



January 20, 2026
Regular Meeting
7:30 PM

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

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) **Meeting called to order by Council President**
- 2) **Roll Call of Council Members**
- 3) **Excuse absent members**
- 4) **Amendments to the Agenda (if necessary)**
- 5) **Approval of minutes from previous meeting(s)**
 - a. January 7, 2026
 - b. January 12, 2026
- 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. Comments unrelated to the agenda may be made after Committee Reports)
- 11) **Public Comment - General**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda.)
- 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. 008-2026(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 241-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio, for the fiscal year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 009-2026(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 Petras

RESOLUTION NO. 010-2026(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 Petras

RESOLUTION NO. 011-2026(AS): First Reading. A Resolution appointing Shneur Kushner as a member of the Planning Commission of the City of Cleveland Heights, Ohio; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 012-2026(AS): First Reading. A Resolution appointing Matthew Keri as a member of the Planning Commission of the City of Cleveland Heights, Ohio, to fill a vacancy of an unexpired term ending December 31, 2028; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Cobb

RESOLUTION NO. 013-2026(AS): First Reading. A Resolution reappointing David Benson, Laura Black, Cindie Carroll-Pankhurst, Sue Dean Dyke, Susan Efroymson, Kasey Friedland, Jonathan Goldman, Leslie Jones, Mara Lakhn, Adam May, Illie Massey, Arin Miller-Tait, Rachel Moore, Saralene Oakley Toombs, Lorna Rudolph, Darius Smith, Patti Substelny, and Darlene White as members 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. 014-2026(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement Green Home Solutions, 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 681-03-044; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

RESOLUTION NO. 015-2026(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Sosis Painting and 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 682-29-035; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 016-2026(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with American Builders and Applicators, LLC, a certified lead abatement contractor, for the use of Lead Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based paint hazards at permanent parcel number 684-20-029; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 017-2026(HB): First Reading. A Resolution declaring the fire-damaged property at 3631 Randolph Road, Cleveland Heights, Ohio, to be a nuisance; authorizing abatement of the nuisance; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 018-2026(AS): First Reading. A Resolution authorizing a second amendment to the consulting contract between the City of Cleveland Heights and AISLINN Consulting, LLC for municipal financial services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 019-2026(PD): First Reading. A Resolution authorizing the Mayor to accept a grant from the Ohio Department of Natural Resources (“ODNR”) to renovate the skate park and tennis courts at Cain Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 020-2026(PSH): First Reading. A Resolution authorizing the Mayor to accept a grant from the U.S. Department of Justice (“DOJ”) through the Rural and Small Department Violent Crime Reduction Program; authorizing the Mayor to execute an agreement with Ken Ganley Ford, Inc., for the purchase of four (4) 2026 Ford Utility Hybrid Police Interceptors for the Cleveland Heights Police Department; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

b. First Readings Only

RESOLUTION NO. 021-2026(MSES): First Reading. A Resolution authorizing the City to participate in the NOPEC Green Community Choice Program for the City’s Electricity Aggregation Program starting June 2026; and declaring the necessity that this legislation becomes effective as an emergency measure.

Introduced by Mayor Petras

c. Second Readings

RESOLUTION NO. 004-2025(CRR): Second Reading. A Resolution authorizing the Mayor to execute an agreement with Farnham Equipment Company through the Sourcewell Cooperative Purchasing Program, for the provision, installation of, and related construction services for, the improvement of new seating for the Community Center’s Main Gymnasium; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Petras

d. Consent Agenda

RESOLUTION NO. 022-2026(CRR): First Reading. A Resolution recognizing February 2026 as *Black History Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 023-2026(CRR): First Reading. A Resolution proclaiming February 14, 2026 as *National Donor Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

13) Committee Reports

14) Old Business

15) New Business

16) Council Member Comments

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

17) Council President's Report

18) Adjournment

NEXT MEETING OF COUNCIL: FEBRUARY 2, 2026



January 7, 2026
Special Meeting
6:00 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 6:00pm

2) Roll Call of Council Members

Present: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda

Excused: None

Also Present: Mayor Petras, Assistant Law Director Heltzel, Clerk Balester

3) Excuse absent members

- None

4) Executive Session

- a. *To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of any public employee or public official, the investigation of charges or complaints against a public employee, official, licensee or contractee of the City or one who seeks to be an employee, licensee or contractee of the City.*

Motion to : Craig Cobb

Seconded: Gail Larson

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda

No: None

MOTION PASSED

5) LEGISLATION

Note: The title for each piece of legislation contains a parenthetical reference to

1 the Council Committee within which the subject matter of the legislation falls.
2 Council Committees are abbreviated as follows: (AS)-Administrative Services;
3 (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation;
4 (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and
5 Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public
6 Safety and Health. See Resolution 97-2022 for a list of Council Committee
7 subject matter areas.
8

9 **a. First Readings – Consideration of Adoption Requested**
10

11 **ORDINANCE NO. 001-2026(AS): First Reading.** An Ordinance amending
12 Ordinance No. 023-2025, “An Ordinance establishing salary schedules,
13 position classifications, and other compensation, and benefits for officers and
14 employees of the City,” to assign the Cain Park General Manager position to
15 Salary Grade 19; and declaring the necessity that this legislation become
16 immediately effective as an emergency measure.
17

18 Introduced by Mayor Petras

19 **Motion to adopt:** Gail Larson

20 **Seconded:** Craig Cobb
21

22 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
23 Tony Cuda
24

25 **No:** None

LEGISLATION PASSED

26 **6) Adjournment**

27 End: 6:30 PM
28

29 **NEXT MEETING OF COUNCIL: JANUARY 20, 2026**



January 12, 2026
Special Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:44pm

2) Roll Call of Council Members

Present: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda

Excused: None

Also Present: Mayor Petras, Director Hanna, Clerk Balester

3) Excuse absent members

- None

4) Amendments to the Agenda

Motion to amend agenda to add RES 004-2026 to First Reading Only and RES 005, 006, and 007 to First Reading - Consideration of Adoption

Requested: Jim Posch

Seconded:

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen, Tony Cuda

No: None

MOTION PASSED

5) 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*

1 Safety and Health. See Resolution 97-2022 for a list of Council Committee
2 subject matter areas.
3

4 **a. First Readings – Consideration of Adoption Requested**
5

6 **RESOLUTION NO. 002-2026(PSH): First Reading.** A Resolution
7 authorizing an agreement with Ken Ganley Ford, Inc., DBA KG Norton, LLC.,
8 for the purchase of five 2026 Ford Utility Hybrid Police Interceptors for the
9 Cleveland Heights Police Department; and declaring the necessity that this
10 legislation become immediately effective as an emergency measure.
11

12 Introduced by Mayor Petras

13 **Motion to adopt:** Gail Larson

14 **Seconded:** Craig Cobb
15

16 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
17 Tony Cuda

18 **No:** None
19

LEGISLATION PASSED

20 **RESOLUTION NO. 003-2026(PSH): First Reading.** A Resolution
21 authorizing an agreement with KG Norton, LLC. d/b/a Ganley Ford, Inc. for
22 the purchase of two 2026 Ford Utility Hybrid Interceptors for the Cleveland
23 Heights Fire Department; and declaring the necessity that this legislation
24 become immediately effective as an emergency measure.
25

26 Introduced by Mayor Petras

27 **Motion to adopt:** Gail Larson

28 **Seconded:** Craig Cobb
29

30 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
31 Tony Cuda

32 **No:** None
33

LEGISLATION PASSED

34 **RESOLUTION NO. 005-2026(COTW): First Reading.** A Resolution
35 confirming the Mayor's reappointment of Collette Clinkscale as Director of
36 Public Works for the City of Cleveland Heights; and declaring the necessity
37 that this legislation become immediately effective as an emergency measure.
38

39 Introduced by Mayor Petras

Motion to adopt: Jim Posch
Seconded: Gail Larson

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
Tony Cuda
No: None

LEGISLATION PASSED

RESOLUTION NO. 006-2026(COTW): First Reading. A Resolution
confirming the Mayor's reappointment of Eric Zamft as Director of Planning &
Development for the City of Cleveland Heights; and declaring the necessity
that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jim Posch
Seconded: Gail Larson

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
Tony Cuda
No: None

LEGISLATION PASSED

RESOLUTION NO. 007-2026(COTW): First Reading. A Resolution
confirming the Mayor's reappointment of William R. Hanna as Director of Law
for the City of Cleveland Heights; and declaring the necessity that this
legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

Motion to adopt: Jim Posch
Seconded: Gail Larson

Yes: Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
Tony Cuda
No: None

LEGISLATION PASSED

b. First Readings Only

RESOLUTION NO. 004-2025(CRR): First Reading. A Resolution
authorizing the Mayor to execute an agreement with Farnham Equipment
Company through the Sourcewell Cooperative Purchasing Program, for the
provision, installation of, and related construction services for, the
improvement of new seating for the Community Center's Main Gymnasium;
and declaring the necessity that this legislation be effective immediately as an
emergency measure.

1 Introduced by Mayor Petras

2 **READ INTO THE RECORD**

3 **6) Adjournment**

4 End: 8:00pm

5
6 **NEXT MEETING OF COUNCIL: JANUARY 20, 2026**

DRAFT

Memo

To: Mayor Jim Petras

From: Rachun Caldwell

Date: January 16, 2026

Re: Budget Amendment Request- For Council Meeting on January 20, 2026

The Administration is requesting the following amendments to be made to the 2026 Budget:

1. An additional \$222,170 in Fund 101, General Fund.
 - a. This will increase the O.T.P.S category in the Planning Department by \$222,170.
 - b. Funds for this project were previously encumbered and subsequently decertified in 2025. Funding is needed to encumber the Zone Co contract.
 - c. This will be funded through the unencumbered General Fund Balance.
2. An additional \$300,000 in Fund 240, Federal Miscellaneous Grant Fund.
 - a. This will increase the Capital category in the Police Department by \$300,000.
 - b. This will have a net effect of \$0 because the City was awarded a 100% reimbursable grant through the DOJ for crime reduction, which will be drawn once expenses occur.
 - c. Funded through a Department of Justice Grant for the purchase of four Police vehicles and subsequent upfitting.
3. An additional \$78,897.50 in the Lead Safe Fund.
 - a. This will increase the O.T.P.S. for the CDBG Housing Program Grant line item.
 - b. This will have a net effect of \$0 because the City will be reimbursed 100% through the State of Ohio's Lead Safe Grant.
 - c. These funds are needed to execute a contract with Susic Painting and Remodeling, LLC.
4. An additional \$75,845 in the CDBG Fund.
 - a. This will increase the O.T.P.S. for the Housing Program Grant line item.
 - b. This will have a net effect of \$0 because the City will be reimbursed 100% through the State of Ohio's Lead Safe Grant.
 - c. These funds are needed to execute a contract with Green Home Solutions, LLC.

2026 Budget Adjustments													
Ordinance #008-2026													
Cash Supplement and Inter-Departmental Transfers													
		2026 Budget							2026 Budget				
Fund #	Fund Description	Adjustment	Fund	Department No.	Department Description	Account	Description	Ordinance Description	Adjustment	Budget Adjustment Notes	Funding Source	Requesting	
												Department	
101	General Fund	\$ 222,170.00	101	5101	Planning	2055.0	Contractual	O.T.P.S	\$ 222,170.00	Budget Amendment for 2026 Zoning Code Update	Budget Increase-From F101 UE Cash Balance	Planning	
	Budget Adjustment Total	\$ 222,170.00						Budget Adjustment Total	\$ 222,170.00				
240	Federal Miscellaneous Grants	\$ 300,000.00	240	7201	Police	3004.0	Cap Equipment	Capital	\$ 300,000.00	Purchase and upfitting for (4) 2026 Ford Hybrid SUVs	Offset by Reimbursable Grant	Police	
	Budget Adjustment Total	\$ 300,000.00						Budget Adjustment Total	\$ 300,000.00				
226	Federal Miscellaneous Grants	\$ 78,897.50	226	5303	CDBG Housing Pres Office	2758.03	Lead Paint Abatement BOH	O.T.P.S	\$ 78,897.50	Funding required to execute Sosic Painting & Remodeling Contract for Lead Abatement Services.	Offset by Reimbursable Grant	Planning	
	Budget Adjustment Total	\$ 78,897.50						Budget Adjustment Total	\$ 78,897.50				
226	Federal Miscellaneous Grants	\$ 78,897.50	226	5701	Housing Program Grants	2758.0	Lead Paint Abatement	O.T.P.S	\$ 75,845.00	Funding required to execute Green Home Solutions Contract for Lead Abatement Services.	Offset by Reimbursable Grant	Planning	
	Budget Adjustment Total	\$ 78,897.50						Budget Adjustment Total	\$ 75,845.00				
	Grand Total Budget Adjustment	\$ 679,965.00						Grand Total Budget Adjustment	\$ 676,912.50				
	Budget Increase Funding Source	Budget Impact											
	Budget Increase-From Fund 101 UE Cash	\$ 222,170.00											
	Budget Increase-From Fund 213 UE Cash	\$ -											
	Intradepartment Transfer	\$ -											
	Interdepartment Transfer	\$ -											
	Offset by Revenue Increase Received**	\$ -											
	Offset by Reimbursable Grant**	\$ 454,742.50											
		\$ 676,912.50											
	**Grant Receipts to offset expenses, for a net \$0 impact for this request.												

Proposed: 01/20/2026

ORDINANCE NO. 008-2026(F), *First Reading*

By Mayor Petras

An Ordinance to amend certain subparagraphs of Ordinance No. 241-2025, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2026; 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. 241-2026, 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. 241-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2026 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, 2026, 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. 241-2025, 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

ORDINANCE NO. 008-2025(F)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Expenditures	(All)								
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026	Adjustments YTD	Amended Budget	
101 - General	1101 - City Council	Personal Services	\$229,421.00		\$229,421.00		\$0.00	\$229,421.00	
		O.T.P.S.	\$152,300.00		\$152,300.00		\$0.00	\$152,300.00	
	1101 - City Council Total		\$381,721.00	\$0.00	\$381,721.00		\$0.00	\$381,721.00	
								\$0.00	
	2101 - Mayor	Personal Services	\$681,399.00		\$681,399.00		\$0.00	\$681,399.00	
		O.T.P.S.	\$204,250.00		\$204,250.00		\$0.00	\$204,250.00	
	2101 - Mayor Total		\$885,649.00	\$0.00	\$885,649.00		\$0.00	\$885,649.00	
								\$0.00	
	2106 - Civil Service Commission	Personal Services	\$2,680.00		\$2,680.00		\$0.00	\$2,680.00	
		O.T.P.S.	\$37,000.00		\$37,000.00		\$0.00	\$37,000.00	
	2106 - Civil Service Commission Total		\$39,680.00	\$0.00	\$39,680.00		\$0.00	\$39,680.00	
								\$0.00	
	2107 - Landmark Commission	O.T.P.S.	\$34,465.00		\$34,465.00		\$0.00	\$34,465.00	
	2107 - Landmark Commission Total		\$34,465.00	\$0.00	\$34,465.00		\$0.00	\$34,465.00	
								\$0.00	
	2108 - General Operations	Personal Services	\$572,940.00		\$572,940.00		\$0.00	\$572,940.00	
		O.T.P.S.	\$1,770,700.00		\$1,770,700.00		\$0.00	\$1,770,700.00	
	2108 - General Operations Total		\$2,343,640.00	\$0.00	\$2,343,640.00		\$0.00	\$2,343,640.00	
								\$0.00	
	2201 - Information Technology	Personal Services	\$554,888.00		\$554,888.00		\$0.00	\$554,888.00	
		O.T.P.S.	\$381,194.00		\$381,194.00		\$0.00	\$381,194.00	
		Capital	\$106,433.00		\$106,433.00		\$0.00	\$106,433.00	
	2201 - Information Technology Total		\$1,042,515.00	\$0.00	\$1,042,515.00		\$0.00	\$1,042,515.00	
								\$0.00	
	2501 - Community Relations	Personal Services	\$686,294.00		\$686,294.00		\$0.00	\$686,294.00	
		O.T.P.S.	\$172,093.00	\$150,000.00	\$322,093.00		\$0.00	\$322,093.00	
	2501 - Community Relations Total		\$858,387.00	\$150,000.00	\$1,008,387.00		\$0.00	\$1,008,387.00	
								\$0.00	
	3101 - Finance	Personal Services	\$970,843.00		\$970,843.00		\$0.00	\$970,843.00	
		O.T.P.S.	\$346,560.00		\$346,560.00		\$0.00	\$346,560.00	
	3101 - Finance Total		\$1,317,403.00	\$0.00	\$1,317,403.00		\$0.00	\$1,317,403.00	
								\$0.00	
	3103 - County Auditors Deduction	O.T.P.S.	\$250,000.00		\$250,000.00		\$0.00	\$250,000.00	
	3103 - County Auditors Deduction Total		\$250,000.00	\$0.00	\$250,000.00		\$0.00	\$250,000.00	
								\$0.00	
	3201 - Income Tax	O.T.P.S.	\$1,176,750.00		\$1,176,750.00		\$0.00	\$1,176,750.00	
	3201 - Income Tax Total		\$1,176,750.00	\$0.00	\$1,176,750.00		\$0.00	\$1,176,750.00	
								\$0.00	
	3301 - Human Resources	Personal Services	\$401,055.00		\$401,055.00		\$0.00	\$401,055.00	
		O.T.P.S.	\$103,500.00		\$103,500.00		\$0.00	\$103,500.00	
	3301 - Human Resources Total		\$504,555.00	\$0.00	\$504,555.00		\$0.00	\$504,555.00	
								\$0.00	
	4101 - Law	Personal Services	\$1,118,337.00	\$154,000.00	\$1,272,337.00		\$0.00	\$1,272,337.00	
		O.T.P.S.	\$566,550.00		\$566,550.00		\$0.00	\$566,550.00	
		Capital	\$15,000.00		\$15,000.00		\$0.00	\$15,000.00	
	4101 - Law Total		\$1,699,887.00	\$154,000.00	\$1,853,887.00		\$0.00	\$1,853,887.00	
								\$0.00	
	5101 - Planning	Personal Services	\$2,814,116.00		\$2,814,116.00		\$0.00	\$2,814,116.00	
		O.T.P.S.	\$488,910.00	\$100,000.00	\$588,910.00	\$222,170.00	\$222,170.00	\$811,080.00	
		Capital	\$21,000.00		\$21,000.00		\$0.00	\$21,000.00	
	5101 - Planning Total		\$3,324,026.00	\$100,000.00	\$3,424,026.00		\$0.00	\$3,424,026.00	
								\$0.00	
	5102 - Planning Commission	Personal Services	\$7,870.00		\$7,870.00		\$0.00	\$7,870.00	
		O.T.P.S.	\$200.00		\$200.00		\$0.00	\$200.00	
		Capital	\$5,350.00		\$5,350.00		\$0.00	\$5,350.00	
		Non-Government	\$100.00		\$100.00		\$0.00	\$100.00	
	5102 - Planning Commission Total		\$13,520.00	\$0.00	\$13,520.00		\$0.00	\$13,520.00	
								\$0.00	
	5103 - Board Of Zoning Appeals	Personal Services	\$5,475.00		\$5,475.00		\$0.00	\$5,475.00	
		O.T.P.S.	\$5,600.00		\$5,600.00		\$0.00	\$5,600.00	
		Non-Government	\$350.00		\$350.00		\$0.00	\$350.00	
	5103 - Board Of Zoning Appeals Total		\$11,425.00	\$0.00	\$11,425.00		\$0.00	\$11,425.00	
								\$0.00	
	5104 - SID (Spec Impr District)	O.T.P.S.	\$524,262.00		\$524,262.00		\$0.00	\$524,262.00	
	5104 - SID (Spec Impr District) Total		\$524,262.00	\$0.00	\$524,262.00		\$0.00	\$524,262.00	
								\$0.00	
	5106 - Architect Bd of Review	Personal Services	\$5,985.00		\$5,985.00		\$0.00	\$5,985.00	
		O.T.P.S.	\$5,750.00		\$5,750.00		\$0.00	\$5,750.00	
		Non-Government	\$750.00		\$750.00		\$0.00	\$750.00	
	5106 - Architect Bd of Review Total		\$12,485.00	\$0.00	\$12,485.00		\$0.00	\$12,485.00	
								\$0.00	
	5303 - CDBG Housing Pres Office	O.T.P.S.	\$900,000.00		\$900,000.00		\$0.00	\$900,000.00	
	5303 - CDBG Housing Pres Office Total		\$900,000.00	\$0.00	\$900,000.00		\$0.00	\$900,000.00	

Expenditures	(All)								
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026	Adjustments YTD	Amended Budget	
									\$0.00
	5602 - SBA Performance Grants	O.T.P.S.	\$150,000.00		\$150,000.00		\$0.00		\$150,000.00
	5602 - SBA Performance Grants Total		\$150,000.00	\$0.00	\$150,000.00		\$0.00		\$150,000.00
									\$0.00
	6201 - Service Admin	Personal Services	\$546,512.00		\$546,512.00		\$0.00		\$546,512.00
		O.T.P.S.	\$15,085.00		\$15,085.00		\$0.00		\$15,085.00
		Capital	\$11,200.00		\$11,200.00		\$0.00		\$11,200.00
	6201 - Service Admin Total		\$572,797.00	\$0.00	\$572,797.00		\$0.00		\$572,797.00
									\$0.00
	6202 - Capital Projects Admin	O.T.P.S.	\$50,000.00		\$50,000.00		\$0.00		\$50,000.00
	6202 - Capital Projects Admin Total		\$50,000.00	\$0.00	\$50,000.00		\$0.00		\$50,000.00
									\$0.00
	6207 - Vehicle Maintenance	Personal Services	\$1,426,723.00		\$1,426,723.00		\$0.00		\$1,426,723.00
		O.T.P.S.	\$1,497,690.00		\$1,497,690.00		\$0.00		\$1,497,690.00
		Capital	\$32,000.00		\$32,000.00		\$0.00		\$32,000.00
	6207 - Vehicle Maintenance Total		\$2,956,413.00	\$0.00	\$2,956,413.00		\$0.00		\$2,956,413.00
									\$0.00
	6208 - Street Maintenance	Personal Services	\$1,933,887.00		\$1,933,887.00		\$0.00		\$1,933,887.00
		O.T.P.S.	\$713,975.00		\$713,975.00		\$0.00		\$713,975.00
		Capital	\$21,500.00		\$21,500.00		\$0.00		\$21,500.00
	6208 - Street Maintenance Total		\$2,669,362.00	\$0.00	\$2,669,362.00		\$0.00		\$2,669,362.00
									\$0.00
	6211 - Traffic Signs & Signals	Personal Services	\$77,700.00		\$77,700.00		\$0.00		\$77,700.00
		O.T.P.S.	\$233,225.00		\$233,225.00		\$0.00		\$233,225.00
	6211 - Traffic Signs & Signals Total		\$310,925.00	\$0.00	\$310,925.00		\$0.00		\$310,925.00
									\$0.00
	6225 - DPW Public Property	Personal Services	\$852,500.00		\$852,500.00		\$0.00		\$852,500.00
		O.T.P.S.	\$1,296,000.00		\$1,296,000.00		\$0.00		\$1,296,000.00
	6225 - DPW Public Property Total		\$2,148,500.00	\$0.00	\$2,148,500.00		\$0.00		\$2,148,500.00
									\$0.00
	7201 - Police Admin	Personal Services	\$14,388,162.00		\$14,388,162.00		\$0.00		\$14,388,162.00
		O.T.P.S.	\$733,441.00		\$733,441.00		\$0.00		\$733,441.00
	7201 - Police Admin Total		\$15,121,603.00	\$0.00	\$15,121,603.00		\$0.00		\$15,121,603.00
									\$0.00
	7202 - Police Academy	Personal Services	\$221,500.00		\$221,500.00		\$0.00		\$221,500.00
		O.T.P.S.	\$84,000.00		\$84,000.00		\$0.00		\$84,000.00
	7202 - Police Academy Total		\$305,500.00	\$0.00	\$305,500.00		\$0.00		\$305,500.00
									\$0.00
	7301 - Fire Admin	Personal Services	\$12,668,564.00		\$12,668,564.00		\$0.00		\$12,668,564.00
		O.T.P.S.	\$507,995.00		\$507,995.00		\$0.00		\$507,995.00
	7301 - Fire Admin Total		\$13,176,559.00	\$0.00	\$13,176,559.00		\$0.00		\$13,176,559.00
									\$0.00
	7302 - Joint Dispatch Office	O.T.P.S.	\$1,194,309.00		\$1,194,309.00		\$0.00		\$1,194,309.00
	7302 - Joint Dispatch Office Total		\$1,194,309.00	\$0.00	\$1,194,309.00		\$0.00		\$1,194,309.00
									\$0.00
	7303 - Fire Prevention	Personal Services	\$262,269.00		\$262,269.00		\$0.00		\$262,269.00
		O.T.P.S.	\$26,451.00		\$26,451.00		\$0.00		\$26,451.00
		Capital	\$3,000.00		\$3,000.00		\$0.00		\$3,000.00
	7303 - Fire Prevention Total		\$291,720.00	\$0.00	\$291,720.00		\$0.00		\$291,720.00
									\$0.00
	7401 - Building Services	O.T.P.S.	\$154,300.00		\$154,300.00		\$0.00		\$154,300.00
		Non-Government	\$5,000.00		\$5,000.00		\$0.00		\$5,000.00
	7401 - Building Services Total		\$159,300.00	\$0.00	\$159,300.00		\$0.00		\$159,300.00
									\$0.00
	7402 - Housing Inspections	Personal Services	\$3,215.00		\$3,215.00		\$0.00		\$3,215.00
		O.T.P.S.	\$160,900.00		\$160,900.00		\$0.00		\$160,900.00
		Non-Government	\$4,000.00		\$4,000.00		\$0.00		\$4,000.00
	7402 - Housing Inspections Total		\$168,115.00	\$0.00	\$168,115.00		\$0.00		\$168,115.00
									\$0.00
	8101 - Community Services Admin	O.T.P.S.	\$7,480.00		\$7,480.00		\$0.00		\$7,480.00
	8101 - Community Services Admin Total		\$7,480.00	\$0.00	\$7,480.00		\$0.00		\$7,480.00
									\$0.00
	8201 - Public Prop/Park Maint	Personal Services	\$1,053,810.00		\$1,053,810.00		\$0.00		\$1,053,810.00
		O.T.P.S.	\$226,000.00		\$226,000.00		\$0.00		\$226,000.00
	8201 - Public Prop/Park Maint Total		\$1,279,810.00	\$0.00	\$1,279,810.00		\$0.00		\$1,279,810.00
									\$0.00
	8401 - Parks & Recreation Admin	Personal Services	\$1,180,627.00		\$1,180,627.00		\$0.00		\$1,180,627.00
		O.T.P.S.	\$51,500.00		\$51,500.00		\$0.00		\$51,500.00
	8401 - Parks & Recreation Admin Total		\$1,232,127.00	\$0.00	\$1,232,127.00		\$0.00		\$1,232,127.00
									\$0.00
	8402 - Playgrounds	O.T.P.S.	\$76,200.00		\$76,200.00		\$0.00		\$76,200.00
	8402 - Playgrounds Total		\$76,200.00	\$0.00	\$76,200.00		\$0.00		\$76,200.00
									\$0.00

Expenditures	(All)								
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026	Adjustments YTD	Amended Budget	
	8403 - Swimming Pools	Personal Services	\$407,200.00		\$407,200.00		\$0.00	\$407,200.00	
		O.T.P.S.	\$230,300.00		\$230,300.00		\$0.00	\$230,300.00	
	8403 - Swimming Pools Total		\$637,500.00	\$0.00	\$637,500.00		\$0.00	\$637,500.00	
								\$0.00	
	8405 - Ice Programs	Personal Services	\$311,000.00		\$311,000.00		\$0.00	\$311,000.00	
		O.T.P.S.	\$40,250.00		\$40,250.00		\$0.00	\$40,250.00	
	8405 - Ice Programs Total		\$351,250.00	\$0.00	\$351,250.00		\$0.00	\$351,250.00	
								\$0.00	
	8406 - General Recreation Prog	Personal Services	\$156,152.00		\$156,152.00		\$0.00	\$156,152.00	
		O.T.P.S.	\$243,400.00		\$243,400.00		\$0.00	\$243,400.00	
	8406 - General Recreation Prog Total		\$399,552.00	\$0.00	\$399,552.00		\$0.00	\$399,552.00	
								\$0.00	
	8409 - Sports Programs	Personal Services	\$145,600.00		\$145,600.00		\$0.00	\$145,600.00	
		O.T.P.S.	\$119,750.00		\$119,750.00		\$0.00	\$119,750.00	
	8409 - Sports Programs Total		\$265,350.00	\$0.00	\$265,350.00		\$0.00	\$265,350.00	
								\$0.00	
	8411 - Community Center Admin	Personal Services	\$699,097.00		\$699,097.00		\$0.00	\$699,097.00	
		O.T.P.S.	\$424,100.00		\$424,100.00		\$0.00	\$424,100.00	
		Non-Government	\$1,400.00		\$1,400.00		\$0.00	\$1,400.00	
	8411 - Community Center Admin Total		\$1,124,597.00	\$0.00	\$1,124,597.00		\$0.00	\$1,124,597.00	
								\$0.00	
	8501 - Office On Aging Admin	Personal Services	\$214,965.00		\$214,965.00		\$0.00	\$214,965.00	
		O.T.P.S.	\$40,110.00		\$40,110.00		\$0.00	\$40,110.00	
	8501 - Office On Aging Admin Total		\$255,075.00	\$0.00	\$255,075.00		\$0.00	\$255,075.00	
								\$0.00	
	8601 - Public Health Admin	O.T.P.S.	\$375,000.00		\$375,000.00		\$0.00	\$375,000.00	
	8601 - Public Health Admin Total		\$375,000.00	\$0.00	\$375,000.00		\$0.00	\$375,000.00	
								\$0.00	
	8701 - Animal Protection	O.T.P.S.	\$75,000.00		\$75,000.00		\$0.00	\$75,000.00	
	8701 - Animal Protection Total		\$75,000.00	\$0.00	\$75,000.00		\$0.00	\$75,000.00	
								\$0.00	
	9101 - Municipal Court	Personal Services	\$1,374,379.00		\$1,374,379.00		\$0.00	\$1,374,379.00	
		O.T.P.S.	\$182,500.00		\$182,500.00		\$0.00	\$182,500.00	
	9101 - Municipal Court Total		\$1,556,879.00	\$0.00	\$1,556,879.00		\$0.00	\$1,556,879.00	
								\$0.00	
101 - General Total			\$62,231,293.00	\$404,000.00	\$62,635,293.00		\$0.00	\$62,635,293.00	
								\$0.00	
201 - Street Constr, Maint	6201 - Maint,Service Admin	Personal Services	\$42,335.00		\$42,335.00		\$0.00	\$42,335.00	
	6201 - Maint,Service Admin Total		\$42,335.00	\$0.00	\$42,335.00		\$0.00	\$42,335.00	
								\$0.00	
	6208 - Maint,Street Maintenance	Personal Services	\$102,444.00		\$102,444.00		\$0.00	\$102,444.00	
		O.T.P.S.	\$500.00		\$500.00		\$0.00	\$500.00	
	6208 - Maint,Street Maintenance Total		\$102,944.00	\$0.00	\$102,944.00		\$0.00	\$102,944.00	
								\$0.00	
	6211 - Maint,Traffic Signs & Signals	Capital	\$40,000.00		\$40,000.00		\$0.00	\$40,000.00	
	6211 - Maint,Traffic Signs & Signals Total		\$40,000.00	\$0.00	\$40,000.00		\$0.00	\$40,000.00	
								\$0.00	
	6213 - Maint,Monticello Blvd	O.T.P.S.	\$37,801.00		\$37,801.00		\$0.00	\$37,801.00	
	6213 - Maint,Monticello Blvd Total		\$37,801.00	\$0.00	\$37,801.00		\$0.00	\$37,801.00	
								\$0.00	
	6215 - Maint,Road Repaving-State/Cnty	O.T.P.S.	\$1,992.00		\$1,992.00		\$0.00	\$1,992.00	
	6215 - Maint,Road Repaving-State/Cnty Total		\$1,992.00	\$0.00	\$1,992.00		\$0.00	\$1,992.00	
								\$0.00	
	6220 - Maint,Taylor Road	O.T.P.S.	\$63,800.00		\$63,800.00		\$0.00	\$63,800.00	
	6220 - Maint,Taylor Road Total		\$63,800.00	\$0.00	\$63,800.00		\$0.00	\$63,800.00	
								\$0.00	
	6236 - Maint,Annual Street Surface	Capital	\$4,000,000.00	\$1,500,000.00	\$5,500,000.00		\$0.00	\$5,500,000.00	
	6236 - Maint,Annual Street Surface Total		\$4,000,000.00	\$1,500,000.00	\$5,500,000.00		\$0.00	\$5,500,000.00	
								\$0.00	
	6312 - Maint,Meadowbrook Blvd Rehab	O.T.P.S.	\$118,921.00		\$118,921.00		\$0.00	\$118,921.00	
	6312 - Maint,Meadowbrook Blvd Rehab Total		\$118,921.00	\$0.00	\$118,921.00		\$0.00	\$118,921.00	
								\$0.00	
201 - Street Constr, Maint Total			\$4,407,793.00	\$1,500,000.00	\$5,907,793.00		\$0.00	\$5,907,793.00	
								\$0.00	
206 - Law Enforcement	7205 - Law Enforcement	O.T.P.S.	\$64,200.00		\$64,200.00		\$0.00	\$64,200.00	
	7205 - Law Enforcement Total		\$64,200.00	\$0.00	\$64,200.00		\$0.00	\$64,200.00	
								\$0.00	
	7210 - Law Enforcement Grants	Capital	\$41,400.00		\$41,400.00		\$0.00	\$41,400.00	
	7210 - Law Enforcement Grants Total		\$41,400.00	\$0.00	\$41,400.00		\$0.00	\$41,400.00	
								\$0.00	
206 - Law Enforcement Total			\$105,600.00	\$0.00	\$105,600.00		\$0.00	\$105,600.00	
								\$0.00	
207 - Drug Law Enforc	7206 - Drug Law Enforcement	Personal Services	\$62,000.00		\$62,000.00		\$0.00	\$62,000.00	

Expenditures	(All)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														</
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Expenditures	(All)								
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026	Adjustments YTD	Amended Budget	
	2502 - Public Relations	Personal Services	\$15,450.00		\$15,450.00		\$0.00	\$15,450.00	
	2502 - Public Relations Total		\$15,450.00	\$0.00	\$15,450.00		\$0.00	\$15,450.00	
							\$0.00	\$0.00	
	2601 - Cable TV Admin	Personal Services	\$60.00		\$60.00		\$0.00	\$60.00	
		O.T.P.S.	\$207,400.00		\$207,400.00		\$0.00	\$207,400.00	
		Capital	\$119,000.00		\$119,000.00		\$0.00	\$119,000.00	
	2601 - Cable TV Admin Total		\$326,460.00	\$0.00	\$326,460.00		\$0.00	\$326,460.00	
							\$0.00	\$0.00	
	214 - Local Programming Total		\$440,910.00	\$0.00	\$440,910.00		\$0.00	\$440,910.00	
							\$0.00	\$0.00	
215 - Cain Park Opera	8901 - Cain Park Admin/Start-Up	Personal Services	\$379,608.00		\$379,608.00		\$0.00	\$379,608.00	
		O.T.P.S.	\$2,079,700.00		\$2,079,700.00		\$0.00	\$2,079,700.00	
	8901 - Cain Park Admin/Start-Up Total		\$2,459,308.00	\$0.00	\$2,459,308.00		\$0.00	\$2,459,308.00	
							\$0.00	\$0.00	
	8905 - Arts Festival/Art Gallery	O.T.P.S.	\$54,000.00		\$54,000.00		\$0.00	\$54,000.00	
	8905 - Arts Festival/Art Gallery Total		\$54,000.00	\$0.00	\$54,000.00		\$0.00	\$54,000.00	
							\$0.00	\$0.00	
	8906 - Theater	O.T.P.S.	\$164,500.00		\$164,500.00		\$0.00	\$164,500.00	
	8906 - Theater Total		\$164,500.00	\$0.00	\$164,500.00		\$0.00	\$164,500.00	
							\$0.00	\$0.00	
	215 - Cain Park Operating Total		\$2,677,808.00	\$0.00	\$2,677,808.00		\$0.00	\$2,677,808.00	
							\$0.00	\$0.00	
216 - Rec Fac Imp Fur	8301 - Park Maintenance Admin	O.T.P.S.	\$209,000.00		\$209,000.00		\$0.00	\$209,000.00	
	8301 - Park Maintenance Admin Total		\$209,000.00	\$0.00	\$209,000.00		\$0.00	\$209,000.00	
							\$0.00	\$0.00	
	216 - Rec Fac Imp Fund Total		\$209,000.00	\$0.00	\$209,000.00		\$0.00	\$209,000.00	
							\$0.00	\$0.00	
221 - Indigent DUI Tre	9101 - Municipal Court	O.T.P.S.	\$14,500.00		\$14,500.00		\$0.00	\$14,500.00	
	9101 - Municipal Court Total		\$14,500.00	\$0.00	\$14,500.00		\$0.00	\$14,500.00	
							\$0.00	\$0.00	
	221 - Indigent DUI Treatment Total		\$14,500.00	\$0.00	\$14,500.00		\$0.00	\$14,500.00	
							\$0.00	\$0.00	
222 - Muni Ct-Comput	9101 - Municipal Court	Personal Services	\$9,816.00		\$9,816.00		\$0.00	\$9,816.00	
		O.T.P.S.	\$40,000.00		\$40,000.00		\$0.00	\$40,000.00	
		Capital	\$15,000.00		\$15,000.00		\$0.00	\$15,000.00	
	9101 - Municipal Court Total		\$64,816.00	\$0.00	\$64,816.00		\$0.00	\$64,816.00	
							\$0.00	\$0.00	
	222 - Muni Ct-Computerization Total		\$64,816.00	\$0.00	\$64,816.00		\$0.00	\$64,816.00	
							\$0.00	\$0.00	
225 - Muni Ct Special	9101 - Municipal Court	Personal Services	\$24,879.00		\$24,879.00		\$0.00	\$24,879.00	
		O.T.P.S.	\$33,500.00		\$33,500.00		\$0.00	\$33,500.00	
		Capital	\$55,000.00		\$55,000.00		\$0.00	\$55,000.00	
	9101 - Municipal Court Total		\$113,379.00	\$0.00	\$113,379.00		\$0.00	\$113,379.00	
							\$0.00	\$0.00	
	225 - Muni Ct Special Projects Total		\$113,379.00	\$0.00	\$113,379.00		\$0.00	\$113,379.00	
							\$0.00	\$0.00	
226 - Lead Safe Cuyah	5303 - CDBG Housing Pres Office	Personal Services	\$46,127.00		\$46,127.00	\$78,897.50	\$78,897.50	\$125,024.50	
	5303 - CDBG Housing Pres Office Total		\$46,127.00	\$0.00	\$46,127.00		\$0.00	\$46,127.00	
							\$0.00	\$0.00	
	5701 - Housing Program Grants	Personal Services	\$47,042.00		\$47,042.00	\$75,845.00	\$75,845.00	\$122,887.00	
		O.T.P.S.	\$100,000.00		\$100,000.00		\$0.00	\$100,000.00	
	5701 - Housing Program Grants Total		\$147,042.00	\$0.00	\$147,042.00		\$0.00	\$147,042.00	
							\$0.00	\$0.00	
	226 - Lead Safe Cuyahoga Total		\$193,169.00	\$0.00	\$193,169.00		\$0.00	\$193,169.00	
							\$0.00	\$0.00	
228 - CDBG-COVID	5203 - CDBG Admin Contracts	O.T.P.S.	\$100,000.00		\$100,000.00		\$0.00	\$100,000.00	
	5203 - CDBG Admin Contracts Total		\$100,000.00	\$0.00	\$100,000.00		\$0.00	\$100,000.00	
							\$0.00	\$0.00	
	5220 - CDBG Office On Aging	O.T.P.S.	\$2,352.00		\$2,352.00		\$0.00	\$2,352.00	
	5220 - CDBG Office On Aging Total		\$2,352.00	\$0.00	\$2,352.00		\$0.00	\$2,352.00	
							\$0.00	\$0.00	
	5224 - CDBG Admin	O.T.P.S.	\$12,460.00		\$12,460.00		\$0.00	\$12,460.00	
	5224 - CDBG Admin Total		\$12,460.00	\$0.00	\$12,460.00		\$0.00	\$12,460.00	
							\$0.00	\$0.00	
	5228 - CDBG Public Works	Capital	\$93,038.00		\$93,038.00		\$0.00	\$93,038.00	
	5228 - CDBG Public Works Total		\$93,038.00	\$0.00	\$93,038.00		\$0.00	\$93,038.00	
							\$0.00	\$0.00	
	228 - CDBG-COVID Total		\$207,850.00	\$0.00	\$207,850.00		\$0.00	\$207,850.00	
							\$0.00	\$0.00	
230 - Street Lighting	3101 - Finance	O.T.P.S.	\$15,000.00		\$15,000.00		\$0.00	\$15,000.00	
	3101 - Finance Total		\$15,000.00	\$0.00	\$15,000.00		\$0.00	\$15,000.00	
							\$0.00	\$0.00	

Expenditures	(All)									
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026		Adjustments YTD	Amended Budget	
	6211 - Traffic Signs & Signals	O.T.P.S.	\$1,025,000.00		\$1,025,000.00			\$0.00	\$1,025,000.00	
	6211 - Traffic Signs & Signals Total		\$1,025,000.00	\$0.00	\$1,025,000.00			\$0.00	\$1,025,000.00	
								\$0.00	\$0.00	
230 - Street Lighting Total			\$1,040,000.00	\$0.00	\$1,040,000.00			\$0.00	\$1,040,000.00	
								\$0.00	\$0.00	
231 - Tree	8801 - Forestry	Personal Services	\$918,965.00		\$918,965.00			\$0.00	\$918,965.00	
		O.T.P.S.	\$503,505.00		\$503,505.00			\$0.00	\$503,505.00	
		Capital	\$302,000.00		\$302,000.00			\$0.00	\$302,000.00	
	8801 - Forestry Total		\$1,724,470.00	\$0.00	\$1,724,470.00			\$0.00	\$1,724,470.00	
								\$0.00	\$0.00	
231 - Tree Total			\$1,724,470.00	\$0.00	\$1,724,470.00			\$0.00	\$1,724,470.00	
								\$0.00	\$0.00	
232 - Police Pension	7201 - Police Admin	Personal Services	\$382,650.00		\$382,650.00			\$0.00	\$382,650.00	
	7201 - Police Admin Total		\$382,650.00	\$0.00	\$382,650.00			\$0.00	\$382,650.00	
								\$0.00	\$0.00	
232 - Police Pension Total			\$382,650.00	\$0.00	\$382,650.00			\$0.00	\$382,650.00	
								\$0.00	\$0.00	
233 - Fire Pension	7301 - Fire Admin	Personal Services	\$382,650.00		\$382,650.00			\$0.00	\$382,650.00	
	7301 - Fire Admin Total		\$382,650.00	\$0.00	\$382,650.00			\$0.00	\$382,650.00	
								\$0.00	\$0.00	
233 - Fire Pension Total			\$382,650.00	\$0.00	\$382,650.00			\$0.00	\$382,650.00	
								\$0.00	\$0.00	
234 - Earned Benefits	2108 - General Operations	Personal Services	\$300,000.00		\$300,000.00			\$0.00	\$300,000.00	
	2108 - General Operations Total		\$300,000.00	\$0.00	\$300,000.00			\$0.00	\$300,000.00	
								\$0.00	\$0.00	
234 - Earned Benefits Total			\$300,000.00	\$0.00	\$300,000.00			\$0.00	\$300,000.00	
								\$0.00	\$0.00	
240 - Federal Miscellaneous	5101 - Planning	O.T.P.S.	\$1,500,000.00		\$1,500,000.00			\$0.00	\$1,500,000.00	
	5101 - Planning Total		\$1,500,000.00	\$0.00	\$1,500,000.00			\$0.00	\$1,500,000.00	
								\$0.00	\$0.00	
	7201 - Police Admin	Personal Services	\$48,411.00		\$48,411.00			\$0.00	\$48,411.00	
		Capital	\$0.00	\$0.00	\$0.00	\$300,000.00		\$300,000.00	\$300,000.00	
	7201 - Police Admin Total		\$48,411.00	\$0.00	\$48,411.00			\$300,000.00	\$348,411.00	
240 - Federal Miscellaneous Grants Total			\$1,548,411.00	\$0.00	\$1,548,411.00			\$0.00	\$1,548,411.00	
								\$0.00	\$0.00	
244 - NOPEC Fund	3101 - Finance	O.T.P.S.	\$0.00	\$230,000.00	\$230,000.00			\$0.00	\$230,000.00	
	3101 - Finance Total		\$0.00	\$230,000.00	\$230,000.00			\$0.00	\$230,000.00	
								\$0.00	\$0.00	
260 - Top of the Hill TIFF Total			\$0.00	\$230,000.00	\$230,000.00			\$0.00	\$230,000.00	
								\$0.00	\$0.00	
260 - Top of the Hill TIFF	3101 - Finance	O.T.P.S.	\$0.00	\$1,500,000.00	\$1,500,000.00			\$0.00	\$1,500,000.00	
	3101 - Finance Total		\$0.00	\$1,500,000.00	\$1,500,000.00			\$0.00	\$1,500,000.00	
								\$0.00	\$0.00	
260 - Top of the Hill TIFF Total			\$0.00	\$1,500,000.00	\$1,500,000.00			\$0.00	\$1,500,000.00	
								\$0.00	\$0.00	
301 - G.O. Bond Retirement	3101 - Finance	O.T.P.S.	\$3,164,927.00		\$3,164,927.00			\$0.00	\$3,164,927.00	
	3101 - Finance Total		\$3,164,927.00	\$0.00	\$3,164,927.00			\$0.00	\$3,164,927.00	
								\$0.00	\$0.00	
301 - G.O. Bond Retirement Total			\$3,164,927.00	\$0.00	\$3,164,927.00			\$0.00	\$3,164,927.00	
								\$0.00	\$0.00	
402 - Financed Capital	1101 - City Council	Capital	\$3,700.00		\$3,700.00			\$0.00	\$3,700.00	
	1101 - City Council Total		\$3,700.00	\$0.00	\$3,700.00			\$0.00	\$3,700.00	
								\$0.00	\$0.00	
	2201 - Information Technology	Capital	\$759,107.00		\$759,107.00			\$0.00	\$759,107.00	
	2201 - Information Technology Total		\$759,107.00	\$0.00	\$759,107.00			\$0.00	\$759,107.00	
								\$0.00	\$0.00	
	5101 - Planning	Capital	\$1,236,000.00		\$1,236,000.00			\$0.00	\$1,236,000.00	
	5101 - Planning Total		\$1,236,000.00	\$0.00	\$1,236,000.00			\$0.00	\$1,236,000.00	
								\$0.00	\$0.00	
	6201 - Service Admin	Capital	\$1,673,500.00	(\$67,500.00)	\$1,606,000.00			\$0.00	\$1,606,000.00	
	6201 - Service Admin Total		\$1,673,500.00	(\$67,500.00)	\$1,606,000.00			\$0.00	\$1,606,000.00	
								\$0.00	\$0.00	
	7201 - Police Admin	Capital	\$412,512.00		\$412,512.00			\$0.00	\$412,512.00	
	7201 - Police Admin Total		\$412,512.00	\$0.00	\$412,512.00			\$0.00	\$412,512.00	
								\$0.00	\$0.00	
	7301 - Fire Admin	Capital	\$190,000.00		\$190,000.00			\$0.00	\$190,000.00	
	7301 - Fire Admin Total		\$190,000.00	\$0.00	\$190,000.00			\$0.00	\$190,000.00	
								\$0.00	\$0.00	
	7402 - Housing Inspections	Capital	\$3,000.00		\$3,000.00			\$0.00	\$3,000.00	
	7402 - Housing Inspections Total		\$3,000.00	\$0.00	\$3,000.00			\$0.00	\$3,000.00	

Expenditures	(All)										
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026			Adjustments YTD	Amended Budget	
	8201 - Public Prop/Park Maint	Capital	\$1,234,950.00		\$1,234,950.00			\$0.00	\$0.00		
	8201 - Public Prop/Park Maint Total		\$1,234,950.00	\$0.00	\$1,234,950.00			\$0.00	\$1,234,950.00		
402 - Financed Capital Projects Total			\$5,512,769.00	(\$67,500.00)	\$5,445,269.00			\$0.00	\$5,445,269.00		
411 - Economic Development	5101 - Planning	O.T.P.S.	\$151,850.00		\$151,850.00			\$0.00	\$0.00		
		Capital	\$60,000.00		\$60,000.00			\$0.00	\$151,850.00		
	5101 - Planning Total		\$211,850.00	\$0.00	\$211,850.00			\$0.00	\$60,000.00		
								\$0.00	\$211,850.00		
411 - Economic Development Total			\$211,850.00	\$0.00	\$211,850.00			\$0.00	\$0.00		
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair	O.T.P.S.	\$21,000.00		\$21,000.00			\$0.00	\$0.00		
	2102 - City Hall Maint/Repair Total		\$21,000.00	\$0.00	\$21,000.00			\$0.00	\$21,000.00		
								\$0.00	\$0.00		
412 - City Hall Maint & Repair Total			\$21,000.00	\$0.00	\$21,000.00			\$0.00	\$21,000.00		
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta	Capital	\$1,015,000.00	\$1,050,000.00	\$2,065,000.00			\$0.00	\$0.00		
	6203 - Refuse Coll/Transfer Sta Total		\$1,015,000.00	\$1,050,000.00	\$2,065,000.00			\$0.00	\$2,065,000.00		
								\$0.00	\$0.00		
416 - Refuse Capital Fund Total			\$1,015,000.00	\$1,050,000.00	\$2,065,000.00			\$0.00	\$2,065,000.00		
601 - Water Administration	6302 - Water Distribution	Capital	\$1,914,540.00		\$1,914,540.00			\$0.00	\$0.00		
	6302 - Water Distribution Total		\$1,914,540.00	\$0.00	\$1,914,540.00			\$0.00	\$1,914,540.00		
								\$0.00	\$0.00		
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	\$20,206.00		\$20,206.00			\$0.00	\$0.00		
	6314 - Runnymede/Quilliams Wtr Total		\$20,206.00	\$0.00	\$20,206.00			\$0.00	\$20,206.00		
								\$0.00	\$0.00		
601 - Water Administration Total			\$1,934,746.00	\$0.00	\$1,934,746.00			\$0.00	\$1,934,746.00		
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	\$1,530,953.00		\$1,530,953.00			\$0.00	\$0.00		
		O.T.P.S.	\$792,350.00		\$792,350.00			\$0.00	\$1,530,953.00		
		Capital	\$8,767,000.00		\$8,767,000.00			\$0.00	\$792,350.00		
		Non-Government	\$10,000.00		\$10,000.00			\$0.00	\$8,767,000.00		
	6205 - Sewer Maintenance Total		\$11,100,303.00	\$0.00	\$11,100,303.00			\$0.00	\$10,000.00		
								\$0.00	\$0.00		
602 - Sewerage Disposal Total			\$11,100,303.00	\$0.00	\$11,100,303.00			\$0.00	\$11,100,303.00		
603 - Parking Fund	6210 - Parking Department	O.T.P.S.	\$803,000.00		\$803,000.00			\$0.00	\$0.00		
		Non-Government	\$2,500.00		\$2,500.00			\$0.00	\$803,000.00		
	6210 - Parking Department Total		\$805,500.00	\$0.00	\$805,500.00			\$0.00	\$2,500.00		
								\$0.00	\$0.00		
603 - Parking Fund Total			\$805,500.00	\$0.00	\$805,500.00			\$0.00	\$805,500.00		
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Personal Services	\$2,835,862.00		\$2,835,862.00			\$0.00	\$0.00		
		O.T.P.S.	\$1,536,723.00		\$1,536,723.00			\$0.00	\$2,835,862.00		
		Capital	\$25,000.00		\$25,000.00			\$0.00	\$1,536,723.00		
	6203 - Refuse Coll/Transfer Sta Total		\$4,397,585.00	\$0.00	\$4,397,585.00			\$0.00	\$25,000.00		
								\$0.00	\$0.00		
605 - Refuse Fund Total			\$4,397,585.00	\$0.00	\$4,397,585.00			\$0.00	\$4,397,585.00		
606 - ALS Ambulance	7304 - ALS Ambulance Services	Personal Services	\$651,746.00		\$651,746.00			\$0.00	\$0.00		
		O.T.P.S.	\$587,760.00		\$587,760.00			\$0.00	\$651,746.00		
		Capital	\$261,986.00		\$261,986.00			\$0.00	\$587,760.00		
	7304 - ALS Ambulance Services Total		\$1,501,492.00	\$0.00	\$1,501,492.00			\$0.00	\$261,986.00		
								\$0.00	\$0.00		
606 - ALS Ambulance Services Total			\$1,501,492.00	\$0.00	\$1,501,492.00			\$0.00	\$1,501,492.00		
701 - Hospitalization Services	3101 - Finance	Personal Services	\$10,128,787.00		\$10,128,787.00			\$0.00	\$0.00		
	3101 - Finance Total		\$10,128,787.00	\$0.00	\$10,128,787.00			\$0.00	\$10,128,787.00		
								\$0.00	\$0.00		
701 - Hospitalization Self-Ins Total			\$10,128,787.00	\$0.00	\$10,128,787.00			\$0.00	\$10,128,787.00		
804 - Off/Aging Donations	8501 - Office On Aging Admin	O.T.P.S.	\$1,750.00		\$1,750.00			\$0.00	\$0.00		
	8501 - Office On Aging Admin Total		\$1,750.00	\$0.00	\$1,750.00			\$0.00	\$1,750.00		
								\$0.00	\$0.00		
804 - Off/Aging Donations Total			\$1,750.00	\$0.00	\$1,750.00			\$0.00	\$1,750.00		
808 - Youth Recreation	8101 - Community Services Admin	Non-Government	\$20,000.00		\$20,000.00			\$0.00	\$0.00		
	8101 - Community Services Admin Total		\$20,000.00	\$0.00	\$20,000.00			\$0.00	\$20,000.00		
								\$0.00	\$0.00		
808 - Youth Recreation Donation Total			\$20,000.00	\$0.00	\$20,000.00			\$0.00	\$20,000.00		

Expenditures	(All)								
Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #008-2026		Adjustments YTD	Amended Budget
811 - Juvenile Diversion	7209 - Juvenile Diversion Prog	O.T.P.S.	\$12,000.00		\$12,000.00			\$0.00	\$0.00
	7209 - Juvenile Diversion Prog Total		\$12,000.00	\$0.00	\$12,000.00			\$0.00	\$12,000.00
								\$0.00	\$0.00
811 - Juvenile Diversion Prog Total			\$12,000.00	\$0.00	\$12,000.00			\$0.00	\$12,000.00
								\$0.00	\$0.00
850 - Flexible Spending	3101 - Finance	Personal Services	\$234,352.00		\$234,352.00			\$0.00	\$234,352.00
	3101 - Finance Total		\$234,352.00	\$0.00	\$234,352.00			\$0.00	\$234,352.00
								\$0.00	\$0.00
850 - Flexible Spending Account Total			\$234,352.00	\$0.00	\$234,352.00			\$0.00	\$234,352.00
								\$0.00	\$0.00
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	\$50,000.00		\$50,000.00			\$0.00	\$50,000.00
	7201 - Police Admin Total		\$50,000.00	\$0.00	\$50,000.00			\$0.00	\$50,000.00
								\$0.00	\$0.00
	7401 - Building Services	Non-Government	\$14,000.00		\$14,000.00			\$0.00	\$14,000.00
	7401 - Building Services Total		\$14,000.00	\$0.00	\$14,000.00			\$0.00	\$14,000.00
								\$0.00	\$0.00
858 - Miscellaneous Agency Total			\$64,000.00	\$0.00	\$64,000.00			\$0.00	\$64,000.00
								\$0.00	\$0.00
Grand Total			\$122,726,562.00	\$4,616,500.00	\$127,343,062.00			\$676,912.50	\$128,019,974.50

Proposed: 01/20/2026

RESOLUTION NO. 009-2026(AS), *First Reading*

By Mayor Petras

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 ("CHCIC"); and

WHEREAS, Ordinance No. 195-2023 specified that the CIC shall be governed by a Board of Directors having nine (9) members, comprised of the Mayor, President of Council, and two other *ex officio* members and five (5) members appointed by the Mayor subject to confirmation of Council, four of whom must be residents of the City of Cleveland Heights, serving 3-year terms; and

WHEREAS, on November 17, 2025 through Resolution 234-2025, this Council confirmed the Mayor's appointment of Helen Hertz, a resident, to the CHCIC for the balance of an unexpired term ending December 31, 2025.

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 a term ending December 31, 2028.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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

RESOLUTION NO. 009-2026(AS)

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.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 01/20/2026

RESOLUTION NO. 010-2026(AS), *First Reading*

By Mayor Petras

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 ("CHCIC"); and

WHEREAS, Ordinance No. 195-2023 specified that the CIC shall be governed by a Board of Directors having nine (9) members, comprised of the Mayor, President of Council, and two other *ex officio* members and five (5) members appointed by the Mayor subject to confirmation of Council, four of whom must be residents of the City of Cleveland Heights, serving 3-year terms; and

WHEREAS, on November 17, 2025 through Resolution 234-2025, this Council confirmed the Mayor's appointment of Linda Striefsky, a resident, to the CHCIC for the balance of an unexpired term ending December 31, 2025.

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 a term ending December 31, 2028.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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

RESOLUTION NO. 010-2026(AS)

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.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 01/20/2026

RESOLUTION NO. 011-2026(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Shneur Kushner as a member of the Planning Commission of the City of Cleveland Heights, Ohio; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

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

SECTION 1. This Council hereby appoints Shneur Kushner as a member of the City Planning Commission for a term ending December 31, 2031.

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 being the need for the City Planning Commission to have sufficient membership for a quorum for the purpose of conducting the Commission's business. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. XXX-2026(AS)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 01/20/2026

RESOLUTION NO. 012-2026(AS), *First Reading*

By Councilmember Cobb

A Resolution appointing Matthew Keri as a member of the Planning Commission of the City of Cleveland Heights, Ohio, to fill a vacancy of an unexpired term ending December 31, 2028; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

WHEREAS, under Section 1111.02 of the Codified Ordinances, a vacancy occurring during the term of any member shall be filled for the unexpired term in the manner authorized for an original appointment; and

WHEREAS, on December 31, 2025 Jessica Cohen resigned from the City Planning Commission, having been appointed to a term running through December 31, 2028.

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

SECTION 1. This Council hereby appoints Matthew Keri as a member of the City Planning Commission to fill the vacancy for the unexpired term ending December 31, 2028.

SECTION 2. This Council recognizes and expresses its gratitude to Jessica Cohen for her dedication and service to the City of Cleveland Heights.

SECTION 3. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

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

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

RESOLUTION NO. 012-2026(AS)

an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such being the need for the City Planning Commission to have sufficient membership to conduct the Commission's business. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 01/20/2026

RESOLUTION NO. 013-2026(AS), *First Reading*

By Councilmember Cobb

A Resolution reappointing David Benson, Laura Black, Cindie Carroll-Pankhurst, Sue Dean Dyke, Susan Efroymson, Kasey Friedland, Jonathan Goldman, Leslie Jones, Mara Lakhn, Adam May, Illie Massey, Arin Miller-Tait, Rachel Moore, Saralene Oakley Toombs, Lorna Rudolph, Darius Smith, Patti Substelny, and Darlene White as members 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.

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

SECTION 1. This Council hereby reappoints David Benson, Laura Black, Cindie Carroll-Pankhurst, Sue Dean Dyke, Susan Efroymson, Kasey Friedland, Jonathan Goldman, Leslie Jones, Mara Lakhn, Adam May, Illie Massey, Arin Miller-Tait, Rachel Moore, Saralene Oakley Toombs, Lorna Rudolph, Darius Smith, Patti Substelny, and Darlene White as members of the Citizens Advisory Committee for a term ending December 31, 2026.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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

RESOLUTION NO. 013-2026(AS)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: January 7, 2026

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: Lead Abatement – PPN 681-03-044 – Lead Safe Ohio

Purpose Statement:

This resolution would authorize the Mayor to execute a contract with Green Home Solutions, LLC for an amount not exceed \$75,845 for Lead Abatement Services. Such services would be allocated from Lead Safe Ohio funds. The administration is suggesting emergency passage on First Reading to ensure that the contractor can be compensated for work that will be completed shortly.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To ensure that the contractor can be compensated for work in a timely manner.

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

If yes, why? To ensure that the contractor can be compensated for work in a timely manner.

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

If not already budgeted for, where will funding come from? A budget amendment of \$71,858.50 will be needed in account 226.5701.2758.50. This is a fully reimbursable grant from the State of Ohio.

Proposed: 01/202/2026

RESOLUTION NO. 014-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement Green Home Solutions, 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 681-03-044; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Lead Safe Ohio (LSO) Program is a program administered by the City of Cleveland Heights through American Rescue Plan Act (ARPA) State-allocated funds; and

WHEREAS, the home, located on PPN 681-03-044, contains lead-based paint 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, Green Home Solutions, LLC, is a certified lead abatement contractor and is in good standing with the City of Cleveland Heights' Housing Preservation Office; and

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

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

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement and any related documents with Green Home Solutions, LLC for the abatement of lead-based paint hazards on permanent parcel number 681-03-044. The agreement shall provide for funding in the amount of up to seventy-five thousand, eight hundred and forty-five dollars (\$75,845) from Lead Safe Ohio Grant funds. The project to be completed by Green Home Solutions, LLC is set forth in the Bid Request Form attached hereto as Exhibit A and incorporated herein. 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 this Council concerning and relating to the passage of this Resolution were adopted in open meetings

RESOLUTION NO. 014-2026(PSH)

of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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 to encumber grant funds for the abatement of lead-based paint hazards on PPN 681-03-044. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: January 7, 2026

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: Lead Abatement – PPN 682-29-035 – Lead Safe Ohio

Purpose Statement:

This resolution would authorize the Mayor to execute a contract with Sosic Painting and Remodeling, LLC for an amount not exceed \$96,013.50 for Lead Abatement Services. Such services would be allocated from Lead Safe Ohio funds. The administration is suggesting emergency passage on First Reading to ensure that the contractor can be compensated for work that will be completed shortly.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To ensure that the contractor can be compensated for work in a timely manner.

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

If yes, why? To ensure that the contractor can be compensated for work in a timely manner.

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

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

Proposed: 01/20/2026

RESOLUTION NO. 015-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with Sosis Painting and 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 682-29-035; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Lead Safe Ohio (LSO) Program is a program administered by the City of Cleveland Heights through American Rescue Plan Act (ARPA) State-allocated funds; and

WHEREAS, the home, located on PPN 682-29-035, contains lead-based paint 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, Sosis Painting and 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 an agreement and any related documents with Sosis Painting and Remodeling, LLC for the abatement of lead-based paint hazards on permanent parcel number 682-29-035. The agreement shall provide for funding in the amount of up to ninety-six thousand, thirteen dollars and fifty cents (\$96,013.50) from Lead Safe Ohio Grant funds. The project to be completed by Sosis Painting and Remodeling, LLC is set forth in the Bid Request Form attached hereto as Exhibit A and incorporated herein. 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 this Council

RESOLUTION NO. 015-2026(PSH)

concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber grant funds for the abatement of lead-based paint hazards on PPN 682-29-035. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

JIM PETRAS
Mayor



Date: January 7, 2026

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: Lead Abatement – PPN 684-20-029 – Lead Safe Ohio

Purpose Statement:

This resolution would authorize the Mayor to execute a contract with Sosis Painting and Remodeling, LLC for an amount not exceed \$78,897.50 for Lead Abatement Services. Such services would be allocated from Lead Safe Ohio funds. The administration is suggesting emergency passage on First Reading to ensure that the contractor can be compensated for work that will be completed shortly.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To ensure that the contractor can be compensated for work in a timely manner.

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

If yes, why? To ensure that the contractor can be compensated for work in a timely manner.

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

If not already budgeted for, where will funding come from? A budget amendment will be needed in account # 226.5303.2758.03. This is a fully reimbursable grant from the State of Ohio via Cuyahoga County.

Proposed: 01/20/2026

RESOLUTION NO. 016-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with American Builders and Applicators, LLC, a certified lead abatement contractor, for the use of Lead Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based paint hazards at permanent parcel number 684-20-029; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

WHEREAS, the home, located on PPN 684-20-029, contains lead-based paint 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, American Builders and Applicators, LLC is a certified lead abatement contractor and is in good standing with the City of Cleveland Heights' Housing Preservation Office; and

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

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

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement and any related documents with American Builders and Applicators, LLC for the abatement of lead-based paint hazards on permanent parcel number 684-20-029. The agreement shall provide for funding in the amount of up to seventy-eight thousand, eight hundred and ninety-seven dollars and fifty cents (\$78,897.50) from Lead Safe Ohio Grant funds. The project to be completed by American Builders and Applicators, LLC is set forth in the Bid Request Form attached hereto as Exhibit A and incorporated herein. 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 this Council

RESOLUTION NO. 016-2026(PSH)

concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber grant funds for the abatement of lead-based paint hazards on PPN 684-20-029. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

JIM PETRAS
Mayor



Memorandum

To: Jim Petras- Mayor, Cleveland Heights; Council Members
cc: William Hanna, Director of Law
From: Allan Butler- Assistant Director Housing Inspections
Date: January 17, 2026
Re: 3631 Randolph Rd. PPN 682-11-001 Nuisance Abatement
request for demolition

The single-family rental dwelling structure at 3631 Randolph Road was involved in a major fire on September 29, 2024. I am requesting legislation to declare the property a nuisance for demolition purposes.

At the time of the fire, the damaged structure was owned by 'ON THE 1 SHARED LIVING ARRANGEMENTS LLC' with Darren Bernard Lassiter as authorized agent. The property was quit claimed on February 13, 2025 to 'DOC REVOCABLE LIVING TRUST' Darren Bernard Lassiter Sr. Trustee as the authorized authority to the LLC The property has been owned in part by Darren Bernard Lassiter Sr. since 2009.

The property was vacant and undergoing repairs at the time of the fire. A fire investigation was conducted by the Cleveland Heights Fire Investigation Unit and Cleveland Heights Police Department, resulting in charges being filed against the suspect, a contractor hired by the owner to work on the property. The suspect is currently facing charges of Aggravated Arson in Cuyahoga County Court.

The property owner did not have homeowner's insurance on the structure and the City hired a contractor to perform an emergency board up of the property. The board up charges and nuisance abatement yard clean-up charge remain unpaid in the amount of \$2,007.50.

The fire is believed to have started on the first floor near the front door and burned through the first floor into the basement and continued through the unfinished second floor and through the roof. The fire damage extended through the center of the structure including damaging first and second floor joists, wall studs, roof rafters, roof dormers, siding, windows, porch ceiling, and overhangs. Major framing replacement to the first and second floor walls and floor joists, and roof will be needed. Water and smoke damage are significant throughout the first and second floors requiring replacement of all walls, ceilings and floor covering. The entire first floor bathroom, kitchen require complete replacement. Replacements to all windows, mechanical, plumbing and electrical systems, will be needed. Estimated repairs costs have been calculated for the fire damage totaling \$95,000.

The property owner was issued a violation notice October 4, 2024 to contact the Building Department for a consultation, submit plans for approval for the fire repairs, obtain all permits, and replace all fire damaged members of the structure. The principle owner Darren Lassiter met with Chief Building Official Eric Elmi and Fire Inspector Jim Streb shortly after the fire to review the damage and request permission to install a tarp on the roof. No activity had taken place at this location until a Notice to Stop Work was posted on the property on February 19, 2025 in response to a dumpster being present at the site and no permits being issued. This violation notice has been referred to Housing Court and is pending a court hearing date. A subsequent nuisance violation notice was sent on March 4, 2025 for demolition of the fire damaged structure due to inactivity on the repairs. An appeal of the notice sent by Darren Lassiter was received by the City on March 14, 2025 stating among other things that an architect has been hired to design plans for the required repairs. On June 2, 2025 a permit application was submitted to our Architectural Board of Review and approved for design on June 26, 2025. The plans were then submitted to our Building Department for review on August 11, 2025. The Building Department denied the initial plans submitted on August 8, 2026 and is awaiting requested revised plans.

The property has outstanding rental/vacant registrations costs totaling \$1,400.00 and outstanding requests obtain a Certificate of Inspection for previous unauthorized title transfers.

The Housing Preservation Office has determined that the total estimated cost to abate the nuisance is \$25,000.00, if done by the City.

It is anticipated that the property owner will appeal the nuisance abatement order. Per Chapter 553, such appeals are heard before the Nuisance Abatement Board of Review. The Nuisance Abatement Board of Review consists of the Chairperson of the Public Safety and Health Committee of Council or other member of Council appointed by the President, the Mayor or designee, and a member of the City's Department of Community Relations appointed by the Mayor. To that end, the Mayor would need to appoint a member to fill out the Board. This memorandum serves to make that request, and that such appointment happen as soon as possible.

Proposed: 01/20/2026

RESOLUTION NO. 017-2026(HB), *First Reading*

By Mayor Petras

A Resolution declaring the fire-damaged property at 3631 Randolph Road Cleveland Heights, Ohio to be a nuisance; authorizing abatement of the nuisance; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Assistant Housing Director, Allan Butler, has reported to this Council that the residential property located at 3631 Randolph Road was seriously damaged in a major fire on September 29, 2024; and

WHEREAS, Mr. Butler has further reported that the owner of the subject property at the time of the fire did not have homeowner's insurance on the property and that little or no work has been performed since the fire; and

WHEREAS, Mr. Butler has further reported that there are outstanding unpaid nuisance abatement charges on the property for board up and grass cutting totaling \$2007.05; and

WHEREAS, Mr. Butler has further reported that the property has deteriorated over the years to the point that it is a hazard to the health, safety, and welfare of potential occupants and the public and is a blighting and deteriorating factor in the neighborhood adversely affecting the value of neighboring property, and that razing the fire damaged structure is the best way to abate the nuisance.

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

SECTION 1. This Council hereby finds and determines that the premises known as 3631 Randolph Road, is in a state of disrepair to the extent that it constitutes a health and safety hazard and a blighting influence and hereby declares said property to be a public nuisance pursuant to Chapter 553 of the Codified Ordinances of the City of Cleveland Heights.

SECTION 2. The Assistant Housing Director is authorized and directed to cause the nuisance to be abated in accordance with Chapter 553 of the Codified Ordinances of the City of Cleveland Heights or in any manner determined to be appropriate and in accordance with law, up to and including razing the structures on the property.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that

RESOLUTION NO. 017-2026(HB)

resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and 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 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being that the condition of the property is so hazardous that it must be abated at the earliest time permitted by law Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

CLEVELAND HEIGHTS

40 Severance Circle Cleveland Heights, OH 44118

Incident / Offense Report



Incident Number

24-03787

	Method Received	Time Received	Time Dispatched	Time Arrived	Time Cleared:
Incident	T	09/29/2024 07:05:02	09/29/2024 07:06:05	09/29/2024 07:20:06	09/29/2024 08:51:00

Report Date / Time	Incident Occurred From	Incident Occurred To
Sunday 09/29/2024 15:20:00	Sunday 09/29/2024 07:05:02	Sunday 09/29/2024 07:05:02

Location of the Incident (Street #, Street, Apt. #, City, State, Zip)

3631 RANDOLPH RD CLEVELAND HEIGHTS OH 44121

Zone

M

Persons: STEVEN CRAIG HERNANDEZ - ARA
Involved: -
-
-
-Property: RESIDENTIAL HOUSE
STEVEN HERNANDEZ CELLPHONE

Amount:

Type: ASSISTFIRE

Units: Officers:

1st:	8515	ANTOINE D DANFORD
2nd:	8556	CHARLES W EHLINGER
3rd:	8574	ISABELLA Y EKE
4th:	8577	DANIEL J SCHMOCK
5th:		

Photos:

Codes:	Descriptions:
2001	AGG. ARSON

OFFENSES

2909.02

Weapons Used:

Trade Marks:

Entry:

Location Type:
Residential Home

Ref to Arrest:	Incident #:	Tow#:	Dispatcher:	Officer in Charge:	Entry Id:
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Case Status: CLOSED

Cleared Date: 10/02/2024

Cleared By 8505

Narrative: 24-03787 Page: 1

#8574 reports asst. fire with possible arson. too.

R McKearn #26

Supervisor: ROBERT MCKEOWN

Bureau Supervisor:

Isabella Y Eke #32A

Officer: PO ISABELLA Y EKE

CLEVELAND HEIGHTS



Incident Number

24-03787

Investigative Report

Title / Subject: ARSON

On 09/29/2024 at approximately 0705 hours, Cleveland Heights units were dispatched to 3631 Randolph due to an active house fire.

Upon arrival, I observed the front entrance of the home to be engulfed in flames. Officers were unable to make entry through the rear of the door due to an iron screen door that was locked. Officers asked several neighbors if someone could be inside the home. We were advised that it used to be a group home but has recently been undergoing renovations. Shortly thereafter, the Cleveland Heights fire department and various companies arrived on scene to handle the fire. Fire Investigator DeYoung arrived on scene and advised he would be contacting State Marshall Jeff in order for an arson dog to respond. DeYoung advised they would not know whether or not an arson occurred until they entered the home.

I responded back to Randolph at around 1230 hours to speak with FIU investigators. Investigator DeYoung advised that they do believe this house fire is a result of an arson. DeYoung stated that the house owner arrived on scene, Darren Lassiter, who advised he was having problems with a contractor he had recently fired. This contractor was identified as Steven Hernandez. Lassiter stated that Hernandez was threatening Lassiter if he didn't pay him for work that had been done. These text messages were sent to Fire Investigator Beers. The last time Lassiter was in contact with Hernandez via text message was 09/06/2024. Lassiter also advised fire investigators that his house in Cleveland, 15711 Saranac rd, had been shot up this morning around 0230. He was unsure if this was related.

I then performed a walk through with the Fire Investigators. They believed the front of the house was where the fire had originated. State Marshall Jeff had his arson dog named Harley on scene. Harley indicated accelerants on the front iron door, the front man door, and flooring that was pulled from the front hallway, directly behind the front door. I could also observe discoloration along the front man door where it's possible an accelerant had been poured, resulting in high heat damage. I captured the evidence pulled by fire investigators on my body cam.

While walking through the house, Jeff advised he believed the fire either originated from the basement or somehow made its way into the basement, then burned through the floor and into the front door. The charring on the 2X6 beams directly under the door frame indicated there was kindling or fire for about 40 minutes before officers and firefighters arrived on scene.

While I was still on scene, Lassiter arrived to the home. Lassiter, fire investigators and I did a walkthrough of the house and Lassiter was asked questions about what could be missing from the home or just anything out of the ordinary. Lassiter advised he was last at the home around 2-3 days ago, but he was not sure. He then advised that the only thing missing from the home was a tv, but was not sure when he last saw it. Lassiter was not very clear on what this home was used for, only that the house was under renovation. The walk through of the house was captured via body cam.

While speaking with Lassiter I asked Lassiter about his house being shot up early this morning. He could only advise his home in Cleveland, 15711 Saranac rd, was shot up this morning around 0230. I called over the Cleveland Police dispatch and was advised that shooting wasn't reported until this afternoon at 1211 hours (File #: 2024-287421), after Lassiter spoke with fire investigators.

This report will be forwarded to Detective Robinson for review.

R McKearn #26

Supervisor: ROBERT MCKEOWN

Isabella Y Eke #324

PO ISABELLA Y EKE

Badge# 8574

No. 001

Date: 09/29/2024

Page #: 2



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



REPORT OF INVESTIGATION ORIGIN AND CAUSE DETERMINATION

Location 3631 Randolph Cleveland Heights OH 44118	Incident Type Structure Fire	CHFD Incident # 2024-6001 Dispatch Incident # 0579 BATS ID # 1501883
Incident Date 29SEP24	Time 0700hrs	Primary Investigator Thomas P Beers MPA CFI CFEI ECT

Person(s) Involved

1. Darren Lassiter
Property Owner/Victim
440-322-2410

Steven Hernandez
AKA: Steven Avato
Suspect/Person of Interest (known to victim)

WEATHER:

Weather Underground reported at 0651hrs, 68F, 0.0 precipitation, wind from the E at 7mph. Humidity was 90%

FIU TEAM:

Investigator Thomas P. Beers MPA, IAAI-CFI, NAFI-CFEI, IAAI-ECT
Investigator Lorne DeYoung IAAI-FIT, IAAI-ECT
Investigator Nicholas Tomaselli IAAI-FIT, IAAI-ECT
Investigator Joshua Puskar IAAI-FIT, IAAI-ECT
Investigator Jim Streb

Additional Assistance from the Ohio State Fire Marshal's Office for IGL K9

DESCRIPTION:

This is a one-and-a-half-story residential structure built in 1920. It is 1,460 ft/sq. Primary exterior is asbestos shingle and has a gable styled asphalt roof. The property was being used as a business investment for short term rentals. Prior to the current LLC ownership (On the 1 Shared Living Arrangements), the house was used as a group home but had converted to the LLC approximately one year prior. The fire was reported first by the resident of 883 Yellowstone and subsequently by two additional local residents, indicating an overall feeling of duress to the neighborhood. Reporting parties were alerted by a "pop" sound and described the house as being fully involved in flames as well as through the roof line.



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



3631 Randolph Rd, Google Street View, August 2022

INCIDENT:

Structural fire involving the exterior front entryway, first floor, fire floor above, and unfinished walkup attic.

SCENE EXAMINATION:

CHFD FIU was requested by the Incident Commander for the fire suppression operations for an investigation of the above address. Upon arrival, the investigative team conducted a site safety survey and began its initial investigation on, about and within the structure under exigency. It was determined that no owner was present on scene. The owner was unknown at the time of the initial investigation. A team member conducted OSINT search and found the property LLC name listed through the Cuyahoga County property search, and then the LLC owner online. The listed name, Espelancia Celin, was contacted. Celin was no longer associated with the LLC, but her ex-spouse and father of their child, was the sole owner at the time of the event. The LLC was now owned by Darren Lassiter. Celin then came to the scene looking for Lassiter since he had their toddler aged daughter that weekend. Celin attempted to contact Lassiter and she then wrote a witness statement concerning the LLC, the property history, and stated she believed that the person capable and with motive was a "Puerto Rican with no physical address" known to her as Steven". Just prior to calling Lassiter, a vehicle approached and parked adjacent to the property. A male exited the vehicle and verbalized the excited utterance, "I can't believe he did this". The male identified himself as Lassiter and was then advised that this was possibly a crime and that if he wished to make a statement moving forward, that it would be



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



strictly voluntary at this point. Lassiter stated he wished to cooperate completely. This included obtaining a verbal statement followed by a written statement. Lassiter stated that his home was also damaged from gunfire several hours ago. Lassiter was advised to file a police report with Cleveland Police, where he was living, of the shooting and that his toddler daughter was also present in the home at that time. Celin took the minor child to an offsite and secure location. Lassiter left and filed his report with CPD. Upon his return, he produced his witness statement for investigators.

A request was then made for an ignitable liquid detection canine from the State Fire Marshal's office to assist.

Using a systematic approach, photographs of the exterior were obtained. Moving from positions of relative least damage to most damage, the origin was determined to be located on or about the front entranceway. Additional data collected by the investigation confirms this and is documented later in the report.



Post Incident Comparison of 3631 Randolph Rd immediately after fire.

The structure was examined from the interior and using the scientific method, data collection as to the ignition sequence began. Sources of heat, to include failure of any onsite utilities was conducted. Weather was cloudy. There was no lightening in the area. Equipment that could create friction or mechanical heat was not observed. There were no chemical precursors or evidence of a thermal runaway from a chemical process (exothermic reaction).

The heating system was examined and appeared to be in normal working order. The electrical system was extensively examined, to include a detailed inspection



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



of a disorganized matrix of electrically conductive wiring directly beneath the entryway and the area of origin. A arc map was conducted and no arcing was noted as a possible ignition source. It was then subsequently discovered that the electricity to the house was actually disconnected at the time of the fire by means of an additional sub-panel located on the exterior of the structure. This was documented and examined and all breakers were in the off position. There were no indications of smoldering products, stains, or other volatile chemicals within the area of origin or within the pile of collapsed debris below the area of origin (Exhibit 3).



Exhibit 3: Basement view, facing south, looking up to where front door was once located. Matrix of wires are in the foreground.

Debris from the area of origin was also examined and reconstructed. Of note was unusual patterns on the face of the front door and security door (Exhibit 4 and 5 respectively). These items were found on the front lawn and were removed from the structure by fire suppression operations. There was no break in the chain of evidence between fire suppression and investigation.



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



Exhibit 4: Front door located at area of origin



Exhibit 5: Security door located at the area of origin

Once the area of origin was confidently deduced, an ignitable liquid detection canine was deployed. The asset alerted to several locations. The observations and report thereof can be found in the ATF's BATS system, report ID 1529580. Eight (8) fire debris samples were collected as evidence by FIU members who are



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
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certified evidence collection technicians. The samples were then left in the custody of the canine handler from the Fire Marshal's Office who securely transported them on behalf of the FIU.

The samples were analyzed. All eight (8) submissions returned with no traces of ignitable liquids. These samples were tested for light, medium and heavy petroleum distillates. Again, none were found in the samples. Despite these laboratory findings, witnesses were able to produce cell phone footage of the fire prior to fire department arrival. Exhibit 6, a screenshot from said video, clearly shows the front security door in the closed position. It then collapses into the house moments later. This is significant because it supports the below ignition sequence and origin hypothesis.



Exhibit 6: Security door is intact and extensive fire damage and flow is directly above the area of origin.

Over the course of several days, Lassiter was interviewed and was able to produce a video of a conversation between a known associate of the suspect, Hernandez, and a third party in which Hernandez verbally admitted to participating in the act of arson. The act was motivated by revenge for what was a perceived slight in lost wages/payment for services rendered by Hernandez on behalf of Lassiter in the house in which the arson occurred.

An arrest warrant for Hernandez was obtained.

The origin and fire growth sequence of events are as follows:

- The fire originated at the front door of the structure.
- Fire was initiated by an open flame such as a lighter or match
- An unknown liquid, possibly alcohol based, was spread onto the surface of the door and was pulled by gravity towards the interior of the home.
- Heat and fire, traveling upward by the laws of thermodynamics, grew in size and intensity
- The initial heat transfer was convection within the compartment.



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



- Radiative heat became the dominant heat transfer to the adjacent room and was noted on furnishings indicative of the heat flux present between surfaces.



Area of origin where front door was located and mass loss was the greatest. On the right, is the remains of the front door side partition seen in Exhibit 1 in 2022.

Photos highlighting the above narrative are included in the pages of this report (additional photos located on FIU secure drive and may be produced upon request)

LAB RESULTS:

No petroleum based ignitable liquids were found in submitted evidence. Lab report is available upon request.



Cleveland Heights Fire Investigation Unit

40 Severance Circle Cleveland Heights, Ohio 44118
216-291-2291



DETERMINATION:

Based upon my experience, education, witness observations, and data collected from scene examinations, the origin of the fire, as indicated in the sketch on the following page of this document, was on the exterior of the structure at the front door. The cause of this fire is **incendiary** and in violation of Ohio Revised Code 2909.3. Furthermore, a firefighter was injured during the suppression of this crime and should be taken into consideration given the totality of facts as presented by this agency and externally by any agency tangential to this report and investigation. This report of my investigation reflects the information available at the time of the examination and may be supported, amended, or revised at a later date consequent to the discovery of additional relevant data.

FOLLOW UP NEEDED:

See subsequent CHPD reports on Hernandez and associated criminal file.

SKETCH:

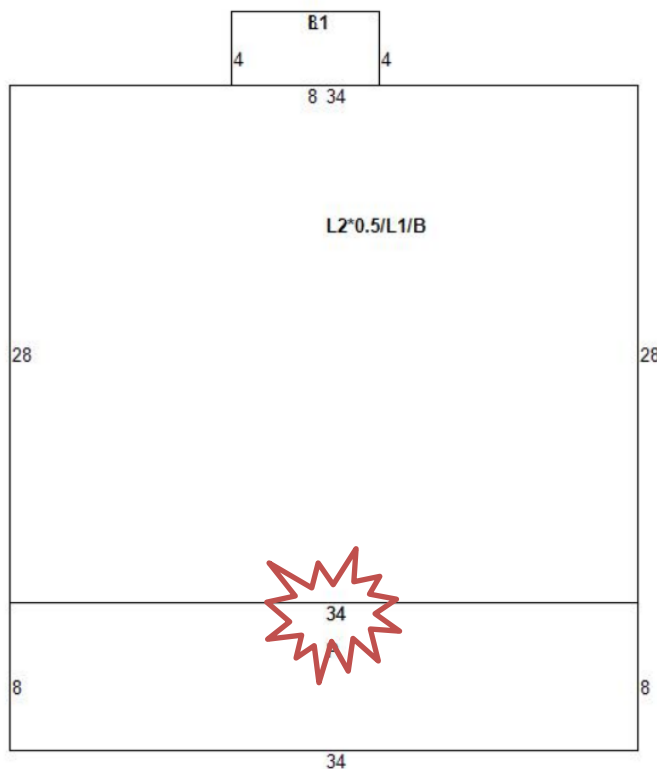




Photo:

Date Taken:02/19/2025

Address:3631 RANDOLPH RD

Taken by:John Julian

Case Number:24-008146



Photo:

Date Taken:02/19/2025

Address:3631 RANDOLPH RD

Taken by:John Julian

Case Number:24-008146



Photo:

Date Taken:02/19/2025

Address:3631 RANDOLPH RD

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Photo:

Date Taken:02/19/2025

Address:3631 RANDOLPH RD

Taken by:John Julian

Case Number:24-008146



Photo:

Date Taken:02/19/2025
Address:3631 RANDOLPH RD

Taken by:John Julian
Case Number:24-008146

Proposed: 01/20/2026

RESOLUTION NO. 018-2026(AS), *First Reading*

By Mayor Petras

A Resolution authorizing a second amendment to the consulting contract between the City of Cleveland Heights and AISLINN Consulting, LLC for municipal financial services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, on or about October 8, 2025, the City of Cleveland Heights and AISLINN Consulting, LLC entered into a Consulting Agreement (the "Agreement") for the provision of certain municipal financial services for an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) ("NTE Amount"), to consist of up to 25 hours per week in consulting assistance to the City and the Finance Department, with an end date of December 31, 2025; and

WHEREAS, Resolution No. 248-2025, passed December 1, 2025, ratified an amendment to the Agreement between the City and AISLINN Consulting, LLC that provided for up to 40 hours per week of services and modified the NTE Amount to Sixty Thousand Dollars (\$60,000.00), necessitating Council approval; and

WHEREAS, the City has recognized a need for additional municipal financial consulting services that are not currently provided under the Agreement.

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 second amendment to the Agreement to provide for a total NTE Amount of Ninety-Four Thousand, Five Hundred Sixty and 00/100 Dollars (\$94,560.00), inclusive of the amounts provided for under the original Agreement, and an extended term not to continue beyond March 31, 2026, with all other terms and conditions of the Agreement unchanged.

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

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

RESOLUTION NO. 018-2026(AS)

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need ensure the availability of sufficient professional municipal financial services to close out the financial activities of 2025 and prepare for 2026 on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 01/202/2026

RESOLUTION NO. 019-2026(PD), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to accept a grant from the Ohio Department of Natural Resources ("ODNR") to renovate the skate park and tennis courts at Cain Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the U.S. Department of the Interior awarded a Land and Water Conservation Fund grant to ODNR through the National Park Service's Outdoor Recreation Legacy Partnership Program; and

WHEREAS, the City applied to ODNR for a grant to renovate the skate park and tennis courts at Cain Park, which ODNR awarded to the City in the amount of Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00); and

WHEREAS, the proposed grant agreement with ODNR governing the award ("Grant Agreement") is subject to the Land and Water Conservation Act, Section 6(F)(3), *et seq.*, which imposes the condition that certain areas of Cain Park cannot be converted from public outdoor recreation without the written approval of the U.S. Department of the Interior, National Park Service; and

WHEREAS, the City seeks to accept the grant through the execution of the Grant Agreement with ODNR.

SECTION 1. The Mayor is hereby authorized to execute the Grant Agreement with ODNR which shall be substantially in the same form and content as the draft attached hereto and incorporated by reference as Exhibit "A," and any forms or other documents necessary to accept the award.

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

SECTION 3. Notice of the passage of this 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.

RESOLUTION NO. 019-2026(PD)

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 secure the award early enough to ensure timely and efficient reimbursement of the City's costs from ODNR. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

**LAND AND WATER CONSERVATION FUND OUTDOOR RECREATION LEGACY
PARTNERSHIP PROGRAM
PROJECT SPONSOR GRANT AGREEMENT
#39-01552**

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES** ("ODNR"), acting through its OFFICE OF REAL ESTATE AND LAND MANAGEMENT, with offices located at 2045 Morse Rd., Bldg. E-2 Columbus, OH, 43229, and **THE CITY OF CLEVELAND HEIGHTS** (UEI # EJGFSCF6VL55), which is located at 40 Severance Circle, Cleveland Heights, Ohio 44118 ("**Project Sponsor**").

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of the Land & Water Conservation Fund Act of 1965 (54 U.S.C. §§200301 et seq.) Outdoor Recreation Legacy Partnership Program ("LWCF ORLP"), awarded by the U.S. Department of the Interior, National Park Service ("NPS"). This grant is identified by Federal Award Identification Number (FAIN)P25AP01231, which became effective on October 1, 2025, with a total award amount of \$390,000.00. This grant is made under Assistance Listing Number 15.916 – Outdoor Recreation Acquisition, Development and Planning. This Agreement is a subaward of that grant.

Total Award Committed to Project Sponsor: \$390,000.00

Total Award Obligated for this Action: \$390,000.00

Cumulative Award Total Obligated (including this action and all prior actions): \$390,000.00

Project Sponsor is an applicant who submitted a grant application to ODNR for this grant program. Under R.C. § 1501.01 and §1504.02, ODNR may administer federal pass-through grants with eligible applicants for the purposes and goals of the federal program. Project Sponsor has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Project Sponsor will undertake the following with funding from this grant: This project will renovate the tennis courts and skate park at Cain Park.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Project Sponsor a LWCF ORLP grant subaward not to exceed **\$ 390,000.00** for the purpose of reimbursing the Project Sponsor for performance and completion of the deliverables detailed in the attached Exhibits A—Project Boundary Map and B—Federal Notice of Award ("Exhibits") (the "Project"). Project Sponsor agrees to contribute **\$ 390,000.00 (50.00%)** as matching funds, including cash and in-kind contributions.
2. **Performance of Project.** Project Sponsor shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Exhibits, Land and Water Conservation Fund Procedural Guide ("Procedural Guide"), and the project application/proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Project Sponsor shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR such reports and documents as required by ODNR and 2 C.F.R. §200.330; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; and (4) not change any of the terms,

promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Exhibits, unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Project Sponsor, pursuant to this paragraph, either during or after the completion of the Project.

3. **Notice.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Project Sponsor Contact:	ODNR Program Contact:	ODNR Federal Contact:
Andres Gonzales Local Project Coordinator 40 Severance Circle Cleveland Heights, OH 44118 216-691-7373 agonzales@clevelandheights.gov	Timothy Robinson Recreation Services Administrator ODNR Office of Real Estate and Land Management 2045 Morse Road, E-2 Columbus, OH 43229 614-265-6528 Timothy.Robinson@dnr.gov	Sarah Stannard Outdoor Recreation Planner - Program Officer Land and Water Conservation Fund 601 Riverfront Drive Omaha, NE 68102 sarah_stannard@nps.gov

4. **Research and Development.** Grant funds shall not be used for research and development.
5. **Project Period.** The Project shall not commence until this Agreement is effective. This Agreement shall be effective as of **October 1, 2025**. ODNR shall not be responsible for any costs incurred by the Project Sponsor prior to the date this Agreement becomes effective. The Project shall be completed by **September 30, 2028**, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. The time between the Effective Date and the Completion Date is the “Project Period.” This Agreement shall terminate only in accordance with the terms found in Sections 49 and 50 hereof.
6. **Budget Period.** The budget period for this Agreement is **October 1, 2025** through **September 30, 2028**.
7. **OMB Guidance.** Project Sponsor shall comply with OMB guidance in subparts A through F of 2 C.F.R. Part 200. Project Sponsor must also follow the regulations found in 2 C.F.R. §200.330 through 2 C.F.R. §200.332. Electronic copies of the C.F.R. can be obtained at the following internet site: www.ecfr.gov.
8. **Compliance with NPS Agreement.** ODNR has entered into an agreement with NPS (the “NPS Agreement”), the result of which is the availability of federal funds for the Project. A copy of the NPS Agreement is attached hereto as Exhibit B. To the extent that they are relevant or applicable to Project

Sponsor's acquisition and use of NPS funds and Project Sponsor's performance under this Agreement, the terms and conditions of the NPS Agreement are incorporated into this Agreement as though fully re-written herein.

9. **Compliance with LWCF Procedural Guide.** Project Sponsor shall observe and comply with the terms, conditions, and processes set forth in the Procedural Guide referred to in Section 2 of this Agreement. A full text copy of the Procedural Guide is hereby incorporated into this Agreement by reference the same as though fully re-written herein and is available for download at: <http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants>. Failure to comply with, or show sufficient progress in complying with, the terms and conditions of the Procedural Guide may result in the termination of this Agreement. In the event of termination all unused funds shall be retained by NPS.
10. **Property Use/ Conversion of Use.** Project Sponsor agrees to operate, maintain and keep for public outdoor recreation purposes the property or facilities acquired or developed pursuant to this Agreement, as identified in Exhibit A, 'Boundary Map', attached hereto (the "Property"). The Property shall be retained and used for public recreation purposes per Section 6(f)(3) of the LWCF. The Property and facilities on the Property shall be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the Property. Use of the Property and facilities on the Property will not be changed from that approved when LWCF ORLP assistance is obtained without prior written approval from ODNR. Any proposed construction of indoor recreation facilities on the Property must have prior written approval from ODNR and NPS. Property acquired or developed with LWCF ORLP assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partially converted to other than public outdoor recreation uses without the approval of NPS pursuant to the LWCF (54 U.S.C. § 200305(f)(3)) and conversion requirements outlined in regulations (36 C.F.R. § 59.3).
11. **Maintenance of Property.** The Property shall be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities shall be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
12. **Accessibility.** Any new facility constructed on the Property, whenever possible, shall be designed to accommodate persons with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Project Sponsor will require any facility on the Property to be designed to comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151 et seq), and Department of Interior regulations (43 C.F.R. Part 17). Project Sponsor shall be responsible to ensure compliance with these specifications by the contractor.
13. **User Fees.** User fees charged for use of the Property or facilities on the Property will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees for use of the Property or facilities on the Property shall be returned to the public in the form of expanded facilities or services on the Property.

14. **Utilities.** All new or replacement utility lines on the Property will be placed underground.
15. **Permissible Costs.** Project Sponsor shall comply with 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.
16. **Real Property Acquisition.** If the Project entails the acquisition of real property, Project Sponsor shall comply with the requirements for the appraisal, acquisition, use, management, and disposal of real property acquired under an LWCF ORLP grant established under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), the Financial Assistance Interior Regulation (FAIR) Act (2 C.F.R. Part 1402), and the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, (42 U.S.C. §4601 et seq.). Appraisal preparation, documentation and reporting shall be in conformance with the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice
17. **Nondiscrimination; Equal Opportunity.** Project Sponsor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal and state laws and implementing regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. §4112.01), national origin, or ancestry, including R.C. Chapter 4112.

As a Project Sponsor of federal financial assistance, Project Sponsor shall comply with the applicable provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq., 43 C.F.R. Part 17), Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§2000e et seq.), federal Executive Order 11246 1965), Section 504 of the Rehabilitation act of 1973, as amended, (29 U.S.C. §794 and 43 C.F.R. Part 17 Subpart B), and The Age Discrimination Act of 1975 (42 U.S.C. §§6101 et seq. and 43 C.F.R. Part 17, Subpart C), The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. §4212), Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681 et seq. and 34 C.F.R. Part 106), Title II of the Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. Chap. 21F), Limited English Proficiency requirements (E.O. 13166) at 28 C.F.R. § 42.104(b)(2), the regulations of the Office of Federal Contract Compliance Programs of the Department of Labor at 41 C.F.R. Part 60-4, as well as any other applicable laws, executive orders, and regulations prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry.

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. Part 164-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60. Project Sponsor shall comply with Ohio and federal statutes, executive orders, and regulations to assure equal employment practices under the Agreement, and Project Sponsor shall comply promptly with all orders, requests, and directions from the State of Ohio and federal agencies pertaining to the enforcement of the aforementioned nondiscrimination laws.

18. **Flood Insurance.** Project Sponsor shall obtain, and keep in force, flood insurance on all insurable improvements as required in Flood Disaster Protection Act of 1973, (42 U.S.C. §4002 et seq).
19. **Workers' Compensation.** Project Sponsor shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Project Sponsor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
20. **Compliance with Laws.** Project Sponsor, in the execution of its duties and obligations under this Agreement and the conduct of the Project, shall comply with all applicable federal, state, and local laws, executive orders, rules, regulations, and ordinances.
21. **LWCF Acknowledgement Signs.** Project Sponsor must place a permanent, and where applicable, temporary sign on the Property acknowledging the federal-state-local partnership of the Project. The sign must display the LWCF logo. Project Sponsor may obtain the appropriate sign(s) from ODNR.
22. **Prevailing Wage.** Pursuant to Chapter 4115 of the Ohio Revised Code, if applicable, Project Sponsor shall require that all contractors pay the prevailing wage rate of the locality on all work performed on the Project. Project Sponsor and any of its contractors shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code, including making the required reports to the prevailing wage coordinator.
23. **Drug-Free Workplace.** Project Sponsor agrees to comply with all applicable state and federal laws regarding drug-free workplaces.
24. **Use of Small, Minority and Women Vendors.** Project Sponsor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as sources of supplies, equipment, construction, and services.
25. **Events of Significant Impact.** Project Sponsor shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
26. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would be exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. § 552) or Ohio public records laws (R.C. §149.43-431). Research data may be subject to Freedom of Information disclosure under 2 C.F.R. §315(e).
27. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually,

from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Project Sponsor. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 C.F.R. §200.333.

28. **Inspection of Records.** Project Sponsor agrees to provide ODNR, NPS, the Comptroller General of the United States, or any of their authorized representatives access to any documents, data, papers, or other records of the Project Sponsor which are pertinent to the federal award, to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Project Sponsor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. NPS also has the right to obtain, reproduce, publish, or otherwise use the data produced under a federal award, and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes (2 C.F.R. §200.315).
29. **On-Site Inspections.** ODNR shall have the right to enter upon the Property at all reasonable times both during the Project Period and after the Project Period, to inspect the Project. Project Sponsor shall grant ODNR access to the Property and take whatever measures that may be necessary to provide ODNR with full access to the Project.
30. **Debarment and Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Project Sponsor is required to verify that none of the Project Sponsor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Project Sponsor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by ODNR and NPS. If it is later determined that Project Sponsor the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to ODNR and NPS, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Project Sponsor certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Project Sponsor shall immediately repay ODNR all funds transferred by this Agreement.

31. **Confidentiality Agreements.** Project Sponsor shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are void (§743, Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235)).

32. **Eligible Workers.** Project Sponsor shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. §1324a). Project Sponsor shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
33. **Contract Work Hours and Safety Standards.** Where applicable, all contracts awarded by the Project Sponsor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. §§3702](#) and [3704](#), and the verbatim language found at 29 C.F.R. §5.5(b)(1)-(4).
34. **Lobbying.** If the grant awarded by this Agreement is more than \$100,000, Project Sponsor, in accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), hereby certifies that no federal appropriated funds have been paid by or on behalf of Project Sponsor to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Project Sponsor shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions. Each of Project Sponsor's contractors and subcontractors shall also disclose any lobbying with federal or non-federal funds that takes place in connection with obtaining any funds under this grant. Such disclosures shall be forwarded from tier to tier up to ODNR who in turn will forward the certification(s) to NPS.
35. **Federal Clean Air Act and Water Pollution Control Act.** If the grant awarded by this Agreement is more than \$150,000, Project Sponsor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.). Violations must be reported to NPS and the Regional Office of the United States Environmental Protection Agency (EPA).
36. **Trafficking In Persons.** Project Sponsor shall not: (i) engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; (ii) procure a commercial sex act during the period of time that the subaward is in effect; or (iii) use forced labor in the performance of the subaward, pursuant to section 106(g) of the federal Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104(g)).
37. **Whistleblower Protection.** Project Sponsor shall inform its employees in writing, in the predominate language of the workforce, of the protection established under the provisions of 41 U.S.C. §4712).
38. **Buy American--Build America Act.** Project Sponsor shall comply with the requirements of the Buy American-Build America Act (Pub. L. No. 117-58, §§ 70901-52).

39. **Federal Single Audit Requirement.** Project Sponsor shall comply with the federal single audit requirements in 2 C.F.R. §200.501.
40. **In-Kind Match.** If applicable, Project Sponsor shall comply with 2 C.F.R. §200.306 when using in-kind contributions as matching funds for this Project.
41. **Independent Capacity of Project Sponsor.** The parties agree that the Project Sponsor, and any agents or employees of the Project Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio for any purpose. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.
42. **Qualifications.** Project Sponsor represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
43. **Findings for Recovery.** Project Sponsor represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Project Sponsor agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
44. **Procurement Procedures/Conflicts of Interest.** Project Sponsor must comply with the procurement and conflict of interest provisions of 2 C.F.R. §200.318. Project Sponsor must disclose in writing any potential conflict of interest to NPS or ODNR in accordance with NPS policies established pursuant to 2 C.F.R. §200.112.
45. **Ohio Ethics Law.** The Project Sponsor certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap.102 and in R.C. §§2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Project Sponsor understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
46. **Charitable Registration.** If Grantee is a charitable organization or otherwise subject to R.C. Chapter 1716, it warrants and represents that it is registered and in good standing with the Office of the Ohio Attorney General and in compliance with all applicable requirements, including but not limited to, R.C. Chapter 1716.
47. **Campaign Contributions.** Project Sponsor shall comply with the provisions of R.C. § 3517.13(I) and R.C. § 3517.13(J) in the awarding of contracts relating to the Project.
48. **Liability; Indemnification.** Project Sponsor shall be solely responsible for all claims, demands, or causes of action arising from Project Sponsor's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed

that neither party agrees to indemnify the other party. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

49. **Termination by ODNR or NPS.** Any time after signing this Agreement, ODNR and/or NPS may terminate this Agreement, in whole or in part, for convenience when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. NPS may terminate this Agreement in whole, or in part, at any time before the completion of the Project whenever it is determined the Project Sponsor has failed to comply with the conditions of the grant. If ODNR or NPS terminates this Agreement, the Project Sponsor will be paid for any non-cancelable obligations properly incurred by the Project Sponsor prior to termination. Project Sponsor shall return any unused grant funds to ODNR within thirty (30) days of termination.
50. **Termination by Project Sponsor.** Any time after signing this Agreement, Project Sponsor may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Project Sponsor terminates this Agreement, Project Sponsor shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Project Sponsor shall return all unused grant funds to ODNR within thirty (30) days of termination.
51. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly and the availability of funds from a federal funding source. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly, and if federal funds are used, the availability of such funds from the federal funding source. If either the Ohio General Assembly or the federal funding source fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR. If appropriations are approved, ODNR may continue this Agreement past the current biennium by mutual, written agreement between the parties.
52. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
53. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
54. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Project Sponsor.
55. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Project Sponsor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
56. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially

enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

57. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
58. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
59. **Entire Agreement.** This Agreement, including any attachments and specifically referenced documents, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Agreement on the date stated below that party's signature.

PROJECT SPONSOR

OHIO DEPARTMENT OF NATURAL RESOURCES

THE CITY OF CLEVELAND HEIGHTS

OFFICE OF REAL ESTATE AND LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

LWCF ORLP Project Number: 39-01552

I, _____, acting as attorney for the
Name and Title of Attorney
_____("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the LWCF ORLP Project Sponsor Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement is, in my opinion, a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 20____).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

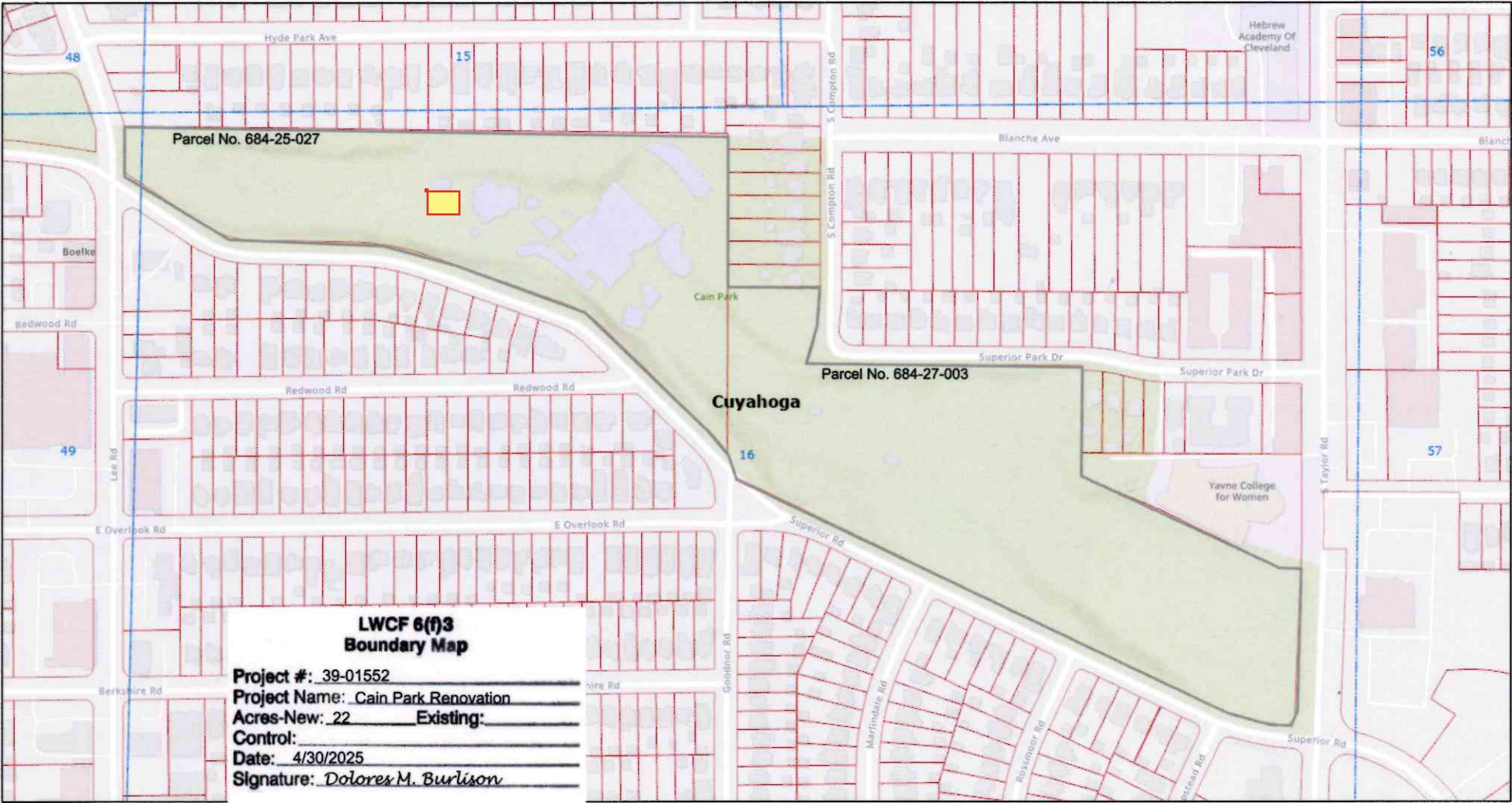
Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

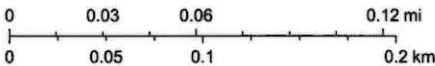
Cain Park Renovation, Cain Park, Cleveland Heights, Ohio



4/29/2025, 12:06:39 PM

Total Acreage=22 acres

1:3,346



"As an official designee of the sponsor, I certify that the sponsor understands that the property identified on this boundary map cannot be converted from public outdoor recreation without the written approval of the U.S. Department of Interior, National Park Service."

KAREN KNITTEL
Local Coordinator – Printed Name

Karen Knittel
Local Coordinator - Original Signature

APRIL 29, 2025
date

 Excluded Art Gallery



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland,

1. DATE ISSUEDMM/DD/YYYY

07/29/2025

1a. SUPERSEDES AWARD NOTICE dated

except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER

15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE

Project Grant

4. GRANT NO. P25AP01231-00

Originating MCA #

5. TYPE OF AWARD

Other

4a. FAIN P25AP01231

5a. ACTION TYPE New

6. PROJECT PERIODMM/DD/YYYY

From10/01/2025

Through09/30/2028

7. BUDGET PERIODMM/DD/YYYY

From10/01/2025

Through09/30/2028

8. TITLE OF PROJECT (OR PROGRAM)

39-01552 Cain Park Renovation (City of Cleveland Heights)

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

9a. GRANTEE NAME AND ADDRESS

DEPARTMENT OF NATURAL RESOURCES
2045 Morse Rd
Columbus, OH, 43229-6605

9b. GRANTEE PROJECT DIRECTOR

TIM ROBINSON
2045 Morse Rd Bldg D-3
Columbus, OH, 43229-6605
Phone: 6142656528

10a. GRANTEE AUTHORIZING OFFICIAL

Ms. Dolores Burlison
2045 Morse Rd BLDG D-3
Columbus, OH, 43229-6605
Phone: 614-265-6834

10b. FEDERAL PROJECT OFFICER

Nakita Lopez
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 209-628-4236

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages

.....\$

0.00

b. Fringe Benefits

.....\$

0.00

c. Total Personnel Costs

.....\$

0.00

d. Equipment

.....\$

0.00

e. Supplies

.....\$

0.00

f. Travel

.....\$

0.00

g. Construction

.....\$

655,000.00

h. Other

.....\$

125,000.00

i. Contractual

.....\$

0.00

j. TOTAL DIRECT COSTS

→\$

780,000.00

k. INDIRECT COSTS

\$

0.00

l. TOTAL APPROVED BUDGET

\$

780,000.00

m. Federal Share

\$

390,000.00

n. Non-Federal Share

\$

390,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)

\$390,000.00

b. Less Unobligated Balance From Prior Budget Periods

\$0.00

c. Less Cumulative Prior Award(s) This Budget Period

\$0.00

d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION

\$390,000.00

13. Total Federal Funds Awarded to Date for Project Period

\$390,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR

TOTAL DIRECT COSTS

YEAR

TOTAL DIRECT COSTS

a. 2

\$

d. 5

\$

b. 3

\$

e. 6

\$

c. 4

\$

f. 7

\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION

b. ADDITIONAL COSTS

c. MATCHING

d. OTHER RESEARCH (Add / Deduct Option)

e. OTHER (See REMARKS)

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation

b. The grant program regulations.

c. This award notice including terms and conditions, if any, noted below under REMARKS.

d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
No Program Income.

GRANTS MANAGEMENT OFFICIAL:

Matthew Russell, N/A
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 2027944311

17. VENDOR CODE		0070062830	18a. UEI		GL11CMUK9937	18b. DUNS		809172638	19. CONG. DIST.		03	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION						
1	0054008071-00010	\$390,000.00	10/01/2025	09/30/2028	5035	22GW ORLP CAIN PARK RENOVATION						

Page 83 of 133

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 07/29/2025
GRANT NO. P25AP01231-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Final	01/28/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Final	01/28/2029

AWARD ATTACHMENTS

DEPARTMENT OF NATURAL RESOURCES

P25AP01231-00

1. Grant Agreement
2. Detailed Budget
3. Categorical Exclusion

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
OHIO DEPARTMENT OF NATURAL RESOURCES

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I. LEGAL AUTHORITY

Agreement Number P25AP01231 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Ohio Department of Natural Resources (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.
- B. Project Objectives – This outdoor recreation grant will enhance community well-being by contributing to the maximization of recreational investments, expansion of opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The recipient, Ohio Department of Natural Resources, will pass through a subaward/subgrant to the subrecipient, City of Cleveland Heights, to improve Cain Park. This project will: Renovate the tennis courts and skate park.

V. RESPONSIBILITIES OF THE PARTIES

- A. The Recipient agrees to:
 - 1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the LWCF Federal Financial Assistance Manual (v. 72.1, April 2025).
 3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
 4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required by statutory authority for costs incurred under this Agreement. Cost share must be provided in specified amounts as identified in the attached project budget.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur pre-award costs.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$390,000.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Awarding Officer (AO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Unless authorized by provision VII, expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with CFR 200.407. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

X. DETERMINATION OF RISK

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72 (October 1, 2023).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or

developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

- E. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- F. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress

reports and such other information as the NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
8. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), related regulatory requirements including the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA 40 CFR Parts 1500-1508, and the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Departmental Manual Series 31, Part 516, Chapter 12), NPS Director's Order #12, "Conservation Planning, Environmental Impact Analysis, and Decision Making," and National Park Service NEPA Handbook (2015), and NPS LWCF Program-specific policies and procedures.

B. NEPA Clearance

2. Full NEPA clearance with conditions:

Based on all information provided by the recipient, the NPS has made a NEPA determination that includes condition(s) for activities listed in the Statement of Work (SOW) that have been approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF Agency Official responsible for NEPA determination. The recipient is thereby authorized to use federal funds for the defined project activities, subject to the recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

Questions about the permissibility of federal cost sharing on activities prior to the NPS' issuance of a final NEPA determination shall be directed to the Federal Project Officer and FAAO. The recipient must receive written approval from the FAAO before incurring costs for federal cost sharing. After receiving approval from the FAAO, if the recipient chooses to incur costs eligible for federal cost sharing for the approved activities, the recipient agrees to abide by the conditions, limitations, mitigation measures, monitoring requirements, and reporting responsibilities specified in writing from the FAAO and to undertake these activities in accordance with necessary landowner approvals, required permits, and any additional approvals and mitigation requirements of other federal, state and local governmental agencies with jurisdiction by law.

Condition(s):

Two tribes specifically wish to be contacted in the event of undocumented archaeological materials that are encountered during construction, use, or maintenance of this location. NPS has a list of all federally recognized tribes consulted with during the Section 106 process for this undertaking and NPS shall be alerted immediately in the event of an unanticipated discovery. The Shawnee Tribe requests immediate consultation. The Stockbridge-Munsee Community requests immediate consultation and to follow their

inadvertent discovery policy found here <https://www.mohican.com/mt-content/uploads/2022/09/smc-inadvertent-discovery-policy.pdf> . If the proposed work changes, expands, or is altered at all beyond the current scope and/or APE, consultation under Section 106 will need to be reopened immediately. The project sponsor shall follow these NEPA/Section 106 conditions during project implementation.

XII. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% minimus rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

3. RESERVED

4. KEY OFFICIALS

- A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified

within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance

system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
- ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- iii. Reached its final disposition during the most recent five-year period; and
- iv. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages more than \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described the award terms and conditions.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

- i. For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement.
Administrative use includes the use of unmanned aircraft by:

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities follow all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject

invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may

be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental,

developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that

includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

14. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

15. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

16. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

17. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

18. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

20. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

22. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

23. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal

entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

- (e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.](#)

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.](#)

25. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: <https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary's Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

FORM No. 4B: DEVELOPMENT COST ESTIMATE

Instructions: In the item column, give a short description of each item to be developed. In the quantity column, show the number of each item. In the units column, list units such as square feet, cubic yards, tons, lump sum, linear feet, etc. In the unit price column, list the cost per unit. The total cost of each item goes in the far-right column. An estimate of project costs prepared by a professional Engineer, Architect or Landscape Architect may be submitted in lieu of this form.

Please do not include contingency 'costs'

ITEM	QUANTITY	UNIT	UNIT PRICE	PURCHASE OR DONATION	TOTAL VALUE OR COST
Construction					
a. -Mobilization			\$ 70,000		\$ 70,000
b. -Earthwork/subgrade Prep			\$120,000		\$120,000
c. -Drainage			\$ 2,000		\$ 2,000
d. -Cast-in-place concrete			\$150,000		\$150,000
e. -Concrete Pigment			\$ 30,000		\$ 30,000
f. -Shotcrete			\$150,000		\$150,000
g. -Metal Fabrication (coping)			\$ 40,000		\$ 40,000
h. -Metal Fabrication (Skate-able Rails)			\$ 3,000		\$ 3,000
i. -Fencing			\$ 10,000		\$ 10,000
j. -Tennis Court Resurfacing			\$200,000		\$200,000
-k. Signage			\$ 5,000		\$ 5,000
Required Project Sign*					
TOTAL \$					\$780,000

*If purchased from ODNR: \$100 each

Details about Items above:

- Mobilization: Cain Park is located well below ground level and lots of grass. This line item will allow contractors to move their equipment in to place and create stable, temporary job sites to secure the site but also try and preserve the natural land surrounding it.
- Earthwork/subgrade Prep: For the skate park, it will be a full demo which is included in this line item. We will be completely removing the old and putting brand new in place. As it sits the land is extremely uneven and quite possibly the ground underneath may be

unstable. This line item will allow them to full make sure the foundation is stable and installing the skatepark goes smoothly.

- c. Drainage: Line anything else there will needs some sewer piping rerun to correct areas so everything drains correctly, protecting our investment.
- d. Cast-in-place concrete: This is all footers as well as concrete pads for the actual skate park to sit on. This will also include additional walk ways leading to both the skate park and the tennis courts, some replacing old walk ways and some new.
- e. Concrete Pigment: This will allow us to have the concrete different colors instead of your standard gray concrete.
- f. Shotcrete: This is a large chunk of the project. The skate ramps will all be formed using steel and then will be shotcreted in to form the actual ramp.
- g. Metal Fabrication (coping): This refers to the metal fabrication of the skate ramps before being covered in shotcrete.
- h. Metal Fabrication (Skate-able Rails): Exactly what the title says, there will be random skate-able rails throughout the skate park to jump on.
- i. Fencing: This is to fix any broken fencing around the tennis courts (10 ft fence around 6 tennis courts) and also enclose the skate park with a black 4ft chain link fence.
- j. Tennis Court Resurfacing: This will allow us to make any minor base asphalt repairs and then to resurface 6 tennis courts with brand new colors and crisp lines.
- k. Planned signage includes wayfinding, labeling of renovated skate park and tennis courts as well as rules of use.

FORM No. 4C: PROJECT COST SUMMARY

Eligible Cost	Sponsor Share in Cash	Sponsor Share In- Kind* Work	Sponsor Share Donations	Sponsor Share Other Grant(s)	LWCF Grant Amount	Total Cost
Acquisition						
Design & Engineering (maximum 15%)						
Labor (Force Account*)						
Special Service Contracts						
Rental of Equipment						
Construction Contracts	\$390,000				\$390,000	\$780,000
Purchase of Materials						
Other:						
TOTAL COSTS	\$390,000				\$390,000	\$780,000

Box B

Box B must equal
Box A on page 32.

*Force Account Labor:

Project labor cost by an employee for which the project sponsor plans to seek 50% reimbursement.

*In Kind Work:

Project labor cost by an employee or volunteer for which the project sponsor plans to request credit toward the 50% match.

39-01552, Cain Park Renovation – Skate Park
& Tennis Courts

Cleveland Heights, Cuyahoga County, Ohio

Proposed Federal Action

Approval of a Land and Water Conservation Fund (LWCF) grant to partially fund grant number 39-01552, Cain Park Renovation – Skate Park & Tennis Courts, which includes resurfacing tennis courts and reconstructing an existing skatepark.

Categorical Exclusion

On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Application and Revision (A&R) Form, I am categorically excluding the described project from further National Environmental Policy Act (NEPA) analysis. The action is fully described in National Park Service - NEPA Handbook (2015), Section 3.3. This grant has been environmentally certified F(3) which states: **“Grants for replacement or renovation of facilities in their same location without altering the kind and amount of recreational, historical, or cultural resources of the area, or the integrity of the existing setting.”**

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum

BRANDON PACE Digitally signed by BRANDON PACE
Date: 2025.07.02 14:43:57 -06'00'

Brandon Pace
Supervisory Compliance Officer
Competitive Programs
Land and Water Conservation Fund
National Park Service

Date

Proposed: 01/20/2026

RESOLUTION NO. 020-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to accept a grant from the U.S. Department of Justice (“DOJ”) through the Rural and Small Department Violent Crime Reduction Program; authorizing the Mayor to execute an agreement with Ken Ganley Ford, Inc., for the purchase of four (4) 2026 Ford Utility Hybrid Police Interceptors for the Cleveland Heights Police Department; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City applied in Fiscal Year 2023 for a Rural and Small Department Violent Crime Reduction Grant through the Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, funding received through another grant program presented issues concerning the duplication of funds and project scope and necessitated a rescoping of the grant addressed herein; and

WHEREAS, the DOJ approved the amended project scope on January 13, 2026, and awarded a grant in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) , which the City wishes to accept.

WHEREAS, the grant provides for, and the Chief of Police has determined there is a need to, purchase four (4) 2026 Ford Utility Hybrid Police Interceptors for the Cleveland Heights Police Department (“CHPD”); and

WHEREAS, the selected vehicles are available through Ken Ganley Ford, Inc., DBA KG Norton, LLC., for \$43,225.00 each, which is below the state bid price (ref RSI #03-1795, bid date 7/22/2025); and

WHEREAS, Section 171.02(bb) of the Cleveland Heights Codified Ordinances authorizes the purchase or lease of goods and services without obtaining competitive bids where the price for such goods or services is less than the price that would be obtained through one of the specified cooperative purchasing programs.

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

RESOLUTION NO. 020-2026(PSH)

SECTION 1. The Mayor is hereby authorized to execute any agreements or other forms necessary to amend the scope of the grant described herein, and to accept the award on behalf of the City.

SECTION 2. Contingent upon the final, confirmed award under the amended scope, the Mayor is hereby authorized to execute one or more agreement(s) necessary for the purchase of four (4) 2026 Ford Utility Hybrid Police Interceptors, in accordance with the requirements set forth in Section 171.02(bb) of the Cleveland Heights Codified Ordinances. The purchase price for said vehicles shall not exceed the sum of One Hundred Seventy-Two Thousand, Nine Hundred and 00/100 Dollars (\$172,900.00) All agreements and related documents hereunder shall be approved as to form by the Director of Law.

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure 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 fulfill the requirements of the grant prior to September 30, 2026, and timely accept the vendor's price quote, meet Ford Motor Co.'s ordering deadline, and avoid a price increase. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. 020-2026(PSH)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Memorandum

Date: 11/19/25

To: Law Department

From: Andy Boateng, Sustainability

Subject: NOPEC Green Community

Purpose Statement:

A Resolution authorizing the City to participate in the NOPEC Green Community Choice Program for the City's Electricity Aggregation Program Starting June 2026; and declaring the necessity that this legislation become immediately effective.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☐ No: ☒

If yes, why?

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

If yes, why?

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

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

Proposed: 01/20/2026

RESOLUTION NO. 021-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the City to participate in the NOPEC Green Community Choice Program for the City's Electricity Aggregation Program Starting June 2026; and declaring the necessity that this legislation becomes effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio ("City") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and participates in NOPEC's electricity aggregation program ("Aggregation Program"); and

WHEREAS, the City has adopted a Climate Action and Resilience Plan, a part of which includes increasing the renewable content of the electricity consumed in the City; and

WHEREAS, NOPEC is offering a green program offering for its member communities with a 100% renewable energy content standard default electricity aggregation product, that includes Renewable Energy Credits ("RECs") for 100% of the customer's energy usage, to any current or new NOPEC member community that selects this program for the upcoming three (3) year NOPEC electric aggregation term (from the June 2026 until June 2029 utility meter reads), and for subsequent NOPEC Aggregation Program terms ("Green Community Choice Program"); and

WHEREAS, the Green Community Choice Program will include the additional cost of 100% RECs for 100% of the City's eligible customers' energy usage; and

WHEREAS, the additional cost for the green-e certified REC content included in the Green Community Choice Program price from the June 2026 until June 2029 utility meter reads will be no higher than \$0.002/kWh or about \$1.75/month for the average residential household over the term of the upcoming program; and

WHEREAS, the City's eligible customers will have the option to opt-in to the standard NOPEC default product not containing additional RECs at the lower Standard Program price or choose another NOPEC product offering; and

WHEREAS, the NOPEC Green Community Choice Program offering requires that a member community notify NOPEC in writing on or before February 1, 2026, of its election to choose the Green Community Choice Program (100% REC standard default electricity aggregation product) for the upcoming three (3) year NOPEC Aggregation Program term with legislation adopted by the legislative authority of the community making the election.

RESOLUTION NO. 021-2026(MSES)

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

SECTION 1. This Council hereby approves the City's election to participate in NOPEC's Green Community Choice Program for the upcoming three (3) year NOPEC Aggregation Program term (from the June 2026 through June 2029 utility meter read(s) and, unless the City notifies NOPEC in writing otherwise on or before February 1 before each subsequent three (3) year NOPEC Aggregation Program term thereafter, the City shall continue to participate in NOPEC's Green Community Choice Program, at the REC content adder in effect for such subsequent NOPEC Aggregation Program term. This Council hereby authorizes and ratifies all actions of the Mayor in connection with execution of the City's election to notify NOPEC to participate in NOPEC's Green Community Choice Program.

SECTION 2. This Council hereby acknowledges that the City's election to participate in NOPEC's Green Community Choice Program for the upcoming three (3) year NOPEC Aggregation Program term (from the June 2026 until the June 2029 utility meter read(s) and, unless the City notifies NOPEC in writing otherwise on or before February 1 before each subsequent three (3) year NOPEC Aggregation Program term thereafter, the City shall continue to participate in NOPEC's Green Community Choice Program, at the REC content adder in effect for such subsequent NOPEC Aggregation Program term, and such election is binding and irrevocable.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

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

TONY CUDA
President of Council

ADDIE BALESTER

RESOLUTION NO. 021-2026(MSES)

Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: 1/7/2026

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Community Center Main Gym Bleacher Replacement

Purpose Statement:

This legislation allows us to replace the existing bleachers in the main gym at the community center with new, updated, ADA compliant bleachers. The current bleachers are over 20 years old.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

The bleachers have to be constructed and are a few months out. In order for them to be delivered and installed during our dead season (summer) we will need to get the order in asap.

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

If yes, why?

Same Reason as above.

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

This was included in Parks & Rec capital budget for 2026.

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

Proposed: 01/12/2026

RESOLUTION NO. 004-2026(CRR), *First Reading*

By Mayor Petras

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

WHEREAS, the bleachers in the Community Center's Main Gymnasium are over twenty (20) years old; and

WHEREAS, Farnham Equipment Company is the exclusive authorized reseller of Hussey Seating Company products in the state of Ohio; and

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

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

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

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

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

SECTION 2. Competitive bidding and other processes other than as prescribed herein, including Chapter 171 of the Codified Ordinances of the City of Cleveland Heights, are waived for and do not apply to this purchase pursuant to Section 1 hereof and Section 171.12 of the Codified Ordinances, as the contract is being awarded through the Sourcewell Cooperative Purchasing Program (Contract No. 0815230-HSC

RESOLUTION NO. 004-2026(CRR)

Purchase), which the Mayor has determined to be in the best interest of the City and which satisfies the requirements for competitive solicitation to the satisfaction of this Council.

SECTION 3. The Mayor is hereby authorized to execute all agreements and related documents with the Farnham Equipment Company necessary the provision, installation of, and related construction services for, the improvement of new bleachers for the Community Center's Main Gymnasium in accordance with Sourcewell Contract #081523-HSC Purchase for an amount not to exceed Ninety-Four Thousand and 00/100 Dollars (\$94,000.00).

SECTION 4. 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 5. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on 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 public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need accommodate the lead time required for fabrication, delivery, and installation while ensuring installation occurs before the end of Summer 2026; 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.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 004-2026(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Farnham Equipment Company
930 Kingsmill Parkway
Columbus, OH 43229

Phone: 614.882.0790
Fax: 614.781.9603

QUOTATION

Facility Name:	Cleveland Heights Community Center	Quote Number:	00011796
Contact Person:	Mike Discenzo, Field House Supervisor	Quote Date:	1/6/2026
Address:	1 Monticello Blvd	Est Delivery:	TBD – Spring/Summer 2026
City/State/ZIP:	Cleveland Heights, OH 44118	Term:	Net 30
Phone:	216-291-4444	FOB:	Delivered and Installed
E-Mail:	mdiscenzo@clevelandheights.gov		

ITEM	Description	Quoted Amount
	<u>Scope of Work: Maxam Bleachers at Cleveland Heights Community Center</u>	\$94,000
	Bank A (Entry Side) 4-tiered, 2-section, wall-attached unit - Net seating capacity of 92 with 4 ADA compliant seating sections - Clear polyurethane finish on plywood walking deck 10" deep CourtSide seat modules, Legend Green 627 - Hinged front aisle steps - Includes 1, 6' scorer's table and operating handles 45' 7 1/2" L x 7' 9 5/16" D 9 5/8" rise and 22" row spacing Bank B 4-tiered, 3-section, wall-attached unit - Net seating capacity of 151 with 4 ADA compliant seating sections - Clear polyurethane finish on plywood walking deck 10" deep CourtSide seat modules, Legend Green 627 - Hinged front aisle steps - Includes 1, 6' scorer's table and operating handles 71' 3" L x 20' 7' 9 5/16" D 9 5/8" rise and 22" row spacing **Add Price for 4 Maxam1 Bleacher Units (60 net seats)**	\$21,000
	Notes: 1st year free inspection - Includes end curtains on each bank (4 total) – Galaxy Gray 249 - Includes Demo/Disposal of existing and delivery/install of new bleachers by Farnham Equipment Certified Hussey Installers - On PO, indicate "Sourcewell Contract #081523-HSC Purchase" *Excludes Sales Tax. Includes Shipping *Any painting and/or wall repair responsibility of owner *Any electrical work to be performed by owner. FEC will assist with box mounting to deck	
	Total Price:	\$94,000

Terms and Conditions:

1. Above price does NOT include any unforeseen parts/labor determined to be required at time of inspection/service. Farnham Equipment Co. will advise owner's representative of any recommended parts, major repair issues and/or code compliance violations that are discovered as a result of the work quoted above.
2. Farnham Equipment Company requires written authorization or a P.O. Number to proceed with the above.
3. The above quotation is valid for 30 days.
4. All work performed by Factory Trained & Certified Technicians.
5. All work performed by Farnham Equipment Company includes a One Year Limited Warranty.
6. Price does NOT include any applicable sales tax.

Work Authorized By: Mike Discenzo, Field House Supervisor	FEC Contact: Tyler Miller
Signature:	Signature: X Tyler Miller
Date:	Email: tmiller@farnhamequipment.com
P.O. Number:	Date: 1/6/2026
	Phone Number:

Proposed: 01/20/2026

RESOLUTION NO. 022-2026(CRR), *First Reading*

By Mayor Petras

A Resolution recognizing February 2026 as *Black History Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights is rich in its diversity of cultures and races; and

WHEREAS, the residents of Cleveland Heights take great pride in the harmonious relationships that exist among and within the City's many diverse communities; and

WHEREAS, this Council recognizes the importance of sharing the rich cultural and spiritual heritage of each of the City's various ethnic groups in order to foster and encourage harmony and understanding among these groups; and

WHEREAS, the month of February is recognized as *Black History Month* by communities throughout the United States in order to raise awareness of and honor the accomplishments and contributions of Black Americans to the United States, and the accomplishments and contributions of members of the African diaspora throughout the world.

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

SECTION 1. The month of February 2025 is hereby designated *Black History Month* in the City of Cleveland Heights in recognition of the accomplishments and contributions of Black American citizens to this community and to our country, and the accomplishments and contributions of members of the African diaspora throughout the world. The City hereby reaffirms its commitment to maintain Cleveland Heights as a truly integrated community and to continue the tradition of appreciation and respect of our cultural diversity.

SECTION 2. 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 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *Black History Month* in a timely fashion. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council,

RESOLUTION NO. 022-2026(CRR)

this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 01/20/2026

RESOLUTION NO. 023-2026(CRR), *First Reading*

By Mayor Petras

A Resolution proclaiming February 14, 2026 as *National Donor Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, since 1998 February 14 has been recognized as National Donor Day in order to raise awareness and education about the critical importance of organ, eye, tissue, marrow, and blood product donation; and

WHEREAS, more than 100,000 individuals are on the national organ transplant waiting list—and on average 17 people die per day while waiting for an organ transplant, with 6,000 people in the U.S. having died in 2021 while on the transplant list; and

WHEREAS, the need for blood products is no less critical, as one in seven people entering a hospital require a blood transfusion and in fact every two seconds, there is someone in need of a blood transfusion, which translates to the need for around 40,000 daily donations; and

WHEREAS, in 2021, nearly 20,400 donors brought new life to recipients and their families; and

WHEREAS, just one organ donor can save as many as eight lives and one tissue and eye donor can help restore the sight of two people; and

WHEREAS, Donate Life America encourages everybody who can to register to be a donor today and share the #DonateLife message.

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

SECTION 1. This Council hereby proclaims February 14, 2026 as *National Donor Day*, urges all Cleveland Heights residents to educate themselves about the importance of organ donation and to consider becoming an organ donor and to encourage and support affected people and families.

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

RESOLUTION NO. 023-2025(CRR)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor