is solely responsible for determining the means and methods of performing the Services.

2.2 The City and the Grantee agree that they may amend, in writing, from time to time, the Services to be provided. The Parties acknowledge and agree the Services to be provided under this Agreement are not in the nature of legal or accounting services.

2.3 The Grantee shall ensure that the Services are provided in a manner that is consistent with applicable federal, state, and local laws and regulations and Ordinance No. 214-2025. The City shall have the right to refuse Services from or sought to be furnished by the Grantee under this Agreement for any lawful reason.

2.4 All expenditures of funds awarded through this Agreement shall be pursuant to a contract, duly awarded by a resolution of Grantee's governing board, that limits such expenditures to payments for goods and services authorized herein, the delivery and/or performance of which has already been completed, with such completion being verified by Grantee's Executive Director, whether acting, interim, or other derivation thereof, and/or one of its Boards of Directors, as the City deems appropriate.

2.5 Quotes shall be solicited prior to the purchase of goods and services by Grantee as provided herein. Unless impossible or impracticable, not less than two (2) written quotes shall be obtained for any purchase exceeding Two Thousand Five Hundred Dollars ($2,500.00) and not less than three (3) written quotes shall be obtained for any purchase in excess of Five Thousand Dollars ($5,000.00). All quotes submitted to or obtained by Grantee shall be submitted to the City in PDF format.

(a) All contracts in excess of Five Thousand and 00/100 Dollars ($5,000.00), or with a party who has entered contracts with Grantee in the previous twelve (12) months with a cumulative value in excess of $5,000.00, shall require the City's written approval of the expenditure prior to Grantee's award of the contracts.

(b) Grantee shall require all of its members, officers, directors, and employees to disclose any potential interest in any contract under consideration for award by Grantee, and notify the City of any such disclosure. Grantee shall not award any such contract without first obtaining the approval of Grantee's Boards and the City. This requirement is notwithstanding any authority Grantee may have otherwise under its Articles, conflict of interest or procurement policies, or other rules or regulations.

2.6 Grantee shall provide the City or any duly authorized City representatives access to any books, minutes, contracts, documents, papers, and other records of the Grantee ("Records") for the purpose of auditing and examining the expenditure of funds awarded pursuant to this agreement. Grantee shall maintain all Records for a period of not less than three years after the termination of this Agreement. Notwithstanding any provision herein to the contrary, this Section 2.6 shall survive the termination of this Agreement.

2.7 Grantee hereby represents, covenants, and warrants that neither it nor its principals have made, or will make, any contributions to any City official(s) which would cause Grantee to be ineligible for the award of an unbid contract under the Ohio Revised Code.

ARTICLE III
COMPENSATION

3.1 The City shall compensate the Grantee for the provision of Services only according to the Working Capital Advance Basis as defined by 2 C.F.R. 200.305, with any such payments in accordance with any preliminary approval required herein, detailed invoices, and corresponding proof of payment by the Grantee, the sufficiency of which is at the sole discretion of the City. In all instances, the City's compensation to the Grantee under this Agreement will not exceed Three Hundred Five Thousand, Five Hundred Eighty-Five and 00/100 Dollars ($305,585.00) ("**Total Payment**"), which such amount represents the City's full and complete commitment for payment for the Services performed hereunder. Payment dates set forth herein may be amended or set, as the case may be, upon written agreement between the Parties in the form of an amendment or addendum to this Agreement.

3.2 If applicable, all invoices with respect to Services that have been completed satisfactorily in accordance with the terms of this Agreement will be paid by the City within thirty (30) days of submittal. If the City disputes any portion of the invoices and delays in paying such portion pending resolution of the disputed amount, the undisputed amount requested for payment will be paid by the City in accordance with the terms hereof. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such dispute, unless instructed otherwise in writing by the City, the Grantee shall continue to furnish Services and the City shall continue to pay all undisputed amounts in accordance with the terms hereof.

3.3 The City and the Grantee agree that, during the term of this Agreement, the Grantee shall be responsible for all of its own business expenses, unless otherwise provided herein, including all payroll functions, employees' wages and salaries, insurance of every type and description, other employee benefits of any nature whatsoever and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The City shall issue a 1099 for all monies paid to the Grantee, as applicable.

ARTICLE IV
CONTRACT TERMINATION

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days' written notice to the other Party, subject to the provisions of this Article IV. Further, this Agreement is subject to annual appropriation by the City pursuant to Ohio Revised Code Section 5705.44, and in the event such annual appropriation is not made, this Agreement will terminate. Grantee's assignment of this Agreement or any of its rights and obligations hereunder by any means other than a written amendment hereto, signed by the City, Grantee, and the assignee, shall be void and automatically terminate this Agreement.

4.2 The City may terminate this Agreement at any time in the event of any of the following circumstances:

a. Immediately upon appointment of a receiver by a court of competent jurisdiction for Grantee’s assets is appointed by a court of competent jurisdiction.

b. Immediately if Grantee is divested of its rights, powers, and privileges under this Agreement by operation of law.

c. Grantee fails to comply with any term, covenant, or condition of this Agreement to be kept, performed, and observed by it, and the Grantee fails to remedy such noncompliance within fourteen (14) days from the date of written notice from the City.

d. Granteeviolates any applicable federal, state, or local law applicable to the Services and performance thereof.

e. If, prior to the receipt of any Funds from the City hereunder and upon giving thirty (30) days prior written notice, Grantee desires to terminate this Agreement.

4.3 In the event of termination under this Article IV, the Grantee shall, unless the notice directs otherwise, immediately discontinue work related to the Project and discontinue the placing of orders for services, materials, facilities, and supplies in connection with the performance of their obligations under this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the City or, at the option of the City, give the City the right to assume those obligations directly, including all benefits to be derived therefrom. The Grantee shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon termination under this Article IV, the Grantee shall be entitled to payment for all eligible costs incurred through the date of termination. In no event shall the payment due hereunder exceed the Total Payment under this Agreement. Under no circumstances is the Grantee entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies, or any other direct, indirect, or consequential damage or cost occasioned by City’s termination herein.

4.4 If the City terminates this Agreement for convenience, the City shall pay Grantee for reasonable Project costs associated with the performance thereof incurred prior to and as of the date of such termination.

4.5 Grantee’s indemnification obligations hereunder are to survive the termination of this Agreement.

ARTICLE V
NOTICE

5.1 Notices provided by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed,

1

certified mail, return receipt requested; or (iv) delivered by electronic mail, with confirmed receipt, to the following addresses or to such other address as either Party shall designate by proper notice to the other Party. Unless otherwise provided herein, notices will be deemed given as of the date of actual receipt.

Notices to Grantee:

NABA
2533 Euclid Heights Boulevard
Cleveland Heights, Ohio 44106-2709
Attn. of: Myra Orenstein, Acting Executive Director
email: morenstein@catvinc.com

with a copy to:

Jacquelyn Remmer
3801 Monticello Boulevard
Cleveland Heights, Ohio 44121
[___________]

Email: jacquelyn.remmer@gmail.com

Notices to the City:

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118
Attn. of: ______________________________
email: ______________________________

with a copy to:

Director of Finance
40 Severance Circle
Cleveland Heights, Ohio 44118

Email:

ARTICLE VI
ENTIRE AGREEMENT

6.1 This Agreement and its incorporated exhibits represent and are the entire agreement between Grantee and the City and supersede any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Grantee and the City, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together shall constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference;

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they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement.

ARTICLE VII
GOVERNING LAW

7.1 This Agreement is to be construed in accordance with the laws of the United States, the State of Ohio, and the City of Cleveland Heights, Ohio.

ARTICLE VIII
INDEMNIFICATION

8.1 The Grantee shall protect, indemnify, and save the City harmless from and against any damage, cost, or liability resulting from claims for any or all injuries to persons or damage to property, arising from intentional, willful or negligent acts or omissions, or any breaches of any of the obligations or covenants set forth in this Agreement, of the Grantee, its officers, employees, agents, or subcontractors. In case any claim is at any time made, or action or proceeding is brought, against the City in respect of which indemnity may be sought under this Agreement, the City will give prompt written notice of that action or proceeding to the Grantee, and the Grantee, upon receipt of that notice will have the right, but not the obligation, to assume the defense of the action or proceeding. The City agrees to lend the Grantee such assistance as the Grantee will reasonably request in defense of any claim, demand, action or proceeding.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date. The individual representatives of the Parties signing below hereby represent, warrant, and certify that they are authorized to sign on behalf of their respective Parties.

CITY OF CLEVELAND HEIGHTS,
STATE OF OHIO

By: ______________________________

Title: ______________________________

Date: ______________________________

Noble Area Business Association

By: ______________________________

Title: ______________________________

Date: ______________________________

APPROVED AS TO FORM:

____

Director of Law

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CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, ______________________, Auditor of the City of Cleveland Heights, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of the City of Cleveland Heights or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance. This certification is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Amount - $_________________

____
_________________, Auditor

____
Date

EXHIBIT A

SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

Noble Area Business Association

The funds will support the work of the Noble Area Business Association ("NABA" or "Grantee") towards the transformation of the area comprised of Noble Road between Mayfield Road and Greyton Road and the portion of Mayfield Road from Wilmar Road (to the South) and Vandemar Road (to the North) to Warrensville Center Road ("Noble Area") into a viable, attractive, and safe walking district through strategic rebranding, wayfinding, marketing, beautification, and other services benefitting and available to the Noble Area, generally. For purposes of the Services, Grantee shall:

- Rebrand the Noble Area
  - Create and disseminate stylistically and thematically consistent logos, signage, and wayfinding in accordance with all applicable local, state, and federal laws.
  - Reinforce the branding through use of marketing and promotions

- Increase beautification efforts to include:
  - Uniform selection of planters throughout the District
  - Sidewalk snowplowing in the Commercial Districts
  - Providing rock salt to each merchant
  - Ongoing monitoring of weeds and groundcovers to ensure that the District maintains an attractive appearance throughout the year

- Integrate artwork in the District
  - Introduce professional, high-quality murals on select buildings
  - Approach artists about doing pop-ups in vacant storefronts in hopes of transitioning them to becoming lessees

- Create pop-ups in the District

- Coordinate and participate in meeting with City of Cleveland Heights Department of Economic Development to discuss each party's programs and involvement with NABA's transformation moving forward

Grantee will engage the necessary contractors, artists, and professionals (the "Subcontractor(s)") to perform the Services as further described, herein. Grantee will work with the Subcontractors to ensure the benefits of the Services satisfy Grantee's obligation of acting in furtherance of a proper public purpose, the provision of which shall be subject to the approval(s) of the City, which shall not be unreasonably withheld.

In the interest of creating the Program, Grantee represents its immediate need for start-up capital for purposes covering the costs of____; and for legal and professional services fees incurred in connection with establishing the Program. Accordingly, NABA is requesting a Working Capital Advance in the amount of $________________.

B. ROLES AND RESPONSIBILITIES

NABA

Grantee shall implement a system for time tracking all personnel and contract costs. Grantee shall provide timesheets to the City evidencing dates and hours worked, the tasks performed for each time entry, and a brief description of each task. The City shall only accept contracts, timesheets, invoices, and receipts of payment evidence the performance of eligible activities comprising the Services.

City Staff

Eric Zamft, Director of Planning & Development
40 Severance Circle
Cleveland Heights, Ohio 44118
ezamft@clevelandheights.gov

Director of Finance
40 Severance Circle
Cleveland Heights, Ohio 44118

C. ADMINISTRATOR

Myra Orenstein, Acting Executive Director.

D. PROGRAM ADMINISTRATION AND PROCESS OVERVIEW

Payment of Funds

The City hereby determines that payment on reimbursement basis is not feasible because Grantee lacks sufficient working capital and agrees to provide cash to Grantee on a working capital advance basis in accordance with 2 C.F.R. § 200.305(b)(4).

Grantee agree that an advance of ___________________ will cover Grantee's disbursement needs for the initial period. Thereafter, the City shall reimburse Grantee for its actual cash disbursements in accordance with this Agreement, provided that the payment of funds in any 12-month period shall be limited to the amounts budgeted in Attachment A to this Exhibit. The City shall make payment within 30 calendar days after receipt of the billing, unless it finds in its sole, reasonable discretion that any of the expenditures are ineligible, insufficiently documented, or otherwise improper.

To the extent available, Grantee shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. Grantee shall provide the City with all invoices, receipts, and other supporting documentation that the City requests, including but not limited to written justifications for any and all expenditures, regardless of whether the related payment was from Grantee's funds, program income, or an amount advanced by the City. If the City finds in its sole, reasonable discretion that any expenditure is ineligible or insufficiently documented, or otherwise improper, Grantee shall refund the full amount of such improper expenditure directly to the City.

The amount of the Total Award is subject to adjustment by the City if a substantial change is made to the Services under this Agreement or if this Agreement is terminated prior to the expiration of the Agreement's Term. Program funds shall not be expended to satisfy obligations incurred prior to the Effective Date. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities enumerated in the Scope of Work and may not exceed the maximum limits set in the Attachment A. Expenses charged against the Total Award shall be incurred in accordance with this Agreement.

Program Income

Grantee shall not charge for the provision of any services funded by the proceeds awarded pursuant to this Agreement.

E. WORKPLAN

The Timeline

- Contract for sidewalk snowplowing
- Create and approve logo designs for branding efforts
- Approach City of Cleveland Heights Department of Economic Development to review results of NABA Survey
- Conduct strategy meetings with all merchants and building owners
- Review results of above survey with participants
- Evaluate budget to determine specific next steps
- Create calendar of Board and general merchant meetings
- Contract with landscaping
- Initiate conversations with muralists
- Approach chefs/restaurateurs, Cleveland Institute of Art, Cleveland Institute of Music and area artists about pop-up options o Coordinate conversations with building owners o Coordinate calendar of events for pop-ups

- Investigate grant opportunities
- Begin creation of promotional calendar

F. BUDGET

The Program Budget is attached to this Exhibit and hereby incorporated by reference as Attachment A (“Approved Budget”).

ATTACHMENT A-1			
Item	#2 Amended Year 1	#2 Amended Year 2	#2 Amended Year 3
Consulting	24,000.00	24,000.00	24,000.00
Accounting Fees	2,000.00	1,600.00	1,750.00
Legal Fees	1500.00	500.00	500.00
State Filing Fees	500.00	0.00	0.00
Directors and Officers Insurance	600.00	650.00	700.00
Landscaping-Spring/Summer 67 planters	5,310.00	5310.00	5310.00
Landscaping Roanoke Park	0.00	0.00	0.00
Maintenance 1/week-trim, weed, edge	2450.00	2450.00	2450.00
Landscaping-Fall Roanoke Park	0.00	0.00	0.00
Landscaping-Fall/Winter	7500.00	7500.00	7500.00
Landscaping-Watering	15000.00	15000.00	15000.00
Snowplowing-sidewalks	5600.00	6160.00	6766.00
Rock Salt 10 lb. bag for each merchant	850.00	900.00	950.00
Street Cleaning/Maintenance	0.00	0.00	0.00
Initial concept/design	1000.00	0.00	0.00
Logo	750.00	400.00	500.00
Door Stickers-100 printing	300.00	0.00	0.00
Website Design	5000.00	0.00	0.00
Website Development-Backend	2000.00	0.00	0.00
Website Dreamhost-Monthly	420.00	450.00	475.00
Website Infrastructure	700.00	0.00	0.00
Website Domain Registration	75.00	75.00	75.00
Website Monthly Maintenance	4800.00	4800.00	4800.00
Social Media-Constant Contact-Monthly	275.00	350.00	375.00
Format Social and E-Newsletter	500.00	0.00	0.00
Monthly Social & E-Newsletter	500.00	500.00	500.00
Spring Promotion-Miscellaneous	0.00	0.00	0.00
Summer Promotion-Social	750.00	750.00	750.00
Summer Promotion-Rack Cards Design	200.00	200.00	200.00
Summer Promotion-Banner Design	300.00	300.00	300.00
Summer Promotion-Banner Printing-2	300.00	300.00	300.00
Summer Promotion -Signage Design	200.00	200.00	200.00
Summer Promotion-Signage Printing	450.00	450.00	450.00
Holiday Promotion	750.00	750.00	750.00
Merchant Mixer-Design 6x	750.00	750.00	750.00
Merchant Mixer-Food	90.00	100.00	125.00
Directories-Design	250.00	250.00	250.00
Directories-Printing	2000.00	2200.00	2500.00
Directories-Distribution	1000.00	1200.00	1400.00
Advertising	5000.00	5000.00	5000.00
Stock Photography	360.00	360.00	360.00
Illustration-Format	5000.00	0.00	0.00
Illustration-Mural-2 Design Only	600.00	0.00	0.00
Mural-2-Painting	35000.00	0.00	0.00
Artists/Talent for Summer/Winter	10000.00	10000.00	10000.00
Rentals for Promotions	5000.00	5000.00	5000.00
CH Police Monitoring for Events	8000.00	8000.00	8000.00
Supplies	200.00	200.00	200.00
Postage and Delivery	500.00	600.00	700.00
Tote Bag Design	0.00	0.00	0.00
Tote Bags	0.00	0.00	0.00
T-Shirt Design	0.00	0.00	0.00
T-Shirts	0.00	0.00	0.00
Wrap Arounds Utility Boxes	0.00	0.00	0.00
Wrap Arounds Printing & Installation-2	0.00	0.00	0.00
Benches-EACH	0.00	0.00	0.00
Benches-Painting	0.00	0.00	0.00
Seed Bags-Customized	0.00	0.00	0.00
Miscellaneous	20000.00	20000.00	20000.00
Total	**178330.00**	**127,255.00**	**128,886.00**