



March 3, 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) **Oath of Office Administered to New Councilmember**
- 5) **Amendments to the Agenda (if necessary)**
- 6) **Approval of minutes from previous meeting(s)**
 - a. January 7, 2026
 - b. January 12, 2026
 - c. January 20, 2026
- 7) **Communications from the Mayor**
- 8) **City Administrator's Report**
- 9) **Departmental Report(s)**
- 10) **Report of the Clerk of Council**
- 11) **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
- 12) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services;

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

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 041-2026(CRR): First Reading. A Resolution authorizing the Mayor to enter into an agreement with TEMA Roofing Services, LLC (“TEMA”) for design and construction services for the public improvement of replacing the lower roof of the Alma Theater at Cain Park; providing compensation therefor; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 042-2026(MSES): First Reading. A Resolution authorizing the Mayor to execute an agreement with Daimler Truck North America through its authorized distributor, Cleveland Freightliner, Inc., for the acquisition of a Freightliner 114SD Plus Chassis with ARM Commercial Dump Truck for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 043-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Classic Ford Mentor for the acquisition of a 2026 Ford F350 Crew Cab Short Box 4 x 4 Truck for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 044-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with International Motors, LLC through Southwest International Trucks, Inc. for the acquisition of a new MV607 SBA International Hot Box Combo for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 045-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into a grant agreement with the Northeast Ohio Regional Sewer District to accept funds under the 2026 Member Community

Infrastructure Grant Program for the Overlook Road Area and SSO-46 Control Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 046-2026(PSH): First Reading. A Resolution authorizing the Mayor to submit an application to the Ohio Department of Transportation (“ODOT”) for a grant under the Safe Routes to Schools (“SRTS”) Grant Program to fund a bicycle boulevard running from Canterbury Elementary School to Roxboro Schools Campus and to accept and enter into any agreements related to the Grant Program.

Introduced by Mayor Petras

RESOLUTION NO. 047-2026(CRR): First Reading. A resolution declaring the intent of the City of Cleveland Heights to finance, to the extent necessary, the construction of a new outdoor municipal pool and to pursue all available funding sources to offset local costs.

Introduced by Mayor Petras

RESOLUTION NO. 048-2026(AS): First Reading. A Resolution appointing Samia Azizuddin as a member of the Transportation and Mobility 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, Council President Cuda, and Council Vice President Larson

RESOLUTION NO. 049-2026(AS): First Reading. A Resolution reappointing Sam Bell, Chris Brace, Patrick Crago, Fern Haught, Gayle Lewin, and Howard Maier as members of the Transportation and Mobility 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, Council President Cuda, and Council Vice President Larson

RESOLUTION NO. 050-2026(COTW): First Reading. A Resolution opposing the passage of Ohio House Bills 26, 42, and 281 and Ohio Senate Bill 172 which would require local law enforcement agencies and other entities to assist United States Immigration and Customs Enforcement (ICE) in its operations; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by All City Councilmembers and Mayor Petras

ORDINANCE NO. 051-2026(PD): First Reading. An Ordinance authorizing the Mayor to execute an amendment to Tower Lease Agreement with T-Mobile Central, LLC for the use of a portion of City-owned property located at 14200 Superior Road for the construction, installation, operation, maintenance, repair, replacement, and improvement of a wireless communications facility and the grant of associated licenses and easements; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 053-2026(AS): First Reading. A Resolution approving the Mayor's appointment of Dee Weber as the Director of Human Resources, commencing upon her confirmation; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

b. First Readings Only

RESOLUTION NO. 052-2026(CRR): First Reading. A Resolution authorizing the Mayor to execute an agreement with Playcore Wisconsin, Inc. d/b/a GameTime through the Omnia cooperative purchasing program for the installation of a Tot Playground at Denison Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

c. Second Readings

RESOLUTION NO. 037-2026(MSES): Second Reading. A Resolution authorizing the Mayor to enter into an agreement with Best Equipment Co. for the acquisition of a Petersen TL3 Lightning Loader (aka claw truck) for the Refuse Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 038-2026(PSH): Second Reading. A Resolution authorizing the Mayor to execute an agreement with Urban SDK for the provision of geospatial AI solutions and roadway data in support of the City's safety, planning, and operational analysis initiatives; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

13) Committee Reports

14) Public Comment - General

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

15) Old Business

16) New Business

17) 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.

18) Council President's Report

19) Adjournment

NEXT MEETING OF COUNCIL: MARCH 16, 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**
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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



January 20, 2026
Regular Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:39pm

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 (if necessary)

- None

5) Approval of minutes from previous meeting(s)

a. January 7, 2026

APPROVED

b. January 12, 2026

APPROVED

6) Communications from the Mayor

- Has met with most members of the City Council, and his plan is to incorporate at least one idea from each Councilmember into the city's 2026 initiatives.
- Spoke about snow removal in the City; he agrees we need to do better, and he is working with the department heads of public works, parks and recreation to go over every aspect of the snow removal process and how it can be improved. The next snowfall is forecast for Wednesday, and the City should have enough salt on hand, but it will take a bit of time, so he asks that residents be patient.

7) City Administrator's Report

- None

8) Departmental Report(s)

- None

9) Report of the Clerk of Council

- None

10) Public Comment - Legislative Agenda Items only

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

- None

11) Public Comment - General

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

Speakers

Name	Resident/Board Member/Other	Topic
Jamie Hickner	Resident	Immigrant Rights; One year anniversary of ICE raid on Cilantro
Shay Singh	Resident	Immigrant Rights

David Berenson	Resident	Immigrant Rights
Gary Benjamin	Resident	Immigrant Rights
Melody Joy Hart	Resident	Immigrant Rights
Barbara Aguilar	Other	Immigrant Rights
Angela Manella	Resident	Immigrant Rights
Mike Corradini	Resident	Immigrant Rights
Anastasiya Kurylyuk	Resident	Immigrant Rights
Johnmark Wisniewski	Resident	Immigrant Rights
Karly Whitaker	Resident	Immigrant Rights
Marcy Kanner	Resident	Immigrant Rights
Alen Federman	Resident	Immigrant Rights
Raul Montejo	Resident	Prosecute ICE agents who break the law
Edgar Mitchell	Resident	Thanked council for helping him with the tree issue
Lynn Tramonte	Resident	Immigrant Rights
Harley Rubin	Resident	Diversity and political equity in our city
Quinton Yoder	Resident	Immigrant Rights
Natalie Davis	Resident	Immigrant Rights
Ms. Taylor	Resident	Road safety/speeding traps
Marty Gelfand	Resident	Immigrant Rights
Graham Ball	Resident	Immigrant Rights
Grace Heffernan	Other	Immigrant Rights

12) LEGISLATION

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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

Motion to adopt: Gail Larson
Seconded: Craig Cobb

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

LEGISLATION PASSED

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

Motion to adopt: Jim Posch
Seconded: Craig Cobb

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

LEGISLATION PASSED

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

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. 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

Motion to adopt: Jessica Cohen
Seconded: Jim Posch

1 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
2 Tony Cuda
3 **No:** None
4

LEGISLATION PASSED

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

10
11 Introduced by Councilmember Cobb

12 **Motion to adopt:** Jessica Cohen

13 **Seconded:** Jim Posch
14

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

17 **No:** None
18

LEGISLATION PASSED

19 **RESOLUTION NO. 013-2026(AS): First Reading.** A Resolution
20 reappointing David Benson, Laura Black, Cindie Carroll-Pankhurst, Sue Dean
21 Dyke, Susan Efroymson, Kasey Friedland, Jonathan Goldman, Leslie Jones,
22 Mara Lakhn, Adam May, Illie Massey, Arin Miller-Tait, Rachel Moore,
23 Saralene Oakley Toombs, Lorna Rudolph, Darius Smith, Patti Substelny, and
24 Darlene White as members of the Citizens Advisory Committee of the City of
25 Cleveland Heights, OH; and declaring the necessity that this legislation
26 become immediately effective as an emergency measure.

27
28 Introduced by Councilmember Cobb

29 **Motion to adopt:** Jim Posch

30 **Seconded:** Craig Cobb
31

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

34 **No:** None
35

LEGISLATION PASSED

36 **RESOLUTION NO. 014-2026(PSH): First Reading.** A Resolution
37 authorizing the Mayor to enter into an agreement Green Home Solutions,
38 LLC, a certified lead abatement contractor, for the use of Lead Safe Ohio
39 (LSO) Grant funds in connection with the abatement of lead-based paint
40 hazards at permanent parcel number 681-03-044; providing compensation
41 therefor; and declaring the necessity that this legislation become immediately
42 effective as an emergency measure.

43 Introduced by Mayor Petras

1 **Motion to adopt:** Jim Posch

2 **Seconded:** Gail Larson

3
4 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
5 Tony Cuda

6 **No:** None

7 **LEGISLATION PASSED**

8 **RESOLUTION NO. 015-2026(PSH): First Reading.** A Resolution
9 authorizing the Mayor to enter into an agreement with Sosis Painting and
10 Remodeling, LLC, a certified lead abatement contractor, for the use of Lead
11 Safe Ohio (LSO) Grant funds in connection with the abatement of lead-based
12 paint hazards at permanent parcel number 682-29-035; providing
13 compensation therefor; and declaring the necessity that this legislation
14 become immediately effective as an emergency measure.

15
16 Introduced by Mayor Petras

17 **Motion to adopt:** Jim Posch

18 **Seconded:** Gail Larson

19
20 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
21 Tony Cuda

22 **No:** None

23 **LEGISLATION PASSED**

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

31
32 Introduced by Mayor Petras

33 **Motion to adopt:** Jim Posch

34 **Seconded:** Craig Cobb

35
36 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
37 Tony Cuda

38 **No:** None

39 **LEGISLATION PASSED**

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

measure.

Introduced by Mayor Petras

Motion to adopt: Jim Posch

Seconded: Jessica Cohen

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

No: None

LEGISLATION PASSED

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

Motion to adopt: Jim Posch

Seconded: Jessica Cohen

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

No: None

LEGISLATION PASSED

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

Motion to adopt: Jim Posch

Seconded: Jessica Cohen

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

No: None

LEGISLATION PASSED

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

Motion to adopt: Jim Posch

Seconded: Gail Larson

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

No: None

b. LEGISLATION PASSED

c. 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

READ INTO THE RECORD

d. 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

Motion to adopt: Jim Posch

Seconded: Craig Cobb

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

No: None

LEGISLATION PASSED

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Motion to suspend rules: Gail Larson
Seconded: Jim Posch

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

MOTION PASSED

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. 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

Legislation passed on consent agenda

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

Legislation passed on consent agenda

13) Committee Reports

- **AS:** The next meeting of Administrative Services is Monday, January 26, at 5pm; they will discuss various vacancies on resident boards/commissions.
- **Finance:** The next Finance Committee meeting is Monday, January 26, at 6pm.
- **PSH:** The next Public Safety and Health Committee meeting is Monday, January 26, at 7pm.
- **PD:** Cohen asked if the other members of the Planning and Development Committee were available on February 9 at 6pm for the first committee meeting of the year. Old Business

- None

14) New Business

- None

15) Council Member Comments

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

- **Larson:** If anybody is interested in donating to immigrant rights groups, please consider donating to the Immigrants Defense Fund
- **Cohen:** Thanked Mayor Petras and Director Clinksale for their efforts and hard work during this past weekend's snow removal efforts. She also spoke about the request for funding from CH4ImmigrantRights and urged them to focus their efforts on identifying non-profits that are already established to undertake this type of work.
- **Posch:** Agreed with his colleague Councilmember Cohen regarding her remarks on the immigrant rights efforts. He also thanked Mayor Petras for his efforts regarding snow removal.
- **DeWitt-Foy:** Thanked the people from CH4ImmigrantsRights who came in to speak tonight. He recognizes and understands the fear of what is happening in our country and reiterates his colleague's comments about considering non-profits that might be best suited to help.

16) Council President's Report

- Reflected on MLK Day and the Civil Rights Movement

17) Adjournment

End: 8:58pm

NEXT MEETING OF COUNCIL: FEBRUARY 2, 2026



Date: 2/18/2026

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Cain Park Alma Roof Replacement

Purpose Statement: To authorize the replacement of the Cain Park Alma Theatre roof.

The Cain Park Alma roof has had some serious leaks for quite some time now and is creating damage to the interior of the Alma. We brought out a contractor to assess the roof and it can no longer be repaired, it must be replaced. I am requesting legislation to be approved for us to enter in to a contract with TEMA Roofing company, a TIPS cooperative purchasing vendor in order to replace this roof. Funding for this project will come from capital account 402.8201.3004. We will be reducing some other items in Cain Park Capital for 2026 in order to make up the amount necessary to cover this expense as this is a priority item and programming cannot be scheduled in the Alma without this roof replacement.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? So that the legislation becomes immediately effective once passed.

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

If yes, why? While we understand council is trying to move away from first reading passages, we consider this necessary for this item as we have an opportunity to get this company out ASAP to make these repairs and us continue programming for the Alma season.

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

As stated above we will be shifting some items around in the 2026 Cain Park Capital Budget to account for this expense and not ask for any additional dollars. 402.8201.3004.

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

Proposed: 03/03/2026

RESOLUTION NO. 041-2026(CRR), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with TEMA Roofing Services, LLC ("TEMA") for design and construction services for the public improvement of replacing the lower roof of the Alma Theater at Cain Park; providing compensation therefor; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, the conditions of the Alma Theater's roof are deteriorating and necessitate replacement with a new roof; 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, The Interlocal Purchasing System ("TIPS") is a nationwide purchasing cooperative commissioned by the Texas state legislature and TEMA is an approved TIPS vendor/participant; and

WHEREAS, time is of the essence with respect to contracting for this improvement due to the seasonal nature of roofing work.

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

SECTION 1. The Mayor is hereby authorized to take all actions and execute any documents necessary for the City of Cleveland Heights to join/register with TIPS and to execute an agreement with TEMA Roofing for the replacement of the Alma Theater's lower roof at Cain Park, substantially in accordance with the TEMA proposal attached hereto as Exhibit "A" and on file with the Clerk of Council, for an amount not to exceed Sixty-Two Thousand, Four Hundred dollars and 00/100 (\$62,400.00). Requirements for competitive bidding or other requirements under Chapter 171 of the Cleveland Heights Codified Ordinances are waived to the extent inconsistent herewith. All contracts hereunder shall be in a form approved by the Director of Law.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RESOLUTION NO. 041-2026(CRR)

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

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to complete all work while weather permits. Wherefore, provided it receives the affirmative 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

TEMA Roofing Services Proposal:**Exhibit “A”****Prepared for:****City of Cleveland Heights, Cain Park Alma Theater****Lower Roof (picture of area above)****Prepared by:****TEMA Roofing Services, LLC****TIPS Contract Number:****#230104****February 13, 2026**

Cain Park Alma Theater Lower Roof Tear-off Replace**Scope of Work:**

TEMA Roofing Services, Safety Program, design work, architectural drawings, details, Factory Mutual compliance, UL compliance, manufacturer compliance, building code compliance, scheduling, project management, permit and warranty are included in the following scope of work, as well as investment schedule.

For your review and approval, we are proposing to follow the specification requirements of NRCA (National Roofers Contractors Association) and Sika Sarnafil to install roofing systems to meet a **20-year roof warranty** design for Cain Park Alma Theater Lower Roof Area.

Roof area = 1,500 sq. ft. **Alma Lower Roof:**

1. A written specification, roof drawing and specific details will be prepared and presented prior to beginning of this project. The purpose is to document the scope and details to be incorporated into the roof area.
2. Safety is a priority for this project. TEMA Roofing Services will prepare a written safety plan detailing our set-up, material handling, fall protection, MSDS documentation, and schedule of on-going meetings. Project management will be critical to a successful project. We will be presenting a schedule and outline for our meetings; we suggest weekly meetings.
3. TEMA Roofing Services will provide workers compensation and insurance that will be required for this project.
4. Local company and local employees. This is critical to our local economy and the employment of our local citizens. Keeping the business local helps our community in many ways.
5. The guide specification for the **Alma Theater Lower Roof** area is to tear off existing roof down to the wood deck substrate, replace bad wood decking, and install new roof system with one (1) layer 1" insulation, attach .060 mil Sika Sarnafil PVC membrane.
6. TEMA Roofing Services will install Sika's new 24-gauge metal systems at perimeter, flashings, and drip edge in accordance with manufacturer's 20-year system warranty.
7. TEMA Roofing Services will provide our staging, material handling and means and methods for access to the roof areas for your review and approval prior to commencing work.
8. TEMA Roofing Services will be outsourcing the dump boxes to a local service that will transport the debris legally to an approved C&D landfill for disposal.
9. TEMA Roofing Services will provide restroom facilities throughout duration of project.
10. Sika Sarnafil Manufacturers field technician will be conducting on-going inspections and upon completion of the roof area will complete their audit and grade the installation of the finished roof on a scale of 0 to 10 with 10 being perfect. TEMA Roofing Services goal is to achieve a 10.
11. TEMA to provide 2-year contractor warranty at no charge.
12. TEMA to provide 1-year Preventative Maintenance visit at no charge.

CLARIFICATIONS

1. 2-year contractor warranty included.
2. 1-year TEMA PM included.
3. TEMA Roofing Services and Sika Sarnafil are not responsible for existing building conditions such as, but not limited to, leaking walls, windows, interior drains, pipes, air conditioner equipment, electrical wiring, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, trim, existing water damage to the interior of the building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roofing system, or the existence of mold.
4. Upon completion we will remove our materials, clean up the grounds and leave your facility in the same condition we found it.
5. Any damage from ponded water due to previous existing substrate conditions is not our responsibility.
6. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Sika Sarnafil published specifications.
7. TEMA Roofing Systems, LLC shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

INVESTMENT SCHEDULE

The investment schedule breakdown is for accounting purposes. We have our material, labor, subcontractors, overhead, taxes and insurance based on the areas being awarded to TEMA Roofing Services, LLC on one contract.

Investment for the above outlined scopes of work:

- Above scope of work \$62,400.00

Unit pricing:

- Wood Deck Replacement \$15.00/SF (if more than 25% of deck needs replaced)

Payment terms:

- 40% (\$25,760.00) of contract value due upon acceptance of proposal, remaining to be billed out during construction of the project.

Budgets:

The below budgets represent other roofing assets at Cain Park that are at or near the end of their useful life and should be added to budgets for future work. While we were on site to collect information for the lower roof area at Alma Theater, we evaluated the Alma Theater Upper Roof. This area needs a long term, 20-year warranty, solution as soon as your budget allows.

- Alma Theater Upper Roof (4,300 SF) \$82,000.00
 - Tear off replace with same scope as Alma Theater Lower Roof

The City of Cleveland Heights (“Customer”) at 40 Severance Circle, Cleveland Heights, Ohio 44118 hereby contracts with TEMA ROOFING SERVICES, LLC (“Contractor”) at 1596 Motor Inn Drive, Youngstown, Ohio 44420 and hereby agrees as follows:

1. **Recurring Words:** As used in this Agreement, (a) the word “or” is not exclusive, (b) the words “consent” and “approval” are synonymous, (c) the word “including” is always without limitation, (d) all monetary amounts are denominated in United States dollars, (e) neuter words should be construed to include correlative feminine and masculine words, (f) words in the singular number include words in the plural number and vice versa.
2. **Representatives:**
 - 2.1. The ***Contractor’s Representative*** shall be Tommy Froelich III. The Contractor’s Representative has the authority and responsibility to bind the Contractor. The Contractor represents that the Contractor’s Representative has the qualification and experience required for the Project.
 - 2.2. The ***Customer’s Representative*** means any person who has authority to act as or on behalf of the Customer, including, any engineer or architect retained by the Customer. ***“Person”*** includes any business entity, group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, limited liability company, unincorporated organization, and governmental authority, as well as a natural person.
 - 2.3. The ***“Plans and Specifications”*** means the plans, specifications, and/or design documents, including drawings, shop drawings, schematics, instruments of service, and drafts.
3. **The Work:**
 - 3.1. **Scope of Work.** The scope of work is contained and limited to the work identified on the Proposal attached hereto as **Exhibit “A”**. Any work items or tasks not specifically identified are not a part of this Agreement. The scope of work does not include any engineering or design professional work. All work performed by Contractor shall meet or exceed all state and local building codes. Contractor shall remove all construction debris and leave the project in a broom clean condition.
 - 3.2. **Final Completion.** Contractor shall notify Customer when the Project reaches substantial completion. Customer shall be entitled to conduct a single, final walkthrough with Contractor and issue a punch-list for any repairs or corrections necessary to complete the Project in accordance with the Plans and Specifications. Any items identified within the punch-list that consist of additional work or work beyond the scope of the plans and specifications shall be treated as a change order.
 - 3.3. **Working Hours.** This Agreement is based upon the performance of all work during Contractor’s regular working hours, excluding weekends and National holidays. Extra

charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

- 3.4. **Deck Deflection.** Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work. Customer shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and other expenses incurred as a result of the Customer and/or Customer's failure to fulfill its obligations under this paragraph.

4. **Change Orders and Construction Variation:**

- 4.1. **Change Orders.** A change order is any change in Work from the original plans and specifications upon which the Contract Sum is predicated. In the absence of an express lump sum agreement with respect to any change order, changed work shall be billed to the Customer at the direct cost to the Contractor plus twenty-five percent (25%). Additional time needed to complete change orders shall increase the time needed for Project completion.
- 4.2. **Finish Selection Schedule.** Customer shall submit completed Finish Selection Schedules to Contractor in a timely fashion, if applicable, but in no way beyond the dates identified in the Proposal. Customer recognizes that any delays or changes in finish selection schedules may add time and cost to the Project.
- 4.3. **Concealed Conditions.** Should concealed or unknown conditions be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
- 4.4. **Construction Variation**
 - 4.4.1. Unless stated otherwise herein, the design of the Project is dictated by the Customer or the Customer's Representative. Contractor is not responsible or liable for the design of the Project. Customer certifies that it has not relied upon the accuracy of the representations of the Contractor with respect to the Plans and Specifications.
 - 4.4.2. In the event that materials to be used in the construction of the Project become unavailable, Contractor reserves the right to substitute substantially equivalent materials for the unavailable materials.
 - 4.4.3. Customer acknowledges that in the course of construction, certain changes, deviations or omissions in the design of the Project may occur or may result because of the particular conditions of the job, lender requirements, and/or governmental authorities having jurisdiction over the Project.
 - 4.4.4. In the event that Federal, state, local, county, or municipal codes, regulations or permitting authorities require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work provided

for in this Agreement, Customer shall pay for all extra costs incurred by Contractor as a result of the required additional work in addition to the Agreement price.

- 4.4.5. Customer hereby authorizes the Contractor to undertake, without the need for specific authorization, any changes, deviations or omissions required by the particular conditions of the job, lender's requirements, or governmental authorities, and to make changes and substitutions of materials of equal or greater quality than those specified on the Plans and Specifications. Customer agrees to pay for all changes, extras, deviations or omissions required for the Project.
 - 4.5. **Delay.** The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.
 - 4.6. **Hazardous Materials.** Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this Agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Customer immediately and allow the Customer to contract with a properly licensed and qualified hazardous material contractor.
 - 4.7. **Sealed Attic Liability Exclusion.** Contractor disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).
 - 4.8. **Unforeseen Deck Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, electrical, telephone and security wiring and air conditioning wiring and lines should not be installed directly beneath the roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for any repair or replacement that may be necessary.
5. **Payment:**
- 5.1. Payments shall be made pursuant to the terms contained in the Proposal attached as **Exhibit "A"**, subject to additions and deductions as provided in this Agreement
 - 5.2. For all portions of the contract price payable by Customer to Contractor, Customer shall pay or cause to be paid the amount of any payment request to Contractor within **ten (10) days** of receipt of a payment request from Contractor.

- 5.3. Beginning on the 11th day after Customer's receipt of a payment request, payments not timely made on said request shall accrue interest on a daily basis at the rate of 8% per annum, not to exceed the maximum amount of interest allowed by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices.
- 5.4. Contractor will not perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to adhere to its payment obligations hereunder. By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory.
- 5.5. Customer acknowledges that the construction industry is currently experiencing price and availability volatility with regard to the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products charged to the Contractor in excess of **five (5%) percent** subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer upon request. As an additional remedy, if the actual cost of any material line item increases more than **ten (10%) percent** subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the Agreement for convenience.
6. **Time:** The exact completion date is unknown. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. Contractor shall not be liable for any damages, and Customer waives all damages associated with delays in the completion of the work due to permitting or inspection issues, delays in obtaining materials or the transportation of materials, delays caused by Acts of God or delays caused by Customer or any person other than Contractor. Payment to Contractor is an absolute and independent obligation, and Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement as retainage or on account of alleged charge backs or set offs unless previously authorized by Contractor in writing. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms.
7. **Contractor's Responsibilities.**
- 7.1. Contractor shall be responsible for and have control over the means, methods, techniques, and sequencing of construction, and for coordinating all portions of the Work. Contractor is to complete the work in a safe and expeditious manner. The Contractor shall use its best efforts and judgment to adopt and implement policies and practices to avoid work stoppages and disputes.
- 7.2. Contractor is not required to verify whether the Plans and Specifications are in accordance with applicable building codes, laws, statutes, ordinances, rules or regulations. Contractor shall, however, report to Customer any non-conformity discovered or made known to Contractor.

7.3. Contractor shall hold all licenses and shall obtain all construction permits necessary for the work to be completed.

7.4. **Subcontractors.**

7.4.1. Portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts with others.

7.4.2. The Contractor shall not contract with any person or entity if the Customer has made a reasonable and timely objection thereto.

7.5. **Insurance.**

7.5.1. Contractor shall maintain comprehensive general and automobile liability insurance coverage and workers' compensation insurance coverage with properly licensed insurance companies with coverage amounts, in Contractor's reasonable estimation, adequate to cover the risk exposure of the Project contemplated by this Agreement.

7.5.2. Customer may secure additional insurance to protect itself from liability from claims which may arise during the performance of this Agreement, and Contractor encourages Customer to do so if Customer is uncomfortable with Customer's or Contractor's existing coverages.

7.5.3. Customer and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance.

7.6. No construction bonds are required under this Agreement.

8. **Contractor's Warranty.**

8.1. At the completion of this Project, Contractor shall execute an instrument to Customer warranting the Project for two (2) years against defects in workmanship and transfer any applicable manufacturer's warranty. This Agreement contains all of the representations, warranties and promises of the Contractor.

8.2. No agent or representative of the Contractor is authorized to make any representation or promise on behalf of the Contractor other than those contained herein.

8.3. The express warranty provided by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.4. All warranties or guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are

solely for the original Customer and are non-transferable, unless otherwise agreed to by Contractor and Customer in writing.

8.5. Pre-existing Conditions.

- 8.5.1. To the extent that Contractor may be repairing work that was previously damaged by mold, water, termites, or other conditions (“Pre-Existing Conditions”) unrelated to the work performed by Contractor on the Project, Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies (“Claims”) pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims.
- 8.5.2. The Customer is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions.
- 8.5.3. **Mold. MOLD (MILDEW) IS A COMMON, NATURALLY OCCURRING ORGANISM THAT GROWS INDOORS AND OUTDOORS, WHICH CAN GROW ON WOOD, DRYWALL, CONCRETE, CARPET AND A VARIETY OF OTHER ELEMENTS WHEN MOISTURE OR HUMIDITY IS PRESENT. MOLD MAY PRODUCE ADVERSE HEALTH EFFECTS ALTHOUGH THE SCIENTIFIC EVIDENCE IS UNCLEAR AS TO THE EXTENT OF HEALTH RISK OR THE AMOUNT OF MOLD NECESSARY TO CAUSE HEALTH IMPACT. MODERN BUILDING CODES, PRACTICES AND MATERIALS PROVIDE LIVING SPACE THAT IS ENERGY EFFICIENT. HOWEVER, ALL BUILDINGS ARE SUSCEPTIBLE TO MOLD GROWTH.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies pertaining to mold, including claims arising out of or relating to the detection, removal, disposal, or remediation of mold, whether those claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those claims are based on the acts or omissions of Contractor or individuals or entities under Contractor’s control.

9. Customer’s Responsibilities.

- 9.1. **Design Professional Services.** Unless otherwise stated herein, Customer shall provide all design professional and interior decorator services.
- 9.2. Customer represents and warrants that it has the authority to enter into this Agreement. Contractor is relying on the Customer’s representations contained within this section of the Agreement.
- 9.3. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in community development district documents and regulations, deeds, or subdivision or neighborhood regulations which might relate to or restrict the Work under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.

- 9.4. Customer shall furnish all surveys for the Project site. Contractor is entitled to rely upon the accuracy of the survey, and all information contained therein.
- 9.5. Excluding construction permits, Customer shall secure and pay for all necessary approvals, easements, assessments, or other charges requested for construction, use or occupancy of the Project.
- 9.6. The Customer shall furnish to Contractor information necessary and relevant for the Contractor to give notice of or enforce mechanic's lien rights.
- 9.7. Upon request by Contractor, Customer shall furnish, as a condition precedent to commencement or continuation of the Work, reasonable evidence that the Customer has made financial arrangements to fulfill its obligations to pay the Contract Sum.
- 9.8. **Separate Contractors.** The Customer shall not, without the express written permission of the Contractor, engage other contractors to perform construction services or related operations on the Property or Project at any time prior to the final completion of the Project.
- 9.9. **Customer's Insurance.**
- 9.9.1. Customer shall maintain its usual liability insurance coverage.
- 9.9.2. **All Risk Policy.**
- 9.9.2.1. Customer shall purchase and maintain a builder's risk or equivalent policy in an amount no less than the Contract Sum or the total Project Value, whichever is greater.
- 9.9.2.2. This insurance shall include, without limitation, insurance against physical loss or damage, including fire, theft, vandalism, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings, debris removal, and compensation for design professional services associated to any such loss or damage.
- 9.9.2.3. This insurance shall name Customer as the insured and shall include Contractor and, if applicable, Customer's lender as "additional insureds."
- 9.9.2.4. Customer and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the extent covered by insurance.
- 9.10. **Subrogation Waiver.** Customer and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, for damages to the extent covered by property insurance.
- 9.11. **Indemnification.** To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless Contractor and all of its affiliates, agents, officers, directors, and employees from and against all loss, liability, cost, and expense, including but not limited to attorney's fees, which any of them may incur, sustain or be subject to on account of all claims, damages, losses, and expenses, including loss or expense attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including the loss of use resulting therefrom, arising out of or resulting

from the performance of this Agreement and to the extent caused in whole by any act or omission of the Customer or anyone directly or indirectly employed by Customer or anyone for whose acts the Customer may be liable. Nothing in this indemnity provision shall be construed as to require Customer to indemnify Contractor for its own negligence.

10. **Default.**

10.1. **Contractor's Default.**

10.1.1. If the Customer believes the Contractor to be in breach of this Agreement, Customer shall give Contractor at least seven (7) days written notice and the opportunity to cure, or such additional time as is reasonably necessary to cure any alleged breach, before declaring Contractor in default of this Agreement.

10.1.2. It is Customer's responsibility to notify Contractor in writing within seven (7) days (unless otherwise provided for in the Agreement) of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.

10.2. **Customer's Default.**

10.2.1. Customer shall be in default of this Agreement upon any of the following occurrences: (a) Customer fails to provide access to the job site or materially interferes with construction; (b) Customer fails to make timely payment under the terms of this Agreement; or (c) Customer otherwise violates a material provision of this Agreement.

10.2.2. Upon a default by Customer, after providing seven (7) days written notice and opportunity to cure to Customer (such opportunity to cure required only where the default is of an ongoing nature capable of being cured), Contractor may terminate the Agreement and/or pursue all applicable legal or equitable remedies.

10.3. **Cessation of Work.** If Customer fails to timely pay Contractor, Contractor may immediately stop all work on the Project until Contractor receives payment from the Customer and/or terminate the Agreement.

11. **Dispute Resolution.**

11.1. **Venue.** The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be **Trumbull County, Ohio**. Any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, may in Contractor's sole discretion, be brought in the appropriate court in the venue previously identified, or through arbitration proceedings subject to the construction industry rules and regulations of the American Arbitration Association.

11.2. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

11.3. **Attorney's Fees.** The losing party in any legal or equitable action arising out of or relating to this Agreement including appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

11.4. **Damage Limitation.**

11.4.1. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

11.4.2. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

11.5. **WAIVER OF JURY TRIAL: EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.**

12. **Miscellaneous Provisions.**

12.1. **No Third-Party Beneficiaries.** This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

12.2. **Act of God.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, fires, pandemics, epidemics, state, local or federal emergencies which prevent performance, hurricanes, and other weather conditions, strikes, war or other causes beyond Contractor's reasonable control.

12.3. **Time.** Time is of the essence for all purposes of this Agreement unless expressly provided to the contrary.

12.4. **Assignment.** This Agreement shall not be assignable by Customer without the written consent of the Contractor. Any attempt at assignment may be deemed a default.

12.5. This Agreement incorporates, by reference, the Contractor's Proposal attached as Exhibit "A".

- 12.6. **Complete Agreement.** The Contract Documents (including all exhibits, addenda and modifications thereto) constitute the sole and entire agreement between the parties. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. No modification, written or verbal, shall be binding upon either party unless agreed to in writing signed by both parties. Each provision of this Agreement and/or the Contract Documents are severable from every other provision, and if any provision is unenforceable, the remainder of the Agreement and/or Contract Documents will remain valid and enforceable. This Agreement and the Contract Documents shall inure to the benefit of the heirs, personal representatives, successors and assigns of Contractor and Customer respectively as permitted. Each provision of the Agreement and the Contract Documents shall be construed as if both parties mutually drafted it. In the event of a conflict between this Agreement and any other Contract Document, this Agreement controls, governs and takes precedence.
- 12.7. **Effective Date.** The effective date of this Agreement (“Effective Date”) will be the date when the last one of the Customer and Contractor has executed this Agreement, provided that the Agreement is fully executed and delivered by Customer and Contractor. This Agreement may be executed in counterparts, and the counterparts collectively shall constitute the Agreement. A facsimile copy of this Agreement and any signatures on this Agreement shall be considered for all purposes as originals, but any party executing by a facsimile agrees to deliver a copy containing original signatures following such facsimile transmission at the request of the other party.
- 12.8. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, to the parties at the addresses set forth in the introductory paragraph of this Agreement and shall be effective upon personal delivery or two days after deposit of the notice with the United States Postal Service.
- 12.9. **Access.** Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure if required.
- 12.10. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as “oil-canning.” Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of impending high wind conditions, hurricanes, tornados, or other adverse weather conditions, if Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extras’ services. Contractor is

not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. As such, Contractor is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment or reject the work performed by Contractor.

- 12.11. **Headings.** Any titles or headings are provided for convenience purposes only.
- 12.12. **Advertisement.** Customer shall allow Contractor to post its sign and advertise at the Project location during construction.
- 12.13. **Intellectual Property.** Everything created, developed or produced by or through Contractor during its performance of the Project, including, without limitation, all drawings (pre-construction or otherwise), plans, specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are owned by the Contractor and are the sole property of the Contractor until such time as Customer issues final payment for the Project. The Contractor owns all of the rights, titles and interests, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). Any such Data in the possession of the Customer or in the possession of any agent, representative or contractor of Customer shall immediately be returned to Contractor upon demand unless and until full and final payment has been issued by Customer under the terms of the Agreement. In the event of Customer or its agents, representatives or contractor's improper use of Contractor's Data or Intellectual Property Rights, Contractor shall be entitled to pursue all of its legal and equitable rights including, without limitation, both temporary and permanent injunctive relief against Customer or any other person using Contractor's Data or Intellectual Property Rights. Contractor shall be entitled to its attorney's fees, costs, and expenses to enforce the terms of this provision.

THE UNDERSIGNED HAVE READ AND UNDERSTAND AND AGREE TO EACH OF THE PROVISIONS OF THIS AGREEMENT.

CONTRACTOR

CUSTOMER

TEMA ROOFING SERVICES, LLC

The City of Cleveland Heights

By: _____

By: _____

As Its: _____

As Its: _____

Date: _____

Date: _____



Date: February 18, 2026

To: Jim Petras, Mayor
Michael Reese, Chief Administrative Officer

Cc: William Hanna, Director of Law
Chris Heltzel, Deputy Law Director
Addie Balester, Clerk of Council

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for the purchase of a Freightliner 114SD Plus Chassis with ARM
Commercial Dump Truck

Purpose Statement: To authorize the purchase of a Freightliner 114SD Plus Chassis with ARM Commercial Dump Truck from Cleveland Freightliner, Inc. in the amount of \$241,054.00. This truck will be used for daily operations in the Streets Division.

- **Sourcewell #032824-DAI.**

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To place the order for this truck as soon as possible so that it is received in time for operations involving fall leaf collection and other related activities in the Streets Division.

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

If yes, why? To place the order for this truck as soon as possible so that it is received in time for operations involving fall leaf collection and other related activities in the Streets Division.

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

- **Account 402.6201.3004**

Prepared for:
RICH KRIEFALL
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40 SEVERANCE CIRCLE
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44118
Phone: 4404760595

Prepared by:
Greg Simonic
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INC.
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800

A proposal for
CLEVELAND HEIGHTS CITY OF

Prepared by
CLEVELAND FREIGHTLINER, INC.
Greg Simonic

Feb 02, 2026

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 12.0.703
Data Version PRL-30D.022
023-24 ODOT FTL114 PLUS SF ITEM
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-30D	SD PRL-30D (EFF:MY27 ORDERS)			STD
Data Version				
DRL-022	SPECPRO21 DATA RELEASE VER 022			N/C
Vehicle Configuration				
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	\$170,892.00
004-227	2027 MODEL YEAR SPECIFIED			STD
002-003	SET FORWARD AXLE - TRUCK			STD
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 22040.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 88040.0 lbs			
Truck Service				



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Data Code	Description	Weight Front	Weight Rear	Retail Price
AA3-004	END DUMP BODY			N/C
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 6000.0 lbs			
AF3-999	CUSTOM MFR'S/BODY TYPE IDENTIFICATION			N/C
Engine				
101-3C0	DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM			\$1,560.00
Electronic Parameters				
79A-065	65 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED			N/C
79G-035	20 MINUTES IDLE SHUTDOWN WITHOUT CLUTCH AND SERVICE BRAKE OVERRIDE, 100% MAXIMUM ENGINE LOAD			N/C
79K-034	PTO MODE ENGINE RPM LIMIT - 1900 RPM			N/C
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES			N/C
79T-001	PTO MODE RPM INCREMENT - 25 RPM			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-008	ONE PTO SPEED VIA DASH SWITCH			N/C
79X-002	PTO SPEED 1 SETTING - 750 RPM			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE			N/C
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING			N/C
80V-001	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, STATIONARY OPERATION			N/C
Engine Equipment				
99C-024	EPA 2010/GHG 2024 CONFIGURATION			STD
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			\$30.00
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			\$55.00
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		\$265.00
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-002	JACOBS COMPRESSION BRAKE			STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$775.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-032	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$5.00)
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)			\$135.00
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
23Z-002	NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER	15	5	\$145.00
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			\$40.00
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR			STD
118-001	FULL FLOW OIL FILTER			STD
120-998	NO COOLANT FILTER	-10		STD
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE			STD
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4		\$30.00
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			\$6.00
155-076	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		STD

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100	\$13,690.00
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-009	1800 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			STD
85E-011	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 1000 RPM			N/C
85F-040	MAXIMUM ENGINE SPEED FOR PTO OPERATION 2300 RPM			N/C
85G-059	MAXIMUM OUTPUT SPEED FOR PTO ENGAGEMENT 1500 RPM			N/C
85H-239	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 6000 RPM - ALLISON 5TH GEN TRANSMISSIONS			N/C
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			\$455.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			\$95.00
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO	50		N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			\$365.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID			STD

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	\$3,436.00
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Page 6 of 29

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Data Code	Description	Weight Front	Weight Rear	Retail Price
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$68.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$102.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			\$17.00

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION	310		\$815.00
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			N/C
410-001	FRONT SHOCK ABSORBERS			\$121.00

Rear Axle and Equipment

420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		450	\$4,398.00
421-456	4.56 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-10	-10	\$709.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			\$24.00
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			\$343.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		40	STD
425-002	REAR BRAKE DUST SHIELDS		10	\$260.00
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$93.00
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD

Rear Suspension

622-312	HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION		120	\$5,407.00
621-1AP	HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT			N/C
624-009	54 INCH AXLE SPACING			N/C
628-010	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN			N/C
623-016	STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS			N/C
625-008	DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13	\$100.00

Pusher / Tag Equipment

035-136	(2) HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION, FF1 AXLES	1,040	1,700	\$17,845.00
443-134	(2) HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE			N/C
874-016	(2) DASH VALVES AND (2) PHYSICAL GAUGES FOR DUAL LIFT AXLES			N/C
87F-005	LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF			N/C
896-016	(2) REGULATORS MOUNTED ON CHASSIS FOR DUAL LIFT AXLES			N/C
456-1AE	HENDRICKSON 15X4 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS			N/C
429-001	PUSHER/TAG BRAKE DUST SHIELDS		5	N/C
442-016	PUSHER/TAG OIL SEALS			N/C
444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			N/C
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS			N/C
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS			N/C
626-139	(2) HENDRICKSON EX13 COMP 13,500# AIR LIFT STEERABLE PUSHER SUSPENSION			N/C
627-064	DUAL PUSHER AXLE SPACING WITH FORWARD 96 INCH AND 48 INCH OF FORWARDMOST DRIVE AXLE			N/C

Brake System

490-100	WABCO 4S/4M ABS			(\$179.00)
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
46E-001	STANDARD AIR MANAGEMENT UNIT			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG			N/C
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION			\$195.00
477-019	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS			\$90.00

Trailer Connections

476-998	NO AIR HOSE HANGER			STD
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Wheelbase & Frame

	545-650	6500MM (256 INCH) WHEELBASE			N/C
*	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	430	300	\$2,750.00



Prepared for:
 RICH KRIEFALL
 CLEVELAND HEIGHTS CITY OF
 40 SEVERANCE CIRCLE
 CLEVELAND HEIGHTS, OH
 44118
 Phone: 4404760595

Prepared by:
 Greg Simonic
 CLEVELAND FREIGHTLINER,
 INC.
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800

Data Code	Description	Weight Front	Weight Rear	Retail Price
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	215	440	\$2,250.00
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT			N/C
552-007	2450MM (96 INCH) REAR FRAME OVERHANG			N/C
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-70	300	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 172.44 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 169.44 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 369.37 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 21.47 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 25.27 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in			
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD

Chassis Equipment

	556-1D4	16.5 INCH CHROME STEEL BRIDGE FORMULA BUMPER WITH TAPERED ENDS	-20		\$470.00
N	558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15		\$155.00
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
	585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		15	\$75.00
	590-001	BLACK MUDFLAPS		15	\$42.00
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
	44Z-005	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE, SECONDARY COVERING, & CONNECTOR PROTECTION			\$1,215.00

Fifth Wheel

	578-998	NO FIFTH WHEEL			STD
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Fuel Tanks

	204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		\$285.00
	218-006	25 INCH DIAMETER FUEL TANK(S)			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			\$480.00
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-002	CHROME FUEL TANK CAP(S)			\$25.00
122-124	DAVCO 385 FUEL/WATER SEPARATOR WITH ESOC AND 12 VOLT PREHEATER	10		\$755.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1XK	BRIDGESTONE M870 425/65R22.5 20 PLY RADIAL FRONT TIRES	158		\$1,450.00
094-2EA	BRIDGESTONE M799 11R22.5 16 PLY RADIAL REAR TIRES		88	\$920.00
* 095-1MW	BRIDGESTONE R250ED 255/70R22.5 16 PLY RADIAL PUSHER/TAG TIRES		-68	\$3,020.00
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS			N/C
Wheels				
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8		\$730.00
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		104	STD
509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC PUSHER/TAG WHEELS		52	\$840.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
495-011	PUSHER/TAG WHEEL MTG NUTS			N/C
Cab Exterior				
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-001	FRONT FENDERS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
754-002	3-1/2 INCH FENDER EXTENSIONS	15		\$169.00
678-067	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			\$80.00
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			\$253.00
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			\$88.00
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			\$15.00
644-004	FIBERGLASS HOOD			STD
652-001	FREIGHTLINER NAME PLATES			STD
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION			N/C
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK			(\$35.00)
726-001	SINGLE ELECTRIC HORN			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
311-998	NO DAYTIME RUNNING LIGHTS			(\$21.00)
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$133.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
74B-105	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH QUADPOD BRACKETS	8		\$160.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER			\$87.00
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			(\$117.00)
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD			STD
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			STD

Cab Interior

Application Version 12.0.703
 Data Version PRL-30D.022
 023-24 ODOT FTL114 PLUS SF ITEM
 2 X12- C...



02/02/2026 3:17 PM

Page 12 of 29

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Data Code	Description	Weight Front	Weight Rear	Retail Price
055-019	RUGGED TRIM PACKAGE			STD
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
706-013	MOLDED DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-035	ASH CUP AND (1)LIGHTER,(1)DASH MOUNTED DUAL USB-C OUTLET			\$55.00
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			\$31.00
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B2	PREMIUM LED CAB LIGHTING			\$50.00
787-998	NO SECURITY DEVICE			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-004	KEY QUANTITY OF 4			\$18.00
655-005	LH AND RH ELECTRIC DOOR LOCKS			STD
740-998	NO MATTRESS	-20	-15	STD
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$320.00
760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT			\$195.00
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$69.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			(\$76.00)
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			(\$70.00)
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			(\$124.00)
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
732-998	NO INSTRUMENT PANEL-DRIVER			STD
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$45.00
721-001	97 DB BACKUP ALARM		3	\$47.00
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
845-011	FUEL FILTER RESTRICTION INDICATOR			STD
148-085	EMISSIONS LIMITED IDLE ADJUST			STD
N 48H-002	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH BLUNTCUTS			\$150.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			\$30.00
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			\$60.00
736-998	NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
72J-998	NO DR ASSIST SYSTEM			N/C
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			(\$1,019.00)
73B-998	NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
679-998	NO OVERHEAD INSTRUMENT PANEL			STD
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			STD
748-044	UNIDEN PC78LTX FACTORY INSTALLED CB RADIO WITH SWR METER	5		\$184.00
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			N/C
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD	2		\$53.00
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS			STD
78C-003	INTEROPERABLE SDAR ANTENNA			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM			N/C
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
329-129	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT			\$70.00
4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$90.00
4C2-025	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$40.00
4C3-016	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS IGNITION POWER			\$40.00
4C4-006	HARDWIRE SWITCH #4, ON/OFF MOMENTARY, 20 AMPS BATTERY POWER			\$55.00
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY			\$43.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
883-998	NO TRAILER HAND CONTROL BRAKE VALVE			STD
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES			\$17.00
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
27D-013	ALTERNATING FLASHING (WIG WAG) HIGH BEAM HEADLAMPS WITH DASH SWITCH AND NO PARK BRAKE INTERLOCK			\$20.00
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			N/C



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Data Code	Description	Weight Front	Weight Rear	Retail Price
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
999-034	DEALER ADVISED AND ACCEPTS TERMS OF PIL#395; SPEED OF LOADED VEHICLE MUST BE LIMITED TO 5 MPH MAXIMUM WHEN LIFTABLE AXLE IS RAISED			N/C

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$234,957.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10691 lbs	10198 lbs	20889 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	10691 lbs	10198 lbs	20889 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PCA-005	SOURCEWELL DEALER CHARGE	\$800.00
RD1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM	N/C
RD3-998	NO SAFETY EVENT VIEWER	(\$180.00)
PAT-025	STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 108/114 SD AND M2 106/112	\$1,500.00
R27-001	MY27 ESCALATOR	\$3,750.00
P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00



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Extended Warranty

WAI-8XR	EXT ULTIMATE DETROIT ENGINE: DD13/DD15 5 YEARS/200,000 MILES/322,000 KM. FEX APPLIES	\$3,540.00
WBB-27T	EXT ULTIMATE TRUCK CHASSIS: US HD STANDARD-MODERATE 5 YEARS/100,000 MILES/161,000 KM.	\$2,820.00
Currency Exchange Rate		1.0000
Total Extended Warranty (Local Currency)		\$6,360.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
MTECH	QUOTE NUMBER 101341	0	0	\$67,637.00
Total Dealer Installed Options		0 lbs	0 lbs	\$67,637.00



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TRUCKCORP LLC
3026 SARATOGA AVE SW
CANTON OH 44706
United States



Phone: 844-294-5862

Quote Number: 101341

QUOTE

Page: 1 of 4

DEALER: MTECH COMPANY	END USER: VALLEY FREIGHTLINER/CLEVELAND HEIGHTS
---------------------------------	---

1/29/2026

Terms: N20

Account Rep: BRYAN COHEN

City of Cleveland Heights Dump Package

USD

Line	Part	Rev	Expected Qty	Unit Price	Ext. Price
1	TKX-00000066	1	1.00 EA	67,637.00	67,637.00
ARM COMMERCIAL DUMP TRUCK 19-1/2FT STANDARD STEEL DUMP BUILD					

Installation of Brandon 19.6' 54" sides X 60" Tailgate

Dumping Bed System:

19' 6" length X 54" side wall height X 60" tailgate height Floor-3/16" 450 Brinell-Hardox

Front-3/16" 450 Brinell-Hardox

Sides-3/16" 450 Brinell-Hardox

Tailgate-3/16" 450 Brinell-Hardox

Long Sills- 3/16" 450 Brinell

Outside Body Width- 99"

Hoist Attachment- Front Mount

Front Design- Hoist Recessed 90 Corners

Front Height- 72"

Long sills shape- Formed 10"

Long sill OD- 34" outside width diameter

Long Sills ID- 27" Inside width diameter

Cabshield:

Cabshield Type- Traditional -3/16" A36 Steel

Cabshield Length- 24" projection

Cabshield Width- 95" full width

Cabshield height- 80"

Cabshield light holes- (2) forward facing & (2) Side Facing Class 1 LED Strobes

Sides:

Side Wall Shape- Smooth Wall

Top Rail Section- Closed Top rail formed Hardox

Boards: (1) set 8" oak board painted black

Side Options:

Ladder- fixed steel

Ladder Installed x2 One front and one rear on drivers side and inside steps

Application Version 12.0.703
Data Version PRL-30D.022
023-24 ODOT FTL114 PLUS SF ITEM
2 X12- C...



02/02/2026 3:17 PM

Page 19 of 29

Prepared for:
RICH KRIEFALL
CLEVELAND HEIGHTS CITY OF
40 SEVERANCE CIRCLE
CLEVELAND HEIGHTS, OH
44118
Phone: 4404760595

Prepared by:
Greg Simonic
CLEVELAND FREIGHTLINER,
INC.
10901 Brookpark Rd
Parma, OH 44130
Phone: 216-267-4800

TRUCKCORP LLC
3026 SARATOGA AVE SW
CANTON OH 44706
United States



Phone: 844-294-5862

Quote Number: 101341

QUOTE

Page: 2 of 4

Rear Gate:
Single Action & Swing gate
Tailgate Angle: Straight
Locking positioning- End Point Latch system
Bolster Shape- formed rear bolster
Locking System- Air-latch tailgate
Tailgate latch cylinder- (1) pneumatic cylinder 3.125" bore X 8" stroke
Tailgate panel- 1 panel bracing (formed)
Safety Door Lock- Installed (1) set turnbuckles
Tailgate Chains- (1) set chains and holders installed
Swing Gate: (1) Barn Door Style Swing gate

Hydraulic Dumping Hardware:
40 Ton Cradle/hoist bracket/cylinder blocks
40 Ton Rear Hinge-heavy duty greaseable pins
Body prop- Mounted on cradle
Rubber Long Sill Bumpers- (1) set
Long Sill Reinforcements- (1) set
Shovel kit- (1) Set

Trunnion Cylinder:
HYVA FC A7.5-4-196-K10-HC

Hydraulic Reservoir:
Frame Mount Hydraulic tank
Sight glass/temp gauge/vented cap/ emergency shut off ball valves

ARM Dump Console:
Pneumatic Feathering Valve
Electric Strobe switches
Electric tarp switch in console
Installed in cab

Hydraulic Components:
Power Take Off: Parker-Chelsea 489 series, standard mount, air shift,
Dump Pump: Parker Dump Pump -G102 series
(3) line hydraulic system with emergency shut offs at tanks

Lighting:
Marker light holes on rear posts
Light holes in Rear post- 2 ovals
Rear Post Light Kit- (1) Set Class 1 LED Amber Strobes & (1) Set Class 1 LED S/T/T Hybrid lights

Paint:
Complete system blasted, prepped, prime & paint
PPG Integrated Clear coat paint
Black

Dust Cover:
Recessed dust cover mounted 5" behind hinge, (1) license plate light, (1) LED Hybrid S/T/T, (1) Dirt shedding ICC

Application Version 12.0.703
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023-24 ODOT FTL114 PLUS SF ITEM
2 X12- C...



02/02/2026 3:17 PM

Page 20 of 29

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Quote Number: 101341

QUOTE

Page: 4 of 4

QUOTE ACCEPTANCE: SIGNING THIS ACKNOWLEDGES AND ACCEPTS ALL TERMS &
CONDITIONS OF QUOTE AT WWW.TRUCKCORPLLC.COM
TO ACCEPT THIS QUOTE SIGN BELOW AND RETURN TO MTECH COMPANY

NAME(PRINT):_____ TITLE:_____

SIGNATURE:_____ DATE:_____

TruckCorp, LLC strongly recommends that backup cameras be included in all units it sells, as rear-view cameras have proven to prevent property damage, injury and loss of life. Should the customer, whether a dealer, interim customer or final end user, choose not to purchase a backup camera, notice is hereby provided that TruckCorp, LLC disclaims, renounces and abdicates any claim, action, cause of action or liability which may result from the failure to have a backup camera on the vehicle and the customer, whether a dealer, interim customer or final end user, hereby discharges and releases TruckCorp, LLC from any claim, action, cause of action or liability which results in whole or in part from the failure to have a backup camera.



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Phone: 844-294-5862

Quote Number: 101341

QUOTE

Page: 3 of 4

Cover

Misc. Equipment:

- (1) Set rear mudflaps*
- (1) Body reflective & safety conspicuity tape kit per compliance*
- (1) Upfitters tags provided on drivers door jam*

Selected Options:

Swing Gate

Optimo Back up camera System: Sony IP69 Back up camera with 7" in cab monitor-Color, audio/ night vision

(1) Dump Body Vibrator

Electric Flip Tarp

Cab shield lights: (1) Set Class 1 LED Amber forward facing

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

Application Version 12.0.703
Data Version PRL-30D.022
023-24 ODOT FTL114 PLUS SF ITEM
2 X12- C...



02/02/2026 3:17 PM

Page 22 of 29

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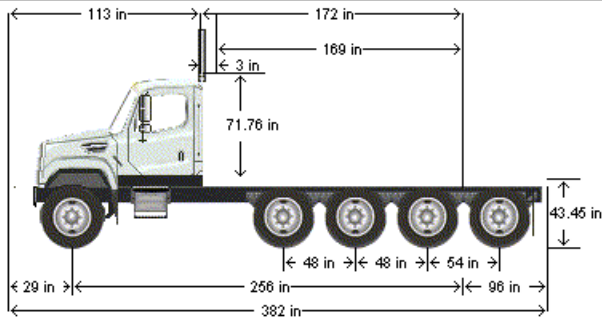
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	6500MM (256 INCH) WHEELBASE
Rear Frame Overhang (552)	2450MM (96 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Cab to Body Clearance (in)	3.0

TABLE SUMMARY - DIMENSIONS

Prepared for:
 RICH KRIEFALL
 CLEVELAND HEIGHTS CITY OF
 40 SEVERANCE CIRCLE
 CLEVELAND HEIGHTS, OH
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 Phone: 4404760595

Prepared by:
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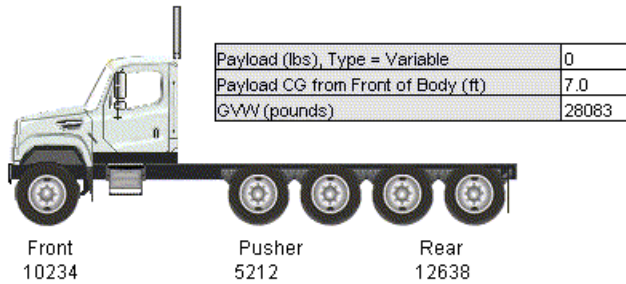
Dimensions	Inches
Bumper to Back of Cab (BBC)	112.9
Bumper to Centerline of Front Axle (BA)	29.5
Front Axle to Back of Cab (AC)	83.5
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	172.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	169.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	268.9
Cab Height (CH)	71.8
Wheelbase (WB)	255.9
Frame Overhang (OH)	96.5
Overall Frame Length	369.4
Overall Length (OAL)	381.9
Rear Axle Spacing	54.0
Pusher/Tag Axle Spacing	48.0
Unladen Frame Height at Centerline of Rear Axle	43.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
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 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800

TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model	114SD
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	20000.0
Expected Pusher Axle(s) Load (lbs).....	22040.0
Expected Rear Axle(s) Load (lbs).....	46000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	88040
Expected GCW (lbs).....	0.0
Wheelbase (545).....	6500MM (256 INCH) WHEELBASE
Pusher / Tag Axle (443).....	(2) HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE
Front Axle to Back of Cab (in).....	83.464
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in).....	86.464
Truck Configuration (AA3)	END DUMP BODY
Body Length (ft).....	14.0
Body Width (in).....	96.0
Body Weight (lbs).....	6000.0
Body Horiz CG from Body Front (ft).....	5.9
Body Front to Rear Axle(s) CL (ft).....	14.12
Driver Weight (lbs).....	500.0
Driver Horizontal CG from Front Axle (in).....	57.581
Left-Hand Primary Fuel/Hydraulic Tank (204).....	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH
Left Fuel Tank Horizontal CG (in).....	94.153
Right-Hand Primary Fuel/Hydraulic Tank (206).....	NO RH FUEL TANK
Right Fuel Tank Horizontal CG (in).....	0

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 Parma, OH 44130
 Phone: 216-267-4800

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Pusher(s)	Rear(s)	Total
Pusher/Tag Up				
Chassis Tare	10691	0	10198	20889
Fuel / Oil	453	0	241	694
Driver	387	0	113	500
Dealer Installed Options	0	0	0	0
Accessories Total	0	0	0	0
Body Tare	2313	0	3687	6000
Truck Tare Weight	13844	0	14239	28083
Payload Total	0	0	0	0
Calculated Axle Loads	13844	0	14239	28083
Expected Axle Loads / GVW	20000	22040	46000	88040
Creep GAWR / GVWR (*Max 5 MPH)	27000	0	60000	87000
GAWR / GVWR	20000	22040	46000	88040
Pusher/Tag Down				
Chassis Tare	8014	2729	10146	20889
Fuel / Oil	397	145	152	694
Driver	362	68	70	500
Dealer Installed Options	0	0	0	0
Accessories Total	0	0	0	0
Body Tare	1461	2270	2270	6001
Truck Tare Weight	10234	5212	12638	28084
Payload Total	0	0	0	0
Calculated Axle Loads	10234	5212	12638	28084
Expected Axle Loads / GVW	20000	22040	46000	88040
GAWR / GVWR	20000	22040	46000	88040
Payload CG From Front of Body	7 feet			
Payload CG From Front Axle	14.2 feet			
Payload Distribution	Variable			
All weights displayed in pounds				

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Payload Distribution	Variable			
All weights displayed in pounds				

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Q U O T A T I O N

114SD PLUS CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE 20,000# FLAT LEAF FRONT SUSPENSION 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB	6500MM (256 INCH) WHEELBASE NO FIFTH WHEEL 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 2450MM (96 INCH) REAR FRAME OVERHANG 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT (2) HENDRICKSON EX13 COMP 13,500# FF1 STEERABLE INTEGRAL PUSHER AXLE
---	--

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	167,057	\$	167,057
EXTENDED WARRANTY		\$	6,360	\$	6,360
DEALER INSTALLED OPTIONS		\$	67,637	\$	67,637
CUSTOMER PRICE BEFORE TAX		\$	241,054	\$	241,054

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
---------------------------	----	-----	----	-----

BALANCE DUE	(LOCAL CURRENCY)	\$	241,054	\$	241,054
--------------------	-------------------------	-----------	----------------	-----------	----------------

The proposed vehicle/vehicles may be available with safety and collision mitigation options outlined in the specifications if included. If this is a chassis order, please consult with your bodybuilder to ensure the specification includes all dimensions, ratings, and necessary components for body installation. All specifications and pricing are subject to final production, engineering review, availability, Mfg. surcharges and tariffs. Invoicing will occur upon delivery to the customer or dropship point and will be payable upon receipt. Titles will be transferred and delivered promptly upon receipt of payment. Reconfirm pricing after 30 days. A purchase order or signed proposal agrees to the pricing, specifications, and terms, and the cooperative contract rules if applicable unless other arrangements are agreed upon but does not guarantee production. Vehicle/Chassis is proposed under Sourcwell contract 032824-DAI. Reference section 29



APPROVAL:
 Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____.



Proposed: 03/03/2026

RESOLUTION NO. 042-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with Daimler Truck North America through its authorized distributor, Cleveland Freightliner, Inc., for the acquisition of a Freightliner 114SD Plus Chassis with ARM Commercial Dump Truck for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in order to meet operational needs, it is necessary to purchase a Freightliner 114SD Plus Chassis with ARM Dump Truck to be used by the Streets Division of the Department of Public Works; and

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

WHEREAS, Daimler Truck North America entered Sourcewell Contract No. 032824-DAI with Sourcewell Cooperative Purchasing program through which the City may purchase the equipment described herein; and

WHEREAS, Cleveland Freightliner, Inc. is an authorized dealer for Daimler Truck North America; and

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

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of a Freightliner 114SD Plus Chassis with ARM Commercial Dump Truck through Sourcewell Contract # 032824-DAI pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Two Hundred Forty-One Thousand Fifty-Four Dollars (\$241,054.00). All contracts hereunder shall be approved as to form by the Director of Law.

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

RESOLUTION NO. 042-2026(MSES)

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 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 perform asphalt work in a timely manner. 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: February 18, 2026

To: Jim Petras, Mayor
Michael Reese, Chief Administrative Officer

Cc: Chris Heltzel, Assistant Law Director
William Hanna, Director of Law
Addie Balester, Clerk of Council
Anthony Ferrone, Assistant Director of PW

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for the purchase of a Ford F350 Crew Cab Short Box 4 x 4 Truck

Purpose Statement: To authorize the purchase of a 2026 Ford F350 Crew Cab Short Box 4 x 4 Pickup Truck. This truck will be used for daily operations and plowing in the Streets Division. Classic Ford Mentor

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To acquire this truck as soon as possible for daily operations of the Streets Department.

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

If yes, why? This truck is currently available

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

Account 402.6201.3004

CLASSIC

FORD MENTOR

Prepared for: City of Cleveland Heights By: Matt Miller 2/4/2026

2026 FORD F350 CREW CAB SHORT BOX 4X4 WHITE ORDER UNIT

UNIT PRICE	\$ 55,522.00
ALL TERRAIN TIRES	INCLUDED
3.73 REAR AXLE RATIO	INCLUDED
TRAILER BRAKE CONTROLLER	INCLUDED
SNOW PLOW PREP PACKAGE	INCLUDED
PLATFORM RUNNING BOARDS	INCLUDED
ALL TERRAIN TIRES	INCLUDED
410 AMP ALTERNATOR	INCLUDED
DUAL BATTERY	INCLUDED
UPFITTER SWITCHES	INCLUDED
ROOF CLEARANCE LIGHTS	INCLUDED
FACTORY SPRAY IN BED LINER	INCLUDED
TOTAL PRICE OF UNIT ALONE	\$ 55,522.00

ADDITIONAL OPTIONS ON THIS UNIT AND STATE FEES

45 DAY TEMPORARY TAG AND TITLE FEE	\$ 46.00
CAB PROTECTOR WITH STROBE LIGHT KIT	\$ 2,497.00
BOSS SLF 8'6" SD PLOW WITH DEFLECTOR	\$ 10,298.00

TOTAL CLASSIC PROPOSAL	\$ 68,363.00
------------------------	--------------

SIGNATURE:

DATE:

PO #

PRICING VALID FOR 30 DAYS

Proposed: 03/03/2026

RESOLUTION NO. 043-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with Classic Ford Mentor for the acquisition of a 2026 Ford F350 Crew Cab Short Box 4 x 4 Truck for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in order to meet operational needs, it is necessary to purchase a 2026 Ford F350 Crew Cab Short Box 4 x 4 Truck to be used by the Street Division of the Department of Public Works; 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.

WHEREAS, the Mayor has determined that the selected equipment may be purchased through the Classic Ford Mentor at a lower price than could be obtained through bidding, and that it would be in the City's best interests to purchase said equipment by this means.

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of a Ford F350 Crew Cab Short Box 4 x 4 Truck through Classic Ford Mentor pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Sixty-Eight Thousand, Three Hundred Sixty-Three Dollars and zero cents (\$68,363.00). All contracts hereunder shall be approved as to form by the Director of Law.

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

RESOLUTION NO. 043-2026(MSES)

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 meet tree safety work. 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: February 18, 2026

To: Jim Petras, Mayor
Michael Reese, Chief Administrative Officer

Cc: William Hanna, Director of Law
Chris Heltzel, Assistant Law Director
Addie Balester, Clerk of Council

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for the purchase of a New MV607 SBA Hot Box Combo Truck

Purpose Statement: To authorized the purchase of a new MV607 SBA Hot Box Combo Truck from Southwest International Trucks in the amount of \$239,869.22. This truck will be used for daily operations of asphalt repair for the Streets Division.

Sourcewell #032824-NV.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To place the order for this truck as soon as possible for daily repairs of the asphalt streets for the Streets Department.

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

If yes, why? To place the order asap

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

Account 402.6201.3004

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Cleveland Heights, OH	Southwest International Trucks
Contact:	Rich Kriefall	Tanner Bragg
Address:	40 Severance Circle	2401 E Pioneer Pkwy
City/State/Zip:	Cleveland Heights, OH 44118	Arlington, TX 76010
Phone:	216-550-3095	817-879-6737
Email:	rkriefall@clevelandheights.gov	tanner.bragg@swit-tx.com

Proposal Number	9264-01
Date	2/17/2026
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis		
New 2027 International MV607 Chassis		\$ 133,477.40
Base Chassis List	\$ 116,422.00	
Options List	\$ 17,055.40	
Sourcewell Contract Discount	28.4%	\$ (37,907.58)
Volume Incentive		\$ -
Tariffs or Raw Materials Increase		\$ -
Net Sourcewell Chassis Price		\$ 95,569.82
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
H.D. Industries Quote #		\$ 136,678.00
		\$ -
Handling Fee	5.00%	\$ 6,833.90
Additional Post Build Work		
DOT inspection/ Safety Kit		\$ 750.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 37.50
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ -
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 239,869.22
Final Sourcewell Total Vehicle(s) Price		\$ 239,869.22
Additional Sourcewell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Proposed: 03/03/2026

RESOLUTION NO. 044-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with International Motors, LLC through Southwest International Trucks, Inc. for the acquisition of a new MV607 SBA International Hot Box Combo for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in order to meet operational needs, it is necessary to purchase a new MV607 SBA International Hot Box Combo to be used by the Streets Division of the Department of Public Works; and

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

WHEREAS, International Motors, LLC is a party to Sourcewell Contract #032824-NVSwth Sourcewell Cooperative Purchasing Program; and

WHEREAS, Southwest International Trucks is an authorized dealer for International Motors, LLC; and

WHEREAS, the Mayor has determined that the selected equipment 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 equipment by this means.

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of a 2026 MV607 SBA International Hot Box Combo through Sourcewell Contract # 032824-NVS pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Two Hundred Thirty-Nine Thousand, Eight Hundred Sixty-Nine and 22/100 Dollars (\$239,869.22). All contracts hereunder shall be approved as to form by the Director of Law.

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

RESOLUTION NO. 044-2026(MSES)

resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including 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 perform asphalt work in a timely manner. 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: February 4, 2026

To: Jim Petras, Mayor
Michael Reese, City Administrator
William Hanna, Director of Law

Cc: Addie Balester, Clerk of Council
Chris Heltzel, Deputy Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation to Enter into a Grant Agreement with the Northeast Ohio Regional Sewer District for the Mitigation of Illicit Connections on Overlook Road and CH-46 SSO Control

Purpose Statement: To authorize the Mayor to enter into a Member Community Infrastructure Program grant agreement with the Northeast Ohio Regional Sewer District (NEORS) for design plans for the Mitigation of Illicit Connections in Overlook Road Area and CH-46 SSO Control Project in the amount of \$127,100.00. *(Please note this represents 50% of the estimated design project costs).*

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

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

If yes, why?

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

Account No. 602.6205.3072.0

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF CLEVELAND HEIGHTS
FOR
MITIGATION OF ILLICIT CONNECTIONS IN OVELOOK ROAD AREA
AND CH-46 SSO CONTROL PROJECT**

DESIGN ONLY

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2026 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 171-25, adopted by the District's Board of Trustees on August 7, 2025 (Exhibit "A"), and the City of City of Cleveland Heights ("Member Community"), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 202__ (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities and other qualifying political subdivisions for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Mitigation of Illicit Connections in Overlook Road Area and CH-46 SSO Control project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1. The MCIP Project. The Member Community will manage a Design Only MCIP Project, which generally consists of mitigating sanitary sewer overflow (SSO) CH-46 at Euclid Heights Boulevard and Edgehill Road, as set forth in Exhibit "D."
- 1.2. Compliance with District's Code of Regulations. The MCIP Project shall be designed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.3. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.4. Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design.

Article 2. Design of the MCIP Project

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design. The Member Community shall submit the final MCIP Project design plans to the District Representative, Brian Page at paigeb@neorsd.org, in a timely manner that provides the District with at least fifteen (15) business days to review.
- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.

- 2.3. Final Design. The Member Community shall provide to the District Representative the final design, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.4. District Request for Progress Meetings. The Member Community agrees to meet with the District to review the MCIP project status and progress, as may be requested by the District.

Article 3. Project Costs and Funding

- 3.1. District Funds. The District agrees to pay the Member Community an amount not to exceed \$127,100.00 (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 4. The anticipated disbursement amount for calendar year 2026 is \$127,100.00. The District shall withhold five percent (5%) or \$6,355.00 of the District Funds until the District receives the final MCIP project design drawings and/or the match obligation has been met as outlined in Section 3.2 below.
- 3.2. Member Community Funds.
 - 3.2.1. The Member Community shall provide at least 50% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds. Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds.
 - 3.2.2. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
 - 3.2.3. Each invoice submitted for disbursement to the District in accordance with Section 3.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.

3.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2026 and in accordance with the project schedule requirements set forth in Article 4. In accordance with the provisions of this Agreement, the District shall disburse directly to the Member Community the eligible MCIP Project expenses based upon invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Process, and Procedures, attached hereto as Exhibit "G." All disbursement requests must include the Fund Request Form (the "FRF"), attached to this agreement as Exhibit "H."

3.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to design, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current FRF document. The FRF may be updated or otherwise amended by the District from time to time. The FRF shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

3.3.2. The Member Community understands, and agrees, that the FRF document may only be signed by a duly authorized representative of the Member Community and that signature of the FRF by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant invoice, that the consultant's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant invoice is not in dispute by either the Member Community or its consultant, that the Member Community's representative recommends payment, and that the Member Community shall pay the consultant as expeditiously as possible and consistent with Member Community's policies following receipt of approved funds from the

District and within the time period prescribed in Member Community's contract with the consultant to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Member Community staff member to execute the FRF on behalf of the Member Community.

- 3.3.3. The FRF form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant invoice is accompanied by a complete and duly executed FRF and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.
- 3.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.
- 3.3.5. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.

- 3.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.
- 3.3.7. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.
- 3.3.8. The Member Community will provide a copy of the professional services agreement with the first direct disbursement request.
- 3.3.9. Quarterly Progress Reports as Exhibit "I" shall be submitted to the District in accordance with the following:
- First Submission: Due April 30, 2026 for work completed January 1, 2026– March 31, 2026;
 - Second Submission: Due July 31, 2026 for work completed April 1, 2026 - June 30, 2026;
 - Third Submission: Due October 31, 2026 for work completed July 1, 2026 – September 30, 2026;
 - Fourth Submission: Due January 31, 2027 for work completed October 1, 2026 – December 31, 2026;
 - Fifth Submission: Due April 30, 2027 for work completed January 1, 2027 to March 31, 2027.
- 3.3.10. Failure to submit the quarterly Progress Report in accordance with these deadlines may result in the revocation of the Agreement by the District.
- 3.3.11. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the FRF and Progress Report form provided as Exhibit "I" and available at: [MCIP Webpage](#)
- 3.4. Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for direct disbursement by the District.

- 3.5. Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 3.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 3.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit D).

Article 4. Project Costs and Funding

- 4.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

Article 5. Term

- 5.1. Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 6. Dispute Resolution

- 6.1. Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.
- 6.2. Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

6.3. Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 6.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

6.4. Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 7, Remedies, below.

Article 7. Remedies.

7.1. Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A

party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 8. Notifications

- 8.1. Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Funding Programs Administrator II	Collette Clinkscale cclinkscale@clevelandheights.gov

Article 9. Release of Liability

- 9.1. Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 10. Miscellaneous

- 10.1. Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.
- 10.2. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

- 10.3. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 10.4. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 10.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 10.6. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 10.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 10.8. Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 10.9. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 10.10. Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 10.11. Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 11. Exhibits

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A"	District Resolution
Exhibit "B"	Member Community's Authorizing Ordinance
Exhibit "C"	Request for MCIP Proposals
Exhibit "D"	Member Community's MCIP Application
Exhibit "E"	Member Community's Certification of Funds
Exhibit "F"	MCIP Policy
Exhibit "G"	MCIP Process and Procedures
Exhibit "H"	Fund Request Form
Exhibit "I"	Progress Report Form

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF CLEVELAND HEIGHTS

By: _____

The legal form and correctness
of this instrument is approved.

By: _____
Assistant/Director of Law
CITY OF CLEVELAND
HEIGHTS

Date: _____, 2026

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT
WITH
CITY OF CLEVELAND HEIGHTS
FOR
2026 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM
PROJECT:

MITIGATING ILLICIT
CONNECTIONS IN OVERLOOK
ROAD AREA AND
CH-46 SSO CONTROL PROJECT

Total Approximate Cost: \$127,100.00

The legal form and correctness of
the within instrument are hereby
approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount
required to meet the contract,
agreement, obligation, payment or
expenditure, for the above, has been
lawfully appropriated or authorized or
directed for such purpose and is in
the Treasury or in process of
collection to the credit of the fund
free from any obligation or
certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Proposed: 03/03/2026

RESOLUTION NO. 045-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into a grant agreement with the Northeast Ohio Regional Sewer District to accept funds under the 2026 Member Community Infrastructure Grant Program for the Overlook Road Area and SSO-46 Control Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Northeast Ohio Regional Sewer District (“NEORSD”) is interested in assisting member communities with water quality issues associated with sewer infrastructure that adversely impact human health; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), NEORSD established a Member Community Infrastructure Program to provide water resource project funding opportunities to member communities or other eligible political subdivisions for sewer infrastructure projects in NEORSD’s service area; and

WHEREAS, the grant funds will provide partial funding to permit the City to replace and reline a severely deteriorated, century-old sewer pipe that carries wastewater for a significant portion of the southwestern part of Cleveland Heights, the collapse of which would cause significant traffic and other safety concerns; and

WHEREAS, NEORSD has determined, and this Council concurs, that the project will address water quality issues which are associated with sewer infrastructure and which adversely impact human health and the environment.

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

SECTION 1. The Mayor is hereby authorized to enter into an agreement with the Northeast Ohio Regional Sewer District (“NEORSD”) to accept funds under the 2026 Member Community Infrastructure Grant Program in the amount of One Hundred, Twenty-Seven Thousand, One Hundred and 00/100 Dollars (\$127,100.00) for the Overlook Road Area and SSO-46 Control Project and to execute any and all related documents or agreements with NEORSD. The agreement and any related documents shall be approved as to form and subject to the final approval of the Director of Law.

SECTION 2. The City further agrees to pay One Hundred Percent (100%) of the cost over and above the maximum amount provided by NEORSD.

RESOLUTION NO. 045-2026(MSES)

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including 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 contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure 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 timely enter into the above-mentioned grant agreement to begin the critical SSO project described herein at the earliest time possible. 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



Date: March 3, 2026

To: City Council

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

Subject: Safe Routes to School ("SRTS") Grant Application to fund a bicycle boulevard running from Canterbury Elementary School to Roxboro Schools Campus

Purpose Statement:

The City has been working on comprehensive transportation planning to respond to the challenges to transportation, access, and mobility within the community; including the adopted Heights Regional Active Transportation Plan ("ATP") and Comprehensive & Equitable Safety Action Plan ("CESAP"). One (1) of the projects recommended in both the ATP and the CESAP is a bicycle boulevard running from Canterbury Elementary School to Roxboro Schools Campus along E Scarborough Rd, Scarborough Rd, and W St James Pkwy that will include traffic calming, intersection improvements to increase pedestrian and bicycle safety, and pedestrian crossing improvements, hereinafter referred to as the Project. The challenge in implementing transportation projects is often finding the appropriate funding. Fortunately, the Ohio Department of Transportation's ("ODOT's") Safe Routes to Schools ("SRTS") grant program provides funding for which the Project is eligible. In addition, the ATP is considered the requisite planning study for ODOT to allow for application for SRTS Implementation funds. With that context, staff, along with Councilman Dewitt-Foy, have been coordinating with the School District on the Project; the School District is excited to be a project partner.

The Project is estimated at approximately \$972,608. SRTS implementation funds are available for up to \$1,000,000 per project and the proposed project only contains activities that are eligible for that funding. The SRTS program requires only a local contribution over what is available from SRTS. Should funding be awarded that is less than the cost of the project, budget is available in 240.5101.2055 (funds are available because we had included the SS4A Implementation grant in the 2026 budget, which was ultimately not awarded by USDOT – the fund is titled "Federal Miscellaneous Grants" – and the SRTS funds are ultimately federal funds granted via ODOT).

The SRTS application requires a resolution from City Council authorizing the Mayor to submit the application. In addition, the resolution authorizes the Mayor to accept and execute any agreements with ODOT, should funds be awarded. The administration is

requesting that Council consider for adoption such resolution upon First Reading, as an emergency, since applications are due on March 6, 2026.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? The application is due on March 6, 2026.

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

If yes, why? The application is due on March 6, 2026.

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

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

Proposed: 03/03/2026

RESOLUTION NO. 046-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to submit an application to the Ohio Department of Transportation (“ODOT”) for a grant under the Safe Routes to Schools (“SRTS”) Grant Program to fund a bicycle boulevard running from Canterbury Elementary School to Roxboro Schools Campus and to accept and enter into any agreements related to the Grant Program.

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

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

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

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

WHEREAS, one of the projects recommended in both the ATP and the CESAP, a bicycle boulevard running from Canterbury Elementary School to Roxboro Schools Campus along E Scarborough Rd, Scarborough Rd, and W St James Pkwy that will include traffic calming, intersection improvements to increase pedestrian and bicycle safety, and pedestrian crossing improvements, hereinafter referred to as the Project; and

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects (“SRTS funds”) through the State of Ohio, Department of Transportation (“ODOT”); and

WHEREAS, for the purposes of SRTS, the City Council of the City of Cleveland Heights, Cuyahoga County, Ohio, shall be considered the Local Public Agency (“LPA”), in the matter of the Project; and

WHEREAS, LPAs can apply for SRTS funds and be selected for funding by ODOT; and

WHEREAS, the Project is a transportation activity eligible to receive federal funding; and

RESOLUTION NO. 046-2026(PSH)

WHEREAS, SRTS implementation projects can be eligible for funding in amounts up to \$1,000,000; and

WHEREAS, the estimated cost of the Project is \$972,608; and

WHEREAS, should SRTS funds be awarded to the LPA which are less than the project cost estimate, there is budget available in the 2026 budget (240.5101.2055) and

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

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

SECTION 1. The LPA hereby authorizes the Mayor to prepare and execute on behalf of the LPA an application for SRTS funds for the stated described project and to submit same to the State of Ohio, Department of Transportation.

SECTION 2. The LPA hereby authorizes the Mayor to accept any award of SRTS funds for the Project and following acceptance to enter into any agreements related to the Project.

SECTION 3. The total cost of the project is estimated to be \$972,608, of which the LPA, if awarded the STRS funds, the LPA agrees to pay One Hundred Percent (100%) of the construction cost over and above the maximum amount provided by ODOT.

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

SECTION 5. If the application is approved for the STRS funds the Mayor of said LPA is hereby empowered on behalf of the LPA to enter into a contract with the Director of the ODOT to complete the above-described project.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. 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. 046-2026(PSH)

SECTION 8. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the application deadline of March 6, 2026. 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: 02/20/2026

To: City Council

From: Office of the Mayor

Subject: Resolution declaring the intent of the City of Cleveland Heights to finance, to the extent necessary, the construction of a new outdoor municipal pool and to pursue all available funding sources to offset local costs

Purpose Statement: This resolution formally declares the City's intent to provide the financial resources necessary, to the extent required, to plan, design, and construct a replacement for Cumberland Pool. It also affirms the City's commitment to pursue state, federal, regional, and private funding sources to reduce local costs and secure partnership support for the project.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? We are submitting a request for funding for the state capital budget, which is due March 12.

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

If yes, why? We are submitting a request for funding for the state capital budget, which is due March 12.

.

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

*No funding necessary for this Resolution

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

Proposed: 03/03/2026

RESOLUTION NO. 047-2026(CRR), *First Reading*

By Mayor Petras

A resolution declaring the intent of the City of Cleveland Heights to finance, to the extent necessary, the construction of a new outdoor municipal pool and to pursue all available funding sources to offset local costs.

WHEREAS, the City of Cleveland Heights owns and operates Cumberland Pool, an outdoor municipal swimming facility originally constructed in 1927; and

WHEREAS, in 2027 Cumberland Pool will mark one hundred (100) years of continuous service to residents of Cleveland Heights and the surrounding region; and

WHEREAS, Cumberland Pool remains a heavily utilized public recreational asset, providing seasonal access to lap swimming, youth swim instruction, family recreation, and community programming; and

WHEREAS, the existing facility has reached the end of its useful life, and increasingly burdensome annual repairs to aging infrastructure, mechanical systems, and underground components no longer represent the most cost-effective long-term strategy; and

WHEREAS, proactive replacement of deteriorating infrastructure reflects responsible stewardship of public assets and sound fiscal management; and

WHEREAS, modernization of the facility will allow for updated mechanical systems, improved energy efficiency, enhanced accessibility, and compliance with current health, safety, and environmental standards, including mitigation of potential negative environmental impacts associated with aging infrastructure; and

WHEREAS, the City is exploring regional cost-sharing partnerships and other intergovernmental collaborations that would promote efficient use of public resources and reduce duplication of facilities; and

WHEREAS, the City intends to pursue federal and state funding opportunities, grants, philanthropic contributions, regional partnerships, and any other lawful funding sources to offset the financial burden on local taxpayers;

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

RESOLUTION NO. 047-2026(CRR)

SECTION 1. That it is the intent of the City of Cleveland Heights to finance, to the extent necessary and subject to future appropriation and authorization, the planning, design, demolition, and construction of a new outdoor municipal pool to replace the existing Cumberland Pool facility.

SECTION 2. That the Administration is authorized and directed to pursue all available funding sources, including but not limited to federal and state funding opportunities, grants, intergovernmental cost-sharing agreements, and other public or private contributions, for the purpose of reducing the City's net financial obligation for the project.

SECTION 3. That this Resolution declares the City's commitment to long-term fiscal responsibility, environmental stewardship, and continued public access to safe recreational infrastructure.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. 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 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 to meet an application deadline to request funding from the State Capital Budget. Wherefore, provided it receives the affirmative five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

RESOLUTION NO. 047-2026(CRR)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 03/03/2026

RESOLUTION NO. 048-2026(AS), *First Reading*

By Councilmember Cobb, Council President Cuda, and Council Vice President Larson

A Resolution appointing Samia Azizuddin as a member of the Transportation and Mobility Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Transportation and Mobility Committee consists of eight (8) members, seven (7) of whom are appointed by City Council, and all of whom serve two (2) year terms. An additional non-voting member is the City Administrator who shall serve as the Committee's Co-chair.

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

SECTION 1. This Council hereby appoints Samia Azizuddin as a member of the Transportation and Mobility Committee for a two (2) year term ending December 31, 2027.

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

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

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

TONY CUD
President of Council

RESOLUTION NO. 048-2026(AS)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 03/03/2026

RESOLUTION NO. 049-2026(AS), *First Reading*

By Councilmember Cobb, Council President Cuda, and Council Vice President Larson

A Resolution reappointing Sam Bell, Chris Brace, Patrick Crago, Fern Haught, Gayle Lewin, and Howard Maier as members of the Transportation and Mobility Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Transportation and Mobility Committee consists of eight (8) members, seven (7) of whom are appointed by City Council, and all of whom serve two (2) year terms. An additional non-voting member is the City Administrator who shall serve as the Committee's Co-chair.

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

SECTION 1. This Council hereby reappointing Sam Bell, Chris Brace, Patrick Crago, Fern Haught, Gayle Lewin, and Howard Maier as members of the Transportation and Mobility Committee for two (2) year terms ending December 31, 2027.

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

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

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

RESOLUTION NO. 049-2026(AS)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 03/03/2026

RESOLUTION NO. 050-2026(COTW), *First Reading*

By All City Councilmembers and Mayor Petras

A Resolution opposing the passage of Ohio House Bills 26, 42, and 281 and Ohio Senate Bill 172 which would require local law enforcement agencies and other entities to assist United States Immigration and Customs Enforcement (ICE) in its operations; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cleveland Heights is committed to being a welcoming community for all, including our immigrant and refugee populations; and

WHEREAS, immigrants and refugees are an integral part of the fabric of our community who bolster economic development, population growth, and the City's tax base; and

WHEREAS, as the nation has seen several large deployments of federal immigration enforcement agents in American cities, the City administration and Council are deeply concerned about the ways in which these deployments have occurred, the unrest and loss of life that has resulted, and the fear and uncertainty generated by ICE in those cities and in our own community; and

WHEREAS, under Article II of the City Charter, Cleveland Heights possesses all powers of local self-government granted by the Constitution and laws of Ohio, and these state bills may infringe upon those home rule powers; and

WHEREAS, while local law enforcement has no role in civil immigration enforcement, Ohio General Assembly House of Representatives Bills 26, 42, and 281 and Senate Bill 172 would change this, effectively requiring local law enforcement agencies and other entities to help ICE perform its operations; and

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

SECTION 1. That the Council of the City of Cleveland Heights hereby expresses opposition to Ohio General Assembly House of Representatives Bills 26, 42, and 281 and Senate Bill 172 which would require local law enforcement agencies and other entities to assist the United States Immigration and Customs Enforcement (ICE) in its operations.

RESOLUTION NO. 050-2026(COTW)

SECTION 2. That the Clerk of Council be, and she is hereby, directed to forward a copy of this Resolution to Governor Mike DeWine and the members of the Ohio General Assembly representing the residents of 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 an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that it is immediately necessary for the Council to express its and the administration's opposition to the proposed Ohio House of Representatives Bills 26, 42, and 281 and Senate Bill 172, and provided this Resolution receives the affirmative vote of five of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 050-2026(COTW)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 03/03/2026

ORDINANCE NO. 051-2026(PD), *First Reading*

By Mayor Petras

An Ordinance authorizing the Mayor to execute an amendment to Tower Lease Agreement with T-Mobile Central, LLC for the use of a portion of City-owned property located at 14200 Superior Road for the construction, installation, operation, maintenance, repair, replacement, and improvement of a wireless communications facility and the grant of associated licenses and easements; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights owns certain real property located at 14200 Superior Road, Cleveland Heights, Ohio 44118 ("Property") upon which the City's Transfer Station is located; and

WHEREAS, T-Mobile Central, LLC ("T-Mobile") is a wireless communications provider 1) leasing space on top of the Transfer Station and the "flag pole" antenna support structure for the placement and operation of telecommunications equipment used in the provision of services to its customers, and 2) benefitting from utility and access easements allowing T-Mobile to service the equipment and provide wireless communication services, pursuant to a Tower Lease executed by the City and T-Mobile in July of 2013 as authorized by Ordinance No. 6-2013; and

WHEREAS, the Tower Lease provided for an initial five-year term at a rent of One Thousand, Eight Hundred Fifty and 00/100 (\$1,850.00) per month, with four (4) five-year renewal terms with rent increasing by 15% each term.

WHEREAS, T-Mobile has proposed amending the lease to provide for, inter alia, a new "slick stick" monopole approximately 65' in height and the relocation of certain equipment from the roof to a new equipment shed abutting the Transfer Station, two (2) additional renewal terms of five (5) years each, and the replacement of two (2) steel beams and connections supporting the Transfer Station roof, antenna support structure, and other telecommunications equipment; and

WHEREAS, the estimated value of the replacement of the steel beams and connections is Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

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

SECTION 1. The Mayor be is hereby authorized to execute an amendment to the Tower Lease with T-Mobile to provide for two (2) additional five-year renewal terms and the replacement of steel beams and connections and other modifications to the equipment and lease necessary to accommodate the Concept Plans for Tower Upgrade and Beam Replacement attached hereto as Exhibit "A," subject to any other terms and

conditions deemed necessary or appropriate by the Director of Law.

SECTION 2. Rent for the fifth renewal term shall not be less than Three Thousand, Seven Hundred Fifty-One and 88/100 (\$3,751.88) per month, and rent for the sixth renewal term shall not be less than Four Thousand, Three Hundred Fourteen and 66/100 per month.

SECTION 3. The Mayor be, and is hereby, further authorized to enter into any necessary license or easement agreements with T-Mobile for access, utility or otherwise, to the leased Property. The locations of the easements and associated equipment shall be as agreed upon by the City and T-Mobile, shall in no event interfere with the use of the Property for municipal purposes, and shall contain such terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 4. No Section of this Ordinance shall be interpreted as abrogating, superseding, or otherwise waiving any other approvals required by the City's Codified Ordinances to provide for the modifications described within Exhibit "A".

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 7. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the timely need to enter into the agreement on a timely manner to meet construction season deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force 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

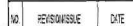


EXHIBIT B1
DESCRIPTION OF PREMISES

to the Agreement Dated July 30, 2013, by and between the City of Cleveland Heights, an Ohio municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

The Premises are described and depicted as follows:

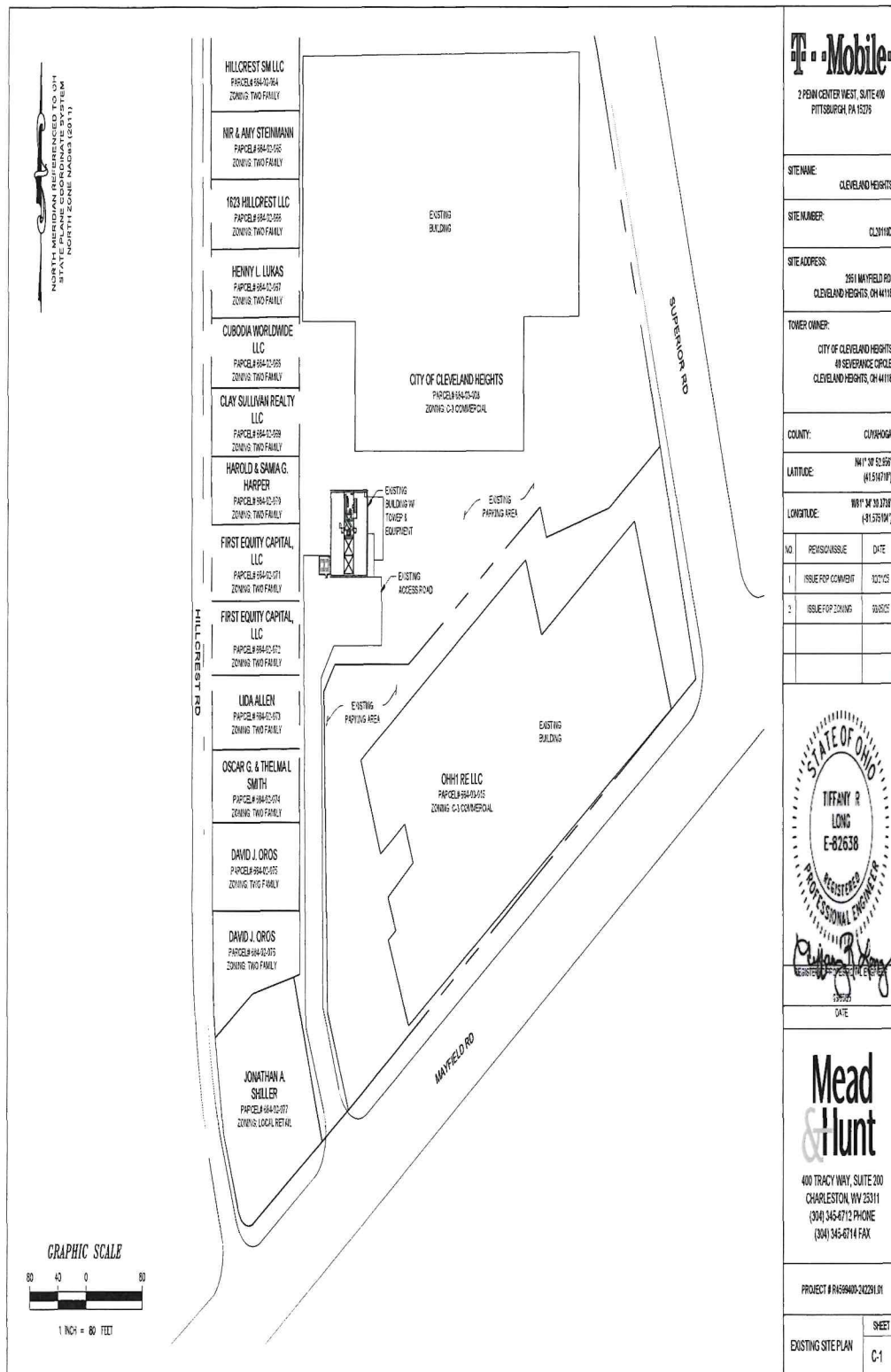
See Attached Drawings



NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	10/21/05
2	ISSUE FOR COMMENT	10/26/05

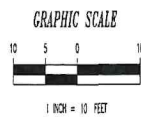
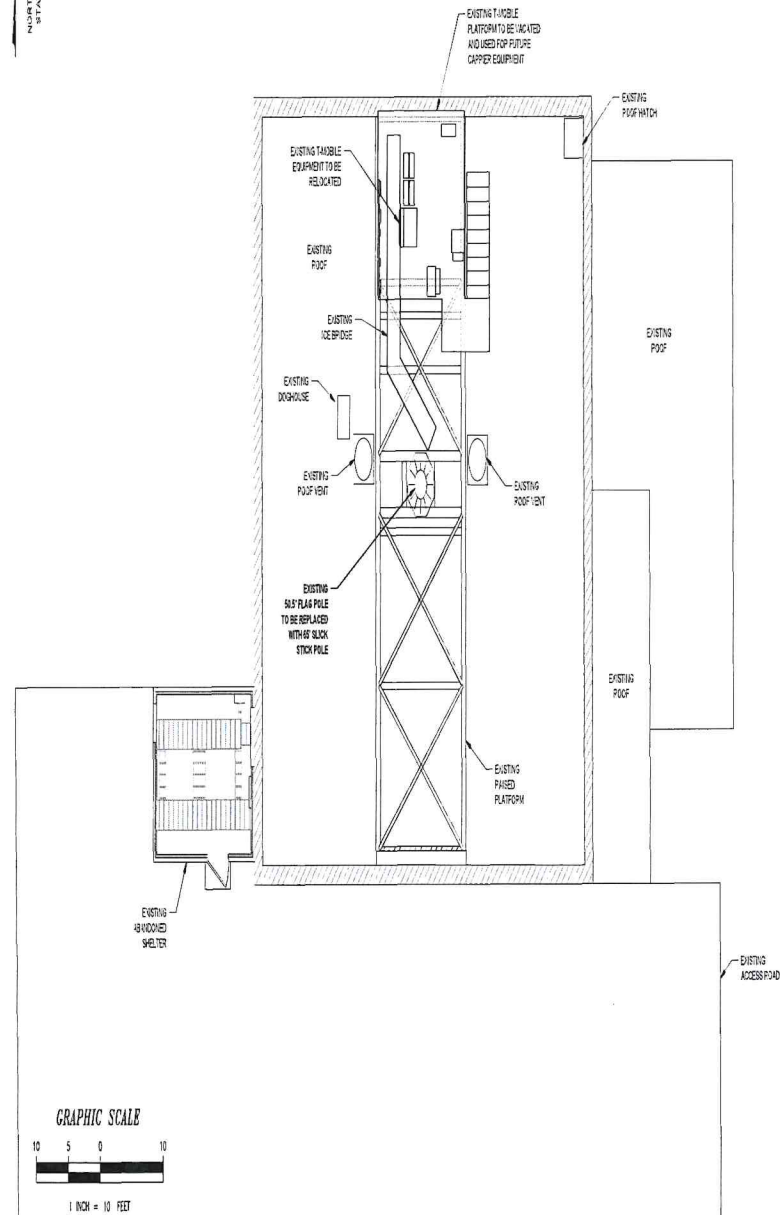
EMERGENCY AND UTILITY CONTACTS





Site Number: CL20110D
Site Name: Cleveland Heights
Market: Cleveland

VERTICAL CURVATURE CORRECTION
 NORTH ZONE NAD83 (2011)
 STATE PLANE COORDINATE SYSTEM
 NORTH ZONE NAD83 (2011)



T-Mobile

2 PENN CENTER WEST, SUITE 400
 PITTSBURGH, PA 15206

SITE NAME: CLEVELAND HEIGHTS

SITE NUMBER: CL20110D

SITE ADDRESS: 381 WAYFIELD RD.
 CLEVELAND HEIGHTS, OH 44118

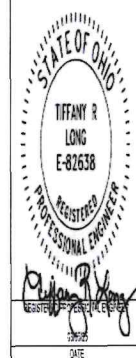
TOWER OWNER:
 CITY OF CLEVELAND HEIGHTS
 40 REVERENCE CIRCLE
 CLEVELAND HEIGHTS, OH 44118

COUNTY: CUYAHOGA

LATITUDE: 41° 30' 53.95" N
 (41.514708)

LONGITUDE: 81° 34' 38.73" W
 (-81.575944)

NO.	REVISION/ISSUE	DATE
1	ISSUE FOR COMMENT	12/1/12
2	ISSUE FOR CONING	10/15/12

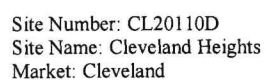


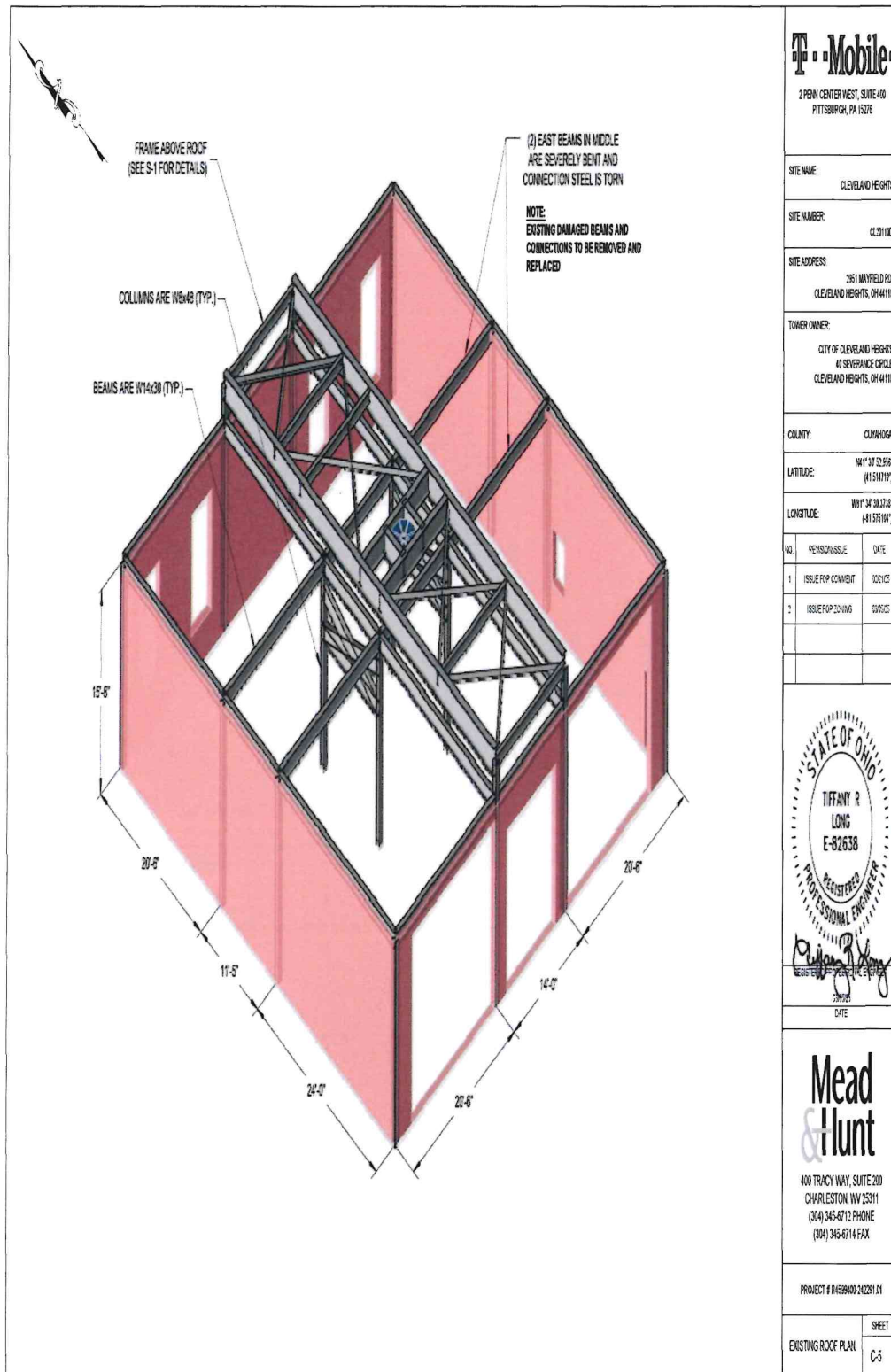
Mead & Hunt
 400 TRACY WAY, SUITE 200
 CHARLESTON, WV 25311
 (304) 345-8712 PHONE
 (304) 345-8714 FAX

PROJECT # R1629400-242291.D1

EXISTING ROOF PLAN SHEET C-2

Site Number: CL20110D
 Site Name: Cleveland Heights
 Market: Cleveland





T-Mobile

2 PENN CENTER WEST, SUITE 400
PITTSBURGH, PA 15276

SITE NAME:
CLEVELAND HEIGHTS

SITE NUMBER:
CL20110D

SITE ADDRESS:
2951 MAYFIELD RD.
CLEVELAND HEIGHTS, OH 44118

TOWER OWNER:
CITY OF CLEVELAND HEIGHTS
40 SEVERANCE CIRCLE
CLEVELAND HEIGHTS, OH 44118

COUNTY: CUYAHOGA

LATITUDE: N41° 03' 23.55"
(41.541019°)

LONGITUDE: W81° 34' 38.773"
(-81.575814°)

NO.	REASON/ISSUE	DATE
1	ISSUE FOR COMMENT	02/21/05
2	ISSUE FOR CORRECTION	02/21/05

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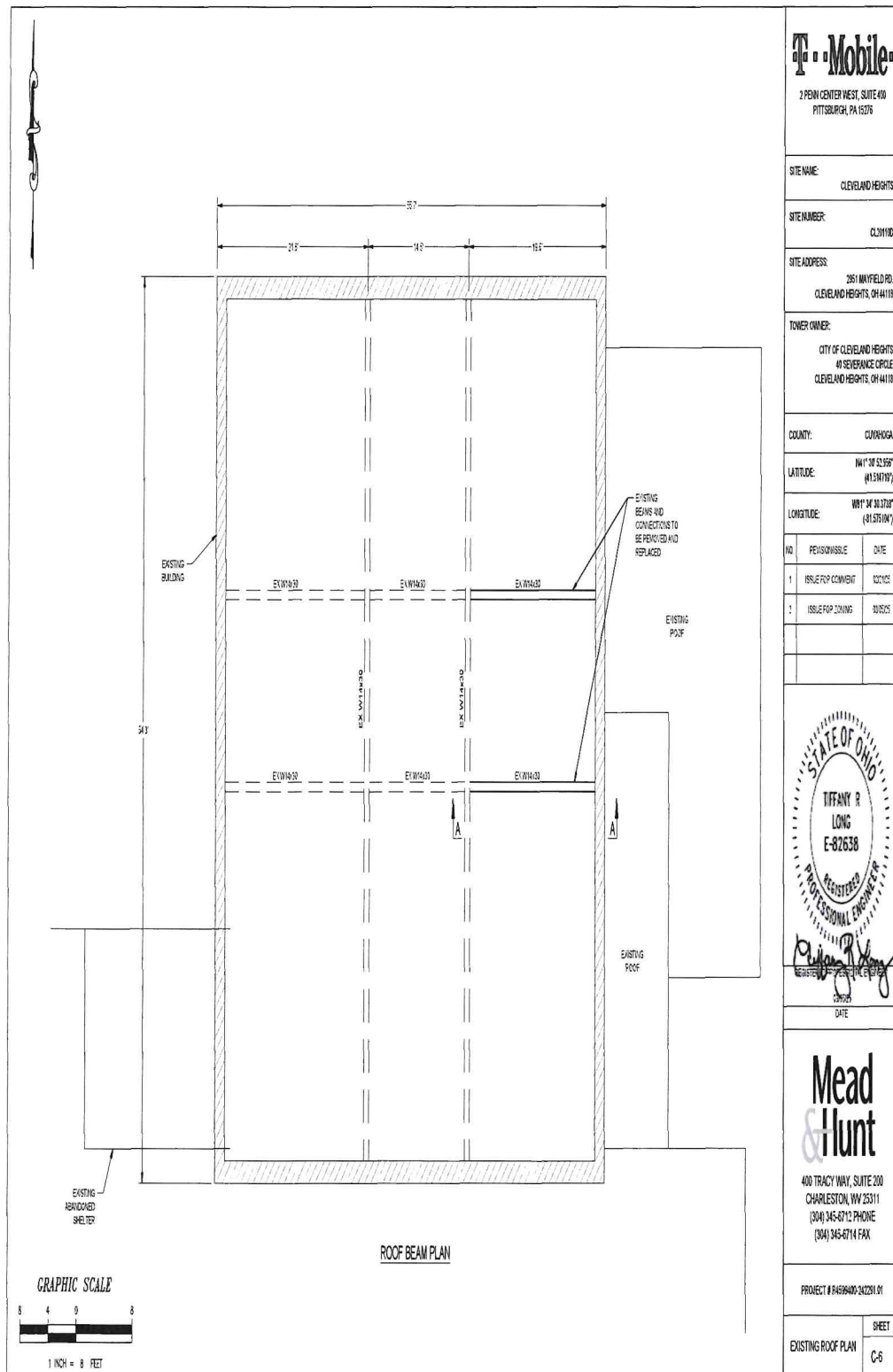
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Site Number: CL20110D
Site Name: Cleveland Heights
Market: Cleveland



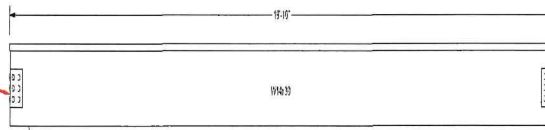
Site Number: CL20110D
Site Name: Cleveland Heights
Market: Cleveland

1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE BUSINESS LINE SPECIFICATIONS.
2. BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE (WELD) CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
3. SHIM AS REQUIRED PRECISION SP AND STOCK CP APPROXIMATED EQUAL.

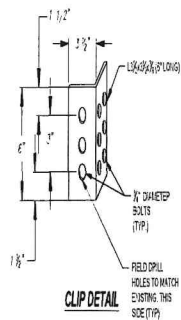
EXISTING
BEAMS AND
CONNECTIONS TO
BE REPAIRED AND
REPLACED



REMOVE PENTIS AND CLIPS ON BOTH ENDS. REMOVE BEAM AND REPLACE WITH NEW BEAM AND NEW CLIP CONNECTIONS WITH NEW $\frac{1}{2}$ " BOLTS (2 PLACES, 3 CLIPS (2 EACH END), 2 BEAMS)



SECTION A-A
NTS

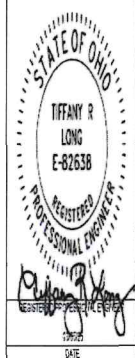


NOTE:
CONTRACTOR VERIFY ALL
DIMENSIONS AND HOLE SPACING
PRIOR TO FABRICATION

T-Mobile

LONGITUDE: $119^{\circ} 34' 36.1733''$
(-81.575124°)

NO.	PERSON/ISSUE	DATE
1	ISSUE FOR COMMENT	NOVICS
2	ISSUE FOR JOURNALING	NOVICS

Mead
& Hunt

400 TRACY WAY, SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE
(304) 345-6714 FAX

PROJECT # R4569400-242291.01

MISCELLANEOUS DETAILS	SHEET
	C-7

Page 124 of 150

Proposed: 03/03/2026

RESOLUTION NO. 053-2026(AS), *First Reading*

By Mayor Petras

A Resolution approving the Mayor's appointment of Dee Weber as the Director of Human Resources, commencing upon her confirmation; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, pursuant to Article V, Section 2 of the City's Charter, the Mayor is to appoint a director of each department who shall have the supervision and control of said department for a term running concurrently with the term of the Mayor making the appointment; and

WHEREAS, pursuant to the same Section of the Charter, the Mayor's appointment of the Director of Law, Director of Finance, Director of Human Resources, Director of Public Works, and Director of Planning is effective only upon the approval of a majority of the members of council; and

WHEREAS, the Mayor has requested that this Council approve his appointment of Dee Weber as Director of Human Resources, to commence upon her confirmation.

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

SECTION 1. This Council hereby approves the Mayor's appointment of Dee Weber as Director of Human Resources.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and 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 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 fill the vacancy in the position of Director of Human Resources at the earliest possible date. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in

RESOLUTION NO. 053-2026(AS)

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: 2/9/2026

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Denison Tot Playground Legislation

Purpose Statement: To authorize the Mayor to execute an agreement with Playcore Wisconsin, Inc. d/b/a GameTime for Parks & Recreation to construct a Tot Playground at Denison Park next to our new splash pad. This piece of legislation allows us to enter in to an agreement with Playcore Wisconsin, Inc. d/b/a GameTime which is an Omnia Partners cooperative purchasing partner to purchase and install this play structure next to our new splash pad.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? So that the legislation can become effective immediately following passage.

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

If yes, why?

.

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

\$200,000 was budgeted for this in the 2026 capital budget in fund 402.8201.3004.0.

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



P.O. Box 208 Harrison, OH 45030
 Toll Free 800-762-7936
 Fax 513-788-1825
 www.dwarec.com
 info@dwarec.com

02/03/2026
 Quote #
 108327-01-04

City of Cleveland Heights - Denison Park - Tot Playground - OMNIA Partners Pricing - Excavation

Cleveland Heights, City of
 Attn: Andres Gonzalez
 Denison Park, 1015 Quarry Drive
 Cleveland Heights, OH 44121
 United States
 agonzalez@clevelandheights.gov

Project # 108327
Job # 108327-01
Ship to Zip 44121

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Playground Structure (2-5) TCLE_HGTS-TOT	\$117,859.00	\$117,859.00
1	178749	GameTime - Owner's Kit	\$98.07	\$98.07
1	5193	GT-Shade - Triple Bay Swing Shade	\$19,409.00	\$19,409.00
1	RDU	GameTime - Swing Seats - (4) Belt seats & (2) Enclosed Tot Seats	\$2,780.00	\$2,780.00
1	EWf-12	GT-Impax - (179 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$4,405.00	\$4,405.00
1	RDU	GameTime - Installation based off the following:- <u>DWA Recreation responsible for the following:</u> - Take delivery of equipment and store, prior to installation - Contact OUPS811 - "Call Before You Dig" - Installation of playground structure - Installation of freestanding equipment - Installation of engineered wood fiber (EWf) safety surfacing Prevailing wage rates Dirt spoils to be left on site <u>Owner and/or General Contractor responsible for the following:</u> - Mark private utilities - Haul away of augured dirt spoils - Site restoration, as needed Pricing does <u>NOT</u> include permits Pricing does <u>NOT</u> include contractor registration	\$42,510.00	\$42,510.00
1	RDU	GameTime - Excavation based off the following:- <u>DWA Recreation responsible for the following:</u> - Excavation of play area to depth of 12" Prevailing wage rates Dirt spoils to be left on site <u>Owner and/or General Contractor responsible for the following:</u> - Haul away of excavated dirt spoils - Site restoration, as needed Pricing does <u>NOT</u> include permits Pricing does <u>NOT</u> include contractor registration	\$10,600.00	\$10,600.00
Contract: OMNIA #2017001134			Sub Total	\$197,661.07
			Discount	(\$30,399.45)
			Freight	\$5,693.43
			Total	\$172,955.05



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

02/03/2026
Quote #
108327-01-04

City of Cleveland Heights - Denison Park - Tot Playground - OMNIA Partners Pricing - Excavation

OMNIA Partners Contract Number: 2017001134

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Omnia Partners Purchase Orders must be made out to:

PlayCore Wisconsin Inc. dba GameTime
c/o DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

GameTime Shipping Time: Current shipping time for GameTime is approximately 6-8 weeks. Please allow an additional 7-10 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

Please indicate desired color palette: _____

OR

Custom Color Selection:

Metal Uprights (Basic): _____

Metal Accents: _____

Roto Plastic: _____

HDPE: _____

2-Color HDPE: _____

Decks: _____

Rock: _____

Rope: _____

Shade: _____



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

02/03/2026
Quote #
108327-01-04

City of Cleveland Heights - Denison Park - Tot Playground - OMNIA Partners Pricing - Excavation

Bill To:

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Number: _____

(For Accounts Payable)

Cell Phone: _____

Email: _____

Fax: _____

Ship To:

☐ Same as Bill To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Number: _____

Cell Phone: _____

(To call before delivery)

Email: _____

Fax: _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____

Contact: _____

Address: _____

City, State, Zip: _____

Office Number: _____

Cell Phone: _____

Email: _____

Fax: _____



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 513-788-1825
www.dwarec.com
info@dwarec.com

02/03/2026
Quote #
108327-01-04

City of Cleveland Heights - Denison Park - Tot Playground - OMNIA Partners Pricing - Excavation

Purchasing Information:

Purchase Amount: \$172,955.05

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____

Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____

Email: _____

Quote prepared by: Taylor Kolanko

Sales Representative: Taylor Kolanko - taylor@dwarec.com - 330-206-5453



IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z 614

Minimum Area Required:
53' x 74'

This play equipment is recommended for children ages 5-12

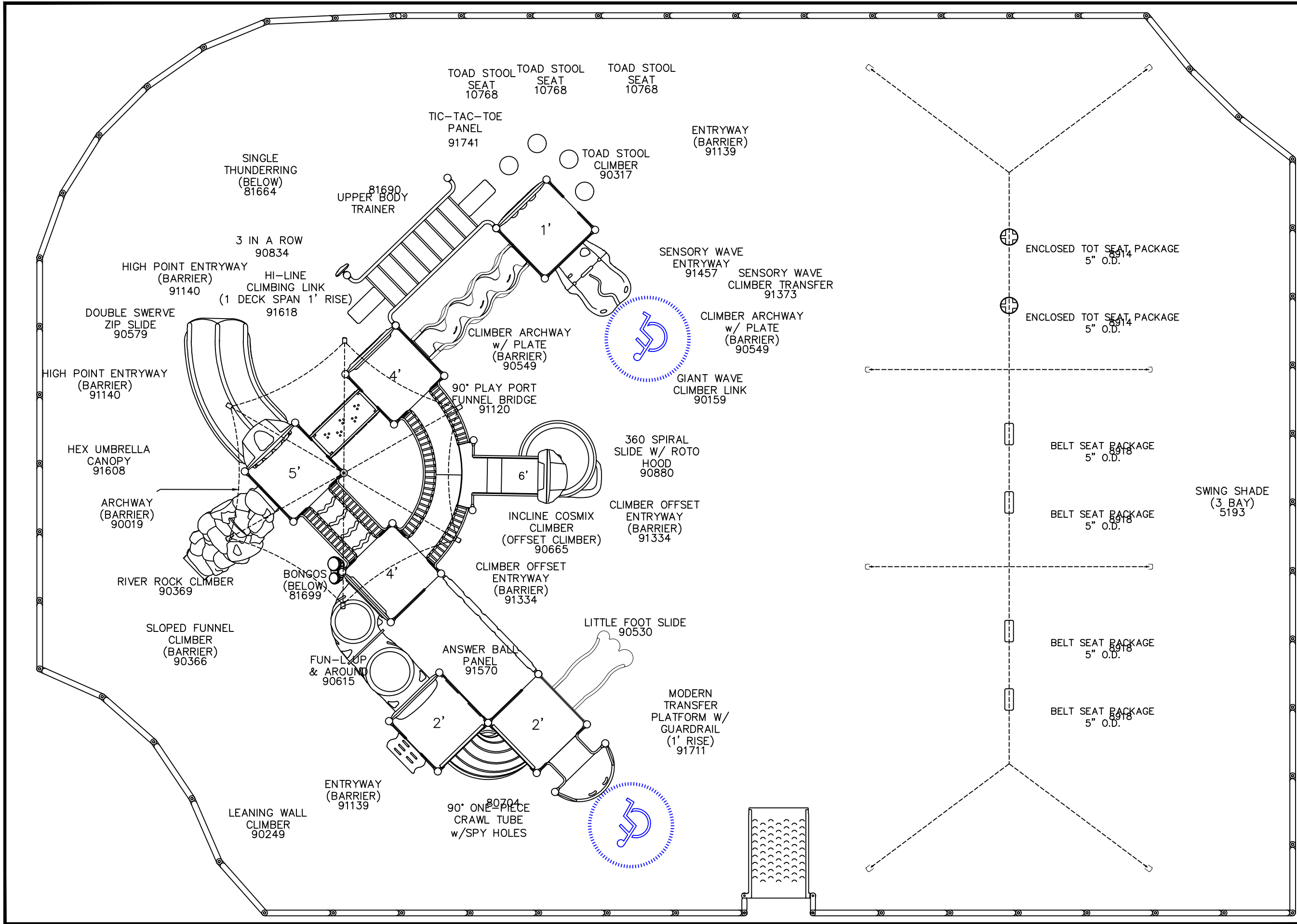
DRAWING NO: TCLE_HGTS_TOT

DRAWN BY: Taylor Kolanko

DATE: 10/10/25

PROJECT TITLE:
City of Cleveland Heights - Denison Park
Tot Playground
Cleveland Heights, OH

REPRESENTATIVE:
Taylor Kolanko



IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1447 and Canadian Standard CAN/CSA-Z-614

PROJECT TITLE: City of Cleveland Heights - Denison Park Tot Playground Cleveland Heights, OH		DRAWING NO: TCLE_HGTS-TOT	Minimum Area Required: 53' X 74'
This play equipment is recommended for children ages 5-12			
REPRESENTATIVE: Taylor Kolanko		DRAWN BY: Taylor Kolanko	DATE: 10/8/25

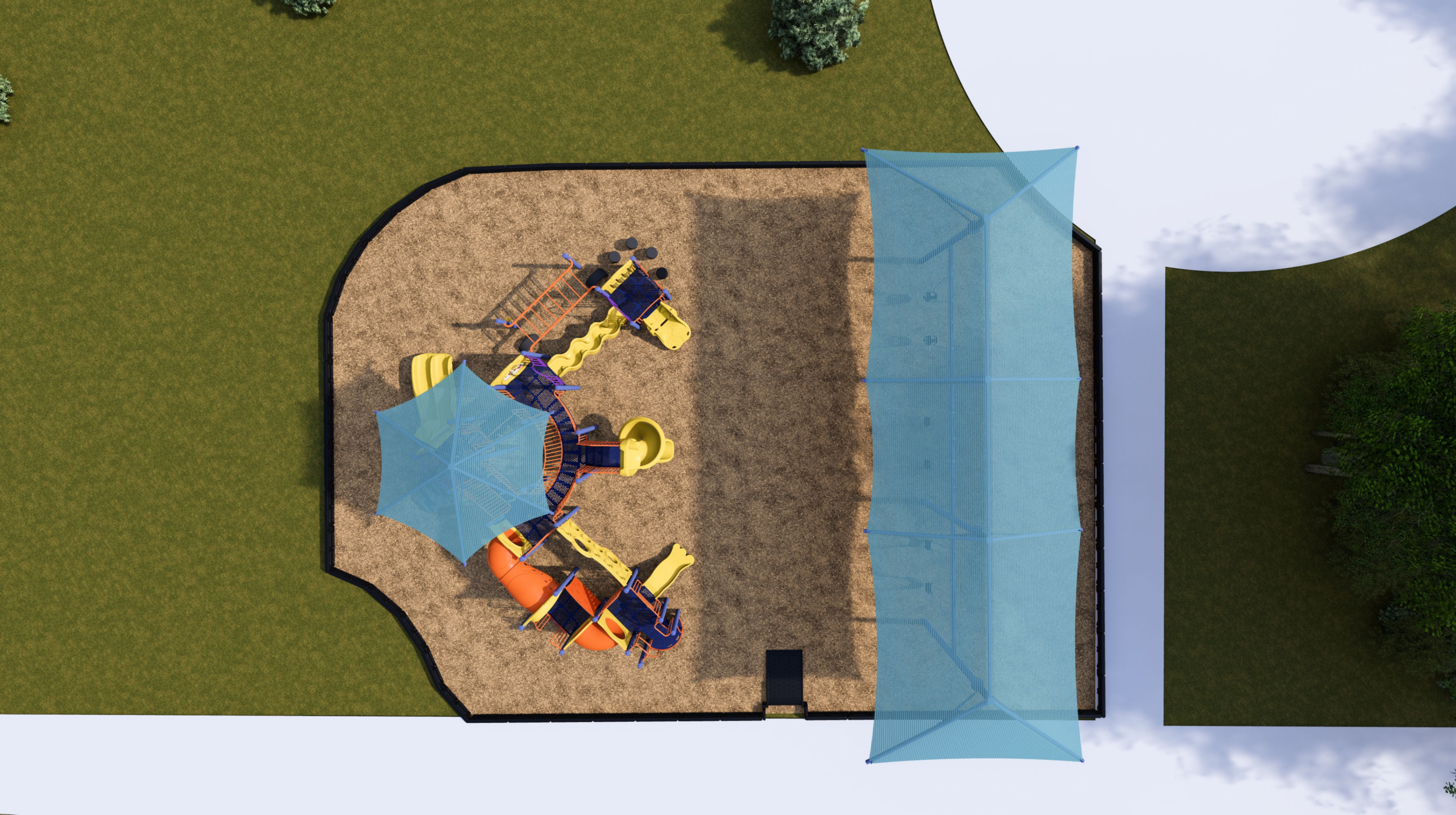


A PLAYCORE Company

www.gametime.com

City of Cleveland Heights - Denison Park Tot Playground





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City of Cleveland Heights - Denison Park Tot Playground





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www.gametime.com

City of Cleveland Heights - Denison Park Tot Playground



www.dwarec.com



A PLAYCORE Company

www.gametime.com

City of Cleveland Heights - Denison Park Tot Playground



Proposed: 03/03/2026

RESOLUTION NO. 052-2026(CRR), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with Playcore Wisconsin, Inc. d/b/a GameTime through the Omnia cooperative purchasing program for the installation of a Tot Playground at Denison Park; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City desires to install a Tot Playground at Denison Park; and

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

WHEREAS, the Mayor has determined that the equipment purchase and construction of the splashpad may be obtained from Playcore Wisconsin, Inc. d/b/a GameTime through its authorized distributor, DWA Recreation, Inc. and the Omnia cooperative purchasing program at a lower price than could be obtained through the City's bidding individually, in accordance with a proposal dated February 3, 2026, a copy of which is on file with the Clerk of Council, and that it would be in the City's best interests to purchase and install the playground by this means

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the construction of a tot playground from GameTime, including the installation of equipment, through the Omnia cooperative purchasing program, in accordance with the provisions of the Ohio Revised Code and the City's Charter and Codified Ordinances, for a price not to exceed One Hundred Seventy-Two Thousand, Nine Hundred Fifty-Five and 05/100 Dollars (\$172,966.05). The City hereby waives individual formal bidding for this project. All contracts hereunder shall be in a form approved by the Director of Law.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RESOLUTION NO. 052-2026(CRR)

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

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: February 4, 2026

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

Cc: Jim Petras, Mayor
William Hanna, Director of Law

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for the purchase of a Petersen TL3 Lightning Loader

Purpose Statement: To authorize the purchase of a Petersen TL3 Lightning Loader (claw truck) from Best Equipment in the amount of \$256,171.29. This truck will be used for bulk collection services in the Refuse Division. Sourcewell # 010825-P11.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To acquire this truck by the Spring to perform bulk collection services. There is currently one in stock, otherwise we will be waiting until Fall.

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

If yes, why?

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

Account 416.6203.3004

Proposed: 02/17/2026

RESOLUTION NO. 037-2026(MSES), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with Best Equipment Co. for the acquisition of a Petersen TL3 Lightning Loader (aka claw truck) for the Refuse Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in order to meet operational needs, it is necessary to purchase a Petersen Lightning Loader to be used by the Refuse Division of the Department of Public Works; and

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

WHEREAS, the Mayor has determined that the selected equipment 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 equipment by this means.

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of a Petersen Lightning Loader through Sourcewell Contract #010825-PII pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Two Hundred Fifty-Six Thousand One Hundred Seventy-One Dollars and Twenty-Nine cents (\$256,171.29). All contracts hereunder shall be approved as to form by the Director of Law.

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

RESOLUTION NO. 037-2026(MSES)

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet tree safety work. 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



SALES PROPOSAL

Provided by Best Equipment Company, Inc.

Experts in Municipal and Contractor Environmental Equipment Since 1917

Proudly Serving Indiana, Ohio, Kentucky, and Michigan

Prepared Especially For
Cleveland Heights, OH

Rich Kriefall

Prepared By
Matt Floyd
Northeastern (West) Ohio Sales

Document ID	Prepared For	Prepared On	Pricing Valid Through
O - 26-0125 Q - 00003844 Please Reference Document ID Purchase Orders	Cleveland Heights, OH	1/28/2026	14 Days

Procurement	Payment Terms	FOB
Sourcewell, Petersen: #010825-PII - Issue PO to Best Equipment Company, Inc.	Invoice	Cleveland Heights, OH

Product	Unit Price	Quantity	Total
New Equipment Petersen TL3 Lightning Loader Freightliner M2-106 MODEL TL3 BASE LOADER - HEAVY DUTY SWING MOTOR - STANDARD HEIGHT PEDESTAL - QUADSTICK MECH CONTROLS - GRATING HEAT SHIELD - HDHi OUTRIGGER STROBE - STANDARD BUCKET 60" - BOOM-UP WARNING LIGHT/AUDIBLE ALARM - HOSE GUARDS- HEAD & VALVE BANK - SWING LOCK (PEDESTAL FOR BOOM) - TOOL BOX, TRUCK FRAME MOUNTED UNDER BODY - HD CONTROL BOX - THROTTLE ENGINE KILL & HORN - TANDEM PUMP IN LIEU OF SINGLE 18 GMP - FRONT MOUNT STROBES AMBER - LOADER SINGLE COLOR PI ORANGE			
DUMP BODY - MODEL HDX-1824 HARDOX BODY 1/8" SIDES, 3/16" FLOOR - PI SELF-WINDING LOAD COVERING DEVICE - SINGLE PIECE REAR DOOR - WIRE LOOM FOR BODY WIRING - LED TYPE BODY LIGHTS, 15 EA. - AMBER LED FLASHERS IN REAR CORNER POST - ANSI Z245 PACKAGE - WORK LIGHTS - (SET OF 2) (CURBSIDE UNDER BODY) - WORK LIGHTS - (SET OF 2) (STREETSIDE UNDER BODY) - REAR CAMERA MOUNTED IN REAR MARKER LIGHT-IV-550 - BODY LADDER	\$256,171.29	1.00	\$256,171.29
CHASSIS - M2 106 PLUS CONVENTIONAL CHASSIS - MEDIUM DUTY 2026 MODEL YEAR - SET BACK AXLE - TRUCK			

- STRAIGHT TRUCK PROVISION, NON-TOWING
- LH PRIMARY STEERING LOCATION
- ENGINE SERIES: L6, 6.7L, TURBO
- DIESEL
- DRIVE LINE TYPE: 4Z2
- AIR BRAKE SYSTEM
- GVWR CLASS 8: 33,001 LB AND OVER

Subtotal	\$256,171.29
Grand Total	\$256,171.29

Agreement

Sign below to accept and agree to this sales proposal and all terms and conditions. Any changes to this agreement must be done so in writing. This agreement is binding. By signing, you agree that you are authorized to execute this contract.

Signature

Title

Date

Notes

New equipment includes pre-delivery inspection, delivery to customer site, and basic operational and maintenance training. Standard Manufacturer's warranty applies. Warranty Statements are available upon request.

BestCare

Need a plan to take care of your investment? BestCare is Best Equipment Company's preventative maintenance program, offering you customized plans to properly maintain and extend the life of your equipment. Email us at bestcare@bestequipmentco.com to learn more.

Terms and Conditions

Quotation

This document is provided for quotation purposes only and does not constitute an invoice. Do not remit payment based on this quotation. A final invoice will be prepared and sent, reflecting the total amount due at the time of billing.

Taxes

Applicable sales taxes are not included in this quotation unless specifically noted. Tax estimates may be provided upon request and are deemed reliable but not guaranteed. Exact taxes will be calculated and applied at the time of invoicing.

Order Cancellation

All order cancellations must be submitted in writing and are subject to the following terms:

Inventory Units: Cancellations of in-stock units may be subject to a cancellation fee of up to 10% of the total purchase price to cover administrative, restocking, and holding costs.

Custom and Customer-Ordered Units: Orders for custom-built or factory-ordered equipment are non-cancellable once submitted to the manufacturer. If a cancellation is requested and approved, a cancellation fee of up to 25% of the total purchase price may apply, based on production status, supplier penalties, and costs incurred.

Payment Terms

Payment is due in full upon invoicing unless alternate terms have been agreed to in writing by both the Buyer and Seller. All contractors are subject to COD (Cash on Delivery) terms unless otherwise approved in advance.

Delivery

Delivery dates provided are estimations only and are not guaranteed. Best Equipment Company, Inc. shall not be held liable for any loss of time, revenue, or other consequential damages due to delays in delivery. Title and risk of loss transfer to the Buyer upon delivery and unloading of equipment, as acknowledged by signature on this sales proposal or delivery confirmation. Due to continued volatility in global markets and supply chain constraints lead times are subject to change.

Unforeseen Costs and Price Adjustments

Prices quoted are based on current costs and market conditions at the time of proposal. In the event of unforeseen cost increases beyond our control—including but not limited to tariffs, surcharges, manufacturer-imposed price changes, or freight increases—Best Equipment Company, Inc. reserves the right to adjust the final purchase price accordingly. Such adjustments will be communicated in writing and applied proportionally to the affected goods or services.

Financing

If the Buyer is seeking financing, arrangements must be secured and executed in a timely manner. Delays in securing financing may result in cancellation of the agreement or reallocation of inventory.

Dispute Resolution

Any dispute arising from or related to the execution of this order shall first be addressed through good faith negotiations between the Parties. If such negotiations do not resolve the dispute within thirty (30) days, the Parties agree to submit the matter to mediation before a mutually selected neutral mediator. Mediation shall occur within forty-five (45) days of mediator selection. The Parties shall share equally in the cost of mediation. All rights, remedies, and defenses of the Parties are preserved should mediation prove unsuccessful. During any dispute resolution process, both Parties shall continue to perform their obligations to the extent practicable.

Limitation of Liability

Best Equipment Company, Inc.'s liability in connection with the sale of equipment shall not exceed the purchase price of the goods. Under no circumstances shall the Seller be liable for incidental, consequential, or special damages, including lost profits or business interruption.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any disputes shall be resolved in the appropriate state or federal court located within Marion County, Indiana.

Entire Agreement

This quotation and its terms constitute the entire agreement between the Buyer and Seller regarding the goods and services described herein and supersede all prior or contemporaneous understandings, whether written or oral. Modifications must be in writing and signed by both parties.

V04042025



Date: February 4, 2026

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

Cc: Jim Petras, Mayor
Michael Reese, Chief Administrative Officer
William Hanna, Director of Law

From: Collette Clinkscale, Director of Public Works

Subject: Legislation to Enter into a renewal Agreement with Urban SDK to access software products and related services via a web browser and/or mobile application for a 2-year term.

Purpose Statement: To enter into an agreement with Urban SDK for the provision of geospatial AI solutions (software) and roadway data support. Currently this software is used by the Public Works Department and the Planning Department for services related to but not limited to traffic calming and traffic safety analysis, etc. at an annual cost of \$25,970.00 per year for a two-year period. This software will be extended to the Police Department, if desired, as there is a traffic enforcement component as well.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? The current agreement expires on March 10, 2026

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

If yes, why?

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

Account No. 201.6211.3004

Proposed: 02/17/2026

RESOLUTION NO. 038-2026(PSH), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with Urban SDK for the provision of geospatial AI solutions and roadway data in support of the City's safety, planning, and operational analysis initiatives; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City previously entered into a two-year agreement with Urban SDK on March 37, 2024, for the provision of speed and AADT data for every roadway in the City, and other services necessary for the analysis of the same, at an annual cost of Twenty-Four Thousand, Five Hundred and 00/100 Dollars (\$24,500.00); and

WHEREAS, Urban SDK has proposed a new two-year agreement with City for similar services for an amount not to exceed Fifty-Three Thousand, Five Hundred and 00/100 Dollars (\$53,500.00); and

WHEREAS, the City has recognized a need for additional roadway data and related analytical services to support its safety, planning, and operational needs.

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

SECTION 1. The Mayor is hereby authorized to execute an agreement with Urban SDK to provide the geospatial AI solutions, roadway data, and related analytical services for the purpose of supporting the City's safety, planning, and operational analysis initiatives ("Agreement"). The term of the Agreement shall not exceed two (2) years and the amount expended under the Agreement shall not exceed Fifty-Three Thousand, Five Hundred and 00/100 Dollars (\$53,500.00). The Agreement shall contain any other terms, conditions, or provisions that the Director of Law deems necessary or advisable.

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

SECTION 3. Notice of the passage of this Resolution shall be given by publishing 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. 038-2026(PSH)

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 continuity of the services described herein, which will terminate on March 28, 2026 without the execution of this Agreement. 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