



May 18, 2026
Regular Meeting
7:30 PM

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

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) **Meeting called to order by Council President**
- 2) **Roll Call of Council Members**
- 3) **Excuse absent members**
- 4) **Amendments to the Agenda (if necessary)**
- 5) **Approval of minutes from previous meeting(s)**
- 6) **Presentation(s)**
 - a. Cedar-Lee Special Improvement Director, *Caroline Barni* (15 min)
- 7) **Communications from the Mayor**
- 8) **City Administrator's Report**
- 9) **Departmental Report(s)**
 - a. Information Technology, *Director Prosser*
- 10) **Report of the Clerk of Council**
 - a. Notify Council that the Clerk has received a Notice to Legislative Authority from the Ohio Department of Liquor Control for the transfer of a C-2X/C-2 Liquor Permit from Ungers Kosher Bakery Inc. to Ungers Ventures LLC, located at 1831 S. Taylor Rd.
- 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. 100-2026(F): First Reading. A Resolution declaring the necessity of assessing a portion of the expense of street lighting; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 101-2026(F): First Reading. A Resolution declaring the necessity of assessing a portion of the expense of improving streets and parkways, including grading, draining, curbing, paving, repaving, repairing, sweeping, or cleaning thereof, removing snow therefrom, and planting, maintaining, and removing shade trees thereon; and declaring an emergency.

Introduced by Mayor Petras

RESOLUTION NO. 102-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group, for construction management and observation services relating to the 2026 Road Program; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Petras

RESOLUTION NO. 110-2026(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with OHM Advisors for engineering design services for the Taylor Road TLCI Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

b. First Readings Only

RESOLUTION NO. 103-2026(CRR): First Reading. A Resolution authorizing the Mayor to enter into a Memorandum of Understanding with the Friends of Cain Park to support Cain Park programming for the 2026 and 2027 seasons.

Introduced by Mayor Petras

RESOLUTION NO. 104-2026(PSH): First Reading. A Resolution accepting a grant from The Ohio Department of Public Safety's Office of Criminal Justice Services, Ohio Body-Worn Camera Grant Program; authorizing the use of grant funds; authorizing the Mayor to enter into an agreement with Motorola Solutions for body-worn cameras; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 105-2026(MSES): First Reading. A Resolution authorizing the Mayor to execute an agreement with Wade Trim, Inc. of Ohio, for professional design engineering and associated services relating to the mitigation of illicit connections in the Overlook Road area and control of sanitary sewer overflow CH-46; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 106-2026(PD): First Reading. A Resolution authorizing a grant agreement with the Taylor Merchants Association; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council Member Cohen

c. Second Readings

RESOLUTION NO. 095-2026(MSES): Second Reading. A Resolution authorizing the Mayor to execute an agreement with the Northeast Ohio Areawide Coordinating Agency for the design and installation of eight (8) DC Fast Charger electric vehicle charging points at City Hall and the Cleveland Heights Community Center.

Introduced by Mayor Petras

RESOLUTION NO. 096-2026(MSES): Second Reading. A Resolution authorizing the Mayor to execute an agreement for the continuation and expansion of the city-wide food scrap composting program through Rust Belt Riders Composting, LLC.

Introduced by Mayor Petras

d. Consent Agenda

RESOLUTION NO. 107-2026(CRR): First Reading. A Resolution declaring June 2026 to be *LGBTQ+ Pride Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras and All City Council Members

RESOLUTION NO. 108-2026(CRR): First Reading. A Resolution proclaiming June 5, 2026, to be *National Gun Violence Awareness Day* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras and All City Council Members

RESOLUTION NO. 109-2026(CRR): First Reading. A Resolution recognizing May 17-23, 2026, as *National Public Works Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras and All City Council Members

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: JUNE 1, 2026



Date: 5/6/2026

To: Legislation Review Team

From: Joe Brodzinski, Finance Director

Subject: Special Assessments for Street Lights & Shade Trees

Purpose Statement:

Finance is requesting legislation to assess a portion of expenses for a period of two years for:

1. Street lighting and
2. Maintenance, improvements, etc. related to shade trees

The current assessment rates that support the Tree and Street Light operations were last updated in 2014. Since that time, the cost of providing services- including labor, materials, contractual services and equipment, has continued to increase annually and the current revenues are no longer sufficient to sustain required service levels for one of the two funds. Therefore, a rate increase is being requested for the Tree Assessments.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☒ No: ☐

If yes, why?

To meet the specific progress points associated with the assessment timeline.

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

If yes, why?

To meet the specific progress points associated with the assessment timeline.

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

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

Proposed: 05/18/2026

RESOLUTION NO. 100-2026(F): *First Reading*

By Mayor Petras

A Resolution declaring the necessity of assessing a portion of the expense of street lighting; and declaring an emergency.

WHEREAS, the Mayor has recommended to this Council that a portion of the cost and expense of lighting the streets and public places in the City for a period of two (2) years be paid by special assessment; and

WHEREAS, it is necessary that the yearly rate of assessment established by Resolution No. 084-2024 be renewed.

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

SECTION 1. It is the determination of this Council that it is necessary for the public health, convenience and welfare of the City to assess a portion of the cost and expense of lighting the streets and public places in the City upon the lands hereinafter described for a period of two (2) consecutive years, beginning with the 2026 Tax Duplicate for collection in the years 2027 through 2028, inclusive, at the annual rate of Ninety-Two Cents (\$0.92) per front foot, subject to a Corner Lot Reduction as set forth in Section (2) herein below, if applicable.

SECTION 2. Total footage is determined by the records of the Cuyahoga County Fiscal Officer, and for corner lots shall consist of the front footage (the front of the lot being determined by the property address), the radius or curve, and the side footage. If the actual side footage is less than one hundred (100) feet, the assessment shall be based solely upon the main front footage. If the actual side footage equals or exceeds one hundred (100) feet, then the footage for the purposes of this assessment shall be determined by adding the front footage, the radius/curve and the side footage, and subtracting one hundred (100) feet from this number ("Corner Lot Reduction").

SECTION 3. Two percent (2%) of the entire cost of said street lighting, plus the cost of lighting street intersections, shall be paid by the City; the remainder of said cost and expense shall be assessed upon all the lots and lands bounding upon the following dedicated streets, or parts of such streets, or public places in the City, to-wit:

All the lots and lands on the following dedicated streets:

Allston Road
Alpine Road
Altamont Avenue
Andrews Road
Antisdale Avenue

Ardleigh Drive
Ardoon Street
Arlington Road
Ashton Road
Atherstone Road

Avondale Road
Bainbridge Road
Bayreuth Road
Beechwood Avenue
Bellfield Avenue

RESOLUTION NO. 100-2026(F)

Belvoir Boulevard	Lynn Park Drive	Hampshire Road
Bendemeer Road	Maple Road	Hampstead Road
Berkeley Avenue	Maplewood Road	Harcourt Drive
Berkeley Road	Crest Road	Hartwood Road
Berkshire Lane	Cumberland Road	Harvey Road
Berkshire Road	Cummings Road	Haselton Road
Beverly Road	Dartmoor Road	Helmsdale Road
Birch Tree Path	Delamere Drive	Henderson Road
Blackmore Road	Delaware Drive	Hereford Road
Bolton Road	Dellwood Road	Hillstone Road
Boynton Road	Delmore Road	Hollister Road
Bradford Road	Demington Drive	Hyde Park Avenue
Brandon Road	Denton Drive	Idlewood Road
Brentwood Road	Derbyshire Road	Inglewood Road
Briarwood Road	DeSota Avenue	Ivydale Road
Brinkmore Road	Devonshire Drive	Janette Avenue
Burbridge Road	Dresden Road	Kenilworth Lane
Burlington Road	East Derbyshire Road	Kenilworth Road
Cadwell Avenue	East Fairfax Road	Kensington Road
Carver Road	East Monmouth Road	Kent Road
Castleton Road	East Overlook Road	Kerrwood Road
Cecil Place	Eastwick Road	Kew Road
Cedar Glen	Edendale Street	Keystone Drive
Chatfield Drive	Edgerly Road	Kildare Road
Chelsea Drive	Edgewood Road	Kingston Road
Clarence Road	Edison Drive	Marlboro Road
Clarendon Road	Edwards Road	Marlindale Road
Clarkson Road	Elandon Drive	Medford Road
Cleveland Heights	Elbon Road	Middlefield Road
Boulevard	Englewood Road	Middlehurst Road
Clifford Drive	Erievue Road	Middleton Road
Colchester Road	Essex Road	Minor Park Lane
Coleridge Road	Euclid Heights	Monmouth Road
Colonial Drive	Boulevard	Montevista Road
Compton Road	Exeter Road	Montford Road
Corydon Road	Fairfax Road	Mornington Lane
Cottage Grove Drive	Fairhill Road	Mount Laurel Road
Kirkwood Road	Fenley Road	Murray Hill Road
Lamberton Road	Forest View Drive	Navahoe Road
Lancashire Road	Glen Allen Drive	Nobleshire Road
Langton Road	Glenwood Road	Norfolk Road
Lecona Drive	Goodnor Road	Northampton Road
Lennox Road	Grandview Avenue	Nottingham Lane
Lincoln Boulevard	Greyton Road	Oak Road
Lowell Road	Guilford Road	Oakdale Road
Lownesdale Road	Hampshire Lane	Oakridge Drive

RESOLUTION NO. 100-2026(F)

Orchard Road	Rumson Road	Sylvanhurst Road
Ormond Road	Runnymede Boulevard	Sylvania Road
Overlook Lane	Rushleigh Road	Taylor Road (South)
Oxford Road	Rutherford Road	Thayne Road
Parkdale Road	Rydalmount Road	Thorne Road
Parkhill Road	St. Albans Road	Tower Road
Parkway Drive	St. James Parkway	Tremont Road
Pembrook Road	(North)	Tudor Drive
Pennifield Road	St. James Parkway	Vandermar Street
Pomona Road	(West)	Vineshire Road
Powell Avenue	Scarborough Road	Walden Road
Preyer Avenue	Seaton Road	Wellington Road
Princeton Road	Selwyn Road	Westminster Road
Quarry Drive	Severance Circle Drive	Westover Road
Queenston Road	Severn Road	Whitby Road
Radcliffe Road	Shaker Road	Whitethorn Road
Radnor Road	Shannon Road	Wilmar Court
Randolph Road	Somerton Road	Wilmar Road
Redwood Road	South Compton Road	Wilton Road
Renfield Road	South Noble Road	Windsor Road
Renrock Road	South Overlook Road	Winsford Road
Revere Road	Spangler Road	Wood Road
Rexwood Road	Staunton Road	Woodmere Drive
Ridgefield Road	Stillman Road	Woodridge Road
Rinard Road	Stoneleigh Road	Woodview Road
Rock Court	Stratford Road	Woodward Avenue
Rockwood Road	Stuart Road	Wynn Road
Rosedale Road	Summit Park Road	Yellowstone Road
Rosemond Road	Superior Park Drive	Yorkshire Road
Rossmoor Road	Surrey Road	
Roxboro Road	Sycamore Road	

Also, all the lots and lands lying within the City of Cleveland Heights on the following streets:

Ardmore Road	Cedarbrook Road	Fairmount Boulevard
Belmar Road	Chestnut Hills Drive	Forest Hills Boulevard
Blanche Avenue	Cleviden Road	Glenmont Road
Bluestone Road	Coventry Road	Glynn Road
Brewster Road	East Antisdale Avenue	Grosvenor Road
Brunswick Road	East Scarborough Road	Hanover Drive
Caledonia Avenue	Eddington Road	Hillcrest Road
Cambridge Road	Edgehill Road	Lee Boulevard
Canterbury Road	Elmwood Road	Lee Road
Cedar Road	Eloise Drive	Mayfield Road

RESOLUTION NO. 100-2026(F)

Meadowbrook	Northcliffe Road	Roanoke Road
Boulevard	North Park Boulevard	Shelburne Road
Monticello Boulevard	Northvale Boulevard	Silsby Road
Mount Vernon	North Woodland Road	Superior Road
Boulevard	Oakhill Road	Taylor Road (North)
Nela View Road	Overlook Road	Tullamore Road
Newbury Drive	Quilliams Road	Warrensville Center
Noble Road	Ravine Drive	Road
Nordway Road	Reyburn Road	Washington Boulevard

No such assessment shall be placed upon any lot or land which does not bound upon a dedicated street, or part of such street, or public place in the City.

SECTION 4. The plans and estimates of costs of the proposed improvements on file with the Director of Finance and Clerk of Council are hereby approved.

SECTION 5. Said assessment shall be paid in two (2) equal annual installments, shall be certified to the County Fiscal Officer and placed upon the Tax Duplicate according to law, and shall be collected as other taxes; provided, however, that a property owner shall have the option of paying the assessment in cash within one hundred fifty (150) days from the passage of the levy ordinance.

SECTION 6. No notes shall be issued in anticipation of the collection of said special assessment.

SECTION 7. Notice of the passage of this Resolution shall be given by publishing the entire Resolution once each week for two consecutive weeks in one newspaper of general circulation in the City of Cleveland Heights or by publishing such notice on the City's website, as provided by Ohio Revised Code Section 727.13, or as otherwise provided by law. The Clerk of Council shall also serve notice of passage of this Resolution in the manner provided in Ohio Revised Code Section 727.13 on all persons required by the provisions of Ohio Revised Code Section 727.14 to receive such notice. Before the date of the first publication, the Director of Finance and/or Clerk of Council shall prepare and have on file in her office her "assessment list" showing in detail the amount of said assessments which are proposed to be levied upon lots and parcels of land affected by this proceeding. Any complaints or objections against said assessments must be filed with the Assessment Equalization Board or the Clerk of Council within two (2) weeks after the completion of the notice of assessment pursuant to Ohio Revised Code Section 727.13 or 727.14. An owner who fails to so file an objection will be deemed to have waived any objection to the assessment.

SECTION 8. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in

RESOLUTION NO. 100-2026(F)

compliance with all legal requirements, including the City's Charter, its Codified Ordinances, and Section 121.22 of the Ohio Revised Code.

SECTION 9. This Resolution is a preliminary step in the program of assessing a portion of the cost and expense of lighting the streets and public places in the City, which program is essential for the preservation of the public health, safety, and general welfare. Because there are other required procedures and time limitations which are part of the assessment process, and because the final assessment must be filed with the Cuyahoga County Fiscal Officer in September 2026 if it is to be added to the 2026 Tax Duplicate, it is therefore necessary for the public peace, health and safety of the inhabitants of Cleveland Heights that this Resolution be passed as an emergency measure. Wherefore, this Resolution, having received the affirmative vote of not less than five (5) members of this Council is hereby adopted and shall take effect and be in force immediately upon its passage.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 05/18/2026

RESOLUTION NO. 101-2026(F): *First Reading*

By Mayor Petras

A Resolution declaring the necessity of assessing a portion of the expense of improving streets and parkways, including grading, draining, curbing, paving, repaving, repairing, sweeping, or cleaning thereof, removing snow therefrom, and planting, maintaining, and removing shade trees thereon; and declaring an emergency.

WHEREAS, the Mayor has recommended to this Council that a portion of the cost and expense of improving streets and parkways, including grading, draining, curbing, paving, repaving, repairing, sweeping, or cleaning thereof, removing snow therefrom, and planting, maintaining, and removing shade trees thereon for a period of two (2) years be paid by special assessment; and

WHEREAS, it is necessary that the yearly rate of assessment established by Resolution No. 85-2024 be renewed.

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

SECTION 1. It is the determination of this Council that it is necessary for the public health, convenience and welfare of the City to assess a portion of the cost and expense of improving streets and parkways, including grading, draining, curbing, paving, repaving, repairing, sweeping, or cleaning thereof, removing snow therefrom, and planting, maintaining, and removing shade trees thereon, upon the lands hereinafter described for a period of two (2) consecutive years, beginning with the 2026 Tax Duplicate for collection in the years 2027 through 2028, inclusive, at the annual rate of One Dollar and Eight Cents (\$1.68) per front foot, subject to a Corner Lot Reduction as set forth in Section (2) herein below, if applicable.

SECTION 2. Total footage is determined by the records of the Cuyahoga County Fiscal Officer, and for corner lots shall consist of the front footage (the front of the lot being determined by the property address), the radius or curve, and the side footage. If the actual side footage is less than one hundred (100) feet, the assessment shall be based solely upon the main front footage. If the actual side footage equals or exceeds one hundred (100) feet, then the footage for the purposes of this assessment shall be determined by adding the front footage, the radius/curve and the side footage, and subtracting one hundred (100) feet from this number ("Corner Lot Reduction").

SECTION 3. Two percent (2%) of the entire cost of said improvements whose costs are assessed shall be paid by the City; the remainder of said cost and expense shall be assessed upon all the lots and lands bounding upon the following dedicated streets, or parts of such streets, or public places in the City, to-wit:

RESOLUTION NO 101-2026 (CRR)

All the lots and lands on the following dedicated streets:

Allston Road	Clifford Drive	Englewood Road
Alpine Road	Colchester Road	Erievue Road
Altamont Avenue	Coleridge Road	Essex Road
Andrews Road	Colonial Drive	Euclid Heights
Antisdale Avenue	Compton Road	Boulevard
Ardleigh Drive	Corydon Road	Exeter Road
Ardoon Street	Cottage Grove Drive	Fairfax Road
Arlington Road	Kirkwood Road	Fairhill Road
Ashton Road	Lamberton Road	Fenley Road
Atherstone Road	Lancashire Road	Forest View Drive
Avondale Road	Langton Road	Glen Allen Drive
Bainbridge Road	Lecona Drive	Glenwood Road
Bayreuth Road	Lennox Road	Goodnor Road
Beechwood Avenue	Lincoln Boulevard	Grandview Avenue
Bellfield Avenue	Lowell Road	Greyton Road
Belvoir Boulevard	Lownesdale Road	Guilford Road
Bendemeer Road	Lynn Park Drive	Hampshire Lane
Berkeley Avenue	Maple Road	Hampshire Road
Berkeley Road	Maplewood Road	Hampstead Road
Berkshire Lane	Crest Road	Harcourt Drive
Berkshire Road	Cumberland Road	Hartwood Road
Beverly Road	Cummings Road	Harvey Road
Birch Tree Path	Dartmoor Road	Haselton Road
Blackmore Road	Delamere Drive	Helmsdale Road
Bolton Road	Delaware Drive	Henderson Road
Boynton Road	Dellwood Road	Hereford Road
Bradford Road	Delmore Road	Hillstone Road
Brandon Road	Demington Drive	Hollister Road
Brentwood Road	Denton Drive	Hyde Park Avenue
Briarwood Road	Derbyshire Road	Idlewood Road
Brinkmore Road	DeSota Avenue	Inglewood Road
Burbridge Road	Devonshire Drive	Ivydale Road
Burlington Road	Dresden Road	Janette Avenue
Cadwell Avenue	East Derbyshire Road	Kenilworth Lane
Carver Road	East Fairfax Road	Kenilworth Road
Castleton Road	East Monmouth Road	Kensington Road
Cecil Place	East Overlook Road	Kent Road
Cedar Glen	Eastwick Road	Kerrwood Road
Chatfield Drive	Edendale Street	Kew Road
Chelsea Drive	Edgerly Road	Keystone Drive
Clarence Road	Edgewood Road	Kildare Road
Clarendon Road	Edison Drive	Kingston Road
Clarkson Road	Edwards Road	Marlboro Road
Cleveland Heights	Elandon Drive	Marlindale Road
Boulevard	Elbon Road	Medford Road

RESOLUTION NO 101-2026 (CRR)

Middlefield Road	Renfield Road	Stratford Road
Middlehurst Road	Renrock Road	Stuart Road
Middleton Road	Revere Road	Summit Park Road
Minor Park Lane	Rexwood Road	Superior Park Drive
Monmouth Road	Ridgefield Road	Surrey Road
Montevista Road	Rinard Road	Sycamore Road
Montford Road	Rock Court	Sylvanhurst Road
Mornington Lane	Rockwood Road	Sylvania Road
Mount Laurel Road	Rosedale Road	Taylor Road (South)
Murray Hill Road	Rosemond Road	Thayne Road
Navahoe Road	Rossmoor Road	Thorne Road
Nobleshire Road	Roxboro Road	Tower Road
Norfolk Road	Rumson Road	Tremont Road
Northampton Road	Runnymede Boulevard	Tudor Drive
Nottingham Lane	Rushleigh Road	Vandermar Street
Oak Road	Rutherford Road	Vineshire Road
Oakdale Road	Rydalmount Road	Walden Road
Oakridge Drive	St. Albans Road	Wellington Road
Orchard Road	St. James Parkway	Westminster Road
Ormond Road	(North)	Westover Road
Overlook Lane	St. James Parkway	Whitby Road
Oxford Road	(West)	Whitethorn Road
Parkdale Road	Scarborough Road	Wilmar Court
Parkhill Road	Seaton Road	Wilmar Road
Parkway Drive	Selwyn Road	Wilton Road
Pembrook Road	Severance Circle Drive	Windsor Road
Pennifield Road	Severn Road	Winsford Road
Pomona Road	Shaker Road	Wood Road
Powell Avenue	Shannon Road	Woodmere Drive
Preyer Avenue	Somerton Road	Woodridge Road
Princeton Road	South Compton Road	Woodview Road
Quarry Drive	South Noble Road	Woodward Avenue
Queenston Road	South Overlook Road	Wynn Road
Radcliffe Road	Spangler Road	Yellowstone Road
Radnor Road	Staunton Road	Yorkshire Road
Randolph Road	Stillman Road	
Redwood Road	Stoneleigh Road	

Also, all the lots and lands lying within the City of Cleveland Heights on the following streets:

Ardmore Road	Brunswick Road	Cedarbrook Road
Belmar Road	Caledonia Avenue	Chestnut Hills Drive
Blanche Avenue	Cambridge Road	Cleviden Road
Bluestone Road	Canterbury Road	Coventry Road
Brewster Road	Cedar Road	East Antisdale Avenue

RESOLUTION NO 101-2026 (CRR)

East Scarborough Road	Mayfield Road	Oakhill Road
Eddington Road	Meadowbrook	Overlook Road
Edgehill Road	Boulevard	Quilliams Road
Elmwood Road	Monticello Boulevard	Ravine Drive
Eloise Drive	Mount Vernon	Reyburn Road
Fairmount Boulevard	Boulevard	Roanoke Road
Forest Hills Boulevard	Nela View Road	Shelburne Road
Glenmont Road	Newbury Drive	Silsby Road
Glynn Road	Noble Road	Superior Road
Grosvenor Road	Nordway Road	Taylor Road (North)
Hanover Drive	Northcliffe Road	Tullamore Road
Hillcrest Road	North Park Boulevard	Warrensville Center
Lee Boulevard	Northvale Boulevard	Road
Lee Road	North Woodland Road	Washington Boulevard

No such assessment shall be placed upon any lot or land which does not bound upon a dedicated street, or part of such street, or public place in the City.

SECTION 4. The plans and estimates of costs of the proposed improvements on file with the Director of Finance and Clerk of Council are hereby approved.

SECTION 5. Said assessment shall be paid in two (2) equal annual installments, shall be certified to the County Fiscal Officer and placed upon the Tax Duplicate according to law, and shall be collected as other taxes; provided, however, that a property owner shall have the option of paying the assessment in cash within one hundred fifty (150) days from the passage of the levy ordinance.

SECTION 6. No notes shall be issued in anticipation of the collection of said special assessment.

SECTION 7. Notice of the passage of this Resolution shall be given by publishing the entire Resolution once each week for two consecutive weeks in one newspaper of general circulation in the City of Cleveland Heights or by publishing such notice on the City's website, as provided by Ohio Revised Code Section 727.13, or as otherwise provided by law. The Clerk of Council shall also serve notice of passage of this Resolution in the manner provided in Ohio Revised Code Section 727.13 on all persons required by the provisions of Ohio Revised Code Section 727.14 to receive such notice. Before the date of the first publication, the Director of Finance and/or Clerk of Council shall prepare and have on file in her office her "assessment list" showing in detail the amount of said assessments which are proposed to be levied upon lots and parcels of land affected by this proceeding. Any complaints or objections against said assessments must be filed with the Assessment Equalization Board or the Clerk of Council within two (2) weeks after the completion of the notice of assessment pursuant to Ohio Revised Code Section 727.13 or 727.14. An owner who fails to so file an objection will be deemed to have waived any objection to the assessment.

RESOLUTION NO 101-2026 (CRR)

SECTION 8. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all such 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, including the City's Charter, its Codified Ordinances, and Section 121.22 of the Ohio Revised Code.

SECTION 9. This Resolution is a preliminary step in the program of assessing a portion of the cost and expense of lighting the streets and public places in the City, which program is essential for the preservation of the public health, safety, and general welfare. Because there are other required procedures and time limitations which are part of the assessment process, and because the final assessment must be filed with the Cuyahoga County Fiscal Officer in September 2026 if it is to be added to the 2026 Tax Duplicate, it is therefore necessary for the public peace, health and safety of the inhabitants of Cleveland Heights that this Resolution be passed as an emergency measure. Wherefore, this Resolution, having received the affirmative vote of not less than five (5) members of this Council is hereby adopted and shall take effect and be in force immediately upon its passage.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Date: May 6, 2026

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

Cc: Jim Petras, Mayor;
Michael Reese, CAO
William Hanna, Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Professional Engineering Design Services with GPD Group.

Purpose Statement: This legislation is for the Mayor to enter into an agreement with GPD Group for construction administration and inspection services in the amount of \$200,045.00 for the 2026 Road Program.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: X

If yes, why? Phase 1 is underway

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

If yes, why? To allow the immediate implementation of the services

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

Fund #201

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

Proposed: 05/18/2026

RESOLUTION NO. 102-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with GPD Group, for construction management and observation services relating to the 2026 Road Program; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction management and observation services relating to the 2026 Road Program;

WHEREAS, the Mayor has recommended that the services offered by GPD Group best meet the City's needs; and

WHEREAS, such services are professional services for which no bidding is necessary;

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

SECTION 1. The Mayor is hereby authorized to execute a contract with GPD Group to provide professional construction management and observation services relating to the 2026 Road Program. The contract shall provide for services as set forth in the Scope of Services dated April 23, 2026, submitted by GPD Group a copy of which is attached hereto as Exhibit "A" and incorporated herein. Compensation for the services detailed therein shall not exceed Two Hundred Thousand, Forty-Five Dollars (\$200,045.00). The contract shall be approved as to form by the Director of Law.

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

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

SECTION 4. It is necessary that this Resolution become immediately effective as 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 meet project deadlines while ensuring the quality of the work to be performed. Wherefore, provided it receives the affirmative vote of five or more of the members elected

RESOLUTION NO. 102-2026(MSES)

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



April 23, 2026
REVISED

Ms. Collette Clinkscale
Director of Public Service
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, 44118

2026 Road Program Phase 1 and Phase 2 Construction Administration and Observation Services

Dear Ms. Clinkscale,

GPD Group is pleased to submit this proposal for professional services on the above-referenced project. Herein, you will find our project understanding, proposed scope of services, and a fee proposal for your consideration. The fee proposal is an itemized task breakdown, complete with an hour and fee estimate.

Project Understanding

GPD Group will provide construction administration and observation services as described herein in the Scope of Services. The total estimated construction cost for Phases 1 and 2 of the 2026 Road Program is \$5,000,000. The anticipated construction duration for the two projects is six (6) months. Our efforts will involve interpreting the plans and specifications and protecting the City against deficiencies in the contractor's work. We will also serve as the City's liaison with the contractor and report directly to the Service Director.

GPD Group's construction phase services for this project are based upon the following assumptions:

1. Two (2) pre-construction meetings (one per project)
2. Thirty (30) weeks of construction with one full-time, providing a total of 150 eight-hour inspector-days.
3. Daily travel time and mileage to and from the project site
4. Up to 24 material submittals anticipated; 50% are assumed to require resubmittal, resulting in 35 material submittal reviews
5. Processing of fourteen (14) pay applications over the course of both projects
6. Mileage reimbursement at \$0.70 per mile (GPD standard rate)
7. One (1) meeting per month held in the City for a project under construction

Scope of Services

The following primary project tasks will be performed by GPD Group:

1. Active Project Administration
 - Daily field engineering and inspection
2. Materials Management
 - Concrete, aggregate, and miscellaneous material submittal reviews
 - Field observation of materials incorporated into the work, including the comparison of approved materials and the collection of material tickets.

- 
- Field testing of material will be performed by an independent test lab, hired by the contractor, as part of the contractors' obligation as written in the contract documents with the City. GPD reviews the submitted material testing reports.
3. Project Documentation
 - Daily diaries
 - i. Includes photos of construction activity
 - Documentation of quantities, completed and accepted
 - Monitoring of project documentation
 4. Active Project Management
 - Preconstruction meeting
 - Progress meetings
 - Schedule and tracking updates
 - Respond to RFI's during construction
 5. Payment & Reimbursements
 - Contractor payment coordination
 - Summary of progressive payment
 - Invoice and reimbursement preparation
 - Review and approval of reimbursement requests
 6. Contract Changes
 - Negotiation and preparation of change orders
 7. Claims Management
 - Claims negotiation and approval of resolution
 - Monitoring and documentation of claims
 8. Prevailing Wage Compliance
 - Wage and payroll interviews
 - Resolution of underpaid wages
 - Monitoring and documentation of prevailing wage compliance process
 9. Project Finalization
 - Final inspection and acceptance
 - Resolution of punch list items
 - Agreement of final quantities and payment
 - Final payment to contractors and release of responsibility
 - Preparation of project closeout documents

Authority of the Consultant

The authority of the consultant shall have the following limitations, except as duly authorized in writing by the City and agreed upon by the Consultant:

- Deviation from the contract documents and any changes in materials or equipment shall not be authorized.
- The consultant will not perform any function that is the responsibility of the contractor, contractor's suppliers, or subcontractors.
- The consultant shall not be liable for defective work, acts of omission or operating procedures of the contractor.

Estimated Fee

GPD Group proposes to perform the above-described scope of services for a **Hourly, Not to Exceed Fee of \$200,045**. We anticipate the expenditure of 3041 total hours to complete these services. Our services will be invoiced monthly, based on the number of hours worked. Any unused fee will not be billed to the City. This hourly, not to exceed fee estimate is based on a staffing plan that includes one (1) full-time inspector present throughout the construction duration and one (1) part-time inspector assigned during periods of increased construction activity. The total estimated inspection effort consists of 200 eight-hour inspector days. Should the actual construction duration exceed the assumed duration (length or working time) **and** GPD's team exceeds the hourly, not to exceed fee estimate provided above, we reserve the right to request additional compensation based upon the actual construction duration.

We thank you for the opportunity to present our proposal to assist the City of Cleveland Heights with this important project. We are available to answer any questions that you may have. Please do not hesitate to call me at 216-408-3080 (cell) or contact me via email at dneumeyer@gpdgroup.com.

Sincerely,

GPD Group



David Neumeyer, PE
Senior Project Engineer

GPD Group and Cleveland Heights
TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and DeHaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD agrees to indemnify and hold the Client (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by GPD's negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. GPD shall not be obligated to indemnify and hold the Client harmless in any manner whatsoever for the negligence of the Client.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use Client shall maintain ownership over drawings or plans that are commissioned, for the purposes of Client to promulgate standard drawings. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the

public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure. GPD understands and acknowledges that in acting on behalf of Client it is subject to the Ohio Public Records Act and that this Agreement is public record.

Dispute Resolution. Any claim or dispute between GPD and Client shall be submitted to non-binding mediation and, if mediation is unsuccessful, may be brought in a proper venue in Cuyahoga County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance of these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Neither party may assign this agreement without the consent of the other.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

*The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity.
Signature represents authorization and acceptance of the terms and conditions.*

<u>SIGNATURE</u>	
Client: _____ <i>Name of Firm</i>	
_____ Signor Name	_____ Signature
_____ Title	_____ Date

2026 Road Program Phase 1 and Phase 2
Construction Management and Observation
City of Cleveland Heights

Tuesday, April 14, 2026

Independence - 6200 Oak Tree Boulevard, Suite 302, Independence, Ohio 44131



Item/Task	Unit	Project Principal	Project Manager	Senior Engineer	Design Engineer	Construction Coordinator	Construction Inspector	Total Hours
Pre-Construction Services								
Pre-Construction Meeting (2 Per-Con Meetings)	2		6			12	4	22
Review Shop Drawings								
Roadway	30		30	60		60		150
Water / Sewer	0		0	0		0		0
Traffic	5		5	10		10		25
Other (MES, etc.)	0		0	0		0		0
Review of Project SWPPP	0		0			0		0
Construction Phase Services								
Project Administration	30	15	30			120		165
Daily Project Inspection - (Days)	150						1200	1200
Monthly Progress Meetings	4		12			12	8	32
Pay Applications	14		14			56		70
Review Prevailing Wages	30					75		
Change Orders	4		8			32		40
Respond to RFI's	4		4			16		20
Project Finalization								
Final Inspection and Acceptance			16			16	16	48
Resolution and Punch List Items			16			16	23	55
Final Quantities and Payment						20	8	28
Preparation of Project Closeout Documents						20	8	28
Totals		15	141	70	0	465	1267	1883
Avg Bill Rate		\$185.00	\$165.00	\$145.00	\$120.00	\$105.00	\$90.00	\$105.71
Fee		\$2,775	\$23,265	\$10,150	\$0	\$48,825	\$114,030	\$199,045
Direct Expenses								
Permit Fees and Applications								\$0.00
Expenses								\$1,000.00
Misc. Reproductions								\$0.00
Total Cost								\$200,045



Date: May 18, 2026

To: City Council

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

Subject: Authorizing the Mayor to enter into an agreement with OHM Advisors for engineering design services for the Taylor Road TLCI Project

Purpose Statement:

In 2019, NOACA, through its Transportation for Livable Communities Initiative ("TLCI"), created a shared transportation vision for the Taylor Road Corridor within the Cities of University Heights, East Cleveland, and Cleveland Heights.

The City of Cleveland Heights and the City of University Heights applied for and received a TLCI Implementation Grant to implement Phase 1 of the Project, from Euclid Heights Boulevard south to Meadowbrook Boulevard; the Cities of Cleveland Heights and East Cleveland applied for and received a TLCI Implementation grant to implement Phase 2 of the Project, from Euclid Heights Boulevard north to Euclid Avenue.

The City has been working closely with NOACA and the ODOT on a combined Phase 1/Phase 2 project (the "Project"), which is anticipated to be constructed in 2028. As part of that coordination, a number of studies in addition to the original corridor study have been produced, including a traffic study that was prepared by OHM Advisors; and

Note that ODOT will be assuming the responsibility for bidding out and construction management for the Project; the City is responsible for providing the design for the bid package. ODOT requested in late-Spring 2026 that the City have a design firm by the end of May 2026 in order to remain on schedule for construction in 2028. Since it was anticipated that such services would be above \$50,000 on or about April 24, 2026, an RFP was issued by the City.

The City received two (2) responses – 1) OHM Advisors and 2) Chagrin Valley Engineering, Ltd. – each of which were complete proposals. The Department of Planning & Development staff reviewed each of the proposals. OHM knows the project well, having produced the traffic study. In addition, their cost proposal was at a lower cost. Therefore, it is recommended that OHM Advisors would provide the best service to the City.

OHM Advisors proposes providing such services for up to \$99,708. Funding for these services was contemplated and included in the 2026 budget – through a combination of the Planning Department’s consultant budget line (101.5101.2055.0) and the Road Engineering budget line (201.6236.3072.0) – nothing above what was already budgeted for 2026 is needed.

This resolution would authorize the Mayor to enter into an agreement with OHM Advisors for an amount not to exceed \$99,708 for engineering design services for the Taylor Road TLCI Project.

As a result of ODOT’s request in late-Spring and the need to issue an RFP, resulting in a condensed timeline, staff is requesting adoption on First Reading as an emergency measure. This would allow the City to meet ODOT’s request and keep the Project on schedule for 2028.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To allow for the City to meet ODOT’s request and keep the Project on schedule for 2028

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

If yes, why? To allow for the City to meet ODOT’s request and keep the Project on schedule for 2028

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

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

City of Cleveland Heights, Ohio



Taylor Road TLCI Project Design Services

Request for Proposals (RFP)

RFP Issued: **April 24, 2026**

Questions Due: **May 1, 2026**

Response Deadline: **May 11, 2026 at 5:00 PM EST**

Questions Directed to: planning@clevelandheights.gov

CITY OF CLEVELAND HEIGHTS
TAYLOR ROAD TLCI PROJECT DESIGN SERVICES RFP
TABLE OF CONTENTS

I. INTRODUCTION	1
II. SCOPE OF WORK.....	3
III. SUBMITTAL REQUIREMENTS	5
IV. EVALUATION CRITERIA	6
V. PROPOSAL SCHEDULE	7
VI. ADMINISTRATIVE INFORMATION.....	8

I. INTRODUCTION

The City of Cleveland Heights, Ohio is seeking proposals from qualified firms to provide design services for the City's Taylor Road TLCI Project – from Cedarbrook Road, in the City of Cleveland Heights, to Euclid Avenue, in the City of East Cleveland (approximately 3 miles in length).

South/North Taylor Road in this location varies in width, number of lanes, and general conditions (for example on-street parking and speed limit). There are 12 signalized intersections. Despite its relatively low traffic volumes, motorists report delay and frustration, while pedestrians encounter a lack of crossing opportunities and dangerous, large, and often offset intersections. The road currently lacks bicycling accommodations, but connects directly to several parks and trails and is an ideal alternative to the busier streets of Warrensville Center and Lee Roads.

Through the application of new urbanism principles and using the decision-making framework of the Roadway Cross Section Reallocation Guide (NCHRP Research Report 1036), the Taylor Road Corridor Project is a shared vision involving the Cities of University Heights, East Cleveland, and Cleveland Heights in realizing the planning process for the NOACA TLCI Taylor Road Corridor Study, completed in 2019 (<https://www.noaca.org/community-assistance-center/funding-programs/tlci-planning-assistance/taylor-road-corridor-study>). The Project would reduce motorist frustrations, address the perception of congestion at major intersections, and encourage the use of multimodal transportation along the Corridor.

The Cities of Cleveland Heights and University Heights received a TLCI Implementation grant to implement Phase 1 the Project¹. The Cities of Cleveland Heights and East Cleveland received a TLCI Implementation grant to implement Phase 2 of the Project². Note that the City applied for in 2025 TLCI Implementation funding for Phase 3 of the overall project – Cedarbrook Road south to Fairmont Boulevard.

The City has been working closely with NOACA and ODOT on a combined Phase 1/Phase 2 project – with a construction date of 2028. A number of studies in addition to the original corridor study have been produced, including a traffic study. The City is now prepared to bring on a design firm to prepare the design for the project. As a TLCI Implementation project, ODOT will be assuming the responsibility of bidding out the project – however, the City must provide the design for the bid package.

Budget

TBD

¹ Specifically, Phase 1 proposes the elimination of select on-street parking along South Taylor Road within the Cedar-Taylor Business District and the installation of bicycle lanes along with curb extensions, thereby shortening the distance of crossing South Taylor Road for pedestrians at the northern and southern points of the intersection and increasing the safety of pedestrians and bicyclists. The desired treatment corresponds to D, E, F, G, and H (Options 1 or 2) as shown in the TLCI report, with any modifications the city believes are necessary.

² Phase 2 would consist of the reconfiguration of Taylor Road to include bike lanes in the 2.1 mile stretch from Euclid Avenue in East Cleveland to Euclid Heights Boulevard in Cleveland Heights. This will involve reducing the width of drive lanes and the creation of a center turn-lane. The proposed road diet is an FHWA Proven Safety Countermeasure, which states that similar projects experienced a 19-47% reduction in total crashes. In particular, the section of Taylor Road between Monticello Boulevard and Euclid Heights Boulevard will be converted from an excessive five (5) driving lanes to three (3) driving lanes with on-street parking and bike lanes. Additionally, Phase 2 would create a mid-block crossing at the Council Garden Apartments.

Submittal Information

The intent of this RFP is to receive proposals that are responsive, but not time consuming or costly to prepare.

One (1) electronic version of the proposal shall be received by the City no later than **May 11, 2026 at 5:00 PM**. The required electronic version of the proposal must be emailed to planning@clevelandheights.gov.

If an applicant chooses to submit hard copies in addition to the electronic copy, it should be mailed or hand delivered (to the dropbox outside of City Hall) to:

City of Cleveland Heights
Department of Planning & Development
Attn: Ken Bernard
40 Severance Circle
Cleveland Heights, OH 44118

II. SCOPE OF WORK

Anticipated Scope of Work

The design process is expected to include three submissions to efficiently and cost-effectively prepare the design package. The Stage 1 design will include an over-the-shoulder review of the plans with the client. This allows for client oversight and input prior to advancing to Stage 2 design while enabling a streamlined project schedule. Stage 2 design will be a formal submission with agency review. The final design will address Stage 2 comments and advance into the construction bid package. These tasks may be modified in the individual proposals to reflect a specific approach to the project.

Task 1: Over-the-Shoulder Review

This meeting provides an opportunity for City staff and the review team to review the design plans as they are being developed. This will happen at roughly the Stage 1 phase, where the design is being developed and prior to development of the detailed design that is typically included in Stage 2. This preliminary review allows for effective streamlining of the design process with the combined Stage 1/2 design submittal, ensuring that the design team is proceeding in the right direction prior to developing the Stage 2 details.

Task 2: Stage 1/2 Design

This design package is the first design package submittal prepared for formal review by the City and the review team.

- Title Sheet: The cover sheet in a set of plans showing project identification and location, sheet index, design parameters, specifications, standard construction drawings, approvals, and other pertinent information.
- General Notes: Plan notes required to clarify construction items that are not satisfactorily covered by the specifications or plan details.
- Schematic Plan: Geometric location of proposed roadway segments in relation to existing roadway segments and other features.
- Intersection and Curb Ramp Details: Required for each modified intersection and individual curb ramp requiring replacement to comply with ADA standards.
- Traffic Control: Plans and details involving permanent traffic control items including pavement markings and signing.
- Signal Plans: Design plans for signals, pedestrian hybrid beacons, RRFBs and their components.
- Sidewalk Detour Plan: Evaluate existing pedestrian facilities within the project limits and develop a pedestrian detour plan for use during construction activities. The work includes identifying temporary crossing locations, accessible routes, signing and barricade requirements, and coordination with Maintenance of Traffic (MOT) stages.
- Conceptual MOT Plan identify feasible strategies for maintaining safe and efficient traffic operations throughout all stages of construction. This effort includes developing preliminary MOT concepts, evaluating their constructability, assessing impacts to the traveling public, and identifying any operational constraints that may influence design decisions.
- MOT Alternatives Analysis (MOTAA) is not included in this project.
- Cost Estimate: Summary of construction costs.
- Pavement Marking Sub-summary: Detailed breakdown of pavement marking quantities by location.
- Signing Sub-summary: Detailed breakdown of signing quantities by location.
- General Summary: Aggregates sub-summaries with a summary of project quantities for each construction pay item.

- Drainage Calculations and Details: Analysis of the existing drainage system at locations of curb bumpouts and preparation of any required details.

Task 3: Final Design

This design package addresses comments on the Stage 1/2 design submittal and will be the design package that advances into construction.

- Title Sheet: The cover sheet in a set of plans showing project identification and location, sheet index, design parameters, specifications, standard construction drawings, approvals, and other pertinent information.
- General Notes: Plan notes required to clarify construction items that are not satisfactorily covered by the specifications or plan details.
- Schematic Plan: Geometric location of proposed roadway segments in relation to existing roadway segments and other features.
- Intersection and Curb Ramp Details: Required for each modified intersection and individual curb ramp requiring replacement to comply with ADA standards.
- Traffic Control: Plans and details involving permanent traffic control items including pavement markings and signing.
- Signal Plans: Design plans for signals, pedestrian hybrid beacons, RRFBs and their components.
- Sidewalk Detour Plan: Evaluate existing pedestrian facilities within the project limits and develop a pedestrian detour plan for use during construction activities. The work includes identifying temporary crossing locations, accessible routes, signing and barricade requirements, and coordination with Maintenance of Traffic (MOT) stages.
- Conceptual MOT Plan identify feasible strategies for maintaining safe and efficient traffic operations throughout all stages of construction. This effort includes developing preliminary MOT concepts, evaluating their constructability, assessing impacts to the traveling public, and identifying any operational constraints that may influence design decisions.
- MOT Alternatives Analysis (MOTAA) is not included in this project.
- Cost Estimate: Summary of construction costs.
- Pavement Marking Sub-summary: Detailed breakdown of pavement marking quantities by location.
- Signing Sub-summary: Detailed breakdown of signing quantities by location.
- General Summary: Aggregates sub-summaries with a summary of project quantities for each construction pay item.

Task 4: Project Coordination & Meetings

III. SUBMITTAL REQUIREMENTS

The intention of this RFP is to receive proposals that are responsive, but not time consuming or costly to prepare. At a minimum, each proposal shall include the following items:

- A. Cover Page:** Submit RFP cover page on letterhead. The cover page should include a statement that the proposal is submitted in response to the “*City of Cleveland Heights Taylor Road TLCI Project Design Services RFP*”. The cover page should contain the name, address and contact information, including email, of the main contact for the proposal.
- B. Qualifications of the Team:** Include a brief narrative description of the key members of the team, including any sub-consultants, and the roles they will play in the successful implementation of this project. Resumes are not required.
- C. Project Understanding & Approach; Proposed Scope of Services with Deliverables; Schedule:** The proposal should include a description of the project understanding & approach, scope of services, and a list of the specific deliverables to be provided; this should include a work plan that identifies the major tasks to be completed. The proposal should include a timeline for the tasks noted above.
- D. Cost Proposal/Billing Rates:** Include an estimated budget for the project and fee schedule for pertinent items required to complete the project.
- E. Statement on Minority, Women-Owned, Veteran-Friendly, Disadvantaged Business Enterprises, or Encouraging Diversity Growth and Equity Program (MBE/WBE/VBE/DBE/EDGE) Inclusion; Prevailing Wage and Local Hiring:** Include a statement regarding the participation of Minority, Women-Owned, and Veteran-Friendly, Disadvantaged Business Enterprises or Encouraging Diversity Growth and Equity Program certified businesses, as well as the use of commercially reasonable efforts to ensure that those employed on the project are local and paid at a prevailing wage rate to an extent reasonably practicable.
- F. Statement of Non-Discrimination:** Include a statement that the respondent will comply with all applicable federal, state and local laws with regard to fair employment practices and will not discriminate on the basis of the protected classes identified in Section 749.01 of the Cleveland Heights Codified Ordinances (e.g., age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the Project.

V. EVALUATION CRITERIA

The City of Cleveland Heights intends to award the City of Cleveland Heights Taylor Road TLCI Project Design Services RFP to the qualified firm that best demonstrate the following criteria:

- **Experience and Expertise** – the firm’s past experience and performance on comparable projects; the quality of the firm’s professional personnel to be assigned to the project.
- **Approach & Methodology** – the firm’s approach and methodology to conduct the traffic study.
- **Project Schedule** – the firm’s estimated schedule to complete all work described in this RFP.
- **Cost Proposal** – the firm’s identified cost and fee structure.
- **MBE/WBE/VBE/DBE/EDGE Participation**

VI. PROPOSAL SCHEDULE

1. **Issue Date:** The issue date of this RFP is **April 24, 2026**.
2. **Questions and Responses:** Questions and inquiries will be accepted by the City, but must be submitted **via email** to planning@clevelandheights.gov. The closing date for submitting written questions is **May 1, 2026**. A summary of all substantive questions and answers will be distributed via email to all responding parties and posted on the City's website. If necessary, amendments to the RFP will be posted on the City's website.
3. **Proposals Due:** To be eligible for consideration, all responding parties must submit:

**ONE (1) ELECTRONIC VERSION OF THE PROPOSAL RECEIVED BY THE CITY NO LATER
THAN MAY 11, 2026 AT 5:00 PM.**

Responding parties who choose to submit hard copies of their proposals by mail or delivery service in addition to the required electronic copy should allow sufficient mailing and delivery time to ensure receipt on or before the time and date stated above. There will be no exceptions granted.

4. **Where to Submit Proposals:** The required electronic version of the proposal must be emailed to planning@clevelandheights.gov.

If an applicant chooses to submit hard copies in addition to the electronic copy, it should be mailed or hand delivered (to the dropbox outside of City Hall) to:

City of Cleveland Heights
Department of Planning & Development
Attn: Ken Bernard
40 Severance Circle
Cleveland Heights, OH 44118

Both the hard and electronic copies should indicate that the proposal is in response to the "*City of Cleveland Heights Taylor Road TLCI Project Design Services RFP*".

VII. ADMINISTRATIVE INFORMATION

1. **Insurance:** The respondent team shall provide any insurance protection required by the contract. This shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its officers, officials, employees, volunteers and agents related to the Project.
2. **Addenda and Supplements to Proposal:** In the event that the City requires additional information, responding parties will have the opportunity to further respond to any questions asked and to clarify any points by submitting a written addenda and supplement to their proposal.
3. **Expenses Incurred by Responding Respondent Team:** The City will NOT be responsible for any cost or losses incurred by any responding parties at any time in preparing and submitting a proposal or requested supplemental information in response to this RFP.
4. **Rights Reserved by the City:** The City of Cleveland Heights reserves the right to determine appropriateness and merit of all submissions. Issuance of this RFP does not obligate the City to enter into negotiations with any responding party. All information provided by responding parties and written correspondence will be considered public records.
5. **Minority, Women-Owned, Veteran-Friendly, Disadvantaged Business Enterprises, or Encouraging Diversity Growth and Equity Program (MBE/WBE/VBE/DBE/EDGE) Inclusion; Prevailing Wage and Local Hiring:** The City strongly encourages the participation of Minority, Women-Owned, and Veteran-Friendly, Disadvantaged Business Enterprises or Encouraging Diversity Growth and Equity Program certified businesses, as well as the use of commercially reasonable efforts to ensure that those employed on the project are local and paid at a prevailing wage rate to an extent reasonably practicable.

Request for Proposals for

Taylor Road TLCI Project Design Services

City of Cleveland Heights, Ohio



From Vision to Reality: Delivering a Safer, Multimodal Taylor Road Corridor

✦ ✦ ✦
Hi, there!

The South Taylor Road TLCI project reflects the City of Cleveland Heights' continued commitment to improving safety and expanding transportation options for all users. OHM Advisors' work aligns with this approach, with an emphasis on delivering practical, buildable improvements that improve safety and connectivity across all modes.

Our team is led by Principal Josh Slaga and supported by Project Manager Jon Grimm. Together, they bring experience in roadway design, traffic analysis, and coordination within Ohio Department of Transportation requirements. This team is currently collaborating on similar safety and multimodal projects, including the City of Canton Safety Action Plan, City of Akron SS4A corridor studies, and Shaker Boulevard improvements in the City of Cleveland. Through these projects, our team has strengthened working relationships with ODOT, and developed a clear understanding of how to successfully advance planning concepts into implementation.

For this project, our team offers:

- Direct experience with road diet implementation and traffic analysis under ODOT requirements
- Familiarity with TLCI-funded projects and associated expectations
- A coordinated team of engineers and planners to support both technical design and community context
- Local experience across the corridor and partner communities
- Capacity to deliver the project on schedule and maintain momentum toward construction

Our team's familiarity with the Taylor Road corridor, through ongoing work and coordination with the Cities and project partners, provides an understanding of both the corridor's technical challenges and the local priorities that will ultimately shape the project.

We appreciate the opportunity to submit our qualifications for this project and welcome any questions as part of your review. OHM Advisors looks forward to partnering with project stakeholders to advance practical, implementable improvements along the South Taylor Road corridor.



Josh Slaga
Josh Slaga, PE
 Principal & Director of Cleveland
 Office OHM Advisors

T (216) 280-3022 **E** josh.slaga@ohm-advisors.com **W** ohm-advisors.com
CONTRACT OFFICE 6001 Euclid Avenue, Suite 130, Cleveland, Ohio 44103

Table of Contents

A. Cover Page

B. Qualifications of Team **4**

C. Project Understanding & Approach; Proposed Scope of Services & Schedule **11**

D. Total Not-to-Exceed Price **15**

E & F. Minority & Non-Discrimination Statements **17**

KEEP SCROLLING FOR THE QUALIFICATIONS OF TEAM.

Key Team Members



Josh Slaga PE

Principal

Josh is a proven leader in public works with over 16 years of experience delivering public projects in communities throughout northeast Ohio. Josh's commitment extends beyond deadlines and budgets, focusing on projects that not only meet the initial vision but also positively impact communities. From the initial stages of securing funding and navigating public involvement, Josh excels at building consensus and translating community needs into tangible solutions. His experience in planning, design, and construction ensures smooth project execution, minimizing delays and keeping stakeholders informed.

Education Master of Science in Civil Engineering, 2014, The University of Akron
Bachelor of Science in Civil Engineering, 2009, The University of Akron

Registration Professional Engineer: OH, 2012, #76770



Jon Grimm PE, PTOE

Project Manager

Jon's diverse background in traffic engineering and construction allows him to contribute to various stages of the design process. This wide range of experience has given him a unique perspective in solving complex problems with multiple design solutions. Jon has a passion for traffic engineering, and specializes in maintenance of traffic, studies, and signal design/operation. He is also thoroughly familiar with Ohio Department of Transportation (ODOT) design specifications and processes. Jon was honored to receive the 2021 Young Engineer of the Year by the Institute of Transportation Engineers (ITE), Ohio Section and currently serves the ITE Ohio Board of Directors as Past President.

Education Bachelor of Science in Civil Engineering, 2011, The University of Akron

Registration Professional Engineer: OH, 2015, #PE.80245
Professional Traffic Operations Engineer (PTOE): 2022, Certificate #5446

Key Team Members



Stephen Maxe PE, PTOE

Lead Engineer

Stephan is experienced in Traffic Engineering design including Freeway and Non-Freeway Signing, Traffic Signals, Traffic Control and MOT for state and local agency projects. He is skilled in the use of Synchro/SimTraffic, HCS, SignCAD, MicroStation and AutoCAD software. Stephan also has experience working on and reviewing traffic impact studies for state, municipal and retail clients. He has performed crash analysis, data collection, signal warrant analysis and signal timing calculations.

Education

Master of Science in Civil Engineering, 2011, Wayne State University
Bachelor of Science in Civil Engineering, 2009, Michigan State University

Registration

Professional Engineer: OH, 2015, #80417
Professional Traffic Operations Engineer, 2024



Becky Swora PE

Transportation Engineer

Becky serves as a project manager and technical lead, contributing transportation engineering insights to multidisciplinary teams with the goal of providing design solutions that meet the needs of the community. She has worked with both private and public sector clients on projects involving roadway, bridge, and pedestrian facilities, commercial site design, hydraulic and flood studies, drainage including green infrastructure, and municipal utility expansions. Her approach towards project design has an emphasis on using the latest developments in computer aided drafting and other design software to create accurate plans in a timely manner.

Education

Bachelor of Science in Civil Engineering, 2002, The University of Toledo

Registration

Professional Engineer: OH, 2007, #72435

Key Team Members



Kayla Hillegass **PE**

Transportation Engineer

Kayla has over eight years of experience providing design and drafting services for conceptual, preliminary, and detail design phases. She prepares design drawings in accordance with various federal, state, and municipal standards governing the design of roads, intersections, sidewalks, curb ramps, drainage systems, and post-construction stormwater BMPs. She uses Civil 3D, Open Roads Designer, and MicroStation for geometric design, and ODOT CDSS for drainage systems analysis and design. Kayla utilizes ODOT's GCAT and CAM Tool to analyze vehicle crash data to determine best practices to reduce crashes.

Education Bachelor of Science in Civil Engineering, 2018, The University of Akron

Registration Professional Engineer, OH, 2022, #88477



Branden Battig **PE, PS**

Surveyor

Branden is a licensed surveyor with 16 years of experience leading field survey crews, quality control and review of survey information, right-of-way plan development, and managing survey schedules and budgets. Branden has experience utilizing the latest surveying technology including robotic total stations, GNSS, terrestrial and mobile scanning, and unmanned aerial vehicles (UAVs). Branden's survey experience and background in civil engineering and construction allows him to choose the right tools to complete projects on time and on budget.

Education Bachelor of Science in Civil Engineering, 2010, Ohio University

Registration Professional Surveyor, OH, 2016, #8708
Professional Engineer, OH, 2024, #90770

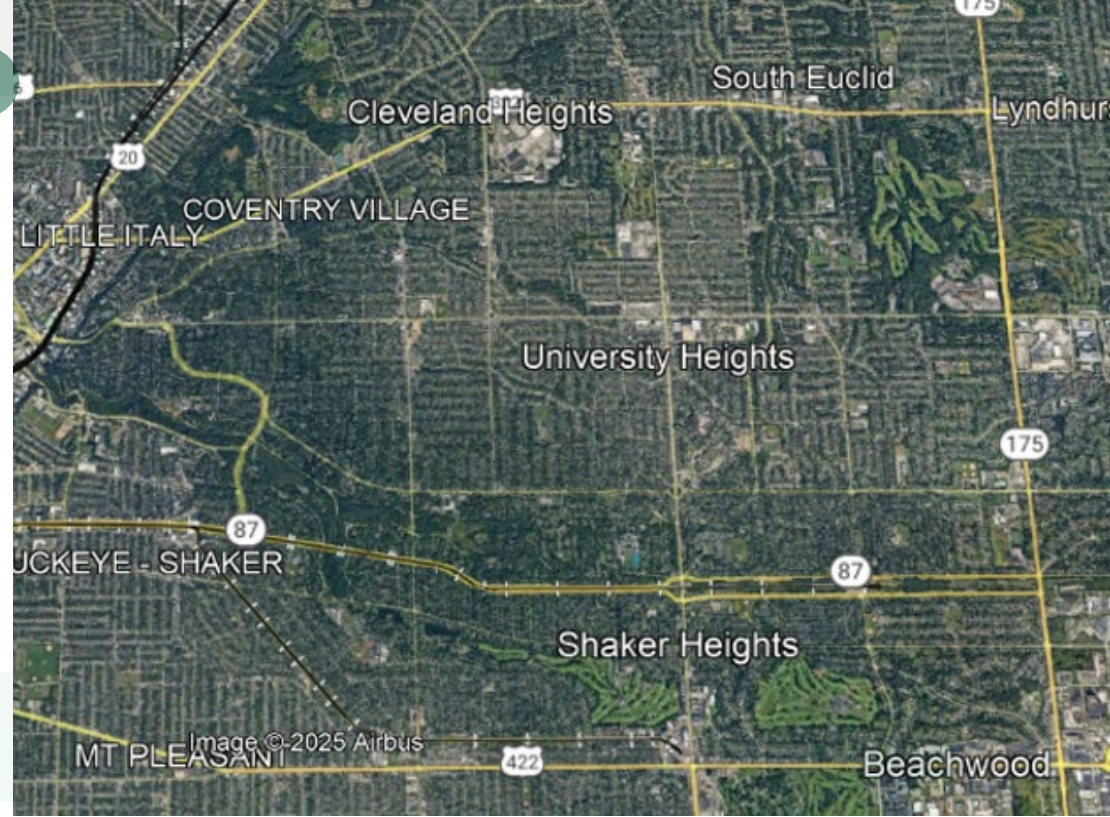
South Taylor Road Traffic Study

City of Cleveland Heights

OHM Advisors led the traffic operations analysis and multimodal design recommendations for the Taylor Road Corridor Project, a critical initiative aimed at improving safety, accessibility, and corridor performance along a key arterial roadway shared by the Cities of University Heights and Cleveland Heights. The corridor faced high crash rates—particularly rear-end and sideswipe collisions—and community concerns regarding pedestrian safety.

As part of the project, OHM evaluated a proposed 3-lane road diet with a continuous two-way center left-turn lane and auxiliary turn lanes at key intersections. Using Synchro traffic modeling for both the 2025 opening year and 2050 design year, OHM demonstrated that the proposed configuration would maintain acceptable Levels of Service (LOS B or C) while significantly improving safety and reducing conflict points.

The team's work integrated the findings and goals of the 2021 Taylor Road Corridor Study and the 2024 Heights Regional Active Transportation Plan. OHM's recommendations supported implementation of dedicated bike lanes, enhanced pedestrian



infrastructure, and potential curb realignments to create a more complete and inclusive street environment. The project exemplifies OHM's ability to balance operational efficiency with multimodal and community-focused design strategies to deliver safer, more equitable corridors.

Traffic Control Plan

City of Huron & ODOT District 3

U.S. 6 was scheduled for rehabilitation as part of ODOT's urban paving program including the removal of a non-warranted signal at the Berlin Road intersection and a new intersection geometric layout to improve site angles. OHM provided roadway and drainage design, surveying, and utility coordination for the rehabilitation.

During the construction phase, the City expressed interest in a trial period of a road diet traffic control layout that had previously been presented at public meetings. The road diet consisted of reducing automobile lanes to one lane in each direction, adding a left-turn/dual-turn center lane, and adding a bicycle lane in both directions. This reconfiguration was tested for about a year with public feedback driving the process of final implementation.



An additional traffic study was performed during the road diet test to evaluate operational conditions and identify any potential issues with long-term implementation of the road diet. Public engagement and outreach included a dedicated phone line at city hall, project link on the city web portal, and public meetings.

In addition to an operational analysis, crash data was obtained from the ODOT GIS Crash Analysis Tool (GCAT) throughout the project area to provide a comparison between pre- and post-lane configuration changes. The analyzed data showed that the revisions to the lane configurations did not create any notable crash trends and that the traffic calming effects of slower speeds will help mitigate the likelihood of serious and fatal crashes moving forward.



CUY-Antenucci Boulevard

City of Garfield Heights

OHM Advisors provided surveying, design, and bidding support for the rehabilitation of Antenucci Boulevard from Transportation Boulevard to Turney Road within the City of Garfield Heights. Improvements included pavement milling and resurfacing, full-depth and partial-depth pavement repairs, reconstruction of the NE curb return at the Transportation Boulevard intersection, curb repair, new walk, catch basin reconstruction, guardrail removal on the south side of Antenucci Boulevard, new pavement markings, sign replacement, the removal of two remnant intersections at Carol Jean Boulevard and Andover Boulevard with associated drainage improvements and landscaping, and connecting the Antenucci sidewalk with the adjacent neighborhood sidewalks.

This project addressed both pedestrian connectivity and safety concerns by removing remnant intersections curb and pavement at both the Carol Jean Blvd and Andover Blvd intersections along with the guardrail that was used to close the intersection to vehicle traffic. Improvements included new curb, tree lawn, and sidewalk along Antenucci across the removed intersections, and connected the adjacent neighborhood sidewalks with the Antenucci sidewalk. In addition, significant landscaping (trees and shrubs) was designed to block vehicles attempting to short-cut into the neighborhoods by driving over the curb and sidewalk, and to provide beautification along Antenucci Boulevard. These improvements provided accessibility and safe passage for pedestrians to reach Transportation Blvd and Turney Road, both of which have transit stops at the intersections with Antenucci. Pedestrian connectivity is vital to this environmental justice community where many residential households either have only one car or do not own a vehicle.

The project also reconstructed the NE curb return at the Transportation Blvd/Antenucci Blvd intersection to increase safety. Trucks making a right turn from Antenucci to Transportation (westbound to northbound) could easily overturn into the receiving lanes of northbound Transportation Boulevard. In addition, this existing large and relatively flat radius return was undesirable for pedestrian safety because (1) it promotes faster right-turning speeds for vehicles, and (2) it makes an already long crosswalk across Transportation Blvd even longer. Reconstructing the curb return with a smaller/tighter radius will mitigate the high speeds around the return and reduce the length of the crosswalk, improving both vehicle and pedestrian safety.

CUY-Lake/Clifton Connector

Cuyahoga County, Ohio

The OHM team led the Preliminary Engineering Study and Final Design for a multi-use trail, road diet, and pedestrian improvements along US-6 in the Cities of Rocky River and Lakewood. This project includes a 1.3-mile residential arterial along Lake Road (Rocky River) and Clifton Boulevard (Lakewood), which transforms two of the four underused lanes of traffic into a tree-lined bicycle and pedestrian greenway to improve safety and includes enhanced crosswalks for better visibility. Improvement to the corridor include the conversion of a signalized intersection into a single-lane roundabout, upgrading the remaining signalized intersections, pavement resurfacing, new curb and walk, storm sewer and water main replacements, new corridor and trail lighting, landscape design, and new parapet fencing and lighting on the 1,200-ft bridge over the Rocky River.

Design services for this local-let LPA project included roadway, roundabout, trail, drainage/BMP, water main, signal, traffic control, and maintenance of traffic engineering; geotechnical engineering; field surveying and right-of-way plan development; NEPA documentation; public engagement; and cost estimating.



The OHM team's coordination with Cuyahoga County, Rocky River, Lakewood, and ODOT to incorporate four different sets of design standards was a key component of this project's success. Final tracings will be completed in May 2025, and construction is expected in 2026-2027.



Project Understanding & Approach

The Taylor Road Corridor Project marks the transition from planning to implementation. It builds on the 2019 TLCI study completed with the Northeast Ohio Areawide Coordinating Agency (NOACA), along with coordination among the Cities of University Heights, Cleveland Heights, and East Cleveland, and a corridor traffic study.

Taylor Road varies in width and lane configuration along the corridor. Motorists often perceive congestion, while pedestrians face limited crossing opportunities and complex intersections. The corridor also lacks dedicated bicycle facilities, despite serving as a key north-south connection.

The project responds to these conditions by applying Complete Streets concepts and the decision-making framework established in NCHRP Research Report 1036. It advances the reconfiguration of approximately three miles of Taylor Road, from Cedarbrook Road to Euclid Avenue, and combines two TLCI implementation awards into a single effort. This approach creates a continuous, cohesive corridor design while aligning with both prior and future investments.

The design introduces bicycle lanes, reallocates excess pavement width, and incorporates center turn lanes where appropriate to improve traffic operations and

reduce conflict points. These strategies reflect proven safety measures, as similar roadway reconfigurations have demonstrated meaningful reductions in crashes while maintaining corridor functionality.

The corridor varies by segment based on existing conditions. The northern segment establishes a transition with narrowed travel lanes and bicycle accommodation connecting to Euclid Avenue and nearby transit. The central segment introduces a center turn lane and enhanced pedestrian crossings, including a rectangular rapid flashing beacon, reflecting a focus on safety and access management. The southern segment reallocates excess pavement width to provide buffered bicycle lanes and parking within a three-lane configuration, transforming an overbuilt five-lane section into a more balanced and context-sensitive street.

A critical component of the project understanding is recognizing localized operational challenges, particularly surrounding the Hebrew Academy of Cleveland. This area presents a known challenge within the corridor, with unique traffic patterns, peak-period demands, school bus parking, and community sensitivity. Through direct involvement in prior meetings and coordination efforts, the project team understands both the operational challenges





PROJECT UNDERSTANDING & APPROACH **CONTINUED...**

and the steps the City has taken to refine the project scope, including stakeholder coordination and targeted adjustments to better balance school access with corridor-wide safety and multimodal goals. This familiarity positions the team to advance design solutions that are both responsive and implementable.

Our approach focuses on delivering a design that clearly implements the established planning vision while remaining practical, understandable, and coordinated across jurisdictions and agencies.

A primary focus of this effort is turning the planning concepts into construction plans without losing the intent behind

them. The design will treat the corridor as a continuous system, ensuring that lane configurations, bicycle facilities, pedestrian crossings, and access points function cohesively. Particular attention will be given to transitions between segments, where cross-section changes must be intuitive to users and operate safely. This project requires coordination across multiple municipalities as well as alignment with Ohio Department of Transportation requirements, as the project will be delivered through the Local Public Agency (LPA) ODOT Let process.

Our team brings direct experience in navigating this environment, having completed the corridor traffic study and currently serving as municipal engineer for East Cleveland. This dual role provides both technical insight and an understanding of interagency coordination, local priorities, and stakeholder expectations.

The design process will emphasize early and continuous coordination. The over-the-shoulder review will function as a collaborative working session, allowing City staff to review the design as it develops and confirm that it aligns with expectations before advancing into detailed design. This step is critical in streamlining the process and minimizing rework.

As the design progresses, the Stage 1/2 submission will be developed to meet ODOT requirements while remaining accessible to planning reviewers. The plans will be organized and presented in a way that clearly illustrates the proposed changes and their impacts on corridor operations, safety, and multimodal access. The final design phase will focus on refinement, incorporating review comments and preparing a complete construction package for bidding.

Because this is largely a re-striping project with targeted geometric improvements, the design will prioritize efficient construction, clear pavement markings, and minimal disruption to corridor users. Maintenance of traffic will be developed to maintain access and safety during construction, and long-term maintenance considerations will be aligned with the capabilities of participating Cities.

Scope of Work

A phased approach efficiently advances the design from concept through implementation, ensuring coordination at every stage.

Task 1: Over-the-Shoulder Review

- Prepare preliminary corridor layouts
- Conduct a working session with City Staff & Stakeholders to
- Confirm design is moving in the right direction

Purpose: early coordination will help streamline the overall design process and ensure alignment prior to advancing into detailed plan development.

Task 2: Stage 1/2 Design Submission

The first formal design package will include:

- Schematic roadway plans
- Intersection and curb ramp details
- Pavement marking and signing plans
- Signal and beacon plans
- Sidewalk detour planning
- Conceptual maintenance of traffic
- Preliminary cost estimates and quantity summaries

Approach: This combined submission allows for efficient advancement of the design while providing a comprehensive package for review.



Task 3: Final Design Phase

- Address all review comments
- Refine all design elements
- Finalize of quantities and cost estimates
- Prepare the bid package for the ODOT Let process.

Commitment: The team understands the requirements associated with LPA ODOT Let projects and will prepare the final plan package accordingly.

Task 4: Ongoing Coordination & Meetings

Throughout the project will include:

- Regular coordination with City staff
- Engagement with agency partners
- Coordination with ODOT District 12

Objective: support timely review, maintain communication, and keep the project on schedule.

Schedule

Upon receiving a signed proposal, OHM is prepared to begin work immediately and get the data collection scheduled along with the Kickoff Meeting. It is anticipated that the preliminary report would be available within approximately eight weeks of processing the count data. The final report would then be available to the City within two weeks after review comments are received from the City.

Phase	Completion
Stage 1 & 2 Design Submission	09.04.2026
Final Design Phase	03.05.2027
Final Plan Package to ODOT D12	05.28.2027
Final Plan Package to Central Office	07.02.2027
Sale	10.2027
Award	10.2027
Construction	2028

Overview | Total Not-to-Exceed Price

We develop realistic, transparent cost proposals by evaluating materials, labor, schedule, and contingencies holistically. This approach delivers accurate estimates, minimizes surprises, and supports confident decision-making.

Phases	Total Hours	Total Cost
Preliminary Engineering Phase	218	\$35,126
Stage 1/2 Phase	154	\$24,159
Final Engineering Phase	236	\$40,422
TOTAL	608	\$99,708

Detailed Breakdown | Total Not-to-Exceed Price

Phases & Tasks	A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K.	L.	M.	Total Hours	Total Labor Cost	Overhead Costs	Cost of Money	Net Fee	Total Cost
Preliminary Engineering Phase	-	13	35	53	5	68	-	-	-	-	-	40	4	218	\$11,031	\$20,821	\$109	\$3,165	\$35,126
Stage 1/2 Phase	1	10	16	39	2	50	-	-	-	-	-	34	2	154	\$7,587	\$14,320	\$75	\$2,177	\$24,159
Final Engineering Phase	5	25	25	42	30	101	2	-	-	-	-	4	2	236	\$12,694	\$23,960	\$126	\$3,624	\$40,422
TOTALS														608	\$31,312	\$59,101	\$310	\$8,984	\$99,708

Personnel Key & Hourly Rate

A. Project Principal (\$83)

E. Professional Engineer I (\$53)

I. Surveyor II (\$38)

M. Administrative II (\$32)

B. Project Manager (\$68)

F. Graduate Engineer II (\$45)

J. Surveyor I (\$31)

C. Professional Engineer IV (\$68)

G. Professional Surveyor III (\$60)

K. Technician III (\$43)

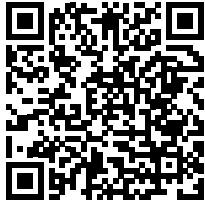
D. Professional Engineer II (\$58)

H. Professional Surveyor I (\$47)

L. Technician I (\$31)

Statements

E. Statement on Minority, Women-Owned, & Veteran-Friendly Business Enterprises (MBE/WBE/VBE) Inclusion; Prevailing Wage & Local Hiring and F. Statement of Non-Discrimination



At OHM Advisors, we are committed to attracting, retaining, and promoting a diverse workforce of highly talented people, enriching both our internal culture and our collaborative professional efforts for our clients, and reflecting the diversity of the client communities we serve. Putting people first drives our entire mission of Advancing Communities. We want all people to belong, thrive and innovate at OHM Advisors, so we've created a Diversity, Equity & Inclusion Action Plan as a framework for cultivating a culture that supports, empowers and respects diverse talent. We also feel it's our corporate responsibility to set an example for our industry and encourage more diversity in the overall workforce, outside of our walls, for the good of our profession and the communities we serve.

OHM Advisors joined in the signing of the CEO Action for Diversity & Inclusion™ pledge—the world's largest CEO-driven initiative to advance diversity and inclusion within the workplace. The firm has been working toward this day since 2017 as part of the launch of our firm's DEI program. We're thrilled to stand today with the many participating companies to publicly share our current and future program results.

For a team to work well together, its members need to understand each other. As part of our Diversity Action Plan created in 2018, we engaged a nationally recognized expert in strategic diversity leadership, Dr. Damon A. Williams, to conduct ongoing, in-house educational seminars designed to help us have important conversations with each other about diversity and inclusion. The firm's DEI elevation program has steadily expanded in scope since 2018 with programming, experts, and staff covering a range of important topics.



THANK YOU & TALK SOON!

Proposed: 5/18/2026

RESOLUTION NO. 110-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with OHM Advisors for engineering design services for the Taylor Road TLCI Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in 2019 the Northeast Ohio Areawide Coordinating Agency (“NOACA”), through its Transportation for Livable Communities Initiative (“TLCI”), created a shared transportation vision for the Taylor Road Corridor within the Cities of University Heights, East Cleveland, and Cleveland Heights; and

WHEREAS, the City of Cleveland Heights (the “City”) and the City of University Heights applied for and received a TLCI Implementation Grant to implement Phase 1 of the Project, from Euclid Heights Boulevard south to Meadowbrook Boulevard; and

WHEREAS, the Cities of Cleveland Heights and East Cleveland applied for and received a TLCI Implementation grant to implement Phase 2 of the Project, from Euclid Heights Boulevard north to Euclid Avenue; and

WHEREAS, the City has been working closely with NOACA and the Ohio Department of Transportation (“ODOT”) on a combined Phase 1/Phase 2 project (the “Project”); and

WHEREAS, the Project is anticipated to be constructed in 2028; and

WHEREAS, a number of studies in addition to the original corridor study have been produced, including a traffic study that was prepared by OHM Advisors; and

WHEREAS, ODOT will be assuming the responsibility for bidding out and construction management for the Project; and

WHEREAS, the City is responsible for providing the design for the bid package; and

WHEREAS, the City is now prepared to bring on a design firm to prepare the design for the project; and

WHEREAS, ODOT requested in late-Spring 2026 that the City have a design firm by the end of May 2026 in order to remain on schedule for construction in 2028; and

RESOLUTION NO. 110-2026(PSH)

WHEREAS, it was anticipated that such services would be above \$50,000, thereby requiring a Request for Proposals ("RFP"); and

WHEREAS, on or about April 24, 2026, an RFP was issued by the City for a consultant to provide engineering design services for the Taylor Road TLCI Project; and

WHEREAS, the City received two (2) responses, which were all deemed complete; and

WHEREAS, each of the responses were reviewed by the Department of Planning & Development staff; and

WHEREAS, OHM Advisors had previously prepared the traffic study for the Project; and

WHEREAS, OHM Advisors proposes providing such services for up to \$99,708; and

WHEREAS, after evaluating the responses, Planning & Development staff recommended to the Mayor that OHM Advisors, would provide the best service to the City at a lower cost; and

WHEREAS, the Mayor has recommended that the services offered by OHM Advisors best meets the City's needs; and

WHEREAS, this Council supports retaining an engineering consultant to design services for the Taylor Road TLCI Project and that such service would be in the interests of the City and its residents; and

WHEREAS, funding for these additional services shall be provided through a combination of the Planning Department's consultant budget line (101.5101.2055.0) and the Road Engineering budget line (201.6236.3072.0); and

WHEREAS, this Council wishes to authorize a contract with OHM Advisors for engineering design services related to the Taylor Road TLCI Project.

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 OHM Advisors to provide engineering design services for the Taylor Road TLCI Project. Compensation for the services detailed therein shall not exceed \$99,708. All agreement hereunder shall be approved as to form by the Director of Law.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open

RESOLUTION NO. 110-2026(PSH)

meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 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 have a design consultant available to the City in order to meet ODOT's design schedule, specifically to have an initial meeting in June of 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: 5/6/26

To: William Hanna, Christopher Heltzel, Addie Balester

From: Suzanne Conway, Cain Park General Manager

Subject: Legislation Request, Friends of Cain Park MOU

Purpose Statement: The purpose of this legislation is to have Cain Park/City of Cleveland Heights and The Friends of Cain Park MOU approved by City Council for the 2026-2027 seasons.

Is this legislation recurring: Yes: x No: _____

This is the first time MOU is up for legislation, but we hope it will be recurring in the future.

Is emergency language necessary: Yes: X No: _____

If yes, why? Passage on first reading isn't necessary, but as we are quickly heading into Cain Park's 2026 season, it is our hope we can get this approved quickly so both parties can make arrangements in line with the agreement.

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

If yes, why?

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

N/A

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

No funding required by the City. MOU details FOCP's financial and volunteer support of Cain Park, so any funds will come from FOCP to Cain Park/The City of Cleveland Heights.

Proposed: 05/18/2026

RESOLUTION NO. 103-2026(CRR), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with the Friends of Cain Park to support Cain Park programming for the 2026 and 2027 seasons.

WHEREAS, the City of Cleveland Heights has owned and operated Cain Park since 1932 as a cultural center and recreational asset for residents; and

WHEREAS, the Friends of Cain Park (“FOCP”) is a nonprofit 501(c)(3) organization dedicated to supporting programming, recreation, and facilities at Cain Park; and

WHEREAS, the City has made significant investments in renovating, modernizing, and expanding Cain Park facilities and programing; and

WHEREAS, the City and FOCP desire to formalize their relationship for the purpose of facilitating FOCP’s mission to promote, enhance public programming, and provide financial and volunteer support for Cain Park; and

WHEREAS, under the proposed agreement FOCP will provide financial contributions and volunteer support for Cain Park programming while the City will provide certain accommodations and coordination to support FOCP activities; and

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

SECTION 1. Council hereby declares it to be a public purpose to, and the Mayor is hereby authorized to execute an agreement between the City of Cleveland Heights and the Friends of Cain Park, for, support of FOCP’s assistance to the City in providing Cain Park programing for the 2026 season, with an option to renew for the 2027 season, in accordance with the terms of the agreement. The agreement shall be substantially in the form attached hereto as Exhibit “A”.

SECTION 2. That the agreement shall include provisions for financial contributions by FOCP, including but not limited to, funding for programming stipends and arts festival prizes, as well as volunteer support and reporting requirements, as more fully described in the agreement.

SECTION 3. That the agreement shall further outline the responsibilities of the City, including coordination with FOCP, provision of limited promotional opportunities, and other support consistent with the operation of Cain Park.

RESOLUTION NO. 103-2026(CRR)

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

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

SECTION 6. This Resolution shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

MEMORANDUM OF UNDERSTANDING

Between the CITY OF CLEVELAND HEIGHTS

And the FRIENDS OF CAIN PARK

This Memorandum of Understanding (“MOU”) between the **Friends of Cain Park** (“FOCP”) and the **City of Cleveland Heights** (the “City”) (collectively, the “Parties”) is entered into this ____ day of _____, 2026 (“Effective Date”).

WHEREAS, the City has owned and operated Cain Park since 1932 as a cultural center and recreation area for its residents; and

WHEREAS, FOCP is a nonprofit 501(c)(3) organization with an active board of directors that is dedicated to supporting programming, recreation, and facilities at Cain Park; and

WHEREAS, the City has put significant effort and funding into renovating, modernizing, and expanding the Cain Park facilities and programming looking forward to 2026; and

WHEREAS, the City and FOCP (the “Parties”) desire to enter into this MOU to formalize the mutual support between the City and FOCP in order to advance the shared objectives of raising awareness about Cain Park and financially supporting Cain Park’s public programming.

NOW, THEREFORE, the parties agree as follows:

I. TERM

1. The Term of this MOU shall be for a period of up to two (2) years, commencing on the Effective Date written above, and shall, unless extended by the City or unless sooner cancelled or terminated pursuant to the provisions of this MOU, expire upon December 31, 2027.
2. Within thirty (30) days of the execution of this MOU, the Parties shall meet to discuss the goals and projects that the City plans to pursue throughout the following year and will establish the Parties’ respective roles in supporting these goals/projects, including financial support which FOCP may be able to provide. Such meetings and all associated Agreements/Understandings shall be documented and provided to Council upon request.

II. SPONSORSHIP BY FOCP

1. FOCP agrees to donate a minimum total amount of [PLEASE INSERT AMOUNT] for the remainder of fiscal year 2026, and a minimum total amount of eight thousand dollars (\$8,000.00) for fiscal year 2027 for the purpose of providing stipends for Cain Park programming.

- a. Recipient Recommendations: The Cain Park General Manager (“General Manager”) shall provide to FOCP a Performer Schedule document which shall include a list of all Cain Park performances being provided to the public free of cost and where the performers are not already receiving compensation for the performance.
 - b. FOCP Consideration: The FOCP Board of Directors shall select stipend recipients from the Performer Schedule and shall pay each stipend recipient directly, without requiring further action from the City. Stipend recipients are restricted to Cain Park performers that (1) provide their performance to the public for free, (2) are not already receiving compensation from any source for the performance, and (3) submit a valid W-9 to the City and FOCP upon request.
 - c. FOCP shall provide to the City an accounting of all funds expended pursuant to this MOU at the conclusion of the 2026 Cain Park Season Schedule or at any time upon request by the City.
2. FOCP agrees to donate a minimum total amount of [PLEASE INSERT AMOUNT] for the remainder of fiscal year 2026, and a minimum total amount of two thousand eight hundred dollars (\$2,800.00) for fiscal year 2027 for the purpose of supporting the Cain Parks Arts Festival Prizes. FOCP shall not participate in judging for the Cain Park Arts Festival. All Cain Park Arts Festival Prize awardees shall be selected by a panel of unbiased judges determined by the City
 3. FOCP agrees to publish volunteer requests from the City to its’ social media accounts and website and shall endeavor to provide FOCP volunteers at each event in which the City requests volunteer assistance.

III. RESPONSIBILITIES OF THE CITY

1. The City agrees to provide FOCP members with a maximum of fifty (50) discounted tickets per each regularly scheduled show at Cain Park in fiscal year 2026 and fifty (50) discounted VIP tickets per each regularly scheduled show at Cain Park in fiscal year 2027. Such discount shall not exceed two dollars (\$2) subtracted from the original cost of the ticket. FOCP recognizes that the availability of such discounted tickets is contingent on the terms and conditions of each performer’s individual performance contract and rider. FOCP, including members, is prohibited from re-selling or re-distributing discounted tickets.
2. The City agrees to permit FOCP a table, to be used exclusively for the purposes of (1) soliciting membership to FOCP, and (2) soliciting donations, including a raffle, to FOCP, to be located in a prominent location to be determined by the General Manager, for each event, show, and for the duration of the Cain Park Arts Festival.
3. The City agrees to provide FOCP with requests for volunteers at the discretion of the General Manager.

4. The City agrees to provide a hyperlink to the FOCP website in a prominent location on the Cain Park website.

IV. GENERAL PROVISIONS

1. *COMPLIANCE WITH LAW*: The City and FOCP shall comply with all applicable federal, state, and local laws, including but not limited to Ohio Wage and our Laws, Civil Rights Laws, and all laws applicable to non-profit and charitable organizations and public solicitation.
2. *RIGHT TO INSPECT; RIGHT TO AUDIT BOOKS*: Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications, and other contract documents at FOCP's office during the period of their preparation. Further, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect, and examine the FOCP's accounting books and financial records associated with the work completed under this Agreement, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries and benefits, and records of payments made to Subconsultants.
3. *HOLD HARMLESS*: FOCP agrees to indemnify and hold the City harmless against any and all claims or actions arising from or related to this MOU to the limits of FOCP's insurance policy, a copy of which shall be provided to the City by FOCP upon request.
4. *NON-DISCRIMINATION*: This Agreement is a "contract" for the purposes of C.O. 171.011 and Contractor is hereby notified that it is prohibited from discriminating against any individual in violation of C.O. Chapter 749. A copy of this clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all entities, persons, firms, employees, agents, affiliates, assigns, and with whom FOCP may deal.
5. *MODIFICATION*: This MOU contains the entire agreement and understanding between the City and FOCP concerning the subject matter hereof. The City and FOCP may modify the terms and conditions of this MOU only by written agreement of the parties.
6. *ASSIGNMENT*: Neither Party to this MOU shall have the right to assign this MOU to any third party and any attempted assignment will be null and void.
7. *NO THIRD-PARTY BENEFICIARIES*: This MOU does not and is not intended to confer any rights or remedies upon any party other than the City and FOCP.
8. *TERMINATION*: This MOU shall terminate if either party provides sixty (60) days advance written notice.

9. *CANCELLATION*: The terms and conditions contained in this MOU are contingent upon the availability of FOCP funding. Should FOCP be unable to meet the financial obligations contained herein based upon the unavailability of funds, this MOU shall be cancelled upon written notice to the City.
10. *NOTICES*: Any notice herein required to be given to either party shall be deemed properly given if served upon or delivered to such party or their authorized agent or mailed via certified mail, postage prepared, to the address to such party as follows:

To the City:

City of Cleveland Heights
Department of Parks and Recreation
40 Severance Circle
Cleveland Heights, Ohio 44118
C/O: Director of Parks and Recreation

With a Copy to

Cain Park General Manager

To FOCP:

**THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK
AGREEMENT CONTINUES ON THE NEXT PAGE**

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the date and year first written above.

CITY OF CLEVELAND HEIGHTS

FRIENDS OF CAIN PARK

By: _____
Jim Petras
Mayor
City of Cleveland Heights

By: _____

Name: _____

Title: _____

Taxpayer Id. No.: _____

The legal form and correctness
of the written instrument is hereby
approved.

William Hanna
Director of Law

By: _____
Lillian M. Hall
Assistant Director of Law

Date: _____



Memorandum

Date: 4/13/26

To: City Council

From: Chief Britton

Subject: BWC Grant/Motorola Contr

Purpose Statement:

To allow the Mayor to enter into an agreement with Motorola Solutions to purchase 50 BWC replacement cameras. See attached memo to Mayor Petras

Is this legislation recurring: Yes: ☐ No: ☒

Is emergency language necessary: Yes: ☐ No: ☒

If yes, why?

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

If yes, why?

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

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

This will have to be budgeted for in FY2026 budget and a grant line item created for revenues and expenditures. FY26 expenditures will be \$41,400.00 which will be fully reimbursed. FY 2026-2029 expenditures of \$41,400.00 each year will not be reimbursed. Additional grant funding will be sought but is not guaranteed.

CITY OF
CLEVELAND
HEIGHTS

DEPARTMENT OF POLICE

CHRISTOPHER M. BRITTON, CHIEF

40 SEVERANCE CIRCLE, CLEVELAND HEIGHTS, OHIO 44118 – Telephone 216-291-4974

March 20, 2026

To: Mayor Jim Petras
From: Christopher M. Britton, Chief of Police
CC: Joseph Brodzinski, Director of Finance

Mayor Petras,

The Police Department applied for and was awarded a grant from the Ohio Department of Public Safety's (ODPS) Office of Criminal Justice Services (OCJS), Ohio Body-Worn Camera Grant Program, on March 20th.

The total award amount of this non-matching grant is Forty-One Thousand Four Hundred Dollars (\$41,400.00), which will be used to reimburse the purchase of one (1) year of a five-year proposed contract for fifty (50) replacement Body Worn Cameras, including software/storage. Contract years two through five will not be covered by the grant funding-~~(\$165,600.00)~~. This contract will be with Motorola Solutions, using the State of Ohio term contract #21336. *(\$164,644.00) (Seal) 4/20/26*

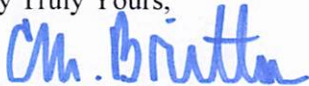
Please advise how Finance wishes to account for the \$41,400.00 of reimbursable monies, as this expenditure was not budgeted for in the FY 2026 budget due to not knowing what amount, if any, we would be awarded. Moreover, separate grant line item numbers for revenues (reimbursement) and expenses (purchase order request to buy Body Worn Cameras) are needed from Finance to comply with grant auditing requirements.

Per the terms of the subgrantee Programmatic Budget submitted and approved, these BWCs (equipment) must be purchased within six months of our acceptance of this grant. You accepted this grant on 3/30/2026; therefore, we must purchase this equipment by 10/01/2026.

As you are aware, this grant will need to be presented to the City Council. Therefore, to help expedite this process, attached is a request for legislation to the Law Department to satisfy this requirement. I will also be simultaneously requesting a review and approval as to the legal form of the proposed contract from the Law Department.

Thank you for allowing us to take advantage of this funding opportunity to reduce the expense of our BWC replacement schedule.

Very Truly Yours,



Christopher M. Britton

Chief of Police



SUBGRANT AWARD AGREEMENT

Subgrant Number: 2026-BW-LEC-56441

Title: BWC

In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, Justice Program Services, of Am. Sub. H.B. No. 33 of the 135th Ohio General Assembly, enacted July 4, 2023, the Ohio office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	City of Cleveland Heights
Implementing Agency:	Cleveland Heights Police Department
Award Periods:	07/01/2025 to 06/30/2027
Closeout Deadline:	08/29/2027
Award Amounts:	
	OCJS Funds: \$41,400.00 100%
	Cash Match: \$0.00 0%
	Inkind Match: \$0.00 0%
	Project Total \$41,400.00 100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

03/20/2026

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for the compliance with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Subgrantee.

Mayor
Tony Cuda

3/20/26
Date

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Implementing Agency.

Chief of Police
Christopher Britton

3/20/26
Date

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

04/07/2026

CLEVELAND HEIGHTS POLICE DEPT
40 SEVERANCE CIR
CLEVELAND HEIGHTS, OH 44118

RE: Motorola Quote for V700s (50)

Dear Greg Jakomin,

Motorola Solutions is pleased to present CLEVELAND HEIGHTS POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CLEVELAND HEIGHTS POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Shane Clifford at Shane.Clifford@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shane Clifford

Billing Address:
CLEVELAND HEIGHTS POLICE
DEPT
40 SEVERANCE CIR
CLEVELAND HEIGHTS, OH 44118
US

Quote Date:04/07/2026
Expiration Date:06/06/2026
Quote Created By:
Shane Clifford
Shane.Clifford@
motorolasolutions.com

End Customer:
CLEVELAND HEIGHTS POLICE DEPT
Greg Jakomin
gjakomin@clevelandheights.gov
216-291-4444

Contract: 21336 - OHIO, STATE OF
534628
AGREEMENT: WG AGREEMENT

Line #	Item Number	Description	Qty	Term	Disc \$	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	50	5 YEAR	\$310.50	\$3,829.50	\$191,475.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	50	5 YEAR	Included	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	50		Included	Included	Included	3 YEAR
4	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	50		Included	Included	Included	
5	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	6		Included	Included	Included	
6	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	6	5 YEARS	\$135.00	\$1,665.00	\$9,990.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Disc \$	Sale Price	Ext. Sale Price	Refresh Duration
7	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	50	5 YEAR	Included	Included	Included	
8	WGP02950A	BATT LIION IP67 4050T	50		\$32.17	\$91.58	\$4,579.00	
Grand Total						\$206,044.00(USD)		



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$4,579.00	
Upfront Subscription Fee				
	Video as a Service	Annually	\$36,821.00	
Sub Total:			\$41,400.00	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually		\$41,161.00
Year 3 Subscription Fee				
	Video as a Service	Annually		\$41,161.00
Year 4 Subscription Fee				
	Video as a Service	Annually		\$41,161.00
Year 5 Subscription Fee				
	Video as a Service	Annually		\$41,161.00
Sub Total:				\$164,644.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$206,044.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

 MOTOROLA SOLUTIONS
VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-3579435
V700s (50)

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-3579435
V700s (50)

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



1 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. **V700 AND IN-CAR VIDEO INTEGRATION**

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. **V700 AND APX RADIO INTEGRATION**

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. **HOLSTER AWARE™ INTEGRATION**

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798
WGA00669
WGA00668
WGP02697
WGP03088
WGP03085


Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



Proposed: 05/18/2026

RESOLUTION NO. 104-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to accept a grant on behalf of the City from The Ohio Department of Public Safety's Office of Criminal Justice Services, Ohio Body-Worn Camera Grant Program; authorizing the use of grant funds; authorizing the Mayor to enter into an agreement with Motorola Solutions for body-worn cameras; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Ohio Department of Public Safety's Office of Criminal Justice Services (OCJS) has awarded the City a non-matching grant through the Ohio Body-Worn Camera Grant Program in the amount of Forty-One Thousand Four Hundred Dollars (\$41,400.00); and

WHEREAS, the grant funds are to be used to reimburse the City for the cost of the first year of a five-year contract for the purchase of fifty (50) replacement body-worn cameras including required software and storage; and

WHEREAS, the total cost of the five-year contract with Motorola Solutions is Two Hundred Six Thousand, Forty-Four Dollars (\$206,044.00); and

WHEREAS, the City recognizes that years two (2) through five (5) of the contract will not be covered by grant funds and will be funded by the City; and

WHEREAS, City Council finds it to be in the best interest of the health, safety, and welfare of the community to accept these funds and enter into the proposed contract to ensure the continuation of the Police Department's body-worn camera program.

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

SECTION 1. The Mayor is hereby authorized to accept a grant award of Forty-One Thousand Four Hundred Dollars (\$41,400.00) on behalf of the City from the Ohio Department of Public Safety's Office of Criminal Justice Services, Ohio Body-Worn Camera Grant Program for the purpose of funding the first year of the agreement with Motorola Solutions authorized by Section 2, herein.

SECTION 2. The Mayor be, and is hereby, authorized to execute a five-year agreement with Motorola Solutions for the purchase of fifty (50) replacement body-worn cameras, including the supporting software and storage, in the total amount Two

RESOLUTION NO. 104-2026(PSH)

Hundred Six Thousand, Forty-Four Dollars (\$206,044.00)), with the first year funded by the grant award and expenditures for contract years two (2) through five (5) to be drawn from an appropriate fund as determined by the Director of Finance. The agreement and all related documents shall be approved as to form by and subject to the final approval by the Director of Law.

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

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution 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 meet the grant deadlines and to secure critical law enforcement equipment. 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: May 6, 2026

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

Cc: Jim Petras, Mayor;
Michael Reese, CAO
William Hanna, Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Professional Engineering Design Services with Wade Trim, Inc.

Purpose Statement: This legislation is for the Mayor to enter into an agreement with Wade Trim, Inc for professional design and engineering services to control SSO CH-46

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: X

If yes, why? To move forward with this design asap.

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

If yes, why?

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

Sewer Fund #602 - Note 50% will be reimbursed from a NEORSD's MCIP grant

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

Proposed: 05/18/2026

RESOLUTION NO. 105-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with Wade Trim, Inc. of Ohio, for professional design engineering and associated services relating to the mitigation of illicit connections in the Overlook Road area and control of sanitary sewer overflow CH-46; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, it is necessary to retain an engineering firm to perform design services related to control of sanitary sewer overflow (“SSO”) CH-46 and to investigate and mitigate illicit sanitary sewer connections to the storm sewer system in the Overlook Road and Kenilworth Road area; and

WHEREAS, such services will include project management, engineering design, hydraulic modeling, surveying, geotechnical investigation, preparation of construction documents, bidding assistance, and field investigations including flow monitoring, water quality sampling, and dye testing; and

WHEREAS, these services are required to support the City’s compliance with the Partial Consent Decree and implementation of the Integrated Overflow Control Master Plan (“IOCMP”); and

WHEREAS, the Mayor has determined that the services of Wade Trim, Inc. have previously well served the City’s needs for professional engineering services in connection with SSO control projects;

WHEREAS, such professional engineering services are professional services for which no bidding is necessary; and

WHEREAS, funding for this project is available in Sewer Fund No. 602, with approximately fifty percent (50%) of eligible costs anticipated to be reimbursed through the Northeast Ohio Regional Sewer District’s Member Community Infrastructure Program (“MCIP”).

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 Wade Trim, Inc. of Ohio to provide professional design engineering and associated services for mitigation of illicit connections in the Overlook Road area and for control of SSO CH-46.

RESOLUTION NO. 105-2026(MSES)

The terms of the agreement shall be substantially in accordance with the engineer's proposal dated March 16, 2026, a copy of which is on file with the Clerk of Council. Compensation for the services detailed therein shall be paid for work actually performed at the rates described therein and shall not exceed Two Hundred Fifty-Four Thousand Two Hundred Dollars (\$254,200.00), including expenses. All agreements and documents hereunder shall be approved as to form by the Director of Law.

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

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

SECTION 4. It is necessary that this Resolution become immediately effective as 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 meet partial consent decree requirements. 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

RESOLUTION NO. 105-2026(MSES)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



**Design Engineering Services for
Mitigation of Illicit Connections in Overlook Road Area and
CH-46 SSO Control**

SCOPE OF SERVICES

March 16, 2026

THIS PAGE INTENTIONALLY LEFT BLANK

1.0 PROJECT UNDERSTANDING

The scope of this project is twofold. First, this project will develop an engineering design to mitigate sanitary sewer overflow (SSO) CH-46 at Euclid Heights Boulevard and Edgehill Road for the 10-year, 1-hour design storm. This project will provide engineering design and bidding phase services for the control of CH-46. Second, this project will also further investigate and develop a preliminary design concept for addressing illicit sanitary sewer connections to storm sewers in the Overlook Road and Kenilworth Road area. The project area is shown in **Figure 1-1**.

Cleveland Heights is currently under a Partial Consent Decree for SSO Control, and the City has developed an Integrated Overflow Control Master Plan (IOCMP) that identifies alternatives and a schedule for control of the City's active SSOs. Since 2018, the City has built upon findings from the Northeast Ohio Regional Sewer District's (District) Heights Hilltop Local Sewer System Evaluation Study (LSSES) with additional detailed SSES work, flow monitoring, and expansion of the system model.

The control for SSO CH-46 was originally paired with CH-13 and CH-61 in the 2021 IOCMP (**Figure 1-2**). Construction for the CH-13 and CH-61 control project (Hampshire Illicit Connections and CH-13 and CH-61 SSO Control Project) is expected in 2026. The proposed IOCMP solution for controlling overflows at CH-46 was to create 48-inch diameter inline storage upstream of the SSO (**Figure 1-3**). This would control the SSO while maintaining the downstream flow rate. The design team will further investigate this concept and review other possible solutions for SSO control. The design team will develop two conceptual alternatives for controlling overflows at CH-46. Potential alternatives may include inline storage, sewer lining, or upstream sewer separation of the common trench storm and sanitary sewers.

In 2023, CCTV stormwater sewer inspections were conducted along Overlook Road in association with the Hampshire SSO Control Project. Inspections documented suspected illicit sanitary lateral connections to the storm sewer upstream of Kenilworth Road. A dry weather connection between the storm sewer and the sanitary sewer in manhole ST16ZFQB0 at the Overlook and Kenilworth intersection was also identified, as illustrated in **Figure 1-4**. At that storm sewer manhole, there is also a wet weather flow connection to the Overlook Road storm sewer to the east, shown as the "SSO Overflow" on **Figure 1-4**.

Additional sanitary lateral dye testing and field investigations of the storm sewer will be conducted in the Overlook and Kenilworth area. Wade Trim will develop a summary of these investigations and two predesign concepts for addressing the suspected illicit connections and the stormwater/sanitary connection in manhole ST16ZFQB0. This investigation will also consider rehabilitation recommendations for inspected sanitary and storm sewers in the investigation area. Ultimately, these additional investigations and predesign concepts will inform design, to be pursued under a future contract, for the abandonment of the storm/sanitary connection at manhole ST16ZFQB0.

Figure 1-1. Overlook Road and SSO CH-46 Project Area

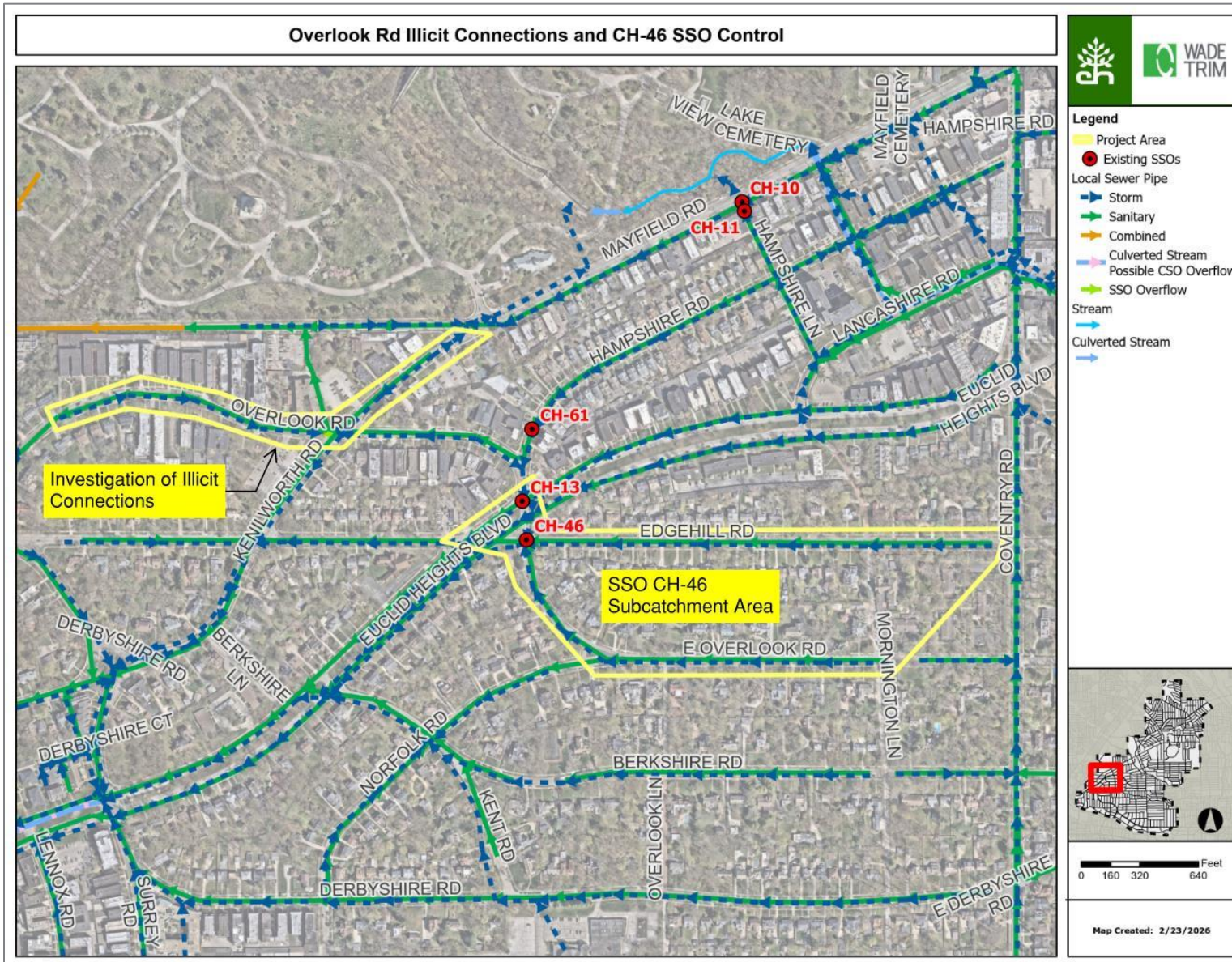


Figure 1-2. IOCMP Concept for CH-46, CH-13, and CH-61 SSO Control (2021)

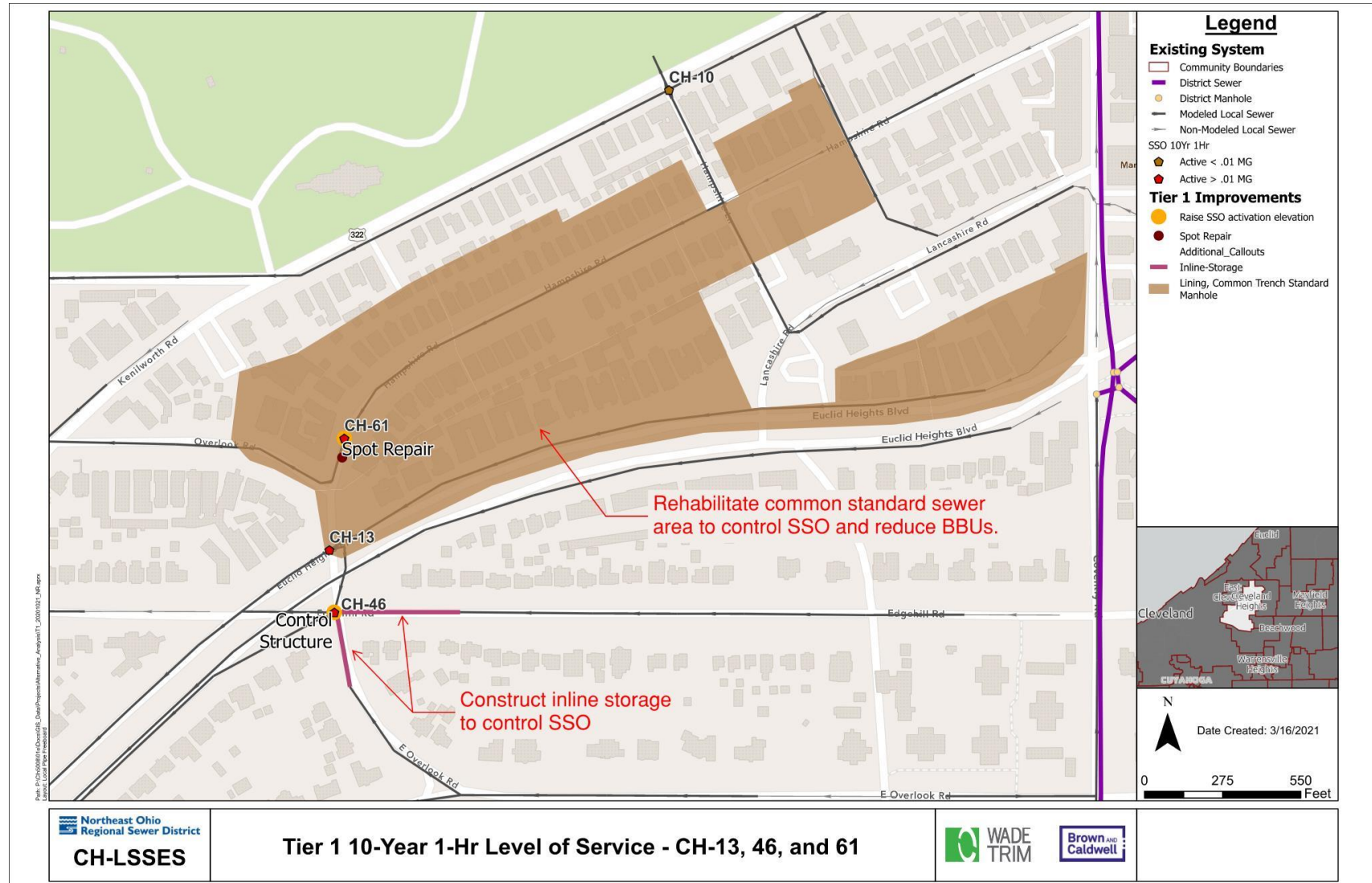


Figure 1-3: Proposed IOCMP Concept for Controlling SSO CH-46

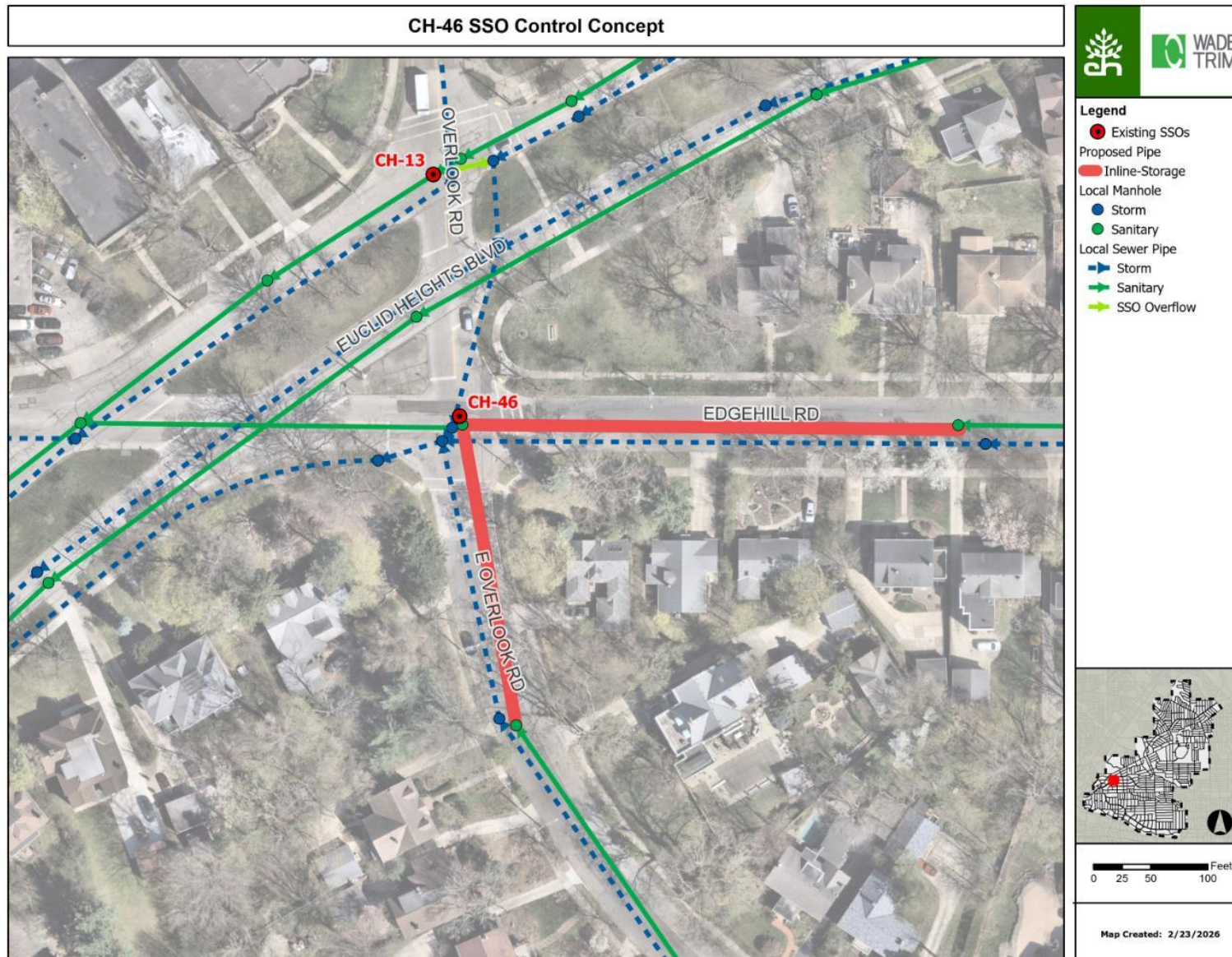
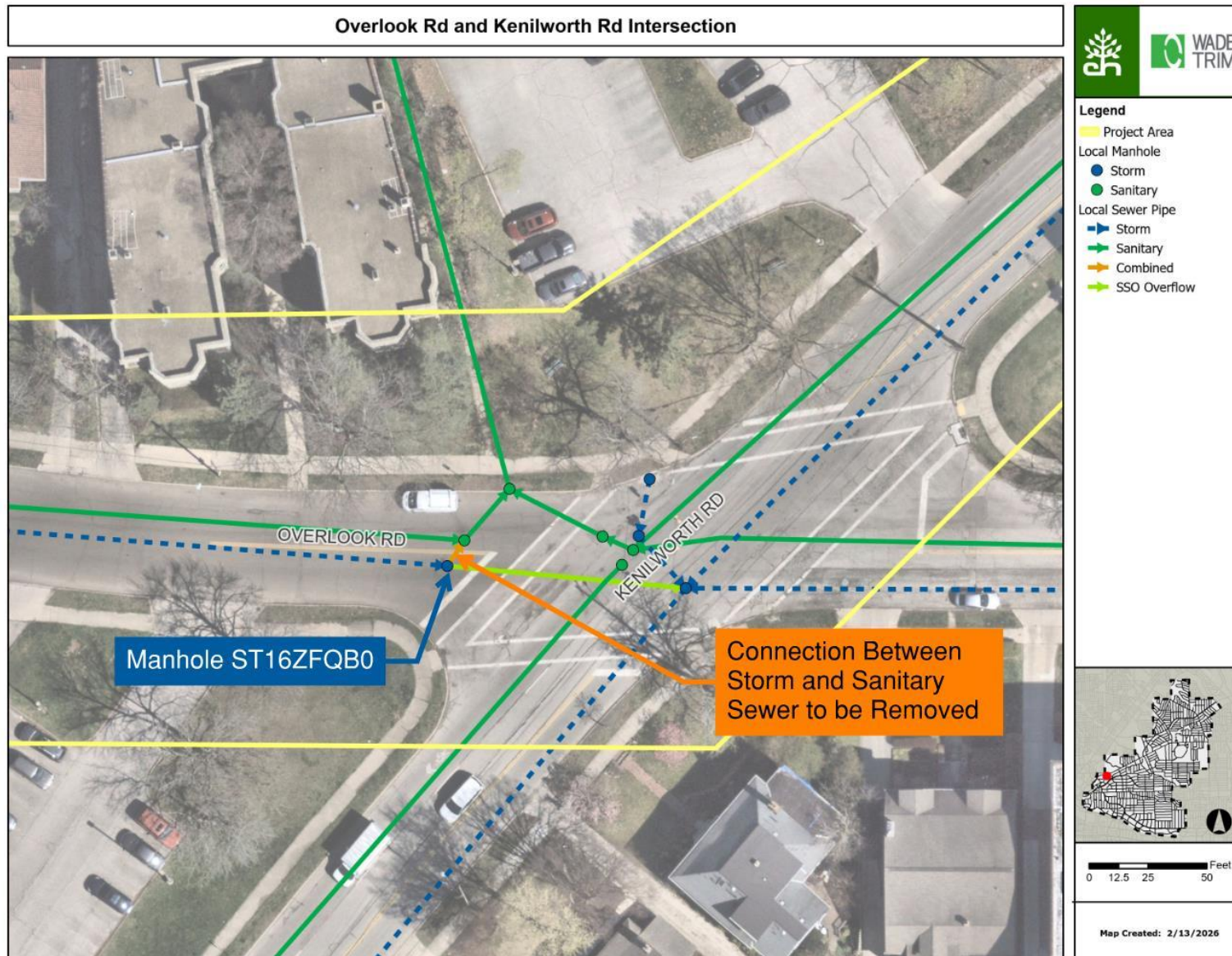


Figure 1-4: Existing Sewer Configuration at the Overlook Rd and Kenilworth Rd Intersection



2.0 PROJECT SCOPE OF WORK

Specific services and deliverables included with each project task are detailed below.

2.1 Task 1: Project Management - \$20,000

This task covers general project controls and contracting. Under this task, Wade Trim will complete the following:

- Complete contracting and monthly invoicing with subconsultants.
- Conduct a project kickoff meeting with the City to discuss the proposed project schedule and scope of work. Wade Trim will subsequently be available for up to three (3) bimonthly progress meetings with the City to review progress of the project, discuss project considerations, and provide schedule updates.
- Develop a Project Management Plan and Quality Management Plan.
- Draft and submit up to four (4) quarterly progress reporting for the 2026 Member Community Infrastructure Program (MCIP) funding obtained through the District.

2.2 Task 2: Design for Control of SSO CH-46 - \$189,740

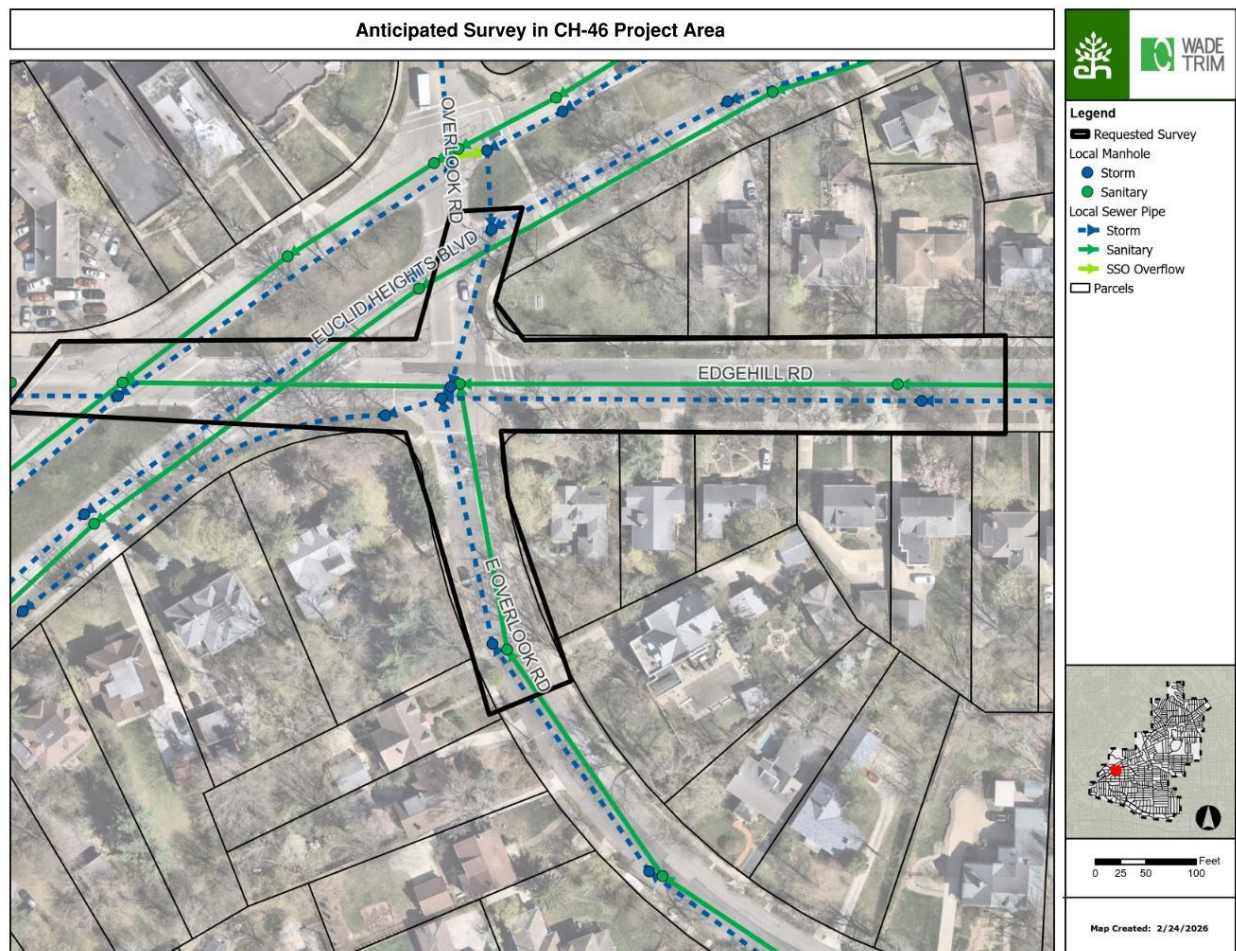
2.2.1 Task 2A: Preliminary Design

The project team will develop and evaluate the project alignments, identify risks, and establish design parameters for the control of SSO CH-46. The project team will work with the City to clarify and define the project requirements and review available data.

Surveying

Wade Trim, through a subconsultant, will obtain a topographical survey showing relevant utilities, elevations, and other relevant surface features. Horizontal and vertical controls for the topographic survey will be established. The horizontal and vertical location of topographic features will be determined such as centerline of road, edge of road, curb and gutter, shoulder, ditches, power poles, mailboxes, driveways, and other features encountered during the survey. Addresses, lot lines, and other pertinent property information will be identified based on current tax maps. Pertinent underground utility information will be obtained throughout the project limits including collection of invert data for existing sewers. Anticipated extent of survey is shown in **Figure 2-1**.

Figure 2-1: Anticipated Survey Area for CH-46 Project



Geotechnical Investigation

Wade Trim, also through a subconsultant, will conduct geotechnical investigations to support the design for the control of CH-46. Documented geotechnical conditions will inform excavation and design assumptions for the proposed sewer pipes. The subconsultant will obtain up to two (2) soil borings and (2) pavement cores in the Overlook Rd and Edgehill Rd areas. Soil boring data will be provided to the City at 60% Design. Effort will include the following:

- Two (2) soil borings to a depth of up to 30 ft. below grade.
- Soil samples at 2.5 ft. depth intervals up to a depth of 15 ft., then at 5 ft. intervals to a depth of 30 ft.
- Standard Penetration Test (SPT) N-values and pocket penetrometer tests (if cohesive soils).
- Moisture content tests for each soil sample.
- Two Atterberg Limits (if cohesive soils).
- If rock is encountered, the boring shall extend into the rock, with samples at 5 ft. intervals.

- A geotechnical data report will be provided summarizing the investigation and the testing results.

Hydraulic Modeling

The Cleveland Heights system Infoworks ICM model will be utilized to support the CH-46 project design. Model hydraulics and hydrology will be updated, as needed, in support of the project evaluation. Model updates and calibration will focus on the CH-46 project area. Model hydraulics will be reviewed and updated immediately upstream and downstream of the SSO. The model hydrology will be assessed and, if necessary, recalibrated utilizing new monitoring data, previously conducted under a separate contract.

The updated existing conditions model for the project area will then be used to evaluate project alternatives. Two concept alternatives will be developed and evaluated under the planning phase. During each subsequent design phase, the project model will be used to size and confirm that the design achieves the project's stated goal of controlling CH-46 for the 10-year, 1-hour storm.

Basis of Design Technical Memorandum

A Preliminary Basis of Design Technical Memorandum (TM) will be developed to summarize the field data, modeling approach, and alternative design concepts. CCTV sewer inspection data (collected through a separate contract) will be reviewed and used to inform the two (2) developed alternatives. The TM will contain schematic layouts, hydraulic requirements, and conceptual design criteria for two (2) conceptual alternatives and will provide a recommended alternative solution. The report will be accompanied by an Engineer's Opinion of Probable Construction Cost (EOPCC), for each solution with each component separately itemized including: EOPCC, allowances for contingencies and for the estimated total cost of design, professional, and related services provided by Wade Trim, and on the basis of information furnished by the City, allowances for other items and services included within the definition of Total Project Costs. Upon receipt of the Preliminary Basis of Design Report, the City will provide comments within two (2) weeks.

2.2.2 Task 2B: Design

Wade Trim will develop drawings and technical specifications to integrate with the City's standard specifications to produce construction bid documents suitable for competitive bidding purposes. The drawings will indicate the layout, plans, sections, and details of the Project.

Anticipated drawings included in the plans are as follows:

- Title/cover w/sheet index: 1
- Survey Control & Existing Conditions: 4
- Site Removal Plan: 4
- Sewer Plan & Profile Sheets: 4

- Site Restoration Plan: 4
- Maintenance of Traffic: 2
- Details: 4

Wade Trim will coordinate the design with existing utility owners and will coordinate design review with the District and Ohio Environmental Protection Agency (OEPA). Wade Trim will complete the OEPA Permit to Install (PTI) and District Acceptance of Flow approvals. Payment of the PTI fee is included in this contract.

Wade Trim will prepare 60% and 100% design submittals for Cleveland Heights to review. Each submittal will include an EOPCC and estimated construction schedule. A Final Basis of Design TM will also be provided with the 100% deliverable.

It is assumed that no easement development or coordination will be needed for this project. It is expected that no private property easements will be necessary, as proposed work will be contained within the existing public right-of-way.

Design deliverables will include electronic upload of submittal documents (drawings, technical specifications, Final Basis of Design TM). Construction drawings will be prepared on 22-inch x 34-inch sheets that will be submitted electronically to the City. Preparation of technical specifications is to be included as a component of the construction documents.

60% Design

The 60% design submittal is a detailed presentation of the design configurations and parameters established in the Preliminary Design phase. These documents will be used for PTI approval purposes. The 60% submittal will include:

- Preliminary horizontal and vertical alignments as necessary to convey the intent of the design to the City.
- Preliminary contract documents and special provisions that may be required based on the selected contracting method.
- Preliminary typical cross-sections of the improvements.
- Preliminary plan and profile sheets of the proposed utilities.
- Preliminary maintenance of traffic plans.
- EOPCC and estimated construction schedule.
- Utility coordination (water, gas, communication companies, electric).
- Geotechnical Report

At this stage, Wade Trim will conduct an hydraulic analysis and review the design for sufficient SSO control. Wade Trim will perform an in-house quality assurance and quality control review of the 60% design submittal and make necessary updates prior to submittal.

A review meeting will be facilitated to collect feedback from the City. Meeting minutes will be provided within 14 days of the meeting date. If temporary or permanent easements are identified as being required to construct the proposed improvements, the appropriate scope of work and corresponding fee will be negotiated between Wade Trim and the City. Based on comments received, the City will identify any issues to address. It is anticipated that design decisions are finalized at the 60% stage. The remaining design effort is anticipated to focus on further detailing the design concept and resolving the City's review comments. Any significant changes to design at this stage will likely lead to additional effort and cost. At this stage of the project, it is anticipated that no further changes to design concept or parameters will be made.

Final Design

The final design documents will be used for bidding purposes. This includes final drawings, specifications, cost estimates, and project schedules. Effort will focus on adding detail and resolving review comments, as design decisions were finalized at the 60% stage. The final design submittal will incorporate corrections and will be complete and suitable for bid purposes. Changes to design extent, character, or requirements are not anticipated at this stage. Any significant changes to design at this stage will likely lead to additional effort and cost. The final design submittal will include:

- Final contract documents
 - Final horizontal and vertical alignments
 - Final typical cross-sections
 - Final plan and profile sheets of the proposed utility improvements
 - Final maintenance of traffic plans
- Final Basis of Design TM
- Final EOPCC and estimated construction schedule
- Final permit applications
- Final utility coordination

Wade Trim will perform an in-house quality assurance and quality control review of the 100% design submittal and make necessary updates prior to submittal. A review meeting will be facilitated with the City to review design updates and highlight project changes.

2.2.3 Task 2C: Bidding Services

Wade Trim will assist with the bidding and award process.

Pre-Bid Meeting

Wade Trim will prepare for and attend the pre-bid meeting and be available to answer questions during the bid period. Wade Trim will document the minutes for this meeting. The City's representatives and other project stakeholders will be invited to participate. Wade Trim will establish agenda, meeting location, and distribute the meeting minutes.

Addenda

Wade Trim will assist the City in the preparation of up to two (2) addenda during the bid phase. Questions from bidders and answers to those questions, as well as any necessary revisions to bid documents will be included in the addenda.

Bid Evaluation & Recommendation

Wade Trim will assist the City in analyzing bids and provide a letter of recommendation for award of the construction contract. Wade Trim will review any minimum qualifications or requirements specified in the Contract Bid Documents. Bids will be tabulated and checked for responsiveness to bid requirements. It is assumed that the lowest and best bid will be recommended. Wade Trim will support the City, if requested, in further review of the low bidder's qualifications.

2.3 Task 3: Investigations of Illicit Connections in Overlook Road - \$44,460

A Preliminary Design TM will be developed to summarize completed field investigations and to document two (2) alternative preliminary design concepts for addressing illicit connections in the Overlook Road project area.

2.3.1 Task 3A: Field Investigations

The project team will work with the City to clarify and define the project requirements and review available relevant data in the project area, as shown in **Figure 2-2**. If there are additional reports and data relevant to previous investigations at/or adjacent to the site, the project team will assist the City in obtaining such data. Field investigations will include review of previously collected sewer CCTV and dye testing results (completed under a separate previous contract), new flow monitoring, new water quality sampling, and additional sanitary lateral dye testing.

Proposed monitoring locations are shown in **Figure 2-3**. Flow monitoring will be conducted at up to two locations in the Overlook Road storm sewer to quantify I/I sources, improve model calibration, and to optimize the resulting preliminary design concept. Flow monitoring will occur for a period of three (3) months (beginning in the spring of 2026). Dry weather water quality sampling will also occur at up to two (2) locations in the Overlook Road storm sewer to confirm presence of illicit connections. Dye testing for up to 10 sanitary laterals along Overlook Road will be conducted. The

priority area for sanitary dye testing is shown in **Figure 2-2**. This testing will serve to confirm locations of illicit connections to the storm sewer.

2.3.2 Task 3B: Preliminary Design Technical Memorandum

A Preliminary Basis of Design TM will be developed to summarize the completed field investigations and will present up to two (2) proposed conceptual preliminary designs. One alternative will be the recommended solution. The TM, as appropriate, will contain schematic layouts, sketches, and conceptual design criteria with exhibits to illustrate the potential alternative solutions. The report will be accompanied by an EOPCC for each recommended solution with each component separately itemized including: EOPCC, allowances for contingencies and for the estimated total cost of design, professional, and related services provided by Wade Trim, and on the basis of information furnished by the City, allowances for other items and services included within the definition of Total Project Costs.

Upon completion of the Preliminary Basis of Design TM, Wade Trim will facilitate a meeting with the City reviewing the recommended conceptual preliminary design.

Figure 2-2: Field Investigation Area Overlook Rd / Kenilworth Rd

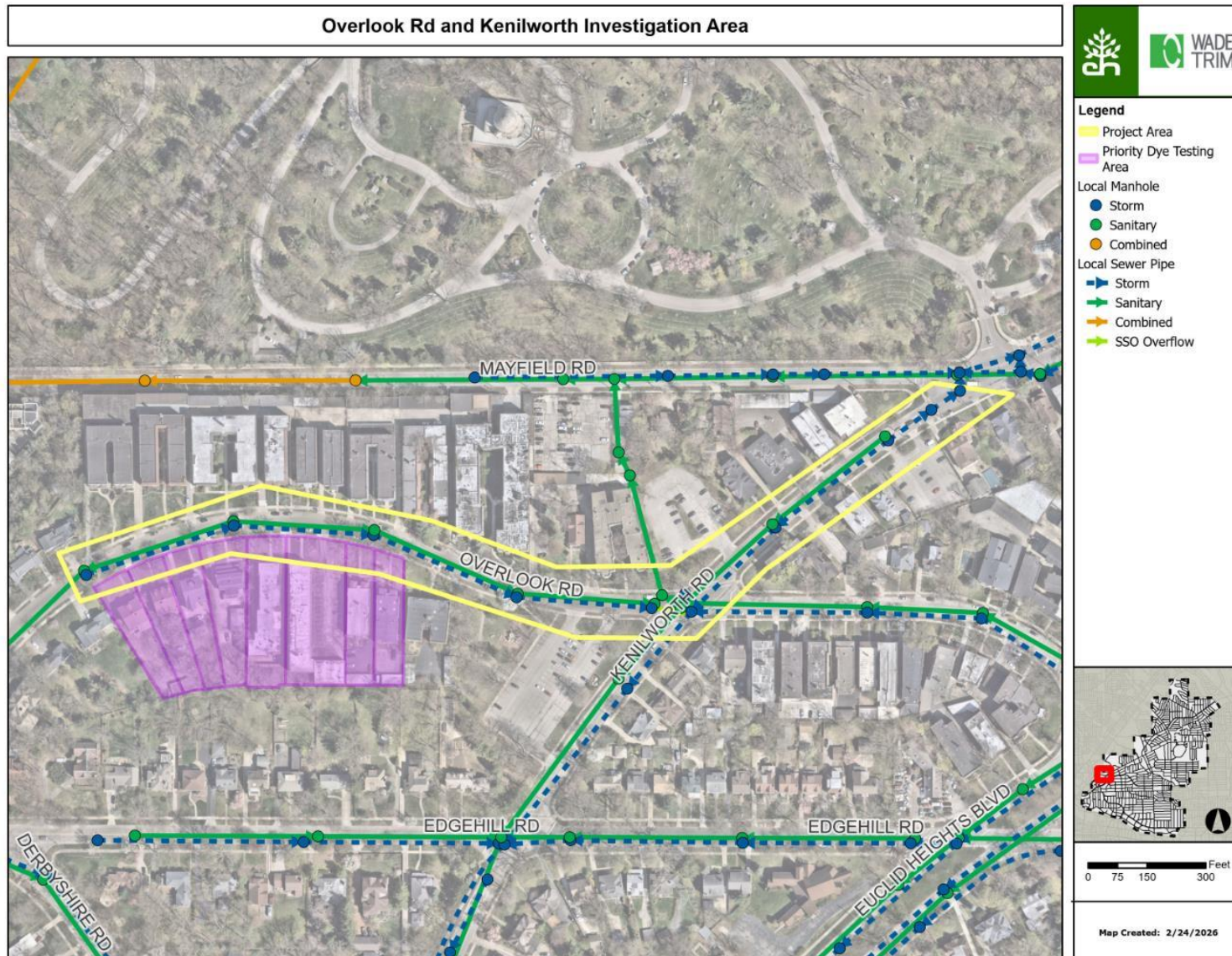
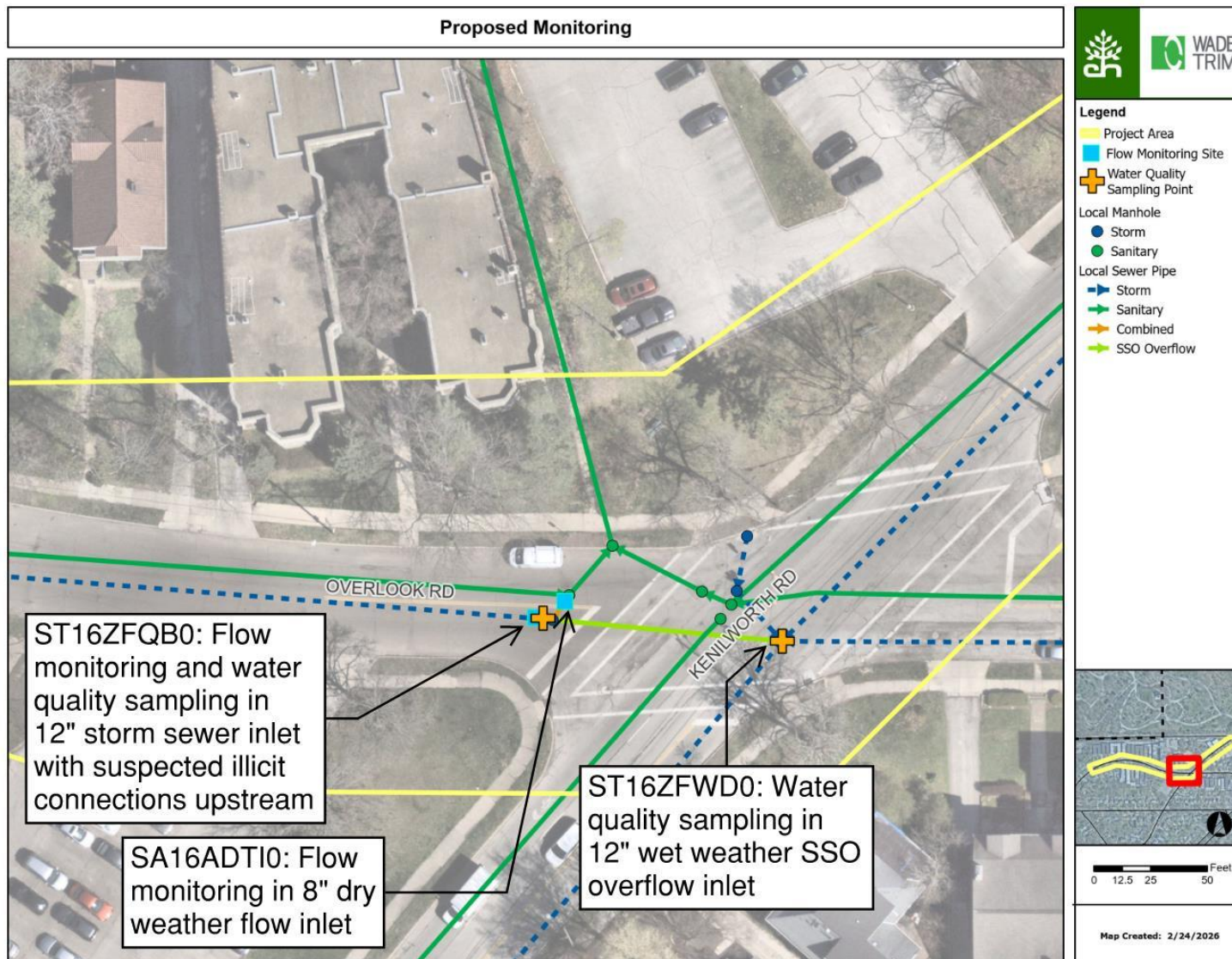


Figure 2-3: Proposed Flow Monitoring and Water Quality Sampling Locations at the Overlook Rd and Kenilworth Rd Intersection



3.0 PROJECT SCHEDULE

We propose to complete the project within nine (9) months of an executed agreement. The schedule of anticipated key activities is listed below:

- Design Award: March 2026
- **Task 2: Design for Control of SSO CH-46**
 - Preliminary Design: March – May 2026
 - Design: June – October 2026
 - 60% Design: June – August 2026
 - Final Design: September – October 2026
 - Bidding Services: November – December 2026
 - Pre-Bid Meeting: November 2026
 - Addenda (if needed): November 2026
 - Contract Award: December 2026
- **Task 3: Investigations of Illicit Connections in Overlook Rd**
 - Field Investigations: March – July 2026
 - Preliminary Design TM: August – September 2026

4.0 FEES AND COMPENSATION METHOD

Wade Trim fees are based on the above schedule. Changes in the schedule may impact the presented fees. Depending on the actual notice-to-proceed date and desired completion date, Wade Trim reserves the right to renegotiate professional fees to account for additional effort required to accommodate the project schedule. The Wade Trim Project Manager will notify the City immediately if there is an expected change in schedule that would impact the presented fee.

The above services will be provided on a time and materials basis for a not to exceed, without prior authorization, fee in the amount of **\$254,200** (see Attachment A). Services will be provided on a time and materials basis up to the not to exceed contract amount. Billings will be in accordance with actual individual rates.

Task	Description	Fee*
1.	Project Management	\$20,000
2.	Design for Control of SSO CH-46	\$189,740
3	Investigations of Illicit Connections in Overlook Rd	\$44,460
TOTAL:		\$254,200

** Scope sections detail assumptions and specific quantities assumed in fee development; changes to these assumptions, the scope, or schedule may impact task fee.*

Individual task fees may vary from proposed fees listed above; however, the total project cost will not exceed the total estimated fee above, without approval by the City. The fees presented in this proposal are based on the schedule indicated above.

Wade Trim can provide additional, as-needed services on a time and material basis in accordance with current rates. Services needed that are not identified in this proposal can be provided, as authorized by the City.

4.1 Invoicing Procedures

All effort and cost will be invoiced monthly for our effort to date. Payment of invoices is expected within 30 days. Any disputes in the invoice amount shall immediately be brought to the attention of Wade Trim. Wade Trim reserves the right to stop work when accounts receivable exceeds 60 days. Deliverables are the property of Wade Trim until payment obligations are met.

5.0 EXCLUSIONS AND CLARIFICATIONS

Services not identified in this proposal will be discussed as they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Special Evaluations
 - Economic evaluations/rate schedules, financing assistance, and grant and loan applications.
 - Traffic impact study.
 - Professional Arborist evaluation of street trees.
- Other Services
 - Changes in scope.
 - Additional meetings or coordination activities not identified in our scope or required after the project commences or not disclosed to WT at the time of preparing the scope.
 - Effort and expenses related to drafting legal descriptions, drawings, or exhibits required for easement agreements.
 - Effort and expenses required to attend, or participate in, dispute resolution or presentation of plans other than noted in this proposal.
 - Services associated with litigation or arbitration.

5.1 City Responsibilities

- Provide access to the project site for Wade Trim and its subconsultants.
- Provide Wade Trim with as-built drawings and other pertinent information regarding the existing sanitary sewer, storm sewer, water, electrical, gas, and telecommunication services.
- Review documents prepared by Wade Trim and provide comments in a timely fashion.
- Attend review/approval agency meetings.

Attachment A DRAFT

Design Engineering Services for Mitigation of Illicit Connections in
Overlook Road Area and CH-46 SSO Control

3/16/2026

					Wade Trim*					
					Principal	Senior Professional	Professional Engineer II	Engineer II	Project Aide II	
					\$ 375.00	\$ 320.00	\$ 190.00	\$ 135.00	\$ 105.00	
Level of Effort Breakdown	Total Cost	Labor Cost	Expenses	Hours	Civil	Civil	Civil	Civil	Admin	ODC
Project Total	\$ 254,200	\$ 192,080	\$ 62,120.00	1,075						
Task 1: Project Management	\$ 20,000	\$ 20,000		102	8	8	58	16	12	
A: Project Management/Administration	\$ 15,900	\$ 15,900			8	8	50	0	8	
B: MCIP Reporting	\$ 4,100	\$ 4,100			0	0	8	16	4	
Task 2: Design for Control of SSO CH-46	\$ 189,740	\$ 153,740	\$ 36,000.00	931	19	27	344	527	14	
A: Preliminary Design Phase	\$ 72,325	\$ 44,325	\$ 28,000.00	276	5	5	92	170	4	
1. Survey		\$ -	\$ 18,000		0	0	0	0	0	\$ 18,000
2. Geotechnical Investigation		\$ -	\$ 10,000		0	0	0	0	0	\$ 10,000
3. Hydraulic Modeling		\$ 19,750			0	0	40	90	0	
4. Basis of Design Technical Memorandum		\$ 24,575			5	5	52	80	4	
B: Design Phase	\$ 111,915	\$ 103,915	\$ 8,000	625	12	20	240	345	8	
1. 60% Design		\$ 66,645	\$ 8,000		6	10	160	225	4	\$ 8,000
2. Final Design		\$ 37,270			6	10	80	120	4	
C: Bidding Phase	\$ 5,500	\$ 5,500		30	2	2	12	12	2	
1. Pre-Bid Meeting		\$ 3,660			2	2	8	4	2	
2. Addenda		\$ 920			0	0	2	4	0	
3. Bid Evaluation & Recommendation		\$ 920			0	0	2	4	0	
Task 3: Investigation of Illicit Connections in Overlook Road	\$ 44,460	\$ 18,340	\$ 26,120.00	42	4	4	20	84	4	
A: Field Investigations	\$ 32,340	\$ 6,220	\$ 26,120.00	42	0	0	10	32	0	
1. Flow Monitoring and Water Quality Sampling		\$ 3,300	\$ 17,600		0	0	6	16	0	\$ 17,600
2. Dye Testing		\$ 2,920	\$ 8,520		0	0	4	16	0	\$ 8,520
B: Preliminary Design Technical Memorandum	\$ 12,120	\$ 12,120			4	4	10	52	4	
					27	35	402	543	26	

* Based on 2026 Water Rate Schedule

Proposed: 15/18/2026

RESOLUTION NO. 106-2026(COTW), *First Reading*

By Jessica Cohen

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

WHEREAS, the Taylor Merchants Association ("Taylor") is proposing to provide certain landscaping, snow plowing, and other marketing and placemaking services to businesses along S. Taylor Road;

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

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

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

SECTION 2. The Mayor is hereby authorized to execute a grant agreement with NABA for an amount not to exceed Three Hundred Seventeen Thousand, Sixty and 00/100 Dollars (\$317,060.00), based upon the budget documents submitted by Taylor, for the purposes described in the draft agreement and as further described and detailed therein ("Agreement"). The Agreement shall contain any terms, conditions, or other provisions deemed necessary or advisable by the Director of Law.

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

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure 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 initiate beautification and redevelopment efforts, including landscaping, at the earliest

RESOLUTION NO. 106-2026(COTW)

possible time at the start of the growing 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

GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is made as of _____, 2026 (the “**Effective Date**”), by and between the CITY OF CLEVELAND HEIGHTS, STATE OF OHIO (the “**City**”), and Taylor Merchant Association, an Ohio domestic nonprofit corporation with its principal place of business located at 2533 Euclid Heights Boulevard, Cleveland Heights, Ohio, 44106, (“**Grantee**”, which may be referred to collectively with the **City** as “**the Parties**,” with each individually a “**Party**”).

RECITALS:

- A. The City seeks to provide economic development assistance services (“**Services**”) to Grantee, with all determinations as to the eligible use of funds hereunder being at the sole discretion of the City,
- B. Grantee has proposed, as the means of accomplishing such **Services**, a program with a budgeted cost of \$317,060 Dollars over a 2-year period, as set forth in a writing (the “**Scope of Work**”) attached hereto and incorporated herein as **EXHIBIT A**; and,
- C. The City and Grantee desire to enter into this Agreement for the Grantee’s provision of **Services** for the benefit of the public, all in accordance with federal and Ohio law, and the terms and conditions of this Agreement.

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

ARTICLE I TERM OF CONTRACT

1.1 The term of this Agreement shall commence on the Effective Date and continue through for two (2) years thereafter, unless otherwise terminated earlier as provided below (the “**Term**”).

ARTICLE II DUTIES OF THE GRANTEE

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

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

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

2.4 All expenditures of funds awarded through this Agreement shall be pursuant to a contract for goods and services authorized herein, duly awarded by a resolution of Grantee's Board of Directors, with the receipt of goods or completion of the services contracted for verified by Grantee's Executive Director or Board of Directors prior to submission of the expenditure to the City.

2.5 The purchase of goods and services by Grantee shall be governed by the procedures provided below.

- (a) Unless impossible or impracticable, not less than two (2) written quotes shall be obtained for any purchase in an amount of Seven Thousand Five Hundred Dollars (\$7,500.00) or more and all contracts in such amount, or contracts with a party who has received contracts worth \$7,500.00 or more from Grantee in the previous twelve (12) months, shall require the City's written approval in advance of the award of the contract. These requirements shall apply to contracts for art, as well as any other contract meeting the threshold. It is understood that the City, in determining whether to approve any such requested expenditure for art, may enlist the assistance of arts organizations in the community in order to properly evaluate any artwork for which an expenditure of funds received pursuant to this Agreement is proposed; provided, however, that the City shall not unreasonably refuse approval, nor unreasonably delay a decision on approval, of any such request for an expenditure for artwork purposes.
- (b) Grantee shall require all of its members, officers, directors, and employees to disclose any potential interest in any contract under consideration for award by Grantee, and notify the City of any such disclosure. Notwithstanding any authority Grantee may have otherwise under its Articles, conflict of interest or procurement policies, or other rules or regulations, no member, director, officer, or employee of the Grantee shall, directly or indirectly, enter into any contract or transaction with the Grantee for the furnishing of goods, services, or property unless all of the following conditions are satisfied:
 - i. The material facts of the relationship or interest are fully disclosed to the Board and City prior to consideration;
 - ii. The interested person abstains from voting and does not participate in deliberations regarding the proposed transaction;

- iii. The Board, by a vote of disinterested directors, determines in good faith that the contract or transaction is fair, reasonable, and in the best interests of the Corporation;
 - iv. The supplies or services are unobtainable elsewhere for the same or lower cost; and,
- b. Grantee shall not award any such contract without first obtaining the approval of the City.

2.6 Grantee represents that its application to the Internal Revenue Service for 501(c)(3) tax exempt status has been approved and agrees that it will maintain its 501(c)(3) tax exempt status throughout the term of this Agreement. The City acknowledges receipt of a copy of the IRS approval of Grantee's application for 501(c)(3) status. Grantee will incorporate IRS 501(c)(3) Good Governance Practices (link: https://www.irs.gov/pub/irs-tege/governance_practices.pdf) into its operations and shall keep appropriate minutes of its Board meetings.

2.7 Grantee shall provide the City or any duly authorized City representatives access to any books, minutes, contracts, documents, papers, and other records of the Grantee ("Records") for the purpose of auditing and examining the expenditure of funds awarded pursuant to this agreement. Grantee shall maintain all Records for a period of not less than three years after the termination of this Agreement. Notwithstanding any provision herein to the contrary, this Section 2.7 shall survive the termination of this Agreement.

2.8 Intentionally omitted.

2.9 Intentionally omitted.

2.91 As provided in Exhibit A, Grantee shall meet with City Economic Development personnel to discuss each party's activities in furtherance of the goals of the Program. At least one such meeting shall occur prior to the initial disbursement of working capital provided for in Exhibit A, in order for the City's Economic Development department to discuss the budget and anticipated expenditure plans, to facilitate processing of requests for disbursement, etc. Further, the City shall be notified of meetings of Grantee's Board and permitted to attend.

2.95 Grantee and the City agree that the Program described in Exhibit A, and the Services to be provided pursuant to this Agreement, are valuable and important to the future prospects of the Taylor Road Area as described in Exhibit A. As such, Grantee shall, not less than six (6) months prior to expiration of the term of this Agreement, provide to the City, as referenced in Exhibit A - Section A, a written strategic plan for the continuation of the Services and activities to be provided under this Agreement, after the term of this Agreement has expired. Such proposal may involve suggestions that a Special Improvement District be created pursuant to the Ohio Revised Code, or that a traditional merchants' association be developed, with the funding mechanisms defined. The City's Economic Development department personnel shall review the proposal and discuss it with Grantee. The Mayor or Economic Development personnel may

request that Council's Planning and Development Committee or another City board or body formally consider and discuss the proposal, in order to assist Grantee in establishing a durable and sustainable entity and Program in order for the Taylor Road Area to receive the maximum benefit from the funding for and Services provided under this Agreement even after expiration of this Agreement.

ARTICLE III COMPENSATION

3.1 The City shall compensate the Grantee for the provision of Services only according to the Working Capital Advance Basis as defined by 2 C.F.R. 200.305, with any such payments in accordance with any preliminary approval required herein, detailed invoices, and corresponding proof of payment by the Grantee, the sufficiency of which is at the sole discretion of the City. In all instances, the City's compensation to the Grantee under this Agreement will not exceed Three Hundred Seventeen, and Sixty and 00/100 Dollars (\$317,060.00) ("**Total Payment**"), which such amount represents the City's full and complete commitment for payment for the Services performed hereunder. Payment dates set forth herein may be amended or set, as the case may be, upon written agreement between the Parties in the form of an amendment or addendum to this Agreement.

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

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

ARTICLE IV CONTRACT TERMINATION

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days' written notice to the other Party, subject to the

provisions of this Article IV. Further, this Agreement is subject to annual appropriation by the City pursuant to Ohio Revised Code Section 5705.44, and in the event such annual appropriation is not made, this Agreement will terminate. Grantee's assignment of this Agreement or any of its rights and obligations hereunder by any means other than a written amendment hereto, signed by the City, Grantee, and the assignee, shall be void and automatically terminate this Agreement.

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

- a. Immediately upon appointment of a receiver by a court of competent jurisdiction for Grantee's assets is appointed by a court of competent jurisdiction.
- b. Immediately if Grantee is divested of its rights, powers, and privileges under this Agreement by operation of law.
- c. Grantee fails to comply with any term, covenant, or condition of this Agreement to be kept, performed, and observed by it, and the Grantee fails to remedy such noncompliance within fourteen (14) days from the date of written notice from the City.
- d. Grantee violates any applicable federal, state, or local law applicable to the Services and performance thereof.
- e. If, prior to the receipt of any Funds from the City hereunder and upon giving thirty (30) days prior written notice, Grantee desires to terminate this Agreement.

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

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

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

ARTICLE V
NOTICE

5.1 Notices provided by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by electronic mail, with confirmed receipt, to the following addresses or to such other address as either Party shall designate by proper notice to the other Party. Unless otherwise provided herein, notices will be deemed given as of the date of actual receipt.

Notices to Grantee:

Taylor Merchant Association
2533 Euclid Heights Boulevard
Cleveland Heights, Ohio 44106-2709
Attn: Myra Orenstein, Acting Executive Director
Email: morenstein@catvinc.com

with a copy to:

and

Byron Legal, LLC
6506 Rockside Road, Suite 120
Independence, OH 44131
Email: evan@byron-legal.com

Notices to the City:

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118
Attn: Director of Economic Development
Email: BAnderson@clevelandheights.gov

with a copy to:

Director of Finance
40 Severance Circle
Cleveland Heights, Ohio 44118

Email: JBrodzinski@clevelandheights.gov

ARTICLE VI
ENTIRE AGREEMENT

DRAFT

6.1 This Agreement and its incorporated exhibits represent and are the entire agreement between Grantee and the City and supersede any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Grantee and the City, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together shall constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference; they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement.

ARTICLE VII GOVERNING LAW

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

ARTICLE VIII INDEMNIFICATION

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

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

CITY OF CLEVELAND HEIGHTS, OHIO

TAYLOR MERCHANT ASSOCIATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form:

William R. Hanna
Director of Law

DRAFT

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

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

Amount - \$317,060.00.

Joseph Brodzinski, Finance Director

Date

EXHIBIT A

SCOPE OF WORK

A. PROGRAM DESCRIPTION AND OBJECTIVES

Taylor Merchant Association

Taylor Project Description, Objectives and Timeline

The Goals

- Creation of a Community
 - Ensure that all merchants and businesses are aware of developments to re-invent Taylor
 - Phase One
 - Conduct Board Meetings as needed to ensure programs are being established and initiated
 - Conduct Merchant Meetings to educate all of programs and progress
 - Create committees to ensure that programs are all-inclusive and to gain buy-in from the majority.
- Repositioning the image of Taylor from a drive-through street to a district of interesting and diverse businesses, retail merchants and internationally-flavored cuisine
 - Create a Taylor logo
 - Create Taylor overall branding (social media and print)
 - Create a Taylor website
 - Map
 - Events Page
 - Mission Statement
 - Merchant Descriptions
 - Establish an e-newsletter list
 - Work with Planning & Economic Development and Cuyahoga County to reinforce the branding identification through signage and wayfinding
 - Reinforce branding through marketing and promotions
- Establish a beautification/maintenance program
 - Maintain clear sidewalks in winter months through a snowplowing contract
 - Landscaping
 - Year One
 - Invest in and maintain hanging baskets
 - Ensure that weeds and overgrowth of grass is handled
 - Year Two
 - Collaborate with the City/County to introduce uniform street-level planters
- Collaborate with Economic Development/Planning
 - Maintain ongoing conversations regarding the Taylor Road Streetscape Program
- Collaborate with Cain Park
 - Winter months
 - Investigate bringing in operators to sell seasonal items

- Investigate bringing in vendors for cocoa and pastries
- Investigate sled rental program
- Discuss possibility of shuttle service from NABA to Taylor for sledding
- Summer months
 - Help spread the word about Cain Park programming
 - Attempt to coordinate restaurant/Cain Park packages, thereby creating “An Evening in Cleveland Heights” promotion

The Timeline

- Contract for snowplowing
 - Already established. Payments must be made asap
- Hire attorney
- Apply for nonprofit status with State of Ohio
- Apply for 501c3 status with Internal Revenue Service
- Contract for landscaping
- Create and approve logo designs for branding efforts
- Conduct strategy meetings with all merchants and building owners
 - Re-evaluate budget and determine priorities
- Initiate conversations with local artists including but not limited to fine artists, muralists, musicians and more
- Investigate grant opportunities
- Begin creation of promotional calendar
 - Determine the possibility of creating a truck promotion in Fall, 2026

Completed Efforts to Date

- Establishment of Board of Directors
 - Laura Delaney
 - Nicolette Creel
 - Matthew Wymer
 - Monse Maragano
 - Rabbi Yechiel Friedman
 - Hank Kornblut
 - Nochum Drazin
 - Davida Russell
 - Natika Anderson, PNC Bank
- Acting Executive Director
 - Myra G. Orenstein, President, CATV, Inc.
- Appointing Future Heights as Fiscal Agent
- Receipt of EIN
- Receipt of \$20,000 in funds from Cuyahoga County
 - Determination to allocate \$5,000 to NABA

Ongoing Efforts

- Establish calendar of meetings
- Establish reporting system with public access to meeting minutes and financials
- Maintain ongoing communication with Department of Planning and Economic Development and City Council

About the Acting Executive Director

Myra G. Orenstein is the creator of one of the first advertising collaboratives in Cleveland, Ohio. Her agency, CATV, Inc., has been awarded local, national and international recognition for its creative excellence. Her clients have included Comcast Cable, HBO, Showtime, The Disney Channel, MasterCard International, Easter at The White House (Clinton Administration), Eagle Rock Entertainment, BMG, Hyde Park Restaurant Group, Strang Management, Rogers Cable (Canada), Coventry Village Special Improvement District and Cedar Fairmount Special Improvement District among others.

For the past 18 years, she has served as Acting Executive Director of Cleveland Independents, directly responsible for its marketing and advertising efforts and its growth to becoming one of the largest organizations of locally owned, independent restaurants in the U.S.

She was approached recently and has been working with a new organization, Columbus Independents, in an effort to replicate the success of the Cleveland organization.

Most recently, she has been named Acting Executive Director of both NABA and Taylor, two Cleveland Heights commercial districts.

Myra is a 40+ year resident of Cleveland Heights. Her children attended and are graduates of Heights' schools.

B. ROLES AND RESPONSIBILITIES**Taylor Merchant Association**

Myra Orenstein, Acting Executive Director
2533 Euclid Heights Boulevard
Cleveland Heights, Ohio 44106-2709

City Staff

Brian Anderson, Director of Economic Development
40 Severance Circle
Cleveland Heights, Ohio 44118
Email: BAnderson@clevelandheights.gov

Director of Finance
40 Severance Circle
Cleveland Heights, Ohio 44118
Email: JBrodzinski@clevelandheights.gov

C. PROGRAM ADMINISTRATION AND PROCESS OVERVIEW**Payment of Funds**

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

Grantee agrees that an advance of Thirty-Two Thousand Five Hundred Dollars (\$32,500) will cover Grantee's disbursement needs for the initial period. Thereafter, the City shall reimburse Grantee for its actual cash disbursements in accordance with this Agreement, provided that the payment of funds in any 12-month period shall be limited to the amounts budgeted in Attachment B to this Exhibit. The City shall make payment within 30 calendar days after receipt of the billing, unless it finds in its sole, reasonable discretion that any of the expenditures are ineligible, insufficiently documented, or otherwise improper.

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

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

Program Income

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

D. WORKPLAN

The Timeline

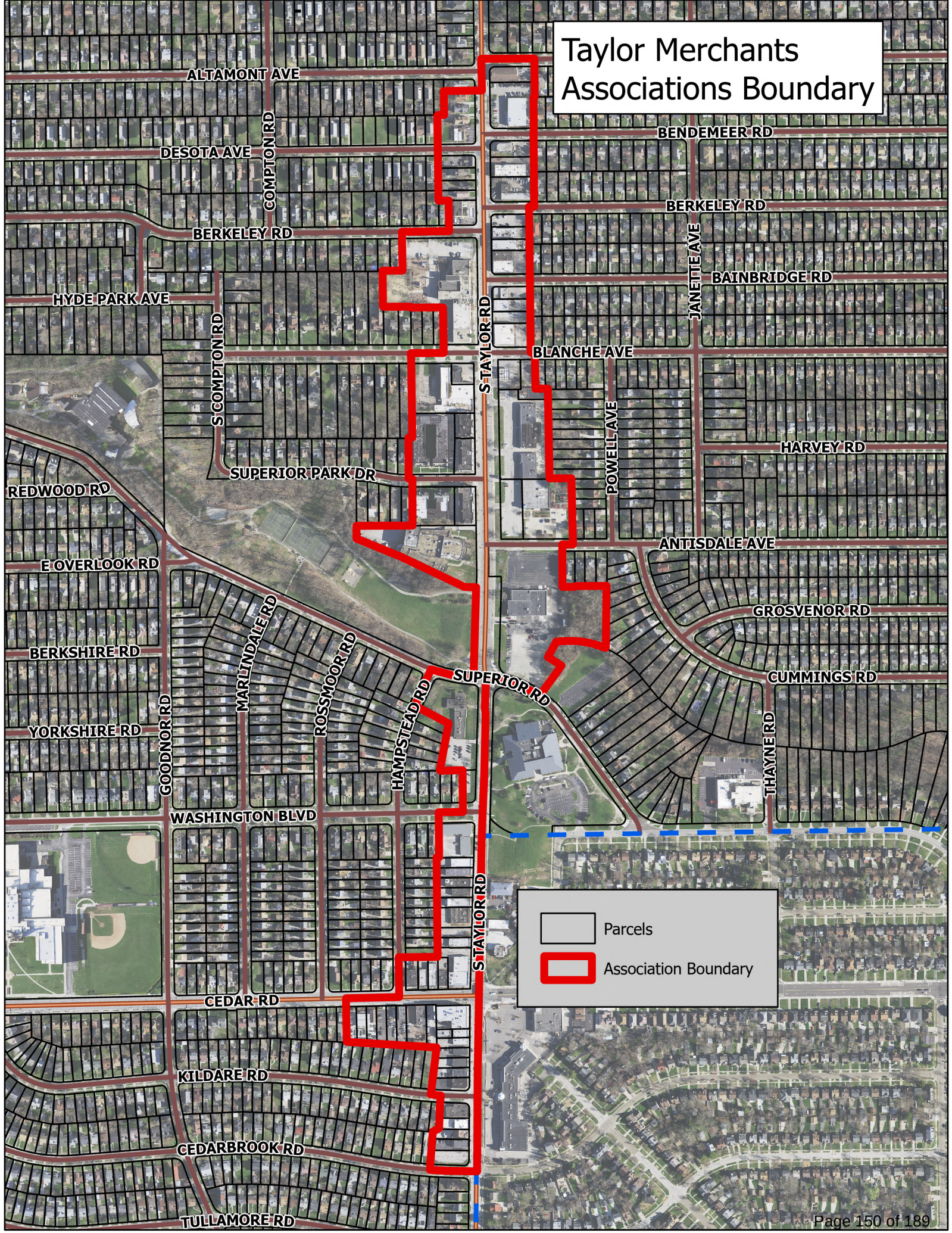
- Contract for snowplowing
 - Already established. Payments must be made asap
- Hire attorney
- Apply for nonprofit status with State of Ohio
- Apply for 501c3 status with Internal Revenue Service
- Contract for landscaping
- Create and approve logo designs for branding efforts
- Conduct strategy meetings with all merchants and building owners
 - Re-evaluate budget and determine priorities
- Initiate conversations with local artists including but not limited to fine artists, muralists, musicians and more
- Investigate grant opportunities
- Begin creation of promotional calendar
 - Determine the possibility of creating a truck promotion in Fall, 2026

E. BUDGET

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

Item	Year 1	Year 2	Year 3
Consulting	36,000.00	36,000.00	36,000.00
Accounting Fees	2,000.00	1,600.00	1,750.00
Legal Fees	2,100.00	1,500.00	1,000.00
State Filing Fees	600.00	-	-
Directors and Officers Insurance	600.00	650.00	700.00
Landscaping/Spring-Summer	2,345.00	2,345.00	15,000.00
Landscaping-Soil	250.00	250.00	250.00
Landscaping-Watering-5 months	3,000.00	3,000.00	19,500.00
Landscaping Tree Pits	1,000.00	1,000.00	1,000.00
Snowplowing-sidewalks	5,800.00	6,000.00	6,200.00
Landscaping Holiday	8,000.00	8,000.00	8,000.00
Planters		15,000.00	
Rock Salt 10 lb. bag for each merchant	850.00	900.00	950.00
Initial concept/design	1,000.00	-	-
Logo	750.00		
Door Stickers-100 printing	300.00	400.00	500.00
Website Design	5,000.00	-	-
Website Development-Backend	2,000.00	-	-
Website Dreamhost-Monthly	420.00	450.00	475.00
Website Infrastructure	700.00	-	-
Website Domain Registration	75.00	75.00	75.00
Website Monthly Maintenance	4,800.00	4,800.00	4,800.00
Social Media-Constant Contact-Monthly	3,300.00	3,300.00	3,300.00
Format Social and E-Newsletter	500.00	-	-
Monthly Social & E-Newsletter	4,000.00	4,000.00	4,000.00
Fall Promotion-Big Truck Event	2,000.00	2,000.00	2,000.00
Fall Promotion-Police Presence	2,000.00	2,000.00	2,000.00
Fall Promotion-Rack Card Design	600.00	700.00	800.00
Fall Promotion-Rack Card Printing	900.00	900.00	1,000.00
Fall Promotion-Rack Card Distribution	750.00	750.00	750.00
Summer Promotion-Social	3,000.00	3,000.00	3,000.00
Summer Promotion-Rack Cards Design	600.00	700.00	800.00
Summer Promotion-Rack Card Printing	900.00	900.00	1,000.00
Summer Promotion-Rack Card Distribut	500.00	550.00	575.00
Holiday Promotion-Christmas/Chanukah	3,000.00	3,000.00	3,000.00
Music for Promotions	2,000.00	2,200.00	2,225.00
Merchant Mixer-Food	750.00	750.00	750.00
Merchant Mixer-Food Kosher	750.00	750.00	750.00
Directories-Design	500.00	550.00	600.00
Directories-Printing	1,000.00	1,000.00	1,100.00
Directories-Distribution	500.00	500.00	500.00
Stock Photography	500.00	500.00	500.00
Illustration-Format	1,500.00	2,000.00	2,200.00
Artists/Talent for Summer/Winter	5,000.00	5,000.00	5,000.00
Rentals for Promotions	5,000.00	5,000.00	5,000.00
CH Police Monitoring for Events	2,000.00	3,000.00	4,000.00
Supplies	200.00	200.00	200.00
Postage and Delivery	200.00	200.00	200.00
Tote Bag Design	200.00	200.00	200.00
Tote Bags	400.00		
T-Shirt Design	400.00	-	-
T-Shirts	400.00	-	-
Winter Sledding Promotion	5,250.00	5,250.00	6,000.00
Contingency	30,000.00	30,000.00	30,000.00
Total	156,190.00	160,870.00	177,650.00

Taylor Merchants Associations Boundary



Parcels



Association Boundary



Date: 4/17/26

To: Bill Hanna, Law Director
City Council

From: Deanna Bremer Fisher, Strategic Initiatives Manager

Subject: EV Chargers

Purpose Statement: Authorize the Mayor to approve a contract with NOACA for design and installation of 8 EV Fast Chargers for public use.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

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

If yes, why?

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

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

NOPEC Energized Community Grant Funds



NOACA Charging and Fueling Infrastructure Project Partner Responsibilities Agreement

Partner: City of Cleveland Heights

Project(s):

Community	Site Name	Level 2 Ports (L2)	Fast Charger Ports (DCFC)
Cleveland Heights	Cleveland Heights City Hall	0	4
Cleveland Heights	Cleveland Heights Community Center	0	4

Each station is required to have at least 4 ports. Planning level estimated costs of stations meeting minimum requirements are in the table below. Estimates include design/engineer costs, charger equipment purchase, site work, electric hookup, installation, prepaid warranty, cloud services, and inspection. A 20% local match will be required from local partners. NOACA anticipates the engineering phase to begin in late 2026 and construction to begin in 2027.

Charging Station Type (Minimum 4 ports)*	Planning Level Design/Engineering/Construction Estimate**
(4) Level 2 Ports	\$87,000
(4) Fast Charger – DCFC - Ports	\$350,000
(2) Level 2 Ports & (2) DCFC Ports	\$223,000

*Additional chargers at a station will increase station costs

**Site characteristics, including electric hookup, will have impacts on station costs

The City of Cleveland Heights shall work with NOACA as a partner in the development and implementation of the stated EV charging station project(s). To ensure NOACA program objectives are being met, NOACA and Partner participation is required for each activity listed below. If these conditions are not met, NOACA reserves the right to cancel this agreement and withdraw or reduce its funding commitment.

1. Partner participation and review in the design process for each station site, including affirmation of location and minimum site requirements, and coordination with design engineer and construction contractors.
2. NOACA participation in and approval of media, press releases, and other widespread external communications and events regarding the projects.
3. The City of Cleveland Heights intends to provide the 20% local match for the design and construction phases upon receipt of an invoice from NOACA.

Authorized Representative

Grace Gallucci, Executive Director & CEO, NOACA

Date

Date

APPROVED AS TO LEGAL FORM

DIRECTOR OF LAW
CITY OF CLEVELAND HEIGHTS, OHIO

Proposed: 05/06/2026

RESOLUTION NO. 095-2026(MSES), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement with the Northeast Ohio Areawide Coordinating Agency for the design and installation of eight (8) DC Fast Charger electric vehicle charging points at City Hall and the Cleveland Heights Community Center.

WHEREAS, the City of Cleveland Heights seeks to advance sustainability, reduce greenhouse gas emissions, and support the transition to electric vehicles by expanding publicly accessible electric vehicle charging infrastructure; and

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (“NOACA”) administers federal and regional funding programs to support the deployment of electric vehicle charging infrastructure within Northeast Ohio; and

WHEREAS, NOACA has awarded funding to the City of Cleveland Heights for the design and construction of eight (8) DC Fast Charger (DCFC) ports, with four (4) ports to be located at Cleveland Heights City Hall and four (4) ports to be located at the Cleveland Heights Community Center; and

WHEREAS, the project scope includes design and engineering services to be performed in 2026, with construction and installation of the charging infrastructure anticipated to occur in calendar year 2027; and

WHEREAS, under the terms of the NOACA Charging and Fueling Infrastructure Project Partner Responsibilities Agreement, the City is required to provide a twenty percent (20%) local match for eligible project costs incurred during the design and construction phases; and

WHEREAS, the City plans to use One Hundred Forty Thousand Dollars (\$140,000.00) in previously awarded NOPEC Energized Community Grant Funds as the local match for project costs anticipated to be incurred in 2027; and

WHEREAS, this Council finds that entering into this contract with NOACA is in the best interest of the City and its residents and is necessary to promote public convenience, environmental sustainability, and regional transportation goals.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, OHIO:

SECTION 1. That the Mayor is hereby authorized to execute a contract and any related agreements with NOACA that are necessary for the design, engineering, construction, and installation of eight (8) DC Fast Charger (DCFC) electric vehicle

RESOLUTION NO. 095-2026(MSES)

charging ports, to be located at Cleveland Heights City Hall and the Cleveland Heights Community Center.

SECTION 2. That City Council hereby authorizes the use of up to \$140,000.00 in NOPEC Energized Community Grant Funds as the City's required local match for eligible project costs expected to be incurred in calendar year 2027, subject to receipt of invoices and compliance with NOACA program requirements.

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

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

SECTION 5. This Resolution shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor



Memorandum

Date: 4/22/26

To: Law Department

From: Deanna Bremer Fisher

Subject: Compost Program

Purpose Statement:

Continue and expand food waste compost program following completion of pilot program.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☐ No: ☒

If yes, why?

We anticipate continuing this program in subsequent years so we would have recurring legislation.

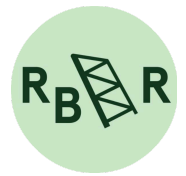
Is passage on first reading necessary: Yes: ☐ No: ☒

If yes, why?

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

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

Yes, \$100,000 is budgeted for 2026: 402.5101.3003



RUST BELT RIDERS

Cleveland Heights Composting Pilot Program 2026 Spring Report

A New Site in the Noble Neighborhood Expands Access!



Councilwoman Larson at the ribbon-cutting for the new site at Noble Library

CH Municipal Program: Spring 2026 Updates

Big wins in the CH program this spring! A brand new site launched at **Noble Library** on February 18th. Over 60 residents came out for the ribbon-cutting!

- **600 households** are enrolled in the CH composting pilot program
 - 48 households already signed up at the new Noble Library site
 - 552 households at the Dave's at Severance Center
- **217 64-gallon bins** have been collected so far
 - **33,859 lbs. of material** to date
- **Bin-count increased after Noble opening** from 8 bins to 12 bins weekly

Cleveland Heights' Impact	Estimated Value
Material Diverted	33,859 lbs.
Methane Emissions Avoided	29,796 lbs. CO ₂ e
Compost Produced	75 cubic yards
Miles Driven Offset	33,588 miles

Next Steps



We are excited for **FULL city-wide composting service** to begin on May 15th! The municipal program will now include all residents at the **Coventry and Lee Road sites**.

This will instantly expand free access to over 230 additional households.

Testimonials

This program has been **very popular with CH residents!** Here's what one said:

I'm so thankful for this trial! I've been wanting to do this for some time, but felt that as a one person household I wouldn't have much to contribute. I was so wrong! I can't believe how much I'm diverting from the landfill! Thank you Cleveland Heights for being so forward thinking! –Karen



Two Cleveland Heights residents at the Noble Library ribbon-cutting.



Questions? Don't hesitate to reach out!

Site Host Operations Contact

Natalie Senturk - Residential Programs Manager

nataliesenturk@rustbeltriders.com - (216) 800-4651 Ext. 2

Sales Contact

Zoe Apisdorf - Residential Sales Director

zoe@rustbeltriders.com

Proposed: 05/06/2026

RESOLUTION NO. 096-2026(MSES), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute an agreement for the continuation and expansion of the city-wide food scrap composting program through Rust Belt Riders Composting, LLC.

WHEREAS, in the United States, food waste is the single largest material type disposed of in municipal solid waste landfills, and organic materials decomposing in landfills generate methane, a potent greenhouse gas; and

WHEREAS, landfills are a significant source of methane emissions, and diversion of food scraps through composting is a proven method to reduce greenhouse gas emissions and improve waste management outcomes; and

WHEREAS, the City of Cleveland Heights has adopted a Climate Action and Resilience Plan that establishes a goal of diverting seventy-five percent (75%) of organic waste from landfills by the year 2030; and

WHEREAS, the City previously partnered with Rust Belt Riders Composting, LLC to implement an eight-month pilot food scrap composting program at two drop-off locations, which enrolled more than 600 households and diverted over 33,800 pounds of organic material from the landfill; and

WHEREAS, based on the success of the pilot program, the City desires to continue providing food scrap composting services to residents and to increase accessibility and participation by expanding the number of drop-off locations; and

WHEREAS, Rust Belt Riders Composting, LLC has submitted a proposal to continue the City-wide composting program and expand service to include two additional drop-off locations, bringing the total number of sites to four (4); and

WHEREAS, the expanded program will improve resident access to composting services, further reduce landfill waste and greenhouse gas emissions, advance environmental stewardship, and support community education and engagement; and

WHEREAS, City Council finds that continuation and expansion of the composting program with Rust Belt Riders Composting, LLC is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, OHIO:

SECTION 1. That the Mayor is hereby authorized to execute an agreement with Rust Belt Riders Composting, LLC, for the provision of municipal composting services

RESOLUTION NO. 096-2026(MSES)

and to expand the composting program up to December 31, 2026, and provide for two (2) additional drop-off locations for a total of four (4) composting sites as outlined in the proposal submitted by Rust Belt Riders Composting, LLC, attached hereto as Exhibit "A," for an amount not to exceed \$100,000.

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

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

SECTION 4. This Resolution 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

AGREEMENT

Between

THE CITY OF CLEVELAND HEIGHTS

And

RUST BELT RIDERS

THIS AGREEMENT for professional services is made this 14th day of May, 2025, between the City of Cleveland Heights ("City"), a municipal corporation of the State of Ohio, by and through its Mayor pursuant to C.O. 171.02., and Rust Belt Riders ("Consultant"), an Ohio corporation, by and through its duly authorized officer. City and Consultant may be individually referred to as a "Party" or collectively as "Parties."

RECITALS:

1. The City desires to supplement the regularly employed staff of the several departments of the City for the purpose of implementing a pilot composting program that will serve our community and potentially interested small businesses. The pilot will help assess feasibility, operations, and public engagement before considering citywide expansion. ("Project") for Client, and in return Client agrees to pay Consultant compensation as set forth herein; and.
2. Consultant has proposed by its proposal dated July 7, 2025 to provide such professional services to the City.
3. The City finds Consultant's Proposal acceptable and desires to hire and engage Consultant to supplement the staff of the City and furnish professional services in accordance with Consultant's Proposal and the terms, conditions and provisions in this Agreement.

IN CONSIDERATION OF THE FOREGOING, the payments and the mutual agreements of the parties contained in this Agreement, the parties agree as follows:

Section 1. Scope of Service

A. As of the date of this execution of this Agreement, the Consultant's Proposal of July 7, 2025 is attached as **Exhibit B**. Complete copy of **Exhibits** will be attached to the original of this Agreement on file in the City's Division of Accounts and made a part of this Agreement as if fully written in this Agreement, except as changed or modified by any provisions of this Agreement.

B. The City engages the services of Consultant and Consultant agrees to provide, professional services as defined in this Agreement in the Consultant's Proposal referred to as the "Work".

C. Any subcontract made by Consultant with the consent of the City shall incorporate by reference of all of the terms of this Agreement necessary for Consultant to meet its obligations to the City under this Agreement.

D. Consultant shall render such of the services included in the Work as may be requested by the Director. Such services shall be completed within the time period specified by the Director.

E. Consultant shall submit an appropriate written or oral report to the Director upon completion of each specific service requested.

F. At the request of the Director, Consultant shall provide a status report each month during the performance of the Work to describe the activities which took place during that month. The status report shall include reports of activities performed during the reporting period, activities planned for the next reporting period and should include descriptions of significant accomplishments, milestones, and problems encountered.

G. The term "Director", as used in this Agreement, shall mean and include the Office of the Mayor and such other duly authorized representatives as may be designated from time to time. The term "Consultant" shall mean Rust Belt Riders, its principals, officers, directors, employees, subcontractors, and subconsultants.

H. Approval by the Director, of services rendered under this Agreement, shall constitute only acknowledgement of performance, but shall not relieve or excuse Consultant from responsibility for any errors or omissions, and no fee or compensation will be paid to Consultant for the cost of rectification of any part of the Work required on account of such errors or omissions.

Section 2. Assistance of the City

The City shall assist Consultant to the extent possible as necessary during the term of this Agreement.

Section 3. Payments

A. The City shall pay Consultant for the accomplishment of all services in the performance of the Work hereunder a total cost ("Total Cost") not to exceed the amount of Thirty-Eight thousand, One Hundred and Sixty Dollars (\$38,160).

B. Consultant shall submit a monthly request for payment in writing to the Director for approval. Any request for payment shall include a description of the Work completed. Invoices shall provide the date services were rendered; the name of the City employee requesting the services; the project name and location where the services were performed; a detailed description of the particular services provided; citing to appropriate Fee schedule item; the time expended, if applicable; and the applicable rate or charge according to the Fee Schedule Item.

C. The City is exempt from all sales, use and excise taxes, and any other assessments in the nature of taxes. The City shall not pay any late charges, interest, finance charges or service charges.

D. Additional Services

No services beyond the scope of the Work or services that would require the City to exceed the Total Cost ("Additional Services") shall be compensated by the City except with prior approval of the City Board of Control, as necessary, and upon additional certification of funds for the costs of such services, issuance by the Director of a requisition and order for such services, and modification of this Agreement in writing. Invoices for Additional services shall be in the same detail and form as provided for regular services and shall be submitted monthly during the time the Additional Services are rendered.

Section 4. Cancellation

A. This Agreement may be cancelled by the City at any time with cause upon written notice of intent to cancel when either the progress or results achieved under this Agreement are unacceptable to the City.

B. If this Agreement is canceled by the City prior to completion, Consultant within ten (10) days of such cancellation, shall submit final progress report of the percentage of Work completed by the date of cancellation. The City shall pay Consultant for the Work completed as certified in this statement and as approved by the Director. Notwithstanding any other provision of this Agreement, including **Exhibits**, all records, documents, materials and working papers prepared as part of the Work under this Agreement shall become and remain the property of the City, and upon any such cancellation, Consultant shall turn over to the City all records, judgments, documents, working papers and

other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the Work by another Consultant.

Section 5. Assignment Prohibited; Subconsultants

A. Consultant may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement, nor shall any subconsultant commence performance of any part of the services included in this Agreement, without first obtaining written consent of the City, as expressed by resolution of its Board of Control. Upon any attempt by Consultant to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

B. Consultant shall be and remain solely responsible to the City for the acts or faults of any subconsultant and of such subconsultant's officers, agents and employees, each of whom shall for this purpose be deemed to be an agent or employee of Consultant to the extent of its subcontract. As a prior condition to approval of a subconsultant, Consultant shall file a conformed copy of the applicable subcontract with the City.

Section 6. Professional Responsibility; Indemnification

A. Professional Responsibility.

Consultant shall be responsible for the professional quality and technical accuracy of all services performed hereunder. Consultant shall be and remain liable to the City in accordance with applicable law for damage to the City caused by Consultant's negligence, error or omission in the performance of Consultant's professional services under this Agreement

B. Indemnification.

Consultant shall indemnify and save harmless the City and its respective officers, agents, employees, successors and assigns, for and from any and all suits, claims, fines, loss, cost damage, expense and liability from its failure to comply with all applicable laws, ordinances, orders and regulations in the performance of Consultant's services under this Agreement, and from loss of life or damage or injury to persons or property of any person, including but not limited to the agents, employees, invitees and licenses of the parties hereto and to the property of any of them, and of the parties hereto, arising out of or connected with and to the extent caused by negligent act, error or omission of Consultant or its subconsultants in their performance of this Agreement. Consultant shall, at its own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith. Furthermore, Consultant, at

its own expense, shall satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, employees, successors or assigns arising out of such litigation. Nothing stated in this Agreement shall prevent Consultant from seeking indemnification from Consultant's subconsultants. This indemnification clause shall survive the completion of the services to be performed under this Agreement and the termination of this Agreement.

Section 7. Insurance Requirement

A. Consultant and each of its subconsultants shall, at their expense and at all times during the performance of services, under this Agreement, maintain comprehensive general and professional liability insurance insuring themselves against the indemnification obligations undertaken in Section 6, Indemnity above. Consultant shall require subconsultants to obtain insurance and shall be responsible for enforcement of its subconsultant's obligation to obtain insurance to satisfy the requirements under this Agreement. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The comprehensive general liability insurance policy shall: be occurrence type; name the City as an additional insured; have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident; have a "per project" endorsement; and be primary with respect to Consultant's general liability, notwithstanding any other insurance covering the City. Consultant's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00). The professional liability insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies or insurance in amounts as follows:

Business Automobile Liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than the combined limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence.

B. Notice of Cancellation.

The insurance policy or policies provided hereunder shall provide as follows:

“The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland Heights.”

In addition to the notification required of Consultant's insurance company, Consultant shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland Heights, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

C. Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland Heights, Consultant shall immediately provide the Director of Law with an exact copy of the insurance policy or policies required by this Agreement.

D. Certificate of Insurance

Upon execution of this Agreement, Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) of insurance shall contain the notification provision set forth in paragraph B above. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to the endorsement. Consultant shall also provide a copy of the endorsement naming the City as an additional insured under Consultant's comprehensive general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date of this Agreement.

E. Policy

The policy or policies, certificate(s), Binder or Advice required in paragraphs C and D above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Consultant shall, immediately, provide a new policy meeting the requirements of the Director of Law.

F. No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Section 6, Indemnity above.

City's examination of, or failure to request or demand, any evidence of insurance under this Agreement, shall not constitute a waiver of any requirement of this Section 7 and the existence of any insurance shall not limit Consultant's obligations under any provisions of this Agreement.

Section 8. State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement to subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and to save the City harmless from any and all liability from or under the act. It shall also furnish, upon request by the City, a copy of the official certificate or receipt showing the payments referred to above.

Section 9. Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the Consultant on work performed under this terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may later be issued or promulgated under the respective laws by any duly authorized state or federal officials; and Consultant also agrees to indemnify and save harmless the City of Cleveland Heights from any such contributions or taxes or liability.

Section 10. Interest of Consultant

Consultant covenants that its principals have made no contributions to the Mayor of the City which would cause Consultant to be ineligible for the award of an unbid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code, and that it has executed and submitted to the City an affidavit of such effect. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Section 11. Defaults and Remedies

A. Default

Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. If Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of five (5) days after written notice thereof is given Consultant by the City;

2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation, (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors; or

3. If Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance be caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Remedies

Upon the happening of any one or more of the events as set forth in paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Without waiving such default, to pay any sum required to be paid by Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement, Consultant shall repay to the City, on demand, any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment and all expenses connected therewith:

2. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions thereof;

3. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance, all without terminating this Agreement; and/or

4. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and/or in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted in this Agreement or to which it may be otherwise entitled.

Section 12. Notice and Payments

All notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail, or first class U.S. mail, postage prepaid and addressed to the parties at the respective addresses set forth in this Agreement, or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail. Such notices shall be sent to:

To the City: Mayor
~~Director of~~ _____
City of Cleveland Heights
City Hall, Room _____
40 Severance Circle
Cleveland Heights, Ohio 44118

To Consultant: Robert Kurtz Sales Director
Rust Belt Riders Composting
2701 Saint Clair Ave. NE Cleveland Ohio 44114

Section 13. Non-Discrimination Clause

This Agreement is a "contract" for the purposes of C.O. 171.011 and Consultant is hereby notified that it is prohibited from discriminating against any individual in violation of C.O. Chapter 749. A copy of this clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all entities, persons, firms, employees, agents, affiliates, assigns, and with whom Performer may deal.

Section 14. O.R.C. Compliance

Consultant hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)

(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

Section 15. Miscellaneous

A. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing in this Agreement.

B. Nothing contained in this Agreement shall be deemed to constitute the City and Consultant as partners in a partnership or joint venture for any purpose whatsoever.

C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause in this Agreement may require, the same as if such words have been fully and properly written in the number and gender.

D. The headings of sections and paragraphs, if any, to the extent used are used for reference only, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

E. In the event that any term(s) or provision(s) of this Agreement are held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained in this Agreement, to the extent the same has been held to be invalid, illegal or unenforceable.

F. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

G. In the event of any variance among the provisions of this Agreement, the City's RFP and of Consultant's Proposal (**Exhibit B**), the provisions of the document shall govern in the following order: (1) this Agreement; (2) City's RFP, (3) Consultant's Proposal.

H. The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

I. This Agreement constitutes the entire Agreement of the parties and shall not be deemed amended except by a writing signed by the parties.

J. This Agreement and any claims arising under this Agreement or related to this Agreement, whether in contract or tort shall be governed by the laws of the Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

The following attached documents are incorporated with and made part of this Agreement:

1. **Exhibit A** – City’s RFP;
2. **Exhibit B** – Consultant’s Proposal

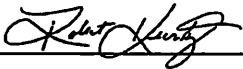
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THIS AGREEMENT, the parties have caused this instrument to be executed as of the day and year written above.

CITY OF CLEVELAND HEIGHTS

By: 
Mayor Kahlil Seren

[Consultant's Name] Rust Belt Riders Composting

By: 

Title: Sales Director

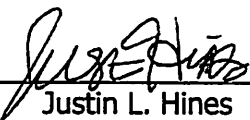
Robert Kurtz

Printed Name:

46-5133072
Taxpayer Identification Number

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

WILLIAM R. HANNA
Director of Law

By: 
Justin L. Hines
Assistant Director of Law

Date: 9/10/25

Cleveland Heights City-Wide Composting Program



City-Wide Municipal Program Proposal

Prepared by Rust Belt Riders

April 2026

Summary:

As communities across the country seek sustainable and cost-effective solutions to manage organic waste, The City of Cleveland Heights has an opportunity to lead by example and expand food-scrap composting access to all of its residents. Rust Belt Riders Composting, LLC (RBR) is proud to propose a **city-wide composting program expansion designed to divert food scraps from the landfills, reduce greenhouse gas emissions, and return valuable nutrients back to local soils.**

Starting in May of 2026, this proposal would allow Cleveland Heights to expand its successful municipal composting pilot program to full citywide service. All residents currently using the Coventry and Lee Road Drop-Off sites would now gain free access. These sites would join the two existing pilot locations in the municipal program, located at Dave's Supermarket (Severance Center) and the Noble Library branch. This would bring the city to **four total Drop-Off sites**, immediately **extending free access to more than 230 additional households—with capacity to enroll many more.**

This expansion advances the City's commitment to sustainability—immediately making composting more accessible and diverting more organic waste from landfills.

Site service is delivered by a team of more than 30 professionals, using commercial-grade vehicles and a dedicated administrative staff. Program deliverables include all materials, maintenance, cleaning, and signage. This proposal outlines the program costs, schedule, and opportunities for future partnership.



Resident Enrollment and Participation

Cleveland Heights residents can access the Drop-Off sites for free by enrolling through a **unique link provided and managed by RBR**, which the City will host on its website. Upon signing up, residents receive an instant Welcome Email with bin access information. Bins are secured with combination locks, using a code unique to the City's program, and members can start composting immediately. Enrollment allows RBR to communicate directly with participants, provide updates on site changes, and collect enrollment data to prepare Impact Reports.

Existing Cleveland Heights residents who are currently paying out of pocket to use the Coventry and Lee Road sites will have their memberships automatically converted into free memberships by RBR. New users will also be able to enroll at these sites for free.

How It Works

Neighborhood Drop-Off

- 1 Sign up! On the city's website,
through RBR's link
- 2 Receive the 4-digit lock code
- 3 Collect your food scraps at home.
- 4 Bring them to the bins to compost!



Site Location

This program will consist of four food-scrap Drop-Off sites. The bins will be open to enrolled residents, who will receive the lock code upon registration. Users and RBR vehicles will have access to the collection bins during normal business hours. Site Location is defined as follows:

Cleveland Heights City-Wide Composting Program



Site Location	Address
Dave's at Severance Center	3628 Mayfield Rd, Cleveland Heights, OH 44118
Noble Library	2800 Noble Road, Cleveland Heights, OH 44121
Lee Road: Church of the Savior	2537 Lee Road, Cleveland Heights, OH 44118
Coventry: Marc's Overflow Parking Lot	Across from the P.E.A.C.E. Park, accessible via Euclid Heights Blvd. (41°30'31.1"N 81°34'42.8"W)

Service

Schedule: The Service Schedule outlines the Site Location, the number of containers serviced each week, and the day of the week each Site will be serviced.

Site Location	Number of Containers on Site	Number of Services/Week	Service Days
Dave's at Severance Center	8	1	Monday
Noble Library	4	1	Monday
Lee Road: Church of the Savior	4	2	Monday
Coventry: Marc's Overflow Parking Lot	4	2	Monday

Weekly Pickups: Service will include maintenance of the containers, compostable liners for the containers, and cleaning of the containers on each day of service at the Site Locations. The weight of the material will be logged for tracking environmental impact and service usage.

Service Expansion: Service can be expanded to accommodate greater municipal usage through the addition of containers on site, frequency of service, or expansion to additional Site Locations.

Communication: RBR staff will communicate with the contact at the service location if any needs to amend the schedule arise. The City can also reach out to RBR for site, servicing, or program expansion needs by contacting support@rustbelttriders.com at least 24 hrs. in advance.

Vehicles: Service conducted through the use of our fleet which includes 16' box trucks and tipper trucks.

Acceptable Material:

All food scraps, including meat, dairy, bones, and eggshells, are acceptable material. Many uncoated paper products are also acceptable. Compostable serveware is required to be BPI-, CMA-, or TUV-certified. You can review our **What Can I Compost?** page for the full list: <https://www.rustbelttriders.com/whatcanicompost>

ACCEPTABLE			
We accept all food, BPI-certified single-use compostable items, and some paper products!			
Eaten and uneaten fruits and vegetables 	Meat and seafood 	Peels, rinds, pits and skins 	Pantry and dry storage items 
Moldy and expired food 	Bones, shells, eggshells 	Coffee grounds, tea, and filters 	Food soiled paper, compostable plastic, & BPI items 
UNACCEPTABLE			
Help us keep our bins free from plastic, yard waste, and other contamination!			
Plastic cups, containers, straws, etc. 	Styrofoam of any kind 	Regular plastic bags and wrappers 	Rubber bands and twist ties. 
Produce stickers 	Shiny cardboard boxes 	Large amounts of oil 	Yard debris 

Cleveland Heights City-Wide Composting Program



Program Outreach:

Rust Belt Riders will participate in three resident education events in Cleveland Heights to build awareness of food scrap composting and encourage participation in the City's composting program. These are included in the Program Launch Expenses quoted below.

These events will provide hands-on, accessible education about how composting works, what materials are accepted, and the environmental and community benefits of diverting food waste from landfill. RBR staff will engage directly with residents through demonstrations, Q&A, and clear sign-up information, helping to lower barriers to participation and drive early adoption of the program.

Impact Report:

An Impact Report can be requested of RBR at any time. The Impact Report includes the following diversion statistics, as well as program successes, resident testimonials, and photographs of the site and important program milestones. Here is an example of an [Impact Report](#) provided recently to the City of Lakewood.



Shaker Library Director Amy Switzer, next to the Metrostor bins at the Shaker Main Library Branch

Cleveland Heights City-Wide Composting Program



Service & Budget:

Program Launch Expenses

The Program Launch Expenses cover one-time costs for traditional **RBR Corral and Signage** OR optional **Metrostor bin enclosures at either one site or two sites** (see **summary of Enclosure Options below**). All options would include bin enclosures with customized signage featuring the City's logo and enrollment QR code.

Below is a summary of the Enclosure Options corresponding to the budget:

Program Launch Expenses: Enclosure Options				
Budget Option	Enclosure Type	Quantity	Enclosure Cost Total	Notes
Option 1	Metrostor Bins	8	\$30,340.00	4 Metrostor bin enclosures will be deployed at each of two of the program sites (RBR recommends the Coventry and Noble Library locations)
Option 2	Metrostor Bins	4	\$16,920.00	4 Metrostor bin enclosures will be deployed at one of the program sites (RBR recommends the Coventry location)
Option 3	RBR Corral	1	\$2,175.00	1 new RBR Corral with signage is deployed at the Church of the Saviour site, updating the current infrastructure.

Also quoted are **Outreach & Education (\$1500.00)**, where RBR will participate in community education to drive participation and reduce contamination, along with one hundred **5-Gallon RBR Buckets (\$1,200.00)**, which allow folks to get started collecting their scraps at home and encourage them to attend the ribbon-cutting.

Total Program Launch Expenses for 2026 range from \$4,875.00 to \$33,040.00, depending on whether an RBR corral or Metrostor bins are installed. See budget details link below for more information.

Service Expenses

This proposal includes bin service at all four sites, beginning when the Pilot Program ends on May 15, 2026. The monthly flat-rates assumes the costs for servicing the existing sites at Dave's and Noble Library and adds the service at the Coventry and Lee Rd. sites.

The City will be billed a predictable monthly flat rate based on the expected participation level of Cleveland Heights households. This rate is designed to support service for an estimated 116 bins per month, which aligns with anticipated enrollment of approximately 800 to 1,000 households.

The flat rate includes all service up to this projected capacity, ensuring consistent and scalable support as residents enroll. If participation exceeds expectations and additional bins are needed beyond the projected level, those will be billed at a per-service rate of \$85 per bin.

Total Service Expenses for 2026 (May 15-December 31) are estimated to be \$77,350.00.

Cleveland Heights City-Wide Composting Program



Below is a summary of the Service Expenses:

Service Expenses				
Year	Month	Estimated Bins per Month	Monthly Flat-Rate	Notes
2026	May	58	\$4,930.00	Program begins May 15th
	Jun	116	\$9,860.00	
	Jul	116	\$9,860.00	
	Aug	116	\$9,860.00	
	Sep	116	\$9,860.00	
	Oct	116	\$9,860.00	
	Nov	136	\$11,560.00	Holiday Service
	Dec	136	\$11,560.00	Holiday Service
	2026 Service Subtotal		\$77,350.00	

Full Budget Details:

Full budget details can be found here:

[+ Cleveland Heights: Updated City-Wide Service & Budget Proposal](#)

Conclusion

This proposal is designed to meet the City's immediate needs while launching a thoughtful, first-time program that establishes a strong foundation for future food scrap diversion efforts.

Through this initial partnership, Cleveland Heights can anticipate **diverting approximately 204,750 lbs. pounds of organic material** from the landfill between May 15 and December 31, 2026. This will prevent an estimated **90.1 tons of local greenhouse gas emissions** over the course of only seven and a half months. This composting service expansion continues Cleveland Heights' commitment to organics diversion and collective action, setting the City on a path toward a cleaner, more sustainable future.

Thank you for considering this proposal. We appreciate your efforts to make sustainable practices more accessible to residents of The City of Cleveland Heights!

Cleveland Heights City-Wide Composting Program



Contact

For any questions about this proposal please contact:

Pricing & Partnership

Zoe Apisdorf - Residential Sales and Partnerships Manager

zoe@rustbeltriders.com (216) 800-4651 Ext. 708

Enrollment, Site Operations, & Program Contact

Natalie Şentürk - Residential Programs Manager

nataliesenturk@rustbeltriders.com - (216) 800-4651 Ext. 2

Proposed: 05/18/2026

RESOLUTION NO. 107-2026(CRR), *First Reading*

By Mayor Petras and All City Council Members

A Resolution declaring June 2026 to be *LGBTQ+ Pride Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights historically has been a community that values and seeks diversity in its residents; and

WHEREAS, in 1982, this Council reaffirmed its commitment to diversity and tolerance by prohibiting discrimination in City employment based upon sexual orientation, as well as race, religion, sex, disability, and ethnic status; and

WHEREAS, in 2001, the Cleveland Heights Visioning Committee found that the overwhelming majority of Cleveland Heights residents consider diversity to be one of the community's strongest assets and that residents' lives are enriched because of the varying experiences and perspectives offered by residents of differing ethnicities, religions, racial groups, socio-economic status, and sexual orientations; and

WHEREAS, in 2002, this Council extended employment benefits to domestic partners of City employees; and

WHEREAS, in 2003, the citizens of Cleveland Heights initiated and passed an ordinance to provide for the establishment of a domestic partner registry which was the first of its kind in the State of Ohio; and

WHEREAS, in 2013 and 2014, this Council expanded the role and jurisdiction of the Fair Housing Board to hear and investigate discrimination complaints related to sexual orientation and gender identity occurring in places of public accommodation, education, employment, and housing, and renamed the Board the "Fair Practices Board"; and

WHEREAS, in 2018, this Council passed a resolution supporting the Ohio Fairness Act to ensure that all Ohio residents are able to enjoy basic freedom from discrimination where they work, live, and engage in commerce throughout the state; and

WHEREAS, this Council recognizes that it can build and strengthen the City of Cleveland Heights community by valuing those members who identify with the Lesbian, Gay, Bisexual, Transgender, and greater Queer community ("LGBTQ+") as colleagues, neighbors, family, friends, and partners; and

WHEREAS, this Council recognizes that LGBTQ+ communities endure prejudice, acts of hatred and violence, discrimination, and other challenges borne by those injustices; and

RESOLUTION NO. 107-2026(CRR)

WHEREAS, the City of Cleveland Heights is committed to equal rights for all Americans and is therefore proud to support all those committed to justice and equality in a crusade to outlaw discriminatory laws and practices and to protect LGBTQ+ communities from prejudice and persecution; and

WHEREAS, many communities and organizations across the United States will celebrate June 2026 as *LGBTQ+ Pride Month* to recognize the significant contributions that LGBTQ+ Americans have made throughout our nation's history.

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

SECTION 1. This Council hereby proclaims June 2026 to be *LGBTQ+ Pride Month*; recognizing the LGBTQ+ communities for the many contributions that have enriched our civic life; celebrating the progress made in creating a society more inclusive and accepting of the LGBTQ+ communities; and affirming its continued efforts to break down the walls of fear and prejudice in order to continue building a bridge towards understanding and tolerance, and until the members of the LGBTQ+ communities are afforded the equal rights, protection, and tolerance enjoyed by the greater United States community.

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 to the City of Cleveland Heights website.

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

TONY CUDA
President of Council

RESOLUTION NO. 107-2026(CRR)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 05/18/2026

RESOLUTION NO. 108-2026(CRR), *First Reading*

By Mayor Petras and All City Council Members

A Resolution proclaiming June 5, 2026, to be *National Gun Violence Awareness Day* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, every day, 130 people in the United States are killed by gun violence, and more than 260 are shot and wounded, with an average of more than 19,000-gun homicides every year; and

WHEREAS, Americans are twenty-five (25) times more likely to be victims of gun homicide than people in other developed countries; and

WHEREAS, Ohio has seen a 52% increase in total firearm deaths over the last 10 years, now averaging 1,820 per year; firearm homicides alone averaged 823 per year over the last three years, compared to 431 per year from 2010-2012 according to Ohio Department of Health; and

WHEREAS, protecting public safety in their communities is among lawmakers' highest responsibilities; and

WHEREAS, mayors, city managers, and law enforcement officers know their communities best, are most familiar with local criminal activity and how to address it, and are positioned to keep their communities safe; and

WHEREAS, by wearing orange on June 5, 2026, advocates across the United States seek to both raise awareness for gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, this Council is committed to reducing gun violence and pledges to support common sense gun control legislation and encourage responsible gun ownership in order to keep our children and community safe; and

WHEREAS, this Council passed Resolution No. 41-2018 to urge state and federal governments to enact common sense gun laws to help reduce gun violence; and

WHEREAS, the City of Cleveland Heights is honored to take part in the annual observance of *National Gun Violence Awareness Day* to remember and pay tribute to all victims and survivors of gun violence, and to declare that we as a country must do more to eliminate gun violence.

RESOLUTION NO. 108-2026(CRR)

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

SECTION 1. This Council hereby declares June 5, 2026, to be *National Gun Violence Awareness Day* in the City of Cleveland Heights and encourages residents to wear orange on that day in solidarity with those individuals and communities who have lost loved ones to gun violence, as well as those continuing the fight against gun violence.

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

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

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Gun Violence Awareness Day* in a timely manner. Wherefore, provided it receives the affirmative vote of five (5) or more 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

RESOLUTION NO. 108-2026(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor

Proposed: 05/18/202

RESOLUTION NO. 109-2026(CRR), *First Reading*

By Mayor Petras and All City Council Members

A Resolution recognizing May 17-23, 2026 as *National Public Works Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, public works is defined by the American Public Works Association as “the combination of physical assets, management practices, policies, and personnel necessary for government to provide and sustain structures and services essential to the welfare and acceptable quality of life for its citizens”; and

WHEREAS, public works professionals across all levels of government focus on infrastructure, facilities, and services that are of vital importance to achieving sustainable, resilient communities and public health; and

WHEREAS, the health, safety, comfort, and quality of life of the City of Cleveland Heights community greatly depends on the continuous and high-quality provision of such infrastructure, facilities and services by the staff of the City of Cleveland Heights Department of Public Works; and

WHEREAS, this Council recognizes that the accuracy and efficiency of such essential work is dependent on quality working conditions, positive leadership, and regular recognition of accomplishments; and

WHEREAS, the American Public Works Association has designated the week of May 17–23, 2026, as *National Public Works Week*, with the theme “Advancing Quality of Life for All,” to highlight how public works professionals contribute to the building and maintenance of a resilient, sustainable, and inclusive community.

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

SECTION 1. The week of May 17–23, 2026, is hereby designated as *National Public Works Week* in the City of Cleveland Heights.

SECTION 2. All citizens and community members are encouraged to recognize the contributions in which public works officials and staff make every day to protect our community health, safety, and well-being

SECTION 3. The City hereby extends its appreciation to all public works employees for their dedication and service to the community.

RESOLUTION NO. 109-202(CRR)

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

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

SECTION 6. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to join with other communities in this celebration and the need to proclaim *National Public Works Week* on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

JIM PETRAS
Mayor