



June 15, 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) Presentation(s)**
 - a. Keesha Allen, *Executive Director HRRC*
- 6) Proclamations and Honors**
 - a. CH-UH 100 Year Anniversary Proclamation
 - b. Carla Rautenberg and Deborah Van Kleef Proclamation
- 7) Communications from the Mayor**
- 8) City Administrator's Report**
- 9) Departmental Report(s)**
- 10) Report of the Clerk of Council**
 - a. *Notice to Legislative Authority for the transfer of a D-3/D-2X/D-2 liquor permit from Edwins Leadership & Restaurant Institute to Edwins Oyster Bar located at 12395 Cedar 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

ORDINANCE NO. 116-2026(PD): First Reading. An Ordinance adopting the City of Cleveland Heights' Comprehensive Plan for Affordable Housing and Down Payment Assistance Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 117-2026(AS): First Reading. A Resolution appointing Nikole McPheron and Dan Luscher as members of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH, to fill the remainder of unexpired terms; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council Member Cob, Council President Cuda, and Council Vice President Larson

RESOLUTION NO. 118-2026(AS): First Reading. A Resolution appointing Denise Baba as a member of the Transportation and Mobility Committee of the City of Cleveland Heights, OH; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council Member Cobb, Council President Cuda, and Council Vice President Larson

RESOLUTION NO. 119-2026(CRR): First Reading. A Resolution proclaiming July 2026 to be *National Parks and Recreation Month* in the City of Cleveland Heights; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

Introduced by Mayor Petras and All City Council Members

b. First Readings Only

ORDINANCE NO. 120-2026(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 241-2025 and subsequent amending

ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 121-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into a Community Cost Share Agreement with the Northeast Ohio Regional Sewer District; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 122-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with A & H Equipment, for the acquisition of a Pelican Three-Wheel Mechanical Street Sweeper for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 123-2026(F): First Reading. An Ordinance declaring improvements to a certain parcel within the City of Cleveland Heights to be a public purpose, exempting the improvements to such parcel from real property taxation for a period of 30 years; requiring the owners of such parcels to make service payments in lieu of taxes; establishing an Urban Redevelopment Tax Increment Equivalent Fund for the deposit of such payments; and approving a Development Agreement with the owner of said parcel; all pursuant to Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 124-2026(PD): First Reading. An Ordinance amending Ordinance No. 13-2019, as amended previously by Ordinance No. 11-2022 and Ordinance No. 195-2023, to reduce the number of Directors on the Board of Directors of the Cleveland Heights Community Improvement Corporation to include only the Mayor, President of Council, and the Director of the City's Department of Planning and Development, authorizing the Mayor to file appropriate Amended Articles of Incorporation, and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 125-2026(PD): First Reading. A Resolution establishing a Municipal Property Development and Disposition Committee and prescribing its composition, purpose, powers, duties, and procedures; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 126-2026(HB): First Reading. An Ordinance amending the City's Housing and Business Maintenance Codes by enacting new Subsection 1347.03(g), and repealing in their entirety Sections 1351.34 and 1369.16(c) of the City of Cleveland Heights, Ohio's Codified Ordinances.

Introduced by Mayor Petras

c. Second Readings

RESOLUTION NO. 114-2026(F): Second Reading. A Resolution approving the adoption of the 2027 Tax Budget; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 115-2026(CRR): Second Reading. An Ordinance amending Part One, Title Eleven, Chapter 171 of the Codified Ordinances of the City of Cleveland Heights to enact a new Section 171.02(h) "Contracts for youth, adult, and senior program services," to provide the City with greater flexibility when contracting with persons to administer the City's recreational programming or using City facilities to offer recreational programming to the public; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

13) Committee Reports

14) Public Comment - General

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce 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: JULY 6, 2026



Date: June 12, 2026

To: Cleveland Heights City Council

From: Brian Iorio, Department of Planning, Neighborhoods and Development

Subject: Housing Advisory Board Recommendation

Purpose Statement:

This ordinance is requesting City Council to adopt the recommendations of the Housing Advisory Board by adopting the City of Cleveland Heights' Comprehensive Plan for Affordable Housing and Down Payment Assistance Program. This request is a result of ORC Section 176 which prescribes actions that are needed to be taken in order to implement programs that provide for accessible housing when using non-federal sources of funding.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

In order to implement the DPA program immediately.

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

If yes, why?

In order to implement the DPA program immediately.

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

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



MEMORANDUM

TO: Members of City Council
FROM: Department of Planning, Neighborhoods and Development
DATE: June 11, 2026
RE: Housing Advisory Board Recommendation

Background

Because the proposed Down Payment Assistance (DPA) Program is funded with locally generated (non-federal) dollars, Ohio Revised Code Chapter 176 requires that a Housing Advisory Board review the program and recommend action to Council before adoption. The City designated its existing Housing Council to serve in this role and added members to meet the Code's composition requirements. The Board met on June 10, 2026, with a quorum present for all votes.

The Board was required to recommend on the Local Comprehensive Plan for Affordable Housing and was permitted, though not required, to recommend on the DPA Program. The Board acted on both.

Staff and the Home Repair Resource Center (HRRC), the City's HUD-certified housing counseling agency and longtime DPA administrator, presented the program. After discussion of revolving-fund recycling, potential tax treatment of loan forgiveness, the seller-occupancy safeguard, and deployment timing, the Board recommended approval. Key program features include:

- Income eligibility raised from 80 percent up to 120 percent AMI, with the maximum purchase price raised proportionally to reflect current local prices.
- A subsidy cap of \$30,000 for a single-family home and \$50,000 for an owner-occupied two-family home, with housing counseling and homeownership education required.
- Assistance structured as a loan secured by a second mortgage that is deferred until the transfer of the property, with 50 percent forgiveness for buyers under 80 percent AMI, or for buyers between 80 and 120 percent AMI purchasing in a qualified census tract.
- Safeguards including a seller-occupancy or 90-day vacancy requirement and a post-closing liquidity limit (roughly six months of PITI or \$5,000, whichever is greater).

Staff estimated the approximately \$600,000 available could assist roughly 12 to 20 households, and HRRC reported applicants already queued.

Recommendation

On a motion by Mr. Jones, seconded by Mr. Keri, the Housing Advisory Board voted unanimously to recommend that Council accept the Local Comprehensive Plan for Affordable Housing as required by ORC Chapter 176. City Staff concurs in that recommendation.

On a motion by Mr. Keri, seconded by Mr. Jones, the Housing Advisory Board voted unanimously to recommend that Council approve the Down Payment Assistance Program. City Staff concurs in that recommendation.

Staff therefore respectfully requests that Council adopt the legislation establishing the Down Payment Assistance Program.

Proposed: 06/15/2026

ORDINANCE NO. 116-2026(PD), *First Reading*

By Mayor Petras

An Ordinance adopting the City of Cleveland Heights' Comprehensive Plan for Affordable Housing and Down Payment Assistance Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, through the passage of Resolution No. 236-2024, this Council authorized the City to expend federally-awarded funds for the purpose of conducting a Down Payment Assistance Program through the Home Repair Resource Center ("HRRC");

WHEREAS, through the passage of Resolution No. 137-2025, this Council authorized the Mayor to execute a contract with HRRC for the purpose of supplementing the DPA Program funding with an additional Six Hundred Thousand Dollars (\$600,000) of the earmarked General Fund monies;

WHEREAS, Ohio Revised Code Section 176.04 provides, in part, that no municipal corporation shall expend moneys raised by taxation to provide, or assist in providing, housing until the legislative authority of the municipal corporation has approved a comprehensive plan for the development and maintenance of affordable housing within its boundaries and a written description of the purposes to which the moneys raised by taxation are proposed to be applied ("Housing Plan");

WHEREAS, through the passage of Ordinance No. 099-2026 and in accordance with R.C. 176.04, this Council consented to, inter alia, the Mayor's designation of the Community Reinvestment Area Housing Council to serve as the City's Housing Advisory Board; and

WHEREAS, the Department of Planning and Development submitted the City's proposed Comprehensive Plan and Down Payment Assistance Program to the Housing Advisory Board on May 15, 2026 and May 29, 2026, respectively.

WHEREAS, on June 10, 2026, the Housing Advisory Board met to provide comments to, and recommendations for, the proposed Comprehensive Plan and Down Payment Assistance Program, which have been incorporated therewith and attached hereto as Exhibit "A," and voted to submit both to this Council for its approval and adoption;

ORDINANCE NO. 116-2026(PD)

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

SECTION 1. The City's Comprehensive Plan for Affordable Housing and the Down Payment Assistance Program, attached hereto as Exhibit A, are hereby adopted. The Comprehensive Plan shall be effective for a period of five years and any actions taken heretofore towards the implementation and administration of said Plan and Program are hereby ratified.

SECTION 2. The Mayor is hereby authorized to execute any agreements, including promissory notes and mortgages securing such notes, or other instruments necessary for the proper administration of the Program. Such contracts and instruments shall be approved as to form by the Director of Law and contain any additional terms and conditions the Director deems necessary or advisable to protect the City's interests.

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

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

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants, such emergency being the need to process applications of recipients who are at risk of losing primary financing or options on properties should the loans and mortgages not be executed as soon as possible. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

ORDINANCE NO. 116-2026(PD)

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor



City of Cleveland Heights

Local Comprehensive Plan for Affordable Housing

Draft for Housing Advisory Board Review and City Council Consideration

1. Purpose and Legal Context

This Local Comprehensive Plan for the Development and Maintenance of Affordable Housing establishes Cleveland Heights' local policy framework for preserving, supporting, and providing affordable housing. It is intended to support the review process required before the City expends moneys raised by taxation or proceeds of general obligations for local affordable housing programs that involve the provision of housing.

For purposes of this plan, the Housing Advisory Board's (HAB) review role is limited in three ways. First, the Board reviews only non-federally funded programs. CDBG, HOME, and other federally funded activities remain governed by their federal planning, eligibility, environmental review, affordability, reporting, and monitoring requirements. Second, the Board reviews only program frameworks. It does not review individual homeowner applications, individual homebuyer assistance files, individual property acquisitions, individual rehabilitation scopes, individual resale transactions, or staff-level project approvals carried out under an approved program. Third, the Board reviews only programs that involve the provision of housing. At this time, that means down-payment assistance programs and purchase/rehabilitation/resale housing programs.

The Board may use this plan to advise City Council whether a covered program is consistent with the City's affordable housing goals; whether the program may cause displacement requiring relocation measures; the length of time for which housing will remain affordable to the targeted income group; and whether any local lending or assistance component fills a gap not reasonably available from private lenders on equivalent terms.

2. Relationship to the Consolidated Plan

The City's Draft PY 2025-2029 Consolidated Plan remains the primary federal planning document for CDBG, HOME, and related federally assisted activities. That plan identifies affordable housing as a high-priority need, with an emphasis on maintaining and creating homeownership opportunities, preserving neighborhood stability, rehabilitation activities, down-payment assistance, and support for residents with special housing needs.

This local plan does not replace the Consolidated Plan and does not create an additional local review requirement for federally funded activities. Instead, it uses the Consolidated Plan's housing findings and priorities as the factual and policy foundation for local, non-federal provision-of-housing programs that may require Housing Advisory Board review under the local process described above.

Housing-related activities that do not themselves provide housing, such as housing counseling, fair housing services, code enforcement, lead-safe rental compliance support, public services, public improvements, nuisance abatement, or home repair programs--remain important implementation tools under the Consolidated Plan and other City policies. They are included in this plan as context and coordination tools, but they are not covered Housing Advisory Board review programs unless Council establishes them as local programs that directly provide housing.

3. Community Housing Findings

Finding	Plan Significance
Older housing stock creates affordability pressure.	Cleveland Heights has a significant stock of older housing. The Consolidated Plan notes that most housing was built prior to 1945 and that repair costs can be a barrier for low- and moderate-income homeowners. Preservation and production tools should therefore be

	coordinated so that affordability is not lost through deterioration, code issues, or acquisition barriers.
Affordable ownership is a neighborhood stability strategy.	The City's housing strategy emphasizes maintaining and creating homeownership because stable ownership supports neighborhood stability, property maintenance, and long-term reinvestment.
Some renters are ready for ownership but need an affordability bridge.	Down-payment assistance can help qualified renters and first-time buyers access homeownership when private savings, closing costs, or purchase-price pressures would otherwise prevent a sustainable purchase.
Purchase/rehabilitation/resale can return deteriorated housing to productive use.	A locally supported acquisition, rehabilitation, and resale model can transform vacant, distressed, or substandard homes into safe and affordable ownership opportunities, while preserving the character of existing neighborhoods.
Special needs housing work is part of affordable housing policy.	Programs should consider elderly residents, persons with disabilities, families with children, and other priority populations where program designs can improve access to stable housing.
Lead safety and housing quality affect affordability.	Lead hazard control, safe rehabilitation, and code-compliant property conditions affect whether homes remain safe and financially sustainable for low- and moderate-income households.
Targeted neighborhood marketing is warranted.	While direct low/mod housing programs are generally available citywide, the Consolidated Plan calls for additional marketing in North Coventry and Noble Road Corridor neighborhoods to increase use of housing programs in those areas.
Countywide systems remain important.	Homelessness, public housing, vouchers, and supportive services are addressed primarily through countywide systems; local provision-of-housing programs should coordinate with those systems when appropriate.

4. Plan Vision

Cleveland Heights will maintain and expand housing affordability by preserving existing neighborhoods, helping qualified households become homeowners, and supporting mission-aligned acquisition, rehabilitation, and resale models that provide safe, decent, and affordable housing opportunities. Local provision-of-housing programs should complement, rather than duplicate, federal, county, state, nonprofit, and private market tools.

5. Priority Populations

- Extremely low-income, low-income, moderate-income, and middle-income households;
- Qualified low- and moderate-income renters who are prepared for homeownership and need down-payment assistance or related purchase assistance;
- First-time homebuyers and households who can sustain homeownership with appropriate assistance, counseling, and underwriting;
- Households able to purchase homes made affordable through local purchase/rehabilitation/resale programs;
- Elderly residents, persons with disabilities, and families with children where program design can expand access to safe, stable housing;
- Residents in or near low- and moderate-income areas and targeted planning areas where outreach can improve access to affordable housing programs;
- Households at risk of displacement due to loss of affordable ownership opportunities, deteriorated housing stock, or market conditions that reduce access to entry-level homes.

6. Geographic Priorities

Provision-of-housing programs that provide a direct low- and moderate-income housing benefit will generally be available citywide, subject to program eligibility, funding, underwriting, and property-specific feasibility. Citywide

availability is important because affordable housing needs are not limited to a single neighborhood and because fair housing choice should be preserved.

Within the citywide framework, the City may use targeted outreach, marketing, or coordinated investment in areas identified through HUD low- and moderate-income data, local planning, neighborhood plans, or blight and condition surveys. Targeted outreach may include:

- Low- and moderate-income census block groups;
- North Coventry;
- The Noble Road Corridor neighborhoods;
- Improvement Target Areas identified through approved survey work, including Noble/Mayfield, Mayfield/Lee, and Noble/Greyton, where relevant to acquisition, rehabilitation, resale, or complementary revitalization activities.

7. Affordable Housing Goals and Strategies

Goal 1: Preserve existing affordable owner-occupied housing.

- Continue home repair, senior repair, deferred loan, home stability, accessibility, and lead hazard reduction programs as important policy tools.
- Coordinate Housing Inspections, Office on Aging, HRRC, HPO, and partner referrals so cited or vulnerable homeowners receive timely information about available assistance.

Goal 2: Support affordable homeownership and neighborhood stability.

- Use locally funded down-payment assistance, where available, to help qualified households purchase homes in Cleveland Heights.
- Use housing counseling and financial literacy programs to prepare renters and first-time buyers for sustainable ownership.
- Review locally funded down-payment assistance at the program-framework level before local tax-supported resources are expended for the provision of housing.
- Adopt programs that support long-term affordability for both owner-occupied and rental housing.

Goal 3: Support responsible purchase/rehabilitation/resale housing models.

- Encourage acquisition, rehabilitation, and resale models where the City or a nonprofit, mission-aligned, or developer partner can return deteriorated homes to productive, affordable homeownership.
- Use affordability controls, resale or recapture provisions, buyer eligibility rules, and property standards appropriate to the amount and type of local assistance.
- Review locally funded purchase/rehabilitation/resale programs at the program-framework level; individual acquisitions, rehabilitation scopes, buyers, and resale transactions may proceed administratively if they fit the approved program.

Goal 4: Improve rental housing stability and fair housing choice.

- Maintain fair housing education, rental audits, sales and rental testing, tenant-landlord services, and eviction prevention activities as complementary housing tools.
- Support Lead Safe Rental Registration implementation through education, clearance assistance, and coordination with property owners.

Goal 5: Link housing investment to anti-poverty and neighborhood revitalization strategies.

- Coordinate provision-of-housing programs with public services, food access, benefits referral, job placement, transportation, domestic violence services, and senior services.
- Use code enforcement, nuisance abatement, infrastructure, and public facility investments to stabilize neighborhoods without displacing low- and moderate-income households.

- Coordinate affordable housing actions with the Master Plan, Complete and Green Streets Policy, Climate Action and Resiliency Plan, Comprehensive and Equitable Safety Action Plan, and neighborhood plans.
- Prioritize housing investments that place residents within safe and convenient walking, biking, or transit access of groceries, pharmacies, schools, parks, healthcare, public institutions, employment opportunities, and commercial services, but not to the exclusion of all other eligible requests for assistance. Encourage mixed-use development, including housing above or adjacent to commercial and institutional uses where appropriate.
- Recognize that location efficient housing can reduce household transportation costs, improve accessibility for seniors and persons with disabilities, support neighborhood commercial districts and advance the city's sustainability goals.

8. Covered Program Categories for Housing Advisory Board Review

For purposes of Housing Advisory Board review, a covered program is a non-federally funded City program that uses moneys raised by taxation or proceeds of general obligations to provide or assist in providing housing. The Board reviews the program framework, not the individual project, property, application, or transaction.

Currently, covered program categories are limited to:

- Down-payment assistance programs: local, non-federal assistance that helps eligible households purchase housing, including assistance with down payment, closing costs, purchase subsidies, subordinate financing, or similar buyer assistance mechanisms.
- Purchase/rehabilitation/resale housing programs: local, non-federal programs through which the City or an implementing partner acquires or supports the acquisition of housing, rehabilitates or supports rehabilitation of that housing, and sells or causes the sale of the housing to an eligible buyer or for an affordable housing purpose.

The following activities are not covered Housing Advisory Board review programs under this plan unless a future Council action restructures them as non-federal programs that provide housing: home repair grants or loans; senior home stability programs; accessibility modifications; lead hazard reduction or lead clearance assistance; housing counseling; fair housing services; tenant-landlord counseling; eviction prevention; code enforcement; nuisance abatement; public infrastructure; public facilities; public services; emergency food or benefits assistance; commercial revitalization; and federally funded activities.

9. Program Review Standards for the Housing Advisory Board

When the City proposes to use proceeds of general obligations or moneys raised by taxation for a covered provision-of-housing program, staff should submit a written program-purpose description to the Housing Advisory Board at least 15 days before Council approval of the program, and the comprehensive plan should be submitted to the Board at least 30 days before approval by Council when required.

The Board's comments should be directed to the proposed program framework. Once Council adopts or funds a program, staff may approve individual applications, agreements, loans, grants, inspections, draw requests, property acquisitions, rehabilitation scopes, and resale transactions under the adopted program rules without returning each matter to the Board, unless Council or the adopted program legislation requires otherwise.

Program Review Standard	Questions for Housing Advisory Board Review
Threshold coverage	Is the proposal a non-federally funded program that involves the provision of housing? If not, it is outside the Board review scope under this plan.
Consistency with the comprehensive plan	Does the covered program advance affordable homeownership, housing provision, neighborhood stability, priority populations, geographic priorities, or other goals in this plan?
Displacement and relocation	Could the program directly or indirectly displace households? If yes, what program-level notices, benefits, anti-displacement measures, or relocation procedures are proposed?

Affordability period	How long will assistance or units remain affordable to the targeted income group? Are program rules, loan terms, resale/recapture provisions, covenants, or other mechanisms sufficient?
Private lending equivalency	If the program includes City lending or financial assistance, are reasonably equivalent private lending products available? If not, what market gap does the program address?
Fair housing and access	Does the program affirmatively further fair housing, avoid discriminatory effects, expand access for protected classes, and support accessibility where appropriate?
Financial feasibility and leverage	Does the program use local resources to leverage private, state, county, philanthropic, owner, or other non-federal resources? Is the funding approach reasonable and sustainable?
Long-term stewardship	Is there a capable City department, nonprofit partner, lender, program administrator, or other entity responsible for program delivery, compliance, and monitoring?
Neighborhood impact	Will the program stabilize housing, reduce blight, improve safety, preserve affordability, or expand access without undermining existing residents?

10. Current and Anticipated Program Tools Subject to HAB Review

Program / Tool	Role Under This Local Plan
Locally funded down-payment assistance	Covered Housing Advisory Board review program when non-federal City funds, moneys raised by taxation, or general-obligation proceeds are used to provide or assist in providing housing.
Locally funded purchase/rehabilitation/resale/ rent housing program	Covered Housing Advisory Board review program when non-federal City funds, moneys raised by taxation, or general-obligation proceeds support acquisition, rehabilitation, and resale/rent of housing for an affordable housing purpose.
County, state, philanthropic, private, or partner-funded housing initiatives	May be considered by the Board only if the City adds non-federal tax-supported funding to a covered provision-of-housing program or adopts a local program framework requiring Council approval.

11. Affordability and Compliance Framework for Covered Programs

Covered programs reviewed under this plan should include affordability terms appropriate to the type, amount, duration, and source of non-federal assistance. The City should document program-level affordability requirements before implementation. Depending on the program, this may include:

- Recorded mortgage, note, lien, restrictive covenant, land-use restriction agreement, declaration, or other enforceable affordability instrument;
- Locally adopted affordability periods, resale or recapture provisions, income limits, property standards, or similar program rules where non-federal funds are used;
- Program eligibility documentation, income qualification, homebuyer standards, property standards, priority-population criteria, or geographic targeting where required by the program design;
- Loan terms, deferred payment provisions, forgiveness schedules, owner-occupancy requirements, repayment triggers, resale controls, or recapture requirements;
- Contractor standards, procurement requirements, lead-safe work practices, and other state or local compliance obligations where applicable;
- Periodic monitoring, beneficiary documentation, and closeout records sufficient to show that the program continues to serve the intended affordable housing purpose.

12. Program-Level Displacement, Relocation, and Anti-Displacement Principles

The City should avoid unnecessary displacement of low- and moderate-income households. Before approving a covered provision-of-housing program that may displace residents, the program-purpose description should identify the anticipated displacement risk, the households most likely to be affected, and the program-level measures that will be used to prevent, minimize, or address displacement.

For purchase/rehabilitation programs, displacement review should focus on whether properties are occupied, whether acquisition or rehabilitation could require temporary or permanent relocation, whether tenants or occupants receive required notices, and whether the program design includes an appropriate anti-displacement or relocation process. For down-payment assistance programs, displacement risk is generally lower, but the City should still consider whether program design could contribute to involuntary displacement or exclusionary access.

13. Private Lending and Market Gap Review for Local Lending or Assistance Programs

City lending or assistance programs should address gaps that private lenders do not adequately fill for low- and moderate-income households, first-time buyers, or affordable housing providers. Program-purpose descriptions for covered programs should explain whether reasonably equivalent private lending or assistance is available, and why City assistance is needed. Relevant factors may include underwriting barriers, closing-cost barriers, appraisal gaps, rehabilitation financing gaps, income limits, credit constraints, affordability periods, resale restrictions, or the need to make deteriorated properties financially feasible for affordable resale.

14. Implementation Responsibilities

Entity	Role
City Council	Adopts this plan, approves eligible non-federal covered program funding actions, and considers Housing Advisory Board comments and recommendations on covered programs.
Mayor and Administration	Appoints or designates the Housing Advisory Board subject to applicable requirements, oversees implementation, and submits covered program descriptions when required.
Housing Advisory Board	Reviews the comprehensive plan and covered non-federal program-purpose descriptions and advises Council on consistency, displacement, affordability duration, and private lending availability at the program level.
Department of Planning, Neighborhoods and Development	Administers CDBG and related community development programs; coordinates local housing programs; prepares covered program-purpose descriptions for Housing Advisory Board review when required. Coordinates homeowner repair, code compliance, senior stability, accessibility, and referral activities. These activities are not separately reviewed by the Board unless they become part of a covered provision-of-housing program.
Partner organizations	May include HRRC, fair housing providers, Start Right CDC, FutureHeights, Cuyahoga County, Cuyahoga County Board of Health, CMHA, EDEN, CHN, lenders, developers, and social service agencies. The Board reviews covered local program frameworks, not each partner transaction or federally funded project.

15. Monitoring and Annual Review of Covered Programs

The City should review implementation of this plan at least annually for covered non-federal provision-of-housing programs reviewed by the Housing Advisory Board. CDBG, HOME, and other federally funded activities should continue to be monitored through their respective federal and grant-specific procedures. Local annual review may include:

- Number and type of households assisted through locally funded down-payment assistance;

- Number and type of housing units acquired, rehabilitated, sold, or otherwise provided through purchase/rehabilitation/resale programs;
- Income levels and eligibility documentation for assisted households;
- Affordability periods, resale or recapture outcomes, and compliance with owner-occupancy or buyer requirements;
- Displacement, relocation, or tenant protection outcomes, especially for acquisition/rehabilitation activities;
- Program income, repayments, leverage, and use of public and private resources;
- Progress in targeted outreach areas, including North Coventry and Noble Corridor neighborhoods where applicable;
- Compliance with state and local requirements applicable to each non-federal funding source, with federal compliance tracked separately for federally funded activities.

16. Covered Program-Purpose Description Template

For each covered non-federal provision-of-housing program submitted to the Housing Advisory Board under R.C. Chapter 176, staff should prepare a concise written program-purpose description using the following format. This template is not intended for individual applications, property files, homebuyer files, rehabilitation scopes, or resale transactions.

Item	Description
Program name	
Program category	
Sponsoring department / implementing entity	
Non-federal funding source and proposed amount	
Whether moneys raised by taxation or general obligations are involved	
Program purpose	
Explanation of how the program provides or assists in providing housing	
Affordable housing need addressed	
Priority population served	
Estimated number and type of households or units to be assisted annually or over the funding period	
Income targeting or eligibility standards	
Affordability period and enforcement mechanism, if applicable	
Consistency with this plan	
Program-level displacement / relocation analysis	
Private lending availability analysis, if the program provides loans or financial assistance	
Fair housing / accessibility considerations	

State, local, procurement, lead-safe, or other compliance requirements	
Staff recommendation	
Housing Advisory Board comments and recommendations	

17. Adoption and Effective Period

This plan is intended to remain effective for Program Years 2026 through 2030 unless amended, replaced, or superseded by City Council. The plan may be updated to reflect new housing data, local funding sources, changes in state law interpretation, new program models, or future Council direction. If the City establishes additional non-federally funded programs that involve the provision of housing beyond down-payment assistance or purchase/rehabilitation/resale, those programs should be added to the covered program categories before or as part of Housing Advisory Board review.

Proposal for Programming: Down Payment Assistance

- Submitted May 26, 2026
- Administered by the Home Repair Resource Center

Item	Description
Program name	Cleveland Heights Down Payment Assistance Program
Program category	Down Payment Assistance Programs
Sponsoring department / implementing entity	Cleveland Heights Planning, Neighborhoods and Development Office/Home Repair Resource Center
Non-federal funding source and proposed amount	\$600,000 - General Funds (ARPA Revenue Replacement funds converted to General Fund)
Whether moneys raised by taxation or general obligations are involved	Moneys raised by taxation
Program purpose	The purpose of the Cleveland Heights Down Payment Assistance Programs is to expand access to homeownership throughout the city by supporting very low-, low-, moderate, and middle-income working households. Historically, many families within these income groups have faced limited access to homeownership opportunities and lacked the financial resources needed to purchase a home. Down payment assistance programs help remove these barriers by providing critical financial support, enabling more families to achieve stable housing, build equity, and create generational wealth—opportunities that have often been out of reach for low- to moderate-income households.
Explanation of how the program provides or assists in providing housing	By lowering the amount of cash buyers must bring to closing, the program makes homeownership more attainable for low- to middle-income households in Cleveland Heights. This assistance helps families transition from renting to owning, which can increase long-term housing stability and reduce displacement. The program also contributes to broader community development goals by: Encouraging owner occupancy and neighborhood investment, helping stabilize property values, supporting workforce retention within the city, promoting equitable access to housing opportunities, and creating pathways for families to build home equity and generational wealth.
Affordable housing need addressed	Cleveland Heights has a significant stock of older housing, much of it built before 1945, where repair costs and purchase prices can present barriers for low- and moderate-income buyers. Many households in the city are rent-burdened and ready for homeownership but lack the liquid savings needed to close. The City's Consolidated Plan identifies down payment assistance as a high-priority tool for maintaining homeownership opportunities and neighborhood stability. This program directly addresses that need for households up to 120% AMI who are otherwise unable to bridge the gap between savings and purchase costs.
Priority population served	Low to Middle Income First-Time Home-Buyers. Low- to middle-income is defined as households below 120% area median income. First-Time Homebuyer is defined as households that have not held an ownership interest in a principal residence in the preceding 3 years.

Estimated number and type of households or units to be assisted annually or over the funding period	An estimated 20 households over the funding period.
Income targeting or eligibility standards	Down Payment Assistance (in excess of a minimum 3.5% that a homebuyer would be required to provide from their own funds) will be made available to income-qualified first-time home buyers for the purchase of a home in the City of Cleveland Heights community. The maximum amount of down payment assistance available varies, based on the income of the qualified applicant, specifically as follows: - 17% of sales price or \$30,000 (whichever is less) for borrowers at or below 80% AMI, - 17% of sales price or \$30,000 (whichever is less) for borrowers at or below 120% AMI located inside of a qualified census tract - 13% of sales price or \$30,000 (whichever is less) for borrowers at or below 120% AMI located outside of a qualified census tract The borrower's income will be calculated at the time of application. Regarding two-family purchases, potential rental income will be added to the borrower's monthly income. The calculated total income must not exceed set income guidelines. The maximum amounts available will be based on the sliding scale above, with no more than \$5,000 or 6 months of PITI, whichever is greater, of liquid assets after buyer contribution. Program Guidelines: - Up to \$30,000 Down Payment Assistance for a Single Family-Home (The maximum value of the home may not exceed \$313, 500) - Up to \$50,000 Down Payment Assistance for a Two Family-Home (The maximum value of the home may not exceed \$402,000)
Affordability period and enforcement mechanism, if applicable	This is a deferred payment, zero (0%) interest loan. The loan is to be repaid immediately at the time of resale, transfer, or if the property becomes absentee-owned. This loan is secured by a second mortgage held by the City of Cleveland Heights. - 50% forgivable over 5 years for households under 80% AMI - 50% forgivable over 5 years for households under 120% AMI in qualified census tracts For households under 120% AMI outside a qualified census tract, the loan is to be repaid immediately at the time of resale, transfer, or if the property is no longer owner-occupied.
Consistency with this plan	This program is consistent with the Local Comprehensive Plan for Affordable Housing, which identifies locally funded down payment assistance as a covered program and supports expanding affordable homeownership for very low-, low-, moderate-, and middle-income households. This iteration of the program prevents applicants from receiving more funds than necessary, due to a rigorous review process. All underwriting and processing is completed by a HUD-certified housing counselor, who determines the amount of assistance using a formula (above) based on an applicant's household income, savings, debts, and assets. Additional requirements include inspecting every house to both local code requirements and federal health and safety standards and confirming that all major house systems have a five-year useful life. (Inspections done by the city.)
Program-level displacement / relocation analysis	Displacement risk for this program is low. The program assists buyers in purchasing homes; it does not acquire or demolish occupied

	properties. Homes must be either owner-occupied by the seller or vacant for at least 90 days prior to sale, which ensures no tenants are displaced by program-assisted transactions. The program is expected to reduce displacement risk overall by helping income-qualified households transition from renting to stable homeownership.
Private lending availability analysis, if the program provides loans or financial assistance	Private lenders generally do not offer down payment assistance as a standalone product. While conventional and FHA mortgage products are available in Cleveland Heights, they require borrowers to supply their own down payment funds (typically 3–20% of the purchase price) as a condition of the loan. For very low-, low-, moderate-, and middle-income first-time buyers, the inability to accumulate those funds is precisely the barrier to homeownership this program addresses. No private lender operating in the market offers a zero-interest, partially forgivable second mortgage for down payment and closing cost assistance on equivalent terms. The City's program fills a documented gap that private lending does not cover.
Fair housing / accessibility considerations	The program is marketed affirmatively and made available on a non-discriminatory basis to all eligible applicants regardless of race, color, religion, national origin, sex, disability, familial status, sexual orientation and gender identity or any other protected class under federal, state, or local fair housing law. All underwriting and eligibility determinations will be made by a HUD-certified housing counselor using objective income, savings, and debt criteria. Properties assisted through the program must meet local code and federal health and safety standards, which supports accessibility and habitability for all assisted households.
State, local, procurement, lead-safe, or other compliance requirements	The Property Must Be Inspected for Code Violations and Lead/Defective Paint: • The property must be occupied by the seller or vacant for a minimum of 90 days. • Defective paint issues must be satisfied prior to application and initial inspection by the City of Cleveland Heights. • Health and safety code violations must be satisfied before the owner can receive approval to occupy the home.
Staff recommendation	Community Development Staff recommend that the Housing Advisory Board recommend this program to City Council. This program mimics the Federally-funded HOME Down Payment Assistance Program, however, with higher assistance caps, income limits and purchase limits in order to accommodate middle-income households.

Housing Advisory Board comments and recommendations	Incorporated with Comprehensive Plan for Affordable Housing.

Proposed: 06/15/2026

RESOLUTION NO. 117-2026(AS), *First Reading*

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

A Resolution appointing Nikole McPheron and Dan Luscher as members of the Parks and Recreation Advisory Board of the City of Cleveland Heights, OH, to fill the remainder of unexpired terms; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Chapter 141 of the Codified Ordinances of the City of Cleveland Heights, OH ("City") establishes the Parks and Recreation Advisory Board, consisting of twelve (12) members, all of whom shall be Cleveland Heights residents. Permanent members of such board shall be the Chairman of the Council Committee having jurisdiction of the subject matter thereof or a member of that Committee, a member of the Board of Education of the Cleveland Heights-University Heights School District or its designee, and a member of the Cleveland Heights-University Heights Library Board or its designee. The remaining citizen members shall be appointed by Council for four (4) year terms, expiring the last day of December. Citizen members shall serve no more than two (2) consecutive four (4) year terms or a total of eight (8) consecutive years.

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

SECTION 1. This Council hereby appoints Nikole McPheron and Dan Luscher as members of the Parks and Recreation Advisory Board to fill the remainder of unexpired terms ending December 31, 2028.

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

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

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the uninterrupted operation of the Parks and Recreation Advisory Board of the City. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in

RESOLUTION NO. 117-2026(AS)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

Proposed: 06/15/2026

RESOLUTION NO. 118-2026(AS), *First Reading*

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

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

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

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

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

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

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

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

TONY CUDDA
President of Council

RESOLUTION NO. 118-2026(AS)

ADDIE BALESTER
Clerk of Council

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

Proposed: 06/15/2026

RESOLUTION NO. 119-2026(CRR),
First Reading

By Mayor Petras and All City Council
Members

A Resolution proclaiming July 2026 to be *National Parks and Recreation Month* in the City of Cleveland Heights; and declaring the necessity that this Resolution become immediately effective as an emergency measure.

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Cleveland Heights; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as *Parks and Recreation Month*; and

WHEREAS, the City of Cleveland Heights is honored to take part in the annual observance of *National Parks and Recreation Month* to distinguish Cleveland Heights as an attractive and desirable community to live, work, play, and visit.

RESOLUTION NO. 119-2026(CRR)

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

SECTION 1. This Council hereby proclaims July 2026 to be *National Parks and Recreation Month* in the City of Cleveland Heights and encourages residents to take advantage of the many opportunities to participate in parks and recreation programs and to enjoy the over 140 acres of parkland, multiuse paths, trails and playgrounds available throughout the City.

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

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution 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 recognize *National Parks and Recreation Month* on a timely basis. 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 by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor



Date: 6/5/2026

To: City Council

From: Joe Brodzinski, Finance Director

Subject: Budget Amendment Requests

Purpose Statement: Finance is requesting a budget amendment totaling \$602,000.27 for the following item(s):

To appropriate funds associated with the Street Sweeper purchase for the Streets Division. This amendment will be needed to fund the contract with A&H Equipment, which is also being submitted by Public Works for the June 15th Council meeting-\$302,000.27.

To appropriate funds for estimated costs associated with the Cumberland Pool owner's rep. contract- \$300,000.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To fund the contracts once legislation is passed.

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?

\$302,000.27- Streets Fund (#201) Unencumbered Cash (To be Reimbursed 100% via Cost Sharing Agreement)

\$300,000- Finance Capital Projects (#402) Unencumbered Cash

\$602,000.27- Total

2026 Budget Adjustments
Ordinance #120-2026
Cash Supplement and Inter-Departmental Transfers
6/15/2026

Fund #	Fund Description	2026 Budget Adjustment	Fund	Department No.	Department Description	Account	Description	Account Classification	2026 Budget Adjustment	Budget Adjustment Notes	Funding Source
201	Street Construction Maintenance & Repair Fund	\$ 302,000.27	201	6208	Street Construction	3004.0	Capital Equipment	Capital	\$ 302,000.27	Budget Amendment to fund Street Sweeper purchase. Initially funds to be paid from Street's Unencumbered Cash. To be 100% reimbursed via Cost Sharing Agreement.	Offset by Cost Sharing Agreement
Budget Adjustment Total		<u>\$ 302,000.27</u>	Budget Adjustment Total							<u>\$ 302,000.27</u>	
402	Financed Capital Projects Fund	\$ 300,000.00	402	8403	Swimming Pools	3040.99	Cumberland Swimming Pool Project	Capital	\$ 300,000.00	Budget Amendment to fund estimated costs associated with the Cumberland Pool Project's owner's rep contract.	Budget Increase-From F402 UE Cash Balance
Budget Adjustment Total		<u>\$ 300,000.00</u>	Budget Adjustment Total							<u>\$ 300,000.00</u>	
Grand Total Budget Adjustment		<u><u>\$ 602,000.27</u></u>	Grand Total Budget Adjustm							<u><u>\$ 602,000.27</u></u>	

Budget Increase Funding Source	Budget Impact
Budget Increase-From Fund 101 UE Cash	\$ -
Budget Increase-From Fund 213 UE Cash	\$ -
Budget Increase-From Fund 402 UE Cash	\$ 300,000.00
Intradepartment Transfer	\$ -
Interdepartment Transfer	\$ -
Offset by Revenue Increase Received**	\$ -
Offset by Decert of PY Encumbrance **	\$ -
Offset by Cost Sharing Agreement**	\$ 302,000.27
Offset by Reimbursable Grant**	\$ -
	\$ 602,000.27

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

Requesting
Department

Public Works

Parks & Rec

Proposed: 06/15/2026

ORDINANCE NO. 120-2026(F), *First Reading*

By Mayor Petras

An Ordinance to amend certain subparagraphs of Ordinance No. 241-2025 and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to amend certain appropriations made through Ordinance No. 241-2025, and subsequent amending ordinances in the manner more fully described herein,

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

SECTION 1. Certain subparagraphs of Ordinance No. 241-2025 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2026 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit A, attached hereto. All appropriations not so amended shall remain in full force and effect through the passage of this Ordinance.

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

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

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

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and continuous need to preserve the faith and credit of the City. Wherefore, provided it

ORDINANCE NO. 120-2026(F)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Adjustments YTD	Amended Budget
101 - General	1101 - City Council	Personal Services	\$229,421.00		\$229,421.00						\$0.00	\$229,421.00
		O.T.P.S.	\$152,300.00		\$152,300.00						\$0.00	\$152,300.00
	1101 - City Council Total		\$381,721.00	\$0.00	\$381,721.00						\$0.00	\$381,721.00
												\$0.00
	2101 - Mayor	Personal Services	\$681,399.00		\$681,399.00						\$0.00	\$681,399.00
		O.T.P.S.	\$204,250.00		\$204,250.00						\$0.00	\$204,250.00
	2101 - Mayor Total		\$885,649.00	\$0.00	\$885,649.00						\$0.00	\$885,649.00
												\$0.00
	2106 - Civil Service Commission	Personal Services	\$2,680.00		\$2,680.00						\$0.00	\$2,680.00
		O.T.P.S.	\$37,000.00		\$37,000.00						\$0.00	\$37,000.00
	2106 - Civil Service Commission Total		\$39,680.00	\$0.00	\$39,680.00						\$0.00	\$39,680.00
												\$0.00
	2107 - Landmark Commission	O.T.P.S.	\$34,465.00		\$34,465.00						\$0.00	\$34,465.00
	2107 - Landmark Commission Total		\$34,465.00	\$0.00	\$34,465.00						\$0.00	\$34,465.00
												\$0.00
	2108 - General Operations	Personal Services	\$572,940.00		\$572,940.00					\$554,650.00	\$0.00	\$572,940.00
		O.T.P.S.	\$1,770,700.00		\$1,770,700.00						\$554,650.00	\$2,325,350.00
	2108 - General Operations Total		\$2,343,640.00	\$0.00	\$2,343,640.00						\$554,650.00	\$2,898,290.00
												\$0.00
	2201 - Information Technology	Personal Services	\$554,888.00		\$554,888.00						\$0.00	\$554,888.00
		O.T.P.S.	\$381,194.00		\$381,194.00						\$0.00	\$381,194.00
		Capital	\$106,433.00		\$106,433.00						\$0.00	\$106,433.00
	2201 - Information Technology Total		\$1,042,515.00	\$0.00	\$1,042,515.00						\$0.00	\$1,042,515.00
												\$0.00
	2501 - Community Relations	Personal Services	\$686,294.00		\$686,294.00						\$0.00	\$686,294.00
		O.T.P.S.	\$172,093.00	\$150,000.00	\$322,093.00						\$0.00	\$322,093.00
	2501 - Community Relations Total		\$858,387.00	\$150,000.00	\$1,008,387.00						\$0.00	\$1,008,387.00
												\$0.00
	3101 - Finance	Personal Services	\$970,843.00		\$970,843.00						\$0.00	\$970,843.00
		O.T.P.S.	\$346,560.00		\$346,560.00						\$0.00	\$346,560.00
	3101 - Finance Total		\$1,317,403.00	\$0.00	\$1,317,403.00						\$0.00	\$1,317,403.00
												\$0.00
	3103 - County Auditors Deduction	O.T.P.S.	\$250,000.00		\$250,000.00						\$0.00	\$250,000.00
	3103 - County Auditors Deduction Total		\$250,000.00	\$0.00	\$250,000.00						\$0.00	\$250,000.00
												\$0.00
	3201 - Income Tax	O.T.P.S.	\$1,176,750.00		\$1,176,750.00						\$0.00	\$1,176,750.00
	3201 - Income Tax Total		\$1,176,750.00	\$0.00	\$1,176,750.00						\$0.00	\$1,176,750.00
												\$0.00
	3301 - Human Resources	Personal Services	\$401,055.00		\$401,055.00						\$0.00	\$401,055.00
		O.T.P.S.	\$103,500.00		\$103,500.00						\$0.00	\$103,500.00
	3301 - Human Resources Total		\$504,555.00	\$0.00	\$504,555.00						\$0.00	\$504,555.00
												\$0.00
	4101 - Law	Personal Services	\$1,118,337.00	\$154,000.00	\$1,272,337.00						\$0.00	\$1,272,337.00
		O.T.P.S.	\$566,550.00		\$566,550.00						\$0.00	\$566,550.00
		Capital	\$15,000.00		\$15,000.00						\$0.00	\$15,000.00
	4101 - Law Total		\$1,699,887.00	\$154,000.00	\$1,853,887.00						\$0.00	\$1,853,887.00
												\$0.00
	5101 - Planning	Personal Services	\$2,814,116.00		\$2,814,116.00						\$0.00	\$2,814,116.00
		O.T.P.S.	\$488,910.00	\$100,000.00	\$588,910.00	\$22,170.00	\$750,000.00	\$250,000.00			\$1,222,170.00	\$1,811,080.00
		Capital	\$21,000.00		\$21,000.00						\$0.00	\$21,000.00
	5101 - Planning Total		\$3,324,026.00	\$100,000.00	\$3,424,026.00						\$1,222,170.00	\$4,646,196.00
												\$0.00
	5102 - Planning Commission	Personal Services	\$7,870.00		\$7,870.00						\$0.00	\$7,870.00
		O.T.P.S.	\$200.00		\$200.00						\$0.00	\$200.00
		Capital	\$5,350.00		\$5,350.00						\$0.00	\$5,350.00
		Non-Government	\$100.00		\$100.00						\$0.00	\$100.00
	5102 - Planning Commission Total		\$13,520.00	\$0.00	\$13,520.00						\$0.00	\$13,520.00
												\$0.00
	5103 - Board Of Zoning Appeals	Personal Services	\$5,475.00		\$5,475.00						\$0.00	\$5,475.00
		O.T.P.S.	\$5,600.00		\$5,600.00						\$0.00	\$5,600.00
		Non-Government	\$350.00		\$350.00						\$0.00	\$350.00
	5103 - Board Of Zoning Appeals Total		\$11,425.00	\$0.00	\$11,425.00						\$0.00	\$11,425.00
												\$0.00
	5104 - SID (Spec Impr District)	O.T.P.S.	\$524,262.00		\$524,262.00						\$0.00	\$524,262.00
	5104 - SID (Spec Impr District) Total		\$524,262.00	\$0.00	\$524,262.00						\$0.00	\$524,262.00
												\$0.00
	5106 - Architect Bd of Review	Personal Services	\$5,985.00		\$5,985.00						\$0.00	\$5,985.00
		O.T.P.S.	\$5,750.00		\$5,750.00						\$0.00	\$5,750.00
		Non-Government	\$750.00		\$750.00						\$0.00	\$750.00
	5106 - Architect Bd of Review Total		\$12,485.00	\$0.00	\$12,485.00						\$0.00	\$12,485.00
												\$0.00
	5303 - CDBG Housing Pres Office	O.T.P.S.	\$900,000.00		\$900,000.00					\$921,520.00	\$921,520.00	\$1,821,520.00
	5303 - CDBG Housing Pres Office Total		\$900,000.00	\$0.00	\$900,000.00						\$0.00	\$900,000.00
												\$0.00
	5602 - SBA Performance Grants	O.T.P.S.	\$150,000.00		\$150,000.00						\$0.00	\$150,000.00
	5602 - SBA Performance Grants Total		\$150,000.00	\$0.00	\$150,000.00						\$0.00	\$150,000.00
												\$0.00
	6201 - Service Admin	Personal Services	\$546,512.00		\$546,512.00						\$0.00	\$546,512.00
		O.T.P.S.	\$15,085.00		\$15,085.00						\$0.00	\$15,085.00
		Capital	\$11,200.00		\$11,200.00						\$0.00	\$11,200.00
	6201 - Service Admin Total		\$572,797.00	\$0.00	\$572,797.00						\$0.00	\$572,797.00
												\$0.00
	6202 - Capital Projects Admin	O.T.P.S.	\$50,000.00		\$50,000.00						\$0.00	\$50,000.00
	6202 - Capital Projects Admin Total		\$50,000.00	\$0.00	\$50,000.00						\$0.00	\$50,000.00
												\$0.00
	6207 - Vehicle Maintenance	Personal Services	\$1,426,723.00		\$1,426,723.00						\$0.00	\$1,426,723.00
		O.T.P.S.	\$1,497,690.00		\$1,497,690.00						\$0.00	\$1,497,690.00
		Capital	\$32,000.00		\$32,000.00						\$0.00	\$32,000.00
	6207 - Vehicle Maintenance Total		\$2,956,413.00	\$0.00	\$2,956,413.00						\$0.00	\$2,956,413.00
												\$0.00
	6208 - Street Maintenance	Personal Services	\$1,933,887.00		\$1,933,887.00						\$0.00	\$1,933,887.00
		O.T.P.S.	\$713,975.00		\$713,975.00						\$0.00	\$713,975.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026	Budget Adj. 1/20/26	Budget Adj. 3/26/26	Budget Adj. 5/4/26	Budget Adj. 6/1/26	Budget Adj. 6/15/26	Adjustments YTD	Amended Budget
					Amended Budget	Ordinance #8-2026#	Ordinance #65-2026	Ordinance #97-2026	Ordinance #111-2026	Ordinance #120-2026		
		Capital	\$21,500.00		\$21,500.00						\$0.00	\$21,500.00
	6208 - Street Maintenance Total		\$2,669,362.00	\$0.00	\$2,669,362.00						\$0.00	\$2,669,362.00
	6211 - Traffic Signs & Signals	Personal Services	\$77,700.00		\$77,700.00						\$0.00	\$77,700.00
		O.T.P.S.	\$233,225.00		\$233,225.00						\$0.00	\$233,225.00
	6211 - Traffic Signs & Signals Total		\$310,925.00	\$0.00	\$310,925.00						\$0.00	\$310,925.00
	6225 - DPW Public Property	Personal Services	\$852,500.00		\$852,500.00						\$0.00	\$852,500.00
		O.T.P.S.	\$1,296,000.00		\$1,296,000.00						\$0.00	\$1,296,000.00
	6225 - DPW Public Property Total		\$2,148,500.00	\$0.00	\$2,148,500.00						\$0.00	\$2,148,500.00
	7201 - Police Admin	Personal Services	\$14,388,162.00		\$14,388,162.00						\$0.00	\$14,388,162.00
		O.T.P.S.	\$733,441.00		\$733,441.00						\$0.00	\$733,441.00
	7201 - Police Admin Total		\$15,121,603.00	\$0.00	\$15,121,603.00						\$0.00	\$15,121,603.00
	7202 - Police Academy	Personal Services	\$221,500.00		\$221,500.00						\$0.00	\$221,500.00
		O.T.P.S.	\$84,000.00		\$84,000.00						\$0.00	\$84,000.00
	7202 - Police Academy Total		\$305,500.00	\$0.00	\$305,500.00						\$0.00	\$305,500.00
	7301 - Fire Admin	Personal Services	\$12,668,564.00		\$12,668,564.00						\$0.00	\$12,668,564.00
		O.T.P.S.	\$507,995.00		\$507,995.00						\$0.00	\$507,995.00
	7301 - Fire Admin Total		\$13,176,559.00	\$0.00	\$13,176,559.00						\$0.00	\$13,176,559.00
	7302 - Joint Dispatch Office	O.T.P.S.	\$1,194,309.00		\$1,194,309.00						\$0.00	\$1,194,309.00
	7302 - Joint Dispatch Office Total		\$1,194,309.00	\$0.00	\$1,194,309.00						\$0.00	\$1,194,309.00
	7303 - Fire Prevention	Personal Services	\$262,269.00		\$262,269.00						\$0.00	\$262,269.00
		O.T.P.S.	\$26,451.00		\$26,451.00						\$0.00	\$26,451.00
		Capital	\$3,000.00		\$3,000.00						\$0.00	\$3,000.00
	7303 - Fire Prevention Total		\$291,720.00	\$0.00	\$291,720.00						\$0.00	\$291,720.00
	7401 - Building Services	O.T.P.S.	\$154,300.00		\$154,300.00						\$0.00	\$154,300.00
		Non-Government	\$5,000.00		\$5,000.00						\$0.00	\$5,000.00
	7401 - Building Services Total		\$159,300.00	\$0.00	\$159,300.00						\$0.00	\$159,300.00
	7402 - Housing Inspections	Personal Services	\$3,215.00		\$3,215.00						\$0.00	\$3,215.00
		O.T.P.S.	\$160,900.00		\$160,900.00						\$0.00	\$160,900.00
		Non-Government	\$4,000.00		\$4,000.00						\$0.00	\$4,000.00
	7402 - Housing Inspections Total		\$168,115.00	\$0.00	\$168,115.00						\$0.00	\$168,115.00
	8101 - Community Services Admin	O.T.P.S.	\$7,480.00		\$7,480.00						\$0.00	\$7,480.00
	8101 - Community Services Admin Total		\$7,480.00	\$0.00	\$7,480.00						\$0.00	\$7,480.00
	8201 - Public Prop/Park Maint	Personal Services	\$1,053,810.00		\$1,053,810.00						\$0.00	\$1,053,810.00
		O.T.P.S.	\$226,000.00		\$226,000.00						\$0.00	\$226,000.00
	8201 - Public Prop/Park Maint Total		\$1,279,810.00	\$0.00	\$1,279,810.00						\$0.00	\$1,279,810.00
	8401 - Parks & Recreation Admin	Personal Services	\$1,180,627.00		\$1,180,627.00						\$0.00	\$1,180,627.00
		O.T.P.S.	\$51,500.00		\$51,500.00						\$0.00	\$51,500.00
	8401 - Parks & Recreation Admin Total		\$1,232,127.00	\$0.00	\$1,232,127.00						\$0.00	\$1,232,127.00
	8402 - Playgrounds	O.T.P.S.	\$76,200.00		\$76,200.00						\$0.00	\$76,200.00
	8402 - Playgrounds Total		\$76,200.00	\$0.00	\$76,200.00						\$0.00	\$76,200.00
	8403 - Swimming Pools	Personal Services	\$407,200.00		\$407,200.00						\$0.00	\$407,200.00
		O.T.P.S.	\$230,300.00		\$230,300.00						\$0.00	\$230,300.00
	8403 - Swimming Pools Total		\$637,500.00	\$0.00	\$637,500.00						\$0.00	\$637,500.00
	8405 - Ice Programs	Personal Services	\$311,000.00		\$311,000.00						\$0.00	\$311,000.00
		O.T.P.S.	\$40,250.00		\$40,250.00						\$0.00	\$40,250.00
	8405 - Ice Programs Total		\$351,250.00	\$0.00	\$351,250.00						\$0.00	\$351,250.00
	8406 - General Recreation Prog	Personal Services	\$156,152.00		\$156,152.00						\$0.00	\$156,152.00
		O.T.P.S.	\$243,400.00		\$243,400.00						\$0.00	\$243,400.00
	8406 - General Recreation Prog Total		\$399,552.00	\$0.00	\$399,552.00						\$0.00	\$399,552.00
	8409 - Sports Programs	Personal Services	\$145,600.00		\$145,600.00						\$0.00	\$145,600.00
		O.T.P.S.	\$119,750.00		\$119,750.00						\$0.00	\$119,750.00
	8409 - Sports Programs Total		\$265,350.00	\$0.00	\$265,350.00						\$0.00	\$265,350.00
	8411 - Community Center Admin	Personal Services	\$699,097.00		\$699,097.00						\$0.00	\$699,097.00
		O.T.P.S.	\$424,100.00		\$424,100.00						\$0.00	\$424,100.00
		Non-Government	\$1,400.00		\$1,400.00						\$0.00	\$1,400.00
	8411 - Community Center Admin Total		\$1,124,597.00	\$0.00	\$1,124,597.00						\$0.00	\$1,124,597.00
	8501 - Office On Aging Admin	Personal Services	\$214,965.00		\$214,965.00						\$0.00	\$214,965.00
		O.T.P.S.	\$40,110.00		\$40,110.00						\$0.00	\$40,110.00
	8501 - Office On Aging Admin Total		\$255,075.00	\$0.00	\$255,075.00						\$0.00	\$255,075.00
	8601 - Public Health Admin	O.T.P.S.	\$375,000.00		\$375,000.00						\$0.00	\$375,000.00
	8601 - Public Health Admin Total		\$375,000.00	\$0.00	\$375,000.00						\$0.00	\$375,000.00
	8701 - Animal Protection	O.T.P.S.	\$75,000.00		\$75,000.00						\$0.00	\$75,000.00
	8701 - Animal Protection Total		\$75,000.00	\$0.00	\$75,000.00						\$0.00	\$75,000.00
	9101 - Municipal Court	Personal Services	\$1,374,379.00		\$1,374,379.00						\$0.00	\$1,374,379.00
		O.T.P.S.	\$182,500.00		\$182,500.00						\$0.00	\$182,500.00
	9101 - Municipal Court Total		\$1,556,879.00	\$0.00	\$1,556,879.00						\$0.00	\$1,556,879.00
101 - General Total			\$62,231,293.00	\$404,000.00	\$62,635,293.00	\$222,170.00	\$750,000.00	\$250,000.00	\$1,476,170.00	\$0.00	\$2,698,340.00	\$65,333,633.00
201 - Street Constr, Maint	6201 - Maint.Service Admin	Personal Services	\$42,335.00		\$42,335.00						\$0.00	\$42,335.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Adjustments YTD	Amended Budget
201 - Street Constr, Maint Total	6201 - Maint,Service Admin Total		\$42,335.00	\$0.00	\$42,335.00						\$0.00	\$42,335.00
	6208 - Maint,Street Maintenance	Personal Services	\$102,444.00		\$102,444.00						\$0.00	\$102,444.00
		O.T.P.S.	\$500.00		\$500.00						\$0.00	\$500.00
	6208 - Maint,Street Maintenance Total		\$102,944.00	\$0.00	\$102,944.00						\$0.00	\$102,944.00
	6208- Maint, Street Maintenance	Capital	\$0.00		\$0.00					\$302,000.27	\$0.00	\$0.00
	6208 - Maint,Street Maintenance Total		\$0.00	\$0.00	\$0.00						\$302,000.27	\$302,000.27
	6211 - Maint,Traffic Signs & Signals	Capital	\$40,000.00		\$40,000.00						\$0.00	\$40,000.00
	6211 - Maint,Traffic Signs & Signals Total		\$40,000.00	\$0.00	\$40,000.00						\$0.00	\$40,000.00
	6213 - Maint,Monticello Blvd	O.T.P.S.	\$37,801.00		\$37,801.00						\$0.00	\$0.00
	6213 - Maint,Monticello Blvd Total		\$37,801.00	\$0.00	\$37,801.00						\$0.00	\$37,801.00
	6215 - Maint,Road Repaving-State/Cnty	O.T.P.S.	\$1,992.00		\$1,992.00						\$0.00	\$0.00
	6215 - Maint,Road Repaving-State/Cnty Total		\$1,992.00	\$0.00	\$1,992.00						\$0.00	\$1,992.00
	6220 - Maint,Taylor Road	O.T.P.S.	\$63,800.00		\$63,800.00						\$0.00	\$0.00
	6220 - Maint,Taylor Road Total		\$63,800.00	\$0.00	\$63,800.00						\$0.00	\$63,800.00
	6236 - Maint,Annual Street Surface	Capital	\$4,000,000.00	\$1,500,000.00	\$5,500,000.00						\$0.00	\$0.00
	6236 - Maint,Annual Street Surface Total		\$4,000,000.00	\$1,500,000.00	\$5,500,000.00						\$0.00	\$5,500,000.00
	6312 - Maint,Meadowbrook Blvd Rehab	O.T.P.S.	\$118,921.00		\$118,921.00						\$0.00	\$0.00
	6312 - Maint,Meadowbrook Blvd Rehab Total		\$118,921.00	\$0.00	\$118,921.00						\$0.00	\$118,921.00
											\$0.00	\$0.00
	201 - Street Constr, Maint Total		\$4,407,793.00	\$1,500,000.00	\$5,907,793.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,000.27	\$302,000.27	\$6,209,793.27
206 - Law Enforcement	7205 - Law Enforcement	O.T.P.S.	\$64,200.00		\$64,200.00						\$0.00	\$0.00
	7205 - Law Enforcement Total		\$64,200.00	\$0.00	\$64,200.00						\$0.00	\$64,200.00
	7210 - Law Enforcement Grants	Capital	\$41,400.00		\$41,400.00						\$0.00	\$0.00
	7210 - Law Enforcement Grants Total		\$41,400.00	\$0.00	\$41,400.00						\$0.00	\$41,400.00
	206 - Law Enforcement Total		\$105,600.00	\$0.00	\$105,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,600.00
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	\$62,000.00		\$62,000.00						\$0.00	\$0.00
		O.T.P.S.	\$107,500.00		\$107,500.00						\$0.00	\$62,000.00
		Capital	\$45,000.00		\$45,000.00						\$0.00	\$107,500.00
	7206 - Drug Law Enforcement Total		\$214,500.00	\$0.00	\$214,500.00						\$0.00	\$45,000.00
	207 - Drug Law Enforcement Total		\$214,500.00	\$0.00	\$214,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$214,500.00
208 - CDBG Resource	5201 - CDBG Financial Admin	Personal Services	\$7,437.00		\$7,437.00						\$0.00	\$0.00
	5201 - CDBG Financial Admin Total		\$7,437.00	\$0.00	\$7,437.00						\$0.00	\$7,437.00
	5203 - CDBG Admin Contracts	O.T.P.S.	\$460,000.00		\$460,000.00						\$0.00	\$0.00
		Capital	\$570,000.00		\$570,000.00						\$0.00	\$460,000.00
	5203 - CDBG Admin Contracts Total		\$1,030,000.00	\$0.00	\$1,030,000.00						\$0.00	\$570,000.00
	5220 - CDBG Office On Aging	Personal Services	\$40,510.00		\$40,510.00						\$0.00	\$0.00
	5220 - CDBG Office On Aging Total		\$40,510.00	\$0.00	\$40,510.00						\$0.00	\$40,510.00
	5222 - Economic Development	Personal Services	\$149,300.00		\$149,300.00						\$0.00	\$0.00
		O.T.P.S.	\$1,295,000.00		\$1,295,000.00						\$0.00	\$149,300.00
	5222 - Economic Development Total		\$1,444,300.00	\$0.00	\$1,444,300.00						\$0.00	\$1,295,000.00
	5224 - CDBG Admin	Personal Services	\$152,255.00		\$152,255.00						\$0.00	\$0.00
		O.T.P.S.	\$19,500.00		\$19,500.00						\$0.00	\$152,255.00
	5224 - CDBG Admin Total		\$171,755.00	\$0.00	\$171,755.00						\$0.00	\$19,500.00
	5225 - CDBG Parkland	O.T.P.S.	\$207,000.00		\$207,000.00						\$0.00	\$0.00
	5225 - CDBG Parkland Total		\$207,000.00	\$0.00	\$207,000.00						\$0.00	\$207,000.00
	5228 - CDBG Public Works	O.T.P.S.	\$146,486.00		\$146,486.00						\$0.00	\$0.00
		Capital	\$489,394.00		\$489,394.00						\$0.00	\$146,486.00
	5228 - CDBG Public Works Total		\$635,880.00	\$0.00	\$635,880.00						\$0.00	\$489,394.00
	5301 - CDBG Home Repair Resource	O.T.P.S.	\$233,536.00		\$233,536.00						\$0.00	\$0.00
	5301 - CDBG Home Repair Resource Total		\$233,536.00	\$0.00	\$233,536.00						\$0.00	\$233,536.00
	5303 - CDBG Housing Pres Office	Personal Services	\$365,119.00		\$365,119.00						\$0.00	\$0.00
		O.T.P.S.	\$588,500.00		\$588,500.00						\$0.00	\$365,119.00
	5303 - CDBG Housing Pres Office Total		\$953,619.00	\$0.00	\$953,619.00						\$0.00	\$588,500.00
	5304 - CDBG Code Enforcement	Personal Services	\$143,106.00		\$143,106.00						\$0.00	\$0.00
	5304 - CDBG Code Enforcement Total		\$143,106.00	\$0.00	\$143,106.00						\$0.00	\$143,106.00
	5306 - CDBG Neighborhood Relate	Personal Services	\$2,934.00		\$2,934.00						\$0.00	\$0.00
	5306 - CDBG Neighborhood Relate Total		\$2,934.00	\$0.00	\$2,934.00						\$0.00	\$2,934.00
	5309 - GIS	Personal Services	\$59,125.00		\$59,125.00						\$0.00	\$0.00
		Capital	\$5,500.00		\$5,500.00						\$0.00	\$59,125.00
	5309 - GIS Total		\$64,625.00	\$0.00	\$64,625.00						\$0.00	\$5,500.00
	8407 - Child Care/Summer Program	O.T.P.S.	\$21,000.00		\$21,000.00						\$0.00	\$0.00
	8407 - Child Care/Summer Program Total		\$21,000.00	\$0.00	\$21,000.00						\$0.00	\$21,000.00
	208 - CDBG Resource Total		\$4,955,702.00	\$0.00	\$4,955,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,955,702.00
												\$0.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Adjustments YTD	Amended Budget
211 - Home Program	5503 - HOME Admin	O.T.P.S.	\$765,000.00		\$765,000.00						\$0.00	\$765,000.00
	5503 - HOME Admin Total		\$765,000.00	\$0.00	\$765,000.00						\$0.00	\$765,000.00
	5504 - Contingency-HOME	O.T.P.S.	\$600,000.00		\$600,000.00						\$0.00	\$600,000.00
	5504 - Contingency-HOME Total		\$600,000.00	\$0.00	\$600,000.00						\$0.00	\$600,000.00
	211 - Home Program Total		\$1,365,000.00	\$0.00	\$1,365,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,365,000.00
213 - Police Facility Impr Fund	7201 - Police Admin	O.T.P.S.	\$21,000.00		\$21,000.00						\$0.00	\$21,000.00
	7201 - Police Admin Total		\$21,000.00	\$0.00	\$21,000.00						\$0.00	\$21,000.00
213 - Police Facility Impr Fund Total			\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
214 - Local Programming	2108 - General Operations	O.T.P.S.	\$74,000.00		\$74,000.00						\$0.00	\$74,000.00
	2108 - General Operations Total		\$74,000.00	\$0.00	\$74,000.00						\$0.00	\$74,000.00
	2201 - Information Technology	Capital	\$25,000.00		\$25,000.00						\$0.00	\$25,000.00
	2201 - Information Technology Total		\$25,000.00	\$0.00	\$25,000.00						\$0.00	\$25,000.00
	2502 - Public Relations	Personal Services	\$15,450.00		\$15,450.00						\$0.00	\$15,450.00
214 - Local Programming Total	2502 - Public Relations Total		\$15,450.00	\$0.00	\$15,450.00						\$0.00	\$15,450.00
	2601 - Cable TV Admin	Personal Services	\$60.00		\$60.00						\$0.00	\$60.00
		O.T.P.S.	\$207,400.00		\$207,400.00						\$0.00	\$207,400.00
		Capital	\$119,000.00		\$119,000.00						\$0.00	\$119,000.00
	2601 - Cable TV Admin Total		\$326,460.00	\$0.00	\$326,460.00						\$0.00	\$326,460.00
214 - Local Programming Total			\$440,910.00	\$0.00	\$440,910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$440,910.00
215 - Cain Park Operating	8901 - Cain Park Admin/Start-Up	Personal Services	\$379,608.00		\$379,608.00						\$0.00	\$379,608.00
		O.T.P.S.	\$2,079,700.00		\$2,079,700.00						\$0.00	\$2,079,700.00
	8901 - Cain Park Admin/Start-Up Total		\$2,459,308.00	\$0.00	\$2,459,308.00						\$0.00	\$2,459,308.00
	8905 - Arts Festival/Art Gallery	O.T.P.S.	\$54,000.00		\$54,000.00						\$0.00	\$54,000.00
	8905 - Arts Festival/Art Gallery Total		\$54,000.00	\$0.00	\$54,000.00						\$0.00	\$54,000.00
215 - Cain Park Operating Total	8906 - Theater	O.T.P.S.	\$164,500.00		\$164,500.00						\$0.00	\$164,500.00
	8906 - Theater Total		\$164,500.00	\$0.00	\$164,500.00						\$0.00	\$164,500.00
215 - Cain Park Operating Total			\$2,677,808.00	\$0.00	\$2,677,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,677,808.00
216 - Rec Fac Imp Fund	8301 - Park Maintenance Admin	O.T.P.S.	\$209,000.00		\$209,000.00						\$0.00	\$209,000.00
	8301 - Park Maintenance Admin Total		\$209,000.00	\$0.00	\$209,000.00						\$0.00	\$209,000.00
216 - Rec Fac Imp Fund Total			\$209,000.00	\$0.00	\$209,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,000.00
221 - Indigent DUI Treatment	9101 - Municipal Court	O.T.P.S.	\$14,500.00		\$14,500.00						\$0.00	\$14,500.00
	9101 - Municipal Court Total		\$14,500.00	\$0.00	\$14,500.00						\$0.00	\$14,500.00
221 - Indigent DUI Treatment Total			\$14,500.00	\$0.00	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,500.00
222 - Muni Ct-Computerization	9101 - Municipal Court	Personal Services	\$9,816.00		\$9,816.00						\$0.00	\$9,816.00
		O.T.P.S.	\$40,000.00		\$40,000.00						\$0.00	\$40,000.00
		Capital	\$15,000.00		\$15,000.00						\$0.00	\$15,000.00
	9101 - Municipal Court Total		\$64,816.00	\$0.00	\$64,816.00						\$0.00	\$64,816.00
222 - Muni Ct-Computerization Total			\$64,816.00	\$0.00	\$64,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,816.00
225 - Muni Ct Special Projects	9101 - Municipal Court	Personal Services	\$24,879.00		\$24,879.00						\$0.00	\$24,879.00
		O.T.P.S.	\$33,500.00		\$33,500.00						\$0.00	\$33,500.00
		Capital	\$55,000.00		\$55,000.00						\$0.00	\$55,000.00
	9101 - Municipal Court Total		\$113,379.00	\$0.00	\$113,379.00						\$0.00	\$113,379.00
225 - Muni Ct Special Projects Total			\$113,379.00	\$0.00	\$113,379.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,379.00
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office	Personal Services	\$46,127.00		\$46,127.00	\$78,897.50					\$78,897.50	\$125,024.50
	5303 - CDBG Housing Pres Office Total		\$46,127.00	\$0.00	\$46,127.00						\$78,897.50	\$125,024.50
	5701 - Housing Program Grants	Personal Services	\$47,042.00		\$47,042.00	\$75,845.00					\$75,845.00	\$122,887.00
	5701 - Housing Program Grants Total	O.T.P.S.	\$100,000.00		\$100,000.00						\$0.00	\$100,000.00
226 - Lead Safe Cuyahoga Total			\$193,169.00	\$0.00	\$193,169.00	\$154,742.50	\$0.00	\$0.00	\$0.00	\$0.00	\$154,742.50	\$347,911.50
228 - CDBG-COVID	5203 - CDBG Admin Contracts	O.T.P.S.	\$100,000.00		\$100,000.00						\$0.00	\$100,000.00
	5203 - CDBG Admin Contracts Total		\$100,000.00	\$0.00	\$100,000.00						\$0.00	\$100,000.00
	5220 - CDBG Office On Aging	O.T.P.S.	\$2,352.00		\$2,352.00						\$0.00	\$2,352.00
	5220 - CDBG Office On Aging Total		\$2,352.00	\$0.00	\$2,352.00						\$0.00	\$2,352.00
	5224 - CDBG Admin	O.T.P.S.	\$12,460.00		\$12,460.00						\$0.00	\$12,460.00
228 - CDBG-COVID Total	5224 - CDBG Admin Total		\$12,460.00	\$0.00	\$12,460.00						\$0.00	\$12,460.00
	5228 - CDBG Public Works	Capital	\$93,038.00		\$93,038.00						\$0.00	\$93,038.00
	5228 - CDBG Public Works Total		\$93,038.00	\$0.00	\$93,038.00						\$0.00	\$93,038.00
228 - CDBG-COVID Total			\$207,850.00	\$0.00	\$207,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,850.00
230 - Street Lighting	3101 - Finance	O.T.P.S.	\$15,000.00		\$15,000.00						\$0.00	\$15,000.00
	3101 - Finance Total		\$15,000.00	\$0.00	\$15,000.00						\$0.00	\$15,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Adjustments YTD	Amended Budget
	6211 - Traffic Signs & Signals	O.T.P.S.	\$1,025,000.00		\$1,025,000.00						\$0.00	\$1,025,000.00
	6211 - Traffic Signs & Signals Total		\$1,025,000.00	\$0.00	\$1,025,000.00						\$0.00	\$1,025,000.00
230 - Street Lighting Total			\$1,040,000.00	\$0.00	\$1,040,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,000.00
231 - Tree	8801 - Forestry	Personal Services	\$918,965.00		\$918,965.00						\$0.00	\$918,965.00
		O.T.P.S.	\$503,505.00		\$503,505.00						\$0.00	\$503,505.00
		Capital	\$302,000.00		\$302,000.00						\$0.00	\$302,000.00
	8801 - Forestry Total		\$1,724,470.00	\$0.00	\$1,724,470.00						\$0.00	\$1,724,470.00
231 - Tree Total			\$1,724,470.00	\$0.00	\$1,724,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,724,470.00
232 - Police Pension	7201 - Police Admin	Personal Services	\$382,650.00		\$382,650.00						\$0.00	\$0.00
	7201 - Police Admin Total		\$382,650.00	\$0.00	\$382,650.00						\$0.00	\$382,650.00
232 - Police Pension Total			\$382,650.00	\$0.00	\$382,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,650.00
233 - Fire Pension	7301 - Fire Admin	Personal Services	\$382,650.00		\$382,650.00						\$0.00	\$0.00
	7301 - Fire Admin Total		\$382,650.00	\$0.00	\$382,650.00						\$0.00	\$382,650.00
233 - Fire Pension Total			\$382,650.00	\$0.00	\$382,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,650.00
234 - Earned Benefits	2108 - General Operations	Personal Services	\$300,000.00		\$300,000.00						\$0.00	\$0.00
	2108 - General Operations Total		\$300,000.00	\$0.00	\$300,000.00						\$0.00	\$300,000.00
234 - Earned Benefits Total			\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
240 - Federal Miscellaneous Grants	5101 - Planning	O.T.P.S.	\$1,500,000.00		\$1,500,000.00						\$0.00	\$1,500,000.00
	5101 - Planning Total		\$1,500,000.00	\$0.00	\$1,500,000.00						\$0.00	\$1,500,000.00
	7201 - Police Admin	Personal Services	\$48,411.00		\$48,411.00						\$0.00	\$48,411.00
		Capital	\$0.00	\$0.00	\$0.00	\$300,000.00					\$300,000.00	\$300,000.00
	7201 - Police Admin Total		\$48,411.00	\$0.00	\$48,411.00						\$300,000.00	\$348,411.00
240 - Federal Miscellaneous Grants Total			\$1,548,411.00	\$0.00	\$1,548,411.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$1,848,411.00
244 - NOPEC Fund	3101 - Finance	O.T.P.S.	\$0.00	\$230,000.00	\$230,000.00						\$0.00	\$0.00
	3101 - Finance Total		\$0.00	\$230,000.00	\$230,000.00						\$0.00	\$230,000.00
244 - NOPEC Fund Total			\$0.00	\$230,000.00	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
260 - Top of the Hill TIFF Fund	3101 - Finance	O.T.P.S.	\$0.00	\$1,500,000.00	\$1,500,000.00						\$0.00	\$0.00
	3101 - Finance Total		\$0.00	\$1,500,000.00	\$1,500,000.00						\$0.00	\$1,500,000.00
260 - Top of the Hill TIFF Total			\$0.00	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00
301 - G.O. Bond Retirement	3101 - Finance	O.T.P.S.	\$3,164,927.00		\$3,164,927.00						\$0.00	\$0.00
	3101 - Finance Total		\$3,164,927.00	\$0.00	\$3,164,927.00						\$0.00	\$3,164,927.00
301 - G.O. Bond Retirement Total			\$3,164,927.00	\$0.00	\$3,164,927.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,164,927.00
402 - Financed Capital Projects	1101 - City Council	Capital	\$3,700.00		\$3,700.00						\$0.00	\$3,700.00
	1101 - City Council Total		\$3,700.00	\$0.00	\$3,700.00						\$0.00	\$3,700.00
	2201 - Information Technology	Capital	\$759,107.00		\$759,107.00						\$0.00	\$0.00
	2201 - Information Technology Total		\$759,107.00	\$0.00	\$759,107.00						\$0.00	\$759,107.00
	5101 - Planning	Capital	\$1,236,000.00		\$1,236,000.00		\$750,000.00				\$0.00	\$0.00
	5101 - Planning Total		\$1,236,000.00	\$0.00	\$1,236,000.00						\$750,000.00	\$1,986,000.00
	6201 - Service Admin	Capital	\$1,673,500.00	(\$67,500.00)	\$1,606,000.00						\$0.00	\$0.00
	6201 - Service Admin Total		\$1,673,500.00	(\$67,500.00)	\$1,606,000.00						\$0.00	\$1,606,000.00
	7201 - Police Admin	Capital	\$412,512.00		\$412,512.00						\$0.00	\$0.00
	7201 - Police Admin Total		\$412,512.00	\$0.00	\$412,512.00						\$0.00	\$412,512.00
	7301 - Fire Admin	Capital	\$190,000.00		\$190,000.00						\$0.00	\$0.00
	7301 - Fire Admin Total		\$190,000.00	\$0.00	\$190,000.00						\$0.00	\$190,000.00
	7402 - Housing Inspections	Capital	\$3,000.00		\$3,000.00						\$0.00	\$0.00
	7402 - Housing Inspections Total		\$3,000.00	\$0.00	\$3,000.00						\$0.00	\$3,000.00
	8201 - Public Prop/Park Maint	Capital	\$1,234,950.00		\$1,234,950.00						\$0.00	\$0.00
	8201 - Public Prop/Park Maint Total		\$1,234,950.00	\$0.00	\$1,234,950.00						\$0.00	\$1,234,950.00
	8403 -Swimming Pools	Capital	\$0.00		\$0.00						\$300,000.00	\$300,000.00
	8201 - Public Prop/Park Maint Total		\$0.00	\$0.00	\$0.00						\$300,000.00	\$300,000.00
402 - Financed Capital Projects Total			\$5,512,769.00	(\$67,500.00)	\$5,445,269.00	\$0.00	\$750,000.00	\$0.00	\$0.00	\$300,000.00	\$1,050,000.00	\$6,495,269.00
411 - Economic Development	5101 - Planning	O.T.P.S.	\$151,850.00		\$151,850.00						\$0.00	\$151,850.00
		Capital	\$60,000.00		\$60,000.00						\$0.00	\$60,000.00
	5101 - Planning Total		\$211,850.00	\$0.00	\$211,850.00						\$0.00	\$211,850.00
411 - Economic Development Total			\$211,850.00	\$0.00	\$211,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211,850.00
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair	O.T.P.S.	\$21,000.00		\$21,000.00						\$0.00	\$21,000.00
	2102 - City Hall Maint/Repair Total		\$21,000.00	\$0.00	\$21,000.00						\$0.00	\$21,000.00
412 - City Hall Maint & Repair Total			\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Adjustments YTD	Amended Budget
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta	Capital	\$1,015,000.00	\$1,050,000.00	\$2,065,000.00						\$0.00	\$0.00
	6203 - Refuse Coll/Transfer Sta Total		\$1,015,000.00	\$1,050,000.00	\$2,065,000.00						\$0.00	\$2,065,000.00
416 - Refuse Capital Fund Total			\$1,015,000.00	\$1,050,000.00	\$2,065,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,065,000.00
601 - Water Administration	6302 - Water Distribution	Capital	\$1,914,540.00		\$1,914,540.00						\$0.00	\$1,914,540.00
	6302 - Water Distribution Total		\$1,914,540.00	\$0.00	\$1,914,540.00						\$0.00	\$1,914,540.00
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	\$20,206.00		\$20,206.00						\$0.00	\$20,206.00
	6314 - Runnymede/Quilliams Wtr Total		\$20,206.00	\$0.00	\$20,206.00						\$0.00	\$20,206.00
601 - Water Administration Total			\$1,934,746.00	\$0.00	\$1,934,746.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,934,746.00
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	\$1,530,953.00		\$1,530,953.00						\$0.00	\$1,530,953.00
		O.T.P.S.	\$792,350.00		\$792,350.00						\$0.00	\$792,350.00
		Capital	\$8,767,000.00		\$8,767,000.00						\$0.00	\$8,767,000.00
		Non-Government	\$10,000.00		\$10,000.00						\$0.00	\$10,000.00
	6205 - Sewer Maintenance Total		\$11,100,303.00	\$0.00	\$11,100,303.00						\$0.00	\$11,100,303.00
602 - Sewerage Disposal Total			\$11,100,303.00	\$0.00	\$11,100,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,100,303.00
603 - Parking Fund	6210 - Parking Department	O.T.P.S.	\$803,000.00		\$803,000.00						\$0.00	\$803,000.00
		Non-Government	\$2,500.00		\$2,500.00						\$0.00	\$2,500.00
	6210 - Parking Department Total		\$805,500.00	\$0.00	\$805,500.00						\$0.00	\$805,500.00
603 - Parking Fund Total			\$805,500.00	\$0.00	\$805,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$805,500.00
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Personal Services	\$2,835,862.00		\$2,835,862.00						\$0.00	\$2,835,862.00
		O.T.P.S.	\$1,536,723.00		\$1,536,723.00						\$0.00	\$1,536,723.00
		Capital	\$25,000.00		\$25,000.00						\$0.00	\$25,000.00
	6203 - Refuse Coll/Transfer Sta Total		\$4,397,585.00	\$0.00	\$4,397,585.00						\$0.00	\$4,397,585.00
605 - Refuse Fund Total			\$4,397,585.00	\$0.00	\$4,397,585.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,397,585.00
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	Personal Services	\$651,746.00		\$651,746.00						\$0.00	\$651,746.00
		O.T.P.S.	\$587,760.00		\$587,760.00						\$0.00	\$587,760.00
		Capital	\$261,986.00		\$261,986.00						\$0.00	\$261,986.00
	7304 - ALS Ambulance Services Total		\$1,501,492.00	\$0.00	\$1,501,492.00						\$0.00	\$1,501,492.00
606 - ALS Ambulance Services Total			\$1,501,492.00	\$0.00	\$1,501,492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,501,492.00
701 - Hospitalization Self-Ins	3101 - Finance	Personal Services	\$10,128,787.00		\$10,128,787.00						\$0.00	\$10,128,787.00
	3101 - Finance Total		\$10,128,787.00	\$0.00	\$10,128,787.00						\$0.00	\$10,128,787.00
701 - Hospitalization Self-Ins Total			\$10,128,787.00	\$0.00	\$10,128,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,128,787.00
804 - Off/Aging Donations	8501 - Office On Aging Admin	O.T.P.S.	\$1,750.00		\$1,750.00						\$0.00	\$1,750.00
	8501 - Office On Aging Admin Total		\$1,750.00	\$0.00	\$1,750.00						\$0.00	\$1,750.00
804 - Off/Aging Donations Total			\$1,750.00	\$0.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00
808 - Youth Recreation Donation	8101 - Community Services Admin	Non-Government	\$20,000.00		\$20,000.00						\$0.00	\$20,000.00
	8101 - Community Services Admin Total		\$20,000.00	\$0.00	\$20,000.00						\$0.00	\$20,000.00
808 - Youth Recreation Donation Total			\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
811 - Juvenile Diversion Prog	7209 - Juvenile Diversion Prog	O.T.P.S.	\$12,000.00		\$12,000.00						\$0.00	\$12,000.00
	7209 - Juvenile Diversion Prog Total		\$12,000.00	\$0.00	\$12,000.00						\$0.00	\$12,000.00
811 - Juvenile Diversion Prog Total			\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00
850 - Flexible Spending Account	3101 - Finance	Personal Services	\$234,352.00		\$234,352.00						\$0.00	\$234,352.00
	3101 - Finance Total		\$234,352.00	\$0.00	\$234,352.00						\$0.00	\$234,352.00
850 - Flexible Spending Account Total			\$234,352.00	\$0.00	\$234,352.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234,352.00
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	\$50,000.00		\$50,000.00						\$0.00	\$50,000.00
	7201 - Police Admin Total		\$50,000.00	\$0.00	\$50,000.00						\$0.00	\$50,000.00
	7401 - Building Services	Non-Government	\$14,000.00		\$14,000.00						\$0.00	\$14,000.00
	7401 - Building Services Total		\$14,000.00	\$0.00	\$14,000.00						\$0.00	\$14,000.00
858 - Miscellaneous Agency Total			\$64,000.00	\$0.00	\$64,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,000.00
Grand Total			\$122,726,562.00	\$4,616,500.00	\$127,343,062.00	\$676,912.50	\$1,500,000.00	\$250,000.00	\$1,476,170.00	\$602,000.27	\$4,505,082.77	\$131,848,144.77



Date: June 3, 2026

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

Cc: Jim Petras, Mayor; Michael Reese, CAO; Anthony Ferrone, Assistant PW Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Community Cost Share Agreement

Purpose Statement: This legislation gives the Mayor authorization to enter into a Stormwater Management Program Agreement with the Northeast Ohio Regional Sewer District to purchase a Pelican Street Sweeper out of Community Cost Share Funds.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To order the street sweeper and receive delivery asap.

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

If yes, why?

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

This agreement is necessary to be reimbursed for the Pelican Street Sweeper. The Finance Department will be requesting a budget adjustment to account for the actual expenditure of the street sweeper. The full amount will be reimbursed by NEORS.

Proposed: 06/15/2026

RESOLUTION NO. 121-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into a Community Cost Share Agreement with the Northeast Ohio Regional Sewer District; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Northeast Ohio Regional Sewer District ("NEORSD") manages a financial account known as the Community Cost-Share Account for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee to assist cities with District-approved projects through the Community Cost-Share Program; and

WHEREAS, Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local and Regional Stormwater Systems, including administrative costs directly associated with such projects as well as costs related to repairs or upgrades; and

WHEREAS, NEORSD has approved the City's application for \$302,000.27 in Community Cost-Share Funds for the purchase of a Pelican 3-wheel mechanical sweeper; and

WHEREAS, this Council has determined that participation in the NEORSD Community Cost-Share Program is in the best interests of the City and its residents.

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into a Community Cost-Share Agreement with NEORSD to accept the funds necessary for the purchase of the street sweeper described herein. The Mayor additionally is authorized to enter into any and all related agreements necessary to complete the purchase of the same.

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

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

RESOLUTION NO. 121-2026(MSES)

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet fall leaf season deadlines. 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 by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF CLEVELAND HEIGHTS**

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and City of Cleveland Heights (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Pelican Street Sweeper Acquisition (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.
 - 1.1.3 Notify the City’s Watershed Team Leader at least 7 business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

2.1 The District agrees to perform as follows:

- 2.1.1 Allocate \$302,000.27 to the City for the Project from the City's Community Cost-Share Account.
- 2.1.2 Provide reimbursement of funds up to \$302,000.27 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4 Acknowledge the City in presentations or publications related to the Project.

2.3 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extents caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design/fitness for a particular purpose.

Article 3.0 **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Director of Public Works

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

District Representative	City Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively

resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

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

Article 5 **Counterpart Signatures**

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution
Exhibit “B” – City Ordinance/Resolution
Exhibit “C” – District-Approved Community Cost Share Application

[signatures on the following pages]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF CLEVELAND HEIGHTS

By: _____

Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF CLEVELAND HEIGHTS

Assistant/Director of Law

This Instrument Prepared By:

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

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

[FOR NEORS D USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF CLEVELAND HEIGHTS

FOR

COMMUNITY COST-SHARE PROJECT:
PELICAN STREET SWEEPER ACQUISITION

Total Approximate Cost: \$302,000.27

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100



Date: June 3, 2026

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

Cc: Jim Petras, Mayor; Michael Reese, CAO; Anthony Ferrone, Assistant PW Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Pelican Street Sweeper

Purpose Statement: This legislation is for purchase of a Pelican Street Sweeper for the Public Works Department in the amount \$302,000.27 under Sourcewell Contract.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To order the street sweeper and receive delivery asap.

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

If yes, why?

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

This equipment has been approved for NEORS D Community Cost Share Funding for 2026.
The Finance Department will be requesting a budget adjustment to account for this expenditure.
The full amount will be reimbursed by NEORS D.



Presents a

Proposal Summary

Pelican[®]

Durable. Reliable. Easy-to-Use.
Three-Wheel Mechanical Sweeper.

For: The City of Cleveland Heights





Pelican

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Auxiliary Emissions Level	Tier 4f
Domicile	Continental USA
Horsepower	Ecoinfused 74

Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments(Standard)
Sidebroom Tilt Option Left Hand	Yes (Includes Indicator)
Sidebroom Tilt Option Right Hand	Yes (Includes Indicator)
Mainbroom Material	Single Wrap Polypropylene - Disposable

Conveyance & Hopper

Hopper Coating Systems	None (Painted Only)
Dirt Shoes	Greaseable Dirt Shoes
Lower Conveyor Roller Cleanout	Yes

Dust Control & Flush Systems

Fill Hose Length	16'8"
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Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 2 of 9
Team Member : Karl
Dickinson
Tel :



Component Protection

Autolube	Midwest Autolube
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Lighting & Compliance

Backup Alarms	Federal Signal (Standard)
LED Arrowstick	Yes
Light Package	Light Package #12

Pelican Options

Radio Options	AM/FM/CD/Bluetooth With (1) Console Map Light
Left Hand Seat	Magnum Standard Seat
Mirrors	Unheated Unmotorized Mirrors
Right Hand Seat	Magnum Standard Seat
Left Hand Limb Guard	Heavy Duty
Right Hand Limb Guard	Heavy Duty

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Parts Manuals	1
John Deere Operators Manuals	1



Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 3 of 9
Team Member : Karl
Dickinson
Tel :



Cummins Operators Manual

1

Paint & Decal

Paint Sweeper

Standard White

Elgin Logo

Red Logo



Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 4 of 9
Team Member : Karl
Dickinson
Tel :



Chassis Notes :

Sweeper Body (Before Discount):	\$308,517.97
Sourcewell Discount:	(\$9,017.70)
Freight, PDI & Training:	\$2,500.00
Total:	\$302,000.27

Price indicated includes approved Special Request
Price valid for 30 Days from date of 01-15-2026

Product Model: Pelican
Proposal Date: 01-15-2026
Quote Number: 2026-86640
Price List Date: 01-15-2026

QTY: 1

Customer Initials _____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:



Pelican
Quote Number: 2026-86640
Date: 01-15-2026

Page 5 of 9
Team Member : Karl
Dickinson
Tel :



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____



Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 9 of 9
Team Member : Karl
Dickinson
Tel :



(800) 753-7566
ahequipment.com

1/15/2026

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118
Attn: Rich Kriefall

We are pleased to submit a quotation for the equipment listed below:

1- New Elgin Pelican NP Dual 3-Wheel Street Sweeper per the attached specifications

Sale Price.....	\$308,517.97
Sourcewell Discount.....	(\$9,017.70)
Freight, PDI & Training.....	\$ 2,500.00
Total Net Sales Price.....	\$302,000.27

This quotation becomes a contract for payment and delivery of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____
By: _____
Date: _____

Karl M. Dickinson

Karl M. Dickinson
A&H Equipment Company

Pittsburgh – 620 W Beaver St, Zelienople, PA 16063

Harrisburg – 1405 B Hagy Way, Harrisburg, PA 17110

Independence – 7171 East Pleasant Valley Rd, Independence, OH 44131

Gahanna – 1045 Taylor Rd, Gahanna, OH 43230

Somerset – 241 E Garrett St, Somerset, PA 15501

Pelican[®]



ELGIN[®]
Subsidiary of Federal Signal Corporation



GREATER MANEUVERABILITY, RELIABILITY AND VISIBILITY—IT IS EASY TO SEE THE **ADVANTAGES OF A PELICAN**

Continually improved since 1914, the Pelican mechanical sweeper offers a unique combination of performance advantages. It delivers superior cleaning action with easier operation and servicing. It is designed to sweep up everything from dust particles to the heaviest, most compact dirt and bulky debris. All while delivering greater efficiency and economy.

Operators will discover a rugged, reliable machine that is cleaner, quieter, easier to operate, more maneuverable and more comfortable. From the brooms to the chassis and inside the cab, the Pelican is engineered with innovative features that deliver years of dependable service.

As you explore all it has to offer, you will understand why the Elgin Pelican sets the standard of excellence in cleaning performance and why we can offer an industry-leading one-year, unlimited hours warranty.



EASY OPERATION AND SERVICING MAKE PELICAN AN EASY CHOICE



Even the best equipment is only as good as an operator's ability to master it. That is why the Pelican is engineered with ease of operation in mind.

It begins with a comfortable, quiet cab matched with outstanding maneuverability that includes a tight turning radius for precise sweeping performance and variable dump height for optimal material handling. To minimize downtime, the Pelican offers easy access to all key service points. Its many advantages include:

- Large windows and see-through doors allow 360° visibility and make navigating streets simpler and safer
- Roomy cab offers superior ergonomics with filtered fresh air conditioning and a standard heater/defroster
- The cab includes dual steering, a rear view camera and in-cab monitor
- Single-engine, three-wheel design creates a compact frame for maximum maneuverability and stability
- All controls and gauges are logically laid out so operators can focus on the road and their work
- Updated swing-arm rear suspension, designed with shock absorbing coils, enhances ride quality and comfort
- Low-maintenance drive system has a unique wheel motor design for superior performance with minimal maintenance
- Most service points are positioned at ground level



EXCLUSIVE MEMORY SWEEP® DRIVES PRODUCTIVITY EVEN HIGHER

To enhance operator performance this unique feature allows the operator to resume all previous sweeper settings with one touch control.

It incorporates a multi-screen display highlighting engine hours and water tank level, as well as system diagnostics and optional broom features.

CLEANER STREETS START WITH A SUPERIOR CLEANING SYSTEM

Cleaner streets have never been more important, and the Pelican is designed with a unique sweep system that easily handles the heaviest, most compacted dirt and debris. Beyond its powerful cleaning action, the Pelican incorporates advanced technology, including a large hopper with optimal capacity that allows sweep time maximization, superior maneuverability, and safe operations.



120 in sweeping path



- 120 in (3048 mm) sweeping path for maximum cleaning efficiency (two side brooms)
- Hydraulically-driven, free-floating main and side brooms work as a system to efficiently sweep material from the curb and street into the hopper
- Main broom measures a generous 35 in x 66 in (889 mm x 1676 mm) and features standard variable speeds and down pressure for optimal sweeping in changing conditions
- Main broom and side brooms are protected by a system that automatically raises them when the sweeper is in reverse
- Each rugged side broom measures 36 in (914 mm) in diameter and protrudes up to 9 in (229 mm) beyond the outside of the tire while sweeping to capture more gutter debris
- Standard no-jam, belt-type conveyor with angled, molded-in, full-width cleats to carry large and small debris more efficiently into the center of the hopper preventing jamming while maximizing hopper capacity
- High steering angle and tight turning radius allow operators to sweep close to obstacles and precisely follow curb lines

VARIABLE HEIGHT FRONT DUMP HOPPER IMPROVES PERFORMANCE

This system is ideal for single-lane dumping, ensuring minimal traffic interruption. The hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. Loads are easily observed from the cab and the hopper's 3.5 cu yd (2.7 m³) and 9,000 lb (4082 kg) capacity assures maximum sweep time.

* 3.5 cu yd (2.7m³) volumetric capacity of hopper



DESIGNED TO DELIVER YEARS OF **RUGGED RELIABILITY**

Quality that endures. That is what the Pelican delivers. It is designed to provide you with superior performance day in and day out, year after year, in the most punishing of environments. From the broom to the engine to the chassis to the cab, you will find innovative engineering matched to heavy-duty construction:

- Durable, purpose-built chassis includes a compact frame for a tight turning radius and years of low maintenance operation
- Balanced design provides stable sweeping and dumping while the hopper load is positioned low for added stability and safety
- Reliable, single engine power from a proven John Deere 4045T 4.5 L, 4-cylinder turbocharged diesel capable of operating on bio-diesel up to B20
- Integrated sensors in the drive system precisely measure road speed and adjust power requirements based on the load
- Heavy-duty brake system features twin-caliper, power disc brakes with a dynamic braking design that significantly reduces wear
- Controlled by engine RPM and operated independently of direction and ground speed, the Pelican's broom speed provides effectiveness at slow or zero ground speeds
- Corrosion-resistant water system supplies the dust control system with 220 gal (833 L) of water
- Exclusive Elgin water pump can run dry without damaging the machine's water system



THE RIGHT MODEL FOR YOUR UNIQUE SPECIFICATIONS

To handle a wide range of sweeping applications, the Pelican can be customized in a variety of ways. We can help you select the right options and accessories to create a machine that meets your specific needs for years to come. In addition, your Pelican can come in a variety of configurations:



Industrial Pelican

This powerful waterless model is designed to meet the needs of industrial customers who sweep heavy, dry materials and need to keep dust emissions to a minimum. It offers the same patented waterless dust control system as our Waterless model, plus:

- Patented filtration system that directs the majority of airborne dust into the debris hopper with only a fraction of the dust making it to the filter
- Full filters can be mechanically cleaned with an on-board cleaning system that allows sweeping to continue
- Fully sealed cab includes a filtered fresh air intake and re-circulation
- Conveyor launch ramp aids in picking up fine debris types
- Dirt shoe "wings" allow for effective sweeping on rail crossings
- 3.5 cu yd (2.30 m³) high front dumping hopper is ideal for unloading sweepings into containers or dump trucks



Waterless Pelican

Where water conservation is a concern, the Waterless Pelican offers all the performance and features that set our equipment apart. Its offers you:

- Patented waterless dust control system includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter that work together to control fugitive dust without the use of spray water
- Improved pick-up of fine particles over traditional wet dust control sweepers
- Proven year-round sweeping including freezing weather conditions
- Elimination of mud buildup on components
- More uptime by eliminating the need to repeatedly fill the water tank for traditional dust control



Alternative Fuel Pelican

Hybrid - The plug-in hybrid electric Pelican is another example of Elgin Sweeper's ongoing commitment to help customers reduce their carbon footprint, improve air quality, and mitigate climate change.

- Uncompromised performance
- Always available - no range limitations
- Reduced fuel consumption
- Seamless and automatic transition between hybrid and conventional modes
- Charge on-the-go or with a Level 2 (240 VOC) SAE J1772 charging receptacle
- Lithium-ion battery for long duty cycle operation



OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

The Elgin Pelican is manufactured in a 208,000 sq ft (19,350 m²) ISO:9001 certified, state-of-the-art industrial plant that employs the latest technology. To build the most reliable equipment, Elgin utilizes advanced CNC equipment, high-precision laser cutters, and a sophisticated powder coating system.

Because we build a better product, we back it up with a full one-year, unlimited hours warranty. Elgin also backs up your investment with superior, 24/7 local service and support. Our goal is to keep your machine—and your entire operation—up and running.

Through our international dealer network, we maintain a vast inventory of spare and maintenance parts and offer fast shipment to all corners of the world.

Altogether, the rugged, reliable Elgin Pelican is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



Pelican® - 3-Wheel, Mechanical Sweeper Specifications

Drive System	Electrical System	Dust Control System	Hopper	Conveyor
Make John Deere 4045 Tier 4 Final Type 4 cylinder Displacement 276 cu in (4.5 L) Horsepower 74 hp (55kW) @ 2,400 RPM Torque 274 ft-lbs (372 Nm) @ 1,400 RPM Aspiration Turbo charged	Wires Hot stamped and color coded wiring, alternator/regulator-unitized, 95 A Battery 12 volt, group 31, 925 CCA, 180 min. reserve. Lights Halogen sealed multiple beam headlights, combination stop and tail lights, adjustable side broom lights, directional signals with hazard switch. Safety horn, electronic back up alarm, sweep flashers.	Tank Construction Polyethylene Tank Capacity 220 gal (832 L) Fill Hose 16 ft 8 in (5080 mm) with hydrant coupling Pump Diagram with run dry capability Spray Nozzles Atomizing, adjacent to each broom	Sweep System Pump Variable displacement Capacity 13.6 GPM Fittings O-ring face seal type Reservoir Capacity 33 gal (106 L) Inlet Strainer 100 mesh Return Filter 10 micron absolute, full flow	Type Chevron cleat reinforced rubber belt Speed Variable with engine RPM Flexibility 9 in (229 mm) oscillation for large object passage Drive Hydraulic motor, chain and sprocket drive Bearings Sealed self-aligning, re-lube

PELICAN®

DURABLE.
MANEUVERABLE.
RELIABLE.
UNBEATABLE.

The Elgin® Pelican® broom sweeper is a three-wheel mechanical sweeper based on one of the original street sweeper designs, which has been continuously improved since 1914, meeting the highest sweeper standards. Maneuverability, visibility, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavily compacted dirt and bulky debris are all features of the Elgin Pelican. An isolation-mounted cab provides a cleaner, quieter operation, and the improved 360-degree visibility and easier access for service and maintenance make the Elgin Pelican an industry leader in street sweepers.

- Incredible ease of operation with 360° visibility
- Simplified maintenance with access to service points
- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- An industry leading warranty
- Strong, local service and support



Elgin Sweeper • 1300 West Bartlett Road, Illinois 60120 USA
Phone 847-741-5370 | Parts & Service 877-800-1111

Specifications subject to change without notice. Some products shown with optional equipment. Elgin® is a registered trademarks of Elgin Sweeper. Products may be covered by one or more United States Patents and/or pending patent applications. Elgin Sweeper is a subsidiary of Federal Signal Corp. | Federal Signal Corp. is listed in the NYSE by the symbol FSS.

Effective Date 03/24 P/N 0705031-J ©2024 Elgin Sweeper Printed in the USA

Proposed: 06/15/2026

RESOLUTION NO. 122-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with A & H Equipment for the acquisition of a Pelican Three-Wheel Mechanical Street Sweeper for the Streets Division of the Department of Public Works; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in order to meet operational needs, it is necessary to purchase a Street Sweeper for the Streets Division of the Department of Public Works; and

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

WHEREAS, the purchase of the Street Sweeper will be paid for by funding received pursuant to the NEORSD Community Cost Share Program; and

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

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements necessary for the purchase of a Pelican Three-Wheel Mechanical Street Sweeper through the Sourcewell Cooperative Purchasing Program, pursuant to Section 171.12 of the Cleveland Heights Codified Ordinances. The purchase price for said equipment shall not exceed the sum of Three Hundred Two Thousand dollars and 27/100 (\$302,000.27). All contracts hereunder shall be approved as to form by the Director of Law.

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

SECTION 3. Notice of the passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in

RESOLUTION NO. 122-2026(MSES)

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 meet fall leaf season 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

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

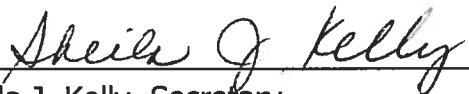
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C

Community Cost-Share Program APPLICATION

Member Community Information

Community: City of Cleveland Heights

Primary Project Contact: Collette Clinkscale
(Name & Title) Director of Public Works

Mailing Address: 40 Severance Circle
Cleveland Heights, Ohio 44118

Phone Number: 216-291-2209

Email: cclinkscale@clevelandheights.gov

Project Information

Project Title: Pelican Street Sweeper Acquisition

Address or Location of Project: Various Locations throughout the City

Project Start Date: Delivery expected August, 2026

Project End Date: Upon Acquisition

Community Cost-Share Fund Request: \$302,000.27

Submission Date: 5/7/2026

Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City will use this equipment to keep streets free of debris that may otherwise enter catch basins and storm mains and lead to potential flooding. This equipment is expected to be delivered by August 2026 and will be used throughout the entire City for the purpose as stated above. Sweeping streets on a regular basis keeps catch basins cleaned and reduces street flooding.

There are no permitting requirements for the acquisition of this equipment.

2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

Acquiring this equipment for the Streets/Sewer Divisions provides for the long term maintance of appro. 8,000 catch basins. Performing this maintenance helps the City meet the reuirements under its NPDES permit.

The City's goal is to sweep every street once per quarter throughout the year.



3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

All residents will be exposed to this equipment

4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

See attached quote from A & H Equipment

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment	\$302,000.27	Pelican 3-wheel Mechanical Sweeper
Materials		
Other		
TOTAL	\$ 302,000.27	



Presents a

Proposal Summary

Pelican ®
Durable. Reliable. Easy-to-Use.
Three-Wheel Mechanical Sweeper.

For: The City of Cleveland Heights





Pelican

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Auxiliary Emissions Level	Tier 4f
Domicile	Continental USA
Horsepower	Ecoinfused 74

Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments(Standard)
Sidebroom Tilt Option Left Hand	Yes (Includes Indicator)
Sidebroom Tilt Option Right Hand	Yes (Includes Indicator)
Mainbroom Material	Single Wrap Polypropylene - Disposable

Conveyance & Hopper

Hopper Coating Systems	None (Painted Only)
Dirt Shoes	Greaseable Dirt Shoes
Lower Conveyor Roller Cleanout	Yes

Dust Control & Flush Systems

Fill Hose Length	16'8"
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Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 2 of 9
Team Member : Karl
Dickinson
Tel :



Component Protection

Autolube	Midwest Autolube
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Lighting & Compliance

Backup Alarms	Federal Signal (Standard)
LED Arrowstick	Yes
Light Package	Light Package #12

Pelican Options

Radio Options	AM/FM/CD/Bluetooth With (1) Console Map Light
Left Hand Seat	Magnum Standard Seat
Mirrors	Unheated Unmotorized Mirrors
Right Hand Seat	Magnum Standard Seat
Left Hand Limb Guard	Heavy Duty
Right Hand Limb Guard	Heavy Duty

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Parts Manuals	1
John Deere Operators Manuals	1



Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 3 of 9
Team Member : Karl
Dickinson
Tel :



Cummins Operators Manual

1

Paint & Decal

Paint Sweeper

Standard White

Elgin Logo

Red Logo



Pelican
Quote Number: 2026-
86640
Date: 01-15-2026

Page 4 of 9
Team Member : Karl
Dickinson
Tel :



Chassis Notes :

Sweeper Body (Before Discount):	\$308,517.97
Sourcewell Discount:	(\$9,017.70)
Freight, PDI & Training:	\$2,500.00
Total:	\$302,000.27

Price indicated includes approved Special Request
Price valid for 30 Days from date of 01-15-2026

Product Model: Pelican
Proposal Date: 01-15-2026
Quote Number: 2026-86640
Price List Date: 01-15-2026

QTY: 1

Customer Initials _____

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By: _____

Date: _____



Pelican
Quote Number: 2026-86640
Date: 01-15-2026

Page 5 of 9
Team Member : Karl
Dickinson
Tel :



LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

STORAGE CHARGES: Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: _____

Date: _____





(800) 753-7566
ahequipment.com

1/15/2026

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118
Attn: Rich Kriefall

We are pleased to submit a quotation for the equipment listed below:

1- New Elgin Pelican NP Dual 3-Wheel Street Sweeper per the attached specifications

Sale Price.....	\$308,517.97
Sourcewell Discount.....	(\$9,017.70)
Freight, PDI & Training.....	\$ 2,500.00
Total Net Sales Price.....	\$302,000.27

This quotation becomes a contract for payment and delivery of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____

Karl M. Dickinson

Karl M. Dickinson
A&H Equipment Company

Pittsburgh – 620 W Beaver St, Zelienople, PA 16063

Harrisburg – 1405 B Hagy Way, Harrisburg, PA 17110

Independence – 7171 East Pleasant Valley Rd, Independence, OH 44131

Gahanna – 1045 Taylor Rd, Gahanna, OH 43230

Somerset – 241 E Garrett St, Somerset, PA 15501

Pelican[®]



ELGIN
Subsidiary of Federal Signal Corporation



GREATER MANEUVERABILITY, RELIABILITY AND VISIBILITY—IT IS EASY TO SEE THE **ADVANTAGES OF A PELICAN**

Continually improved since 1914, the Pelican mechanical sweeper offers a unique combination of performance advantages. It delivers superior cleaning action with easier operation and servicing. It is designed to sweep up everything from dust particles to the heaviest, most compact dirt and bulky debris. All while delivering greater efficiency and economy.

Operators will discover a rugged, reliable machine that is cleaner, quieter, easier to operate, more maneuverable and more comfortable. From the brooms to the chassis and inside the cab, the Pelican is engineered with innovative features that deliver years of dependable service.

As you explore all it has to offer, you will understand why the Elgin Pelican sets the standard of excellence in cleaning performance and why we can offer an industry-leading one-year, unlimited hours warranty.



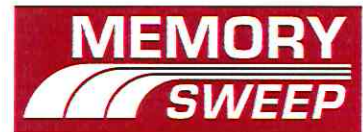
EASY OPERATION AND SERVICING MAKE PELICAN AN EASY CHOICE



Even the best equipment is only as good as an operator's ability to master it. That is why the Pelican is engineered with ease of operation in mind.

It begins with a comfortable, quiet cab matched with outstanding maneuverability that includes a tight turning radius for precise sweeping performance and variable dump height for optimal material handling. To minimize downtime, the Pelican offers easy access to all key service points. Its many advantages include:

- Large windows and see-through doors allow 360° visibility and make navigating streets simpler and safer
- Roomy cab offers superior ergonomics with filtered fresh air conditioning and a standard heater/defroster
- The cab includes dual steering, a rear view camera and in-cab monitor
- Single-engine, three-wheel design creates a compact frame for maximum maneuverability and stability
- All controls and gauges are logically laid out so operators can focus on the road and their work
- Updated swing-arm rear suspension, designed with shock absorbing coils, enhances ride quality and comfort
- Low-maintenance drive system has a unique wheel motor design for superior performance with minimal maintenance
- Most service points are positioned at ground level



EXCLUSIVE MEMORY SWEEP® DRIVES PRODUCTIVITY EVEN HIGHER

To enhance operator performance this unique feature allows the operator to resume all previous sweeper settings with one touch control.

It incorporates a multi-screen display highlighting engine hours and water tank level, as well as system diagnostics and optional broom features.

CLEANER STREETS START WITH A SUPERIOR CLEANING SYSTEM

Cleaner streets have never been more important, and the Pelican is designed with a unique sweep system that easily handles the heaviest, most compacted dirt and debris. Beyond its powerful cleaning action, the Pelican incorporates advanced technology, including a large hopper with optimal capacity that allows sweep time maximization, superior maneuverability, and safe operations.



120 in sweeping path



- 120 in (3048 mm) sweeping path for maximum cleaning efficiency (two side brooms)
- Hydraulically-driven, free-floating main and side brooms work as a system to efficiently sweep material from the curb and street into the hopper
- Main broom measures a generous 35 in x 66 in (889 mm x 1676 mm) and features standard variable speeds and down pressure for optimal sweeping in changing conditions
- Main broom and side brooms are protected by a system that automatically raises them when the sweeper is in reverse
- Each rugged side broom measures 36 in (914 mm) in diameter and protrudes up to 9 in (229 mm) beyond the outside of the tire while sweeping to capture more gutter debris
- Standard no-jam, belt-type conveyor with angled, molded-in, full-width cleats to carry large and small debris more efficiently into the center of the hopper preventing jamming while maximizing hopper capacity
- High steering angle and tight turning radius allow operators to sweep close to obstacles and precisely follow curb lines

VARIABLE HEIGHT FRONT DUMP HOPPER IMPROVES PERFORMANCE

This system is ideal for single-lane dumping, ensuring minimal traffic interruption. The hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. Loads are easily observed from the cab and the hopper's 3.5 cu yd (2.7 m³) and 9,000 lb (4082 kg) capacity assures maximum sweep time.

* 3.5 cu yd (2.7m³) volumetric capacity of hopper



DESIGNED TO DELIVER YEARS OF **RUGGED RELIABILITY**

Quality that endures. That is what the Pelican delivers. It is designed to provide you with superior performance day in and day out, year after year, in the most punishing of environments. From the broom to the engine to the chassis to the cab, you will find innovative engineering matched to heavy-duty construction:

- Durable, purpose-built chassis includes a compact frame for a tight turning radius and years of low maintenance operation
- Balanced design provides stable sweeping and dumping while the hopper load is positioned low for added stability and safety
- Reliable, single engine power from a proven John Deere 4045T 4.5 L, 4-cylinder turbocharged diesel capable of operating on bio-diesel up to B20
- Integrated sensors in the drive system precisely measure road speed and adjust power requirements based on the load
- Heavy-duty brake system features twin-caliper, power disc brakes with a dynamic braking design that significantly reduces wear
- Controlled by engine RPM and operated independently of direction and ground speed, the Pelican's broom speed provides effectiveness at slow or zero ground speeds
- Corrosion-resistant water system supplies the dust control system with 220 gal (833 L) of water
- Exclusive Elgin water pump can run dry without damaging the machine's water system



THE RIGHT MODEL FOR YOUR UNIQUE SPECIFICATIONS

To handle a wide range of sweeping applications, the Pelican can be customized in a variety of ways. We can help you select the right options and accessories to create a machine that meets your specific needs for years to come. In addition, your Pelican can come in a variety of configurations:



Industrial Pelican

This powerful waterless model is designed to meet the needs of industrial customers who sweep heavy, dry materials and need to keep dust emissions to a minimum. It offers the same patented waterless dust control system as our Waterless model, plus:

- Patented filtration system that directs the majority of airborne dust into the debris hopper with only a fraction of the dust making it to the filter
- Full filters can be mechanically cleaned with an on-board cleaning system that allows sweeping to continue
- Fully sealed cab includes a filtered fresh air intake and re-circulation
- Conveyor launch ramp aids in picking up fine debris types
- Dirt shoe "wings" allow for effective sweeping on rail crossings
- 3.5 cu yd (2.30 m³) high front dumping hopper is ideal for unloading sweepings into containers or dump trucks



Waterless Pelican

Where water conservation is a concern, the Waterless Pelican offers all the performance and features that set our equipment apart. Its offers you:

- Patented waterless dust control system includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter that work together to control fugitive dust without the use of spray water
- Improved pick-up of fine particles over traditional wet dust control sweepers
- Proven year-round sweeping including freezing weather conditions
- Elimination of mud buildup on components
- More uptime by eliminating the need to repeatedly fill the water tank for traditional dust control



Alternative Fuel Pelican

Hybrid - The plug-in hybrid electric Pelican is another example of Elgin Sweeper's ongoing commitment to help customers reduce their carbon footprint, improve air quality, and mitigate climate change.

- Uncompromised performance
- Always available - no range limitations
- Reduced fuel consumption
- Seamless and automatic transition between hybrid and conventional modes
- Charge on-the-go or with a Level 2 (240 VOC) SAE J1772 charging receptacle
- Lithium-ion battery for long duty cycle operation



OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

The Elgin Pelican is manufactured in a 208,000 sq ft (19,350 m²) ISO:9001 certified, state-of-the-art industrial plant that employs the latest technology. To build the most reliable equipment, Elgin utilizes advanced CNC equipment, high-precision laser cutters, and a sophisticated powder coating system.

Because we build a better product, we back it up with a full one-year, unlimited hours warranty. Elgin also backs up your investment with superior, 24/7 local service and support. Our goal is to keep your machine—and your entire operation—up and running.

Through our international dealer network, we maintain a vast inventory of spare and maintenance parts and offer fast shipment to all corners of the world.

Altogether, the rugged, reliable Elgin Pelican is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



Pelican® - 3-Wheel, Mechanical Sweeper Specifications

Drive System	Electrical System	Dust Control System	Hopper	Conveyor
Make John Deere 4045 Tier 4 Final Type 4 cylinder Displacement 276 cu in (4.5 L) Horsepower 74 hp (55kW) @ 2,400 RPM Torque 274 ft-lbs (372 Nm) @ 1,400 RPM Aspiration Turbo charged	Wires Hot stamped and color coded wiring, alternator/regulator-unitized, 95 A Battery 12 volt, group 31, 925 CCA, 180 min. reserve. Lights Halogen sealed multiple beam headlights, combination stop and tail lights, adjustable side broom lights, directional signals with hazard switch. Safety horn, electronic back up alarm, sweep flashers.	Tank Construction Polyethylene Tank Capacity 220 gal (832 L) Fill Hose 16 ft 8 in (5080 mm) with hydrant coupling Pump Diagram with run dry capability Spray Nozzles Atomizing, adjacent to each broom	Sweep System Pump Variable displacement Capacity 13.6 GPM Fittings O-ring face seal type Reservoir Capacity 33 gal (106 L) Inlet Strainer 100 mesh Return Filter 10 micron absolute, full flow	Type Chevron cleat reinforced rubber belt Speed Variable with engine RPM Flexibility 9 in (229 mm) oscillation for large object passage Drive Hydraulic motor, chain and sprocket drive Bearings Sealed self-aligning, re-lube

PELICAN®

DURABLE.
MANEUVERABLE.
RELIABLE.
UNBEATABLE.

The Elgin® Pelican® broom sweeper is a three-wheel mechanical sweeper based on one of the original street sweeper designs, which has been continuously improved since 1914, meeting the highest sweeper standards. Maneuverability, visibility, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavily compacted dirt and bulky debris are all features of the Elgin Pelican. An isolation-mounted cab provides a cleaner, quieter operation, and the improved 360-degree visibility and easier access for service and maintenance make the Elgin Pelican an industry leader in street sweepers.

- Incredible ease of operation with 360° visibility
- Simplified maintenance with access to service points
- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- An industry leading warranty
- Strong, local service and support



Elgin Sweeper • 1300 West Bartlett Road, Illinois 60120 USA
Phone 847-741-5370 | Parts & Service 877-800-1111

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Products may be covered by one or more United States Patents and/or pending patent applications.
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Effective Date 03/24 P/N 0705031-J ©2024 Elgin Sweeper Printed in the USA



Date: 6/11/26

To: City Council

From: Brian Anderson

Subject: Tax Increment Finance Ordinance to support renovation of the Alcazar

Purpose Statement:

Legislation approving a tax increment finance exemption for the Alcazar Hotel Apartment Building to help support the renovation and historical preservation of the property.

Is this legislation recurring: Yes: _____ No: X_____

Is emergency language necessary: Yes: _____ No: X_____

If yes, why?

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

If yes, why?

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

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

NA

Notes:

This ordinance would approve a 30 year non-school TIF exemption for the Alcazar as part of the properties proposed \$15 million renovation and historic preservation. As a non-school TIF, the CH-UH School District would receive the normal amount of funding the property would generate without the TIF in years 11-30 (after the "by-right" CRA exemption the project would qualify for in years 1-10). The project would create 132 updated apartment units and preserve historical features of the architecture and common spaces. The associated draft Development Agreement includes a provision to protect long-term tenants for a three year period to mitigate rent increases post-renovation.

Proposed: 06/15/2026

ORDINANCE NO. 123-2026(F), *First Reading*

By Mayor Petras

An Ordinance declaring improvements to a certain parcel within the City of Cleveland Heights to be a public purpose, exempting the improvements to such parcel from real property taxation for a period of 30 years; requiring the owners of such parcels to make service payments in lieu of taxes; establishing an Urban Redevelopment Tax Increment Equivalent Fund for the deposit of such payments; and approving a Development Agreement with the owner of said parcel; all pursuant to Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, RP Derbyshire LLC (the “Developer”) is the owner of Permanent Parcel Number 68516040, located in the City of Cleveland Heights (the “Property”), as further described on Exhibit A attached hereto; and

WHEREAS, the Developer intends to redevelop the Property by rehabilitating and renovating the existing building situated thereon (the “Project”); and

WHEREAS, Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code authorize this Council (i) to declare 100% of the Improvements to the Property, defined by Section 5709.41 of the Ohio Revised Code as the increase in the assessed value of the Property that would first appear on the tax list and duplicate for the Property after the effective date of this Ordinance were it not for the exemption granted by this Ordinance, resulting from the Developer undertaking the Project, to be exempt from real property taxation for a period of thirty years, (ii) to provide for the making of service payments by the Developer, or other future owners of the Property, in lieu of taxes, which shall be an obligation running with the land, and (iii) to establish an urban redevelopment tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, this Council has determined that it is necessary and appropriate, and in the City’s best interest, to provide for service payments in lieu of the exempted taxes with respect to the Property, pursuant to Section 5709.42 of the Ohio Revised Code (the “Service Payments”), to be utilized as set forth in this Ordinance, a Development Agreement between the Developer and City, as further set forth below, and Section 5709.43 of the Ohio Revised Code; and

WHEREAS, the development of the Project in the City will benefit the City and its residents by creating economic opportunities, increasing local employment opportunities, enlarging the property tax and income tax bases, and stimulating collateral development in the City; and

WHEREAS, the Property is located within the boundaries of the Cleveland Heights-University Heights City School District (the “School District”); and

ORDINANCE NO. 123-2026(F)

WHEREAS, this Council intends to use a portion of the Service Payments paid by the Developer, or other future owners of the Property, to fully compensate the School District in an amount equal to the amount of real property taxes the School District would have received but for the exemption provided by this Ordinance; and

WHEREAS, the City has delivered to the School District the written notification of this Ordinance required by Sections 5709.41, 5709.83 and 5715.27 of the Revised Code.

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

SECTION 1. This Council finds and determines that the Improvements, as defined in Section 5709.41 of the Ohio Revised Code, resulting from the Project to be undertaken by the Developer are declared to be a public purpose for purposes of Section 5709.41 of the Ohio Revised Code.

SECTION 2. Pursuant to and in accordance with the provisions of Section 5709.41 of the Ohio Revised Code, this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of the Property after the effective date of this Ordinance (the "Improvements" as defined in 5709.41 of the Ohio Revised Code Section) is a public purpose, and 100% of said Improvements are hereby exempt from real property taxation a period of 30 years, commencing for each parcel with the first tax year that begins after the effective date of this Ordinance in which Improvements resulting from the Project parcel first appears on that parcel, and ending on the date such Improvements have been exempted from taxation for a period of 30 years (the "Exemption Period").

SECTION 3. As provided in Ohio Revised Code Section 5709.42, the Developer, or other future owners of the Property, are hereby required to, and shall make, semi-annual Service Payments to the Cuyahoga County Fiscal Officer (the "County Fiscal Officer ") on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. The Service Payments, when distributed to the City by the County Fiscal Officer, shall be deposited in the Urban Redevelopment Tax Increment Equivalent Fund (the "Fund") established in Section 4 hereof. This Council hereby authorizes the Mayor, the Director of Finance, City Law Director, and other appropriate officers of the City to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for collection of those Service Payments.

SECTION 4. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the Fund, into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvements, by or on behalf of the County Fiscal Officer as provided in Section 5709.42 of the Ohio Revised Code, and hereby provides that the moneys deposited into the Fund shall be paid by the City to the School District and Developer in accordance with the terms of this Ordinance, the Development Agreement and Ohio law.

Specifically, the Service Payments shall be used as follows:

- (i) first, to the School District, a portion of the Service Payments received by the City equal to the amount of the real property taxes that would have been payable to the School District if the Improvements had not been exempted from real property taxation by this Ordinance (the "School District Payments");
- (ii) second, the balance in the Fund shall be paid to the Developer in accordance with, and for the purposes set forth in, the Development Agreement.

The Fund shall remain in existence so long as Service Payments are collected and used for the purposes set forth herein, after which time the Fund shall be dissolved in accordance with Section 5709.43 of the Ohio Revised Code and any moneys remaining therein shall be paid to the City.

SECTION 5. Pursuant to Ohio Revised Code Section 5709.41(E), the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen (15) days after its passage. On or before March 31st of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

SECTION 6. In accordance with Ohio Revised Code Section 5709.832, this Council hereby determines that the Developer, its successors or assigns in interest to the property tax exemption authorized herein, shall not deny employment to any individual based solely on race, religion, sex, disability, color, national origin, or ancestry, and the Developer shall abide by any related terms of the Development Agreement.

SECTION 7. This Council hereby designates the City's tax incentive review council ("TIRC") previously established by this Council as the TIRC that shall annually review the exemptions provided pursuant to this Ordinance as required by Ohio Revised Code Section 5709.85.

SECTION 8. This Council hereby authorizes the Mayor to execute a Development Agreement with the Developer and to sign any other related documents concerning the undertaking of the Project. The Development Agreement shall be substantially in accordance with the Development Agreement attached hereto as Exhibit B.

SECTION 9. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

ORDINANCE NO. 123-2026(F)

SECTION 10. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this legislation to the city of Cleveland Heights website.

SECTION 11. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants, the emergency being the need to facilitate the redevelopment of the Property at the earliest possible time. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Situated on the City of Cleveland Heights, County of Cuyahoga, and State of Ohio, and being known as Sub Lots Nos. 500, 501, 502, 503, and 504, in a Subdivision of part of Original One Hundred Acre Lots nos. 405 and 406, and in compliance with the Decree of the Court of Common Pleas recorded in Journal Volume 194, Page 427 of Cuyahoga County records, and together forming a parcel of land bounded and described as follows:

Beginning on the Easterly line of Surrey Road, at the Southwesterly corner of said Sub Lot No. 504; thence Northerly along the Easterly line of Surrey Road, 294.82 feet to the Southerly end of the curved turnout between said Easterly line and the Southwesterly line of Derbyshire Road; thence Easterly along said curved turnout, 12.54 feet to the Southwesterly line of Derbyshire Road; thence Southeasterly along the Southwesterly line of Derbyshire Road, 270.15 feet to the Northeasterly corner of said Sub Lot 500; thence Southerly along the Easterly line of said Sub Lot No. 500, 185.80 feet to the Southeasterly corner thereof; thence Westerly along the Southerly line of said Sub Lots Nos. 500 and 504, 211.62 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Property Address: 2450 Derbyshire Road, Cleveland Heights OH 44106
Permanent Parcel No. 685-16-040

EXHIBIT B
DEVELOPMENT AGREEMENT

See attached.

DEVELOPMENT AND TAX INCREMENT FINANCING AGREEMENT

This Development and Tax Increment Financing Agreement (this “Agreement”) is made and entered into as of _____, 2026 (the “Effective Date”) by and between THE CITY OF CLEVELAND HEIGHTS, OHIO (the “City”), an Ohio municipal corporation and political subdivision organized under the laws of the State of Ohio and its Charter, and RP DERBYSHIRE LLC, an Ohio limited liability company, its affiliates, successors and assigns (collectively, the “Developer”).

RECITALS:

- A. Developer is the owner of certain real property located at 2450 Derbyshire Road, Cleveland Heights, Ohio 44106, and identified in the Cuyahoga County records as Permanent Parcel Number 685-16-040, which consists of ____ acres of land and a ____-unit apartment building more commonly known as the Alcazar Hotel (the “Property”). The Property is described on **Exhibit A**, attached hereto and incorporated herein.
- B. The Developer intends to design, construct and undertake renovations to the apartment building located upon the Property given the age and obsolescence of said building, as set forth in more detail on **Exhibit B**, attached hereto and incorporated herein (the “Development”).
- C. To facilitate the Development and the broader revitalization of the neighborhood surrounding the Property, and for the further creation of employment opportunities and residential opportunities in the City, the City will adopt an Ordinance in the form attached hereto as **Exhibit C** (the “TIF Ordinance”), wherein it will declare that the increase in value of the Property resulting from the Development (the “Improvement”) shall be a public purpose, and 100% of the Improvement shall be exempt from real property taxation for 30 years pursuant to Section 5709.41 of the Ohio Revised Code (the “TIF Exemption”); and
- D. The TIF Ordinance requires the Developer and all future owners of the Property (each individually an “Owner” and collectively the “Owners”) to make annual service payments in lieu of real property taxes equal to the amount of real property taxes that would have been payable had the Improvement not been exempt from real property taxation under the TIF Ordinance, together with any penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code and other payments with respect to each Improvement that are received by the Cuyahoga County Fiscal Officer (the “County Fiscal Officer”) in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (collectively, the “Service Payments”).
- E. Pursuant to a certain Transfer and Indemnity Agreement between the City and Developer dated _____, 2026 the Developer previously transferred the Property to the City and the City subsequently transferred the Property to the Developer, thereby satisfying the

requirement in Section 5709.41 that the City be in the chain of title of the Property prior to the adoption of the TIF Ordinance.

- F. The TIF Ordinance also authorizes the Service Payments to be used to make certain payments to the Cleveland Heights-University Heights City School District (“School District”) in the amount that the School District otherwise would have received but for the City’s adoption of the TIF Ordinance.
- G. The TIF Ordinance also authorizes the Service Payments to be used by the City as part of its urban redevelopment activities to reimburse the Developer for any and all costs associated with the Development pursuant to Sections 5709.41, 5709.42 and 5709.43 of the Ohio Revised Code, as the same are more fully defined in the TIF Ordinance and this Agreement.
- H. The City and Developer desire to enter into this Development Agreement to provide for the above assistance to the Developer for the benefit of the Development and the City’s urban redevelopment activities.

Now, therefore, in consideration of the promises and covenants contained in this Agreement, to induce the Developer to proceed with the construction of the Development, and to create jobs and residential opportunities, and to revitalize the neighborhood surrounding the Property, the Developer and the City agree as follows:

Section 1. Incorporation of Recitals.

The recitals to this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 2. Construction of Development.

A. Construction of the Development. Upon acquisition of the Property, the Developer shall undertake the construction of the Development on the Property generally consistent with the drawings set forth in **Exhibit B**, attached hereto and incorporated herein by reference. The Developer shall prepare all plans, drawings, surveys, etc. necessary for the Development, shall use commercially reasonable means and methods to construct and complete the Development, shall ensure the same is constructed in a workmanlike manner, shall hire contractors and subcontractors that are qualified and licensed to undertake such work, and shall acquire all requisite permits and approvals prior to the commencement of the construction from the City or other applicable authority to the extent such additional permits and approvals are necessary.

The Developer shall commence construction of the Development no later than January 1, 2027 and shall complete construction no later than two (2) years following commencement of construction. For purposes of this paragraph, commence construction shall mean that the Developer has hired the general contractor, all permits and approvals necessary for the commencement of construction have been obtained by the Developer, and the actual construction towards the renovation of the Property has commenced. For purposes of this paragraph,

construction shall include site work, interior demolition, and environmental remediation activities. For purposes of this paragraph, complete shall mean that Development is substantially complete and that Developer has applied in good faith for final certificates of occupancy from the City's Building Department.

In the event the Developer does not commence construction as set forth in this Section by January 1, 2027 or does not complete construction as set forth in this Section within two (2) years after commencement of construction, then the City may terminate this Agreement immediately, and terminate the exemption granted under the TIF Ordinance.

B. Planning and Zoning Approvals. The Development shall be constructed in accordance with all planning, zoning and building codes and ordinances of the City and any other applicable governmental authority, as well as the architectural/design criteria approved by the City's Architectural Board of Review. To the extent required by the City's planning and zoning codes, Developer shall apply for and obtain any further approvals and permits not obtained by Developer as of the execution of this Agreement, and shall abide by the terms and conditions of the same.

C. Rent Moderation. Developer agrees that, as a condition of receipt of a portion of the Service Payments provided for herein, commencing with the Effective Date, and continuing until the end of the third-year anniversary of the completion of construction, the Developer shall not increase the monthly rent amount for any existing tenant residing at the Property as of the Effective Date by more than 10% per lease year during that timeframe, provided that such tenant was also residing at the Property July on 22, 2022. Any breach of this condition by the Developer shall constitute a default of this Agreement and the City shall be entitled to terminate the payment of any future Service Payments to Developer hereunder. In the event of termination, the City may continue to use the Service Payments not paid to the Developer for the purposes provided herein. Developer shall provide the City, upon reasonable request by the City, documentation, including, but not limited to rent rolls for the years at issue, evidencing the rental rates charged to Developer's tenants residing at the Property.

Section 3. TIF Exemption.

A. The City has adopted, or shall adopt, pursuant to Section 5709.41 of the Ohio Revised Code, the TIF Ordinance, and through the TIF Ordinance, has granted, or shall grant, among other things, with respect to the Improvement, a 100% exemption from real property taxation, commencing on the first day of the first tax year following the adoption of the TIF Ordinance in which the Improvement attributable to the construction of the Development would have first appeared on the tax list and duplicate of real and public utility property had the exemption not been provided under the TIF Ordinance, and ending 30 years after such date.

B. In accordance with Sections 5715.27 and 5709.911 of the Ohio Revised Code, the City shall file or cause to be filed a completed application for an exemption from real property taxation (Ohio Department of Taxation DTE Form 24 or its successor form) with the Cuyahoga County Fiscal Officer for the Improvement to the Property. The City and the Developer agree to cooperate with each other for this purpose, and to cooperate with the Cuyahoga County Fiscal Officer, the Ohio Department of Taxation, and other public officials and governmental agencies

in the performance by the public officials and governmental agencies of their duties in connection with the TIF Ordinance and this Agreement. The Developer agrees to provide the City, upon request from the City, an executed Ohio Department of Taxation DTE Form 24P or its successor form consenting to the City's filing of the DTE Form 24 or its successor form.

Section 4. Service Payments.

As provided in Section 5709.42 of the Ohio Revised Code, the Owners are required under this Agreement and under the TIF Ordinance to make annual service payments in lieu of taxes to the Cuyahoga County Fiscal Officer on or before the final dates for payment of real property taxes. Each such payment (including any interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from real property taxation. Any late payments shall be subject to penalty and bear interest at the then-current rates established under Sections 323.121 and 5703.47 of the Ohio Revised Code, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time. No Owner shall, under any circumstances, be required with respect to any tax year both to pay Service Payments with respect to an Improvement and to reimburse local taxing authorities for the amount of real property taxes that would have been payable had the Improvement not been exempted from taxation pursuant to the TIF Ordinance.

Section 5. Municipal Urban Redevelopment Tax Increment Equivalent Fund.

Under the TIF Ordinance, the City has established the municipal urban redevelopment tax increment equivalent fund under Section 5709.43 of the Ohio Revised Code ("TIF Fund"). The TIF Fund shall be maintained in the custody of the City. The TIF Fund shall receive all Service Payments distributed by the Cuyahoga County Fiscal Officer to the City pursuant to Section 5709.43 of the Ohio Revised Code.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the purposes described in this Agreement and the TIF Ordinance. Then, the TIF Fund shall be dissolved in accordance with Section 5709.43 of the Ohio Revised Code. Further, except as otherwise provided in this Agreement or the TIF Ordinance, moneys deposited in the TIF Funds shall be used as described in Section 10 of this Agreement.

Section 6. Use of Service Payments Deposited Into the TIF Fund.

Under the TIF Ordinance, and in accordance with Section 5709.43 of the Ohio Revised Code, the Service Payments collected in the TIF Fund shall be paid by the City to the School District and Developer, as set forth below in this Section, subject to the terms and conditions of this Agreement, provided that all such payments to Developer shall be used solely to pay or reimburse the Costs of the Development as defined herein, including the principal and interest on the advancement of such costs by Developer or any loan or other financing acquired by Developer in connection with the Development, and further provided that such payments to the Developer shall not exceed the amount actually expended by the Developer to construct the Development.

Service Payments in the TIF Fund shall be allocated as follows, and shall be paid to the School District semi-annually upon the deposit of the Service Payments into the TIF Fund, and to the Developer in accordance with the timing set forth below:

- (i) First, to the School District, a portion of the Service Payments received by the City equal to the amount of the real property taxes that would have been payable to the School District if the Improvements had not been exempted from real property taxation by the TIF Ordinance;
- (ii) Second, to the Developer to reimburse the Developer for the costs of designing and constructing the Development (the “Costs of the Development”). The Costs of the Development shall include any and all costs Developer incurred in order to construct the Development, including but not limited to:
 - (a) Payment of all costs associated with the design and construction of the Development, including review, permitting and inspection fees incurred in order to design and construct the Development, and professional fees; management, construction management and supervisory fees related to the undertaking of the Development.
 - (b) Construction, operation and maintenance of public improvements and publicly owned facilities on the Property, including, but not limited to: streets, storm and sanitary sewers, water treatment facilities and water transmission lines, sidewalks, curbs, street trees and furniture, transitway improvements, off-street parking facilities, street lighting and signalization, wayfinding signage, pedestrian walkways, and public parks and plazas, whether owned by the City or other governmental entity by agreement with the city, and associated land acquisition and demolition, planning and engineering costs;
 - (c) Land and building acquisition, demolition, site assessment, remediation, preparation and other preparatory or logistic expenses related to the Development;
 - (d) Any other expenditures made with respect to the Property in accordance with this Development Agreement or other agreements entered into in connection with the development of the Property provided such expenditures are otherwise permitted by law; and
 - (e) Interest on the unpaid portion of the Costs of Development set forth in subsections (a) to (d), above, or any part thereof, which will accrue at the Interest Rate from the date the expense is incurred by the Developer. Any interest on any Developer Cost that remains unpaid on the day following each Payment Date, as the same is defined below, will itself accrue interest in the same manner as the Costs of Development. As used in this Agreement, “Interest Rate” means a rate equal to 7.0% per annum,

calculated on the basis of a 360-day year consisting of twelve 30-day months.

- (iii) Third, in the event the Costs of the Development are paid in full using the Service Payments prior to the termination of the exemption provided for in the TIF Ordinance, the remaining Service Payments shall be allocated and paid to the City for to pay for the City's costs incurred for urban redevelopment activities in the City.

The City and Developer understand and agree that the actual Costs of the Development may exceed the amount of Service Payments collected during the term of the exemption, but expressly desire to limit the amount of reimbursement of the Costs of the Development to be reimbursed by the Service Payments to no more than the total of the actual Service Payments collected by the City and paid to Developer pursuant to this Section. Should the Developer opt to use the Service Payments allocable to it to finance any of the Costs of Development or to reimburse itself for the advancement of such costs, the City shall cooperate with the Developer in procuring any such financing, including executing any agreements or other documents associated with such financing, including (without limitation) the assignment of the right to receive the Service Payments, and the entry of direct-payment arrangements for the City to make debt service payments directly out of the TIF Fund to a trustee or lender. In addition to the debt service payments, the Developer may use the Service Payments allocable to it to pay the costs of any financing.

Upon Developer substantially completing the Development, Developer shall provide a certified statement to the City setting forth and providing reasonable evidence concerning the Costs of the Development substantially in the form attached hereto as **Exhibit D** (each a "Certified Statement," and collectively, the "Certified Statements").

By December 31st of each calendar year that Service Payments are deposited into the TIF Fund, the City shall pay to School District and Developer the amounts set forth in this Section. The City is only obligated to make such payments to the extent that funds are actually available in the TIF Fund. In no event shall the City be liable to Developer in any manner for any unpaid or reduced payments, or unpaid Costs of the Development, that are unpaid or reduced as a result of insufficient funds in the TIF Fund.

Section 7. Recording; Priority of Lien.

The Developer may cause this Agreement to be recorded in the Cuyahoga County records, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Sections 323.11 and 5709.91, be prior to any mortgage, assignment, lease or other conveyance of any part of or interest in the Property, and prior to any security instrument encumbering all or any part of or interest in the Property.

Section 8. Representations of the Parties.

The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of the Developer, and that this Agreement is supported by consideration. The City hereby represents that this Agreement is authorized by Ordinance No. _____, adopted _____, 2026, that the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations under this Agreement and under the TIF Ordinance, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of the City, that this Agreement is supported by consideration, that the City will not amend, modify, or repeal the TIF Ordinance in any way that would affect the amount of Service Payments payable to the City except as approved by the Developer or required by law, and that the City will not transfer, encumber, spend, or use any Service Payments other than as provided in the TIF Ordinance and in this Agreement.

Section 9. Breach and Remedy.

In addition to any specific remedy provided for herein, except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party to this Agreement, or any successor to such party, such party (or successor) shall, within ninety (90) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken within such ninety (90) day period, or if such cure or remedy cannot be reasonably completed within such ninety (90) day period but is not begun during such period and cured or remedied within a reasonable time, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Section 10. Miscellaneous.

A. Agreement Binding on Parties; No Personal Liability. All covenants, obligations, and agreements of the City and the Developer contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of the City in other than their official capacity or of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of the Developer other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither the members of City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, shall be liable personally by reason of the covenants, obligations, or agreements of the City or the Developer contained in this Agreement. The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law.

B. Entire Agreement. This Agreement and the agreements attached hereto represent the entire and integrated agreement between the parties for the subject matter hereof and supersedes all prior negotiations, representations, or agreements in such regard, either written or oral.

C. Amendments and Modification. This Agreement may be amended only by a written document signed by both City and Developer.

D. Successor and Assigns. This Agreement shall be binding upon, and inure to the benefit of, all successors and assigns; provided, however, that neither party may assign its interest in this Agreement without the written consent of the other party.

E. Notices. Any notice, request, consent, approval or demand (collectively, a "Notice") given or made under this Agreement shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; (b) by mailing of such Notice by certified mail, return receipt requested; or (c) by nationally recognized commercial overnight delivery of such Notice for next business day delivery. All Notices shall be delivered to the addresses set forth in this Section. Notice served by certified mail shall be effective on the fifth business day after the date of mailing. Notice served by commercial overnight delivery shall be effective on the next business day following deposit with the overnight delivery company.

If to Developer: RP DERBYSHIRE LLC

Attn: _____

with a copy to:

Attn: _____

If to City: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Mayor

with a copy to: City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Law Director

Roetzel & Andress, LPA
222 S. Main St.
Suite 400
Akron, OH 44308
Attn: Jason D. Dodson, Esq.

Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

F. Applicable Laws. Developer shall obtain and maintain all necessary City and other governmental permits, licenses and other approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements relating to development of the Project. By executing this Agreement, the City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits and other approvals from the City's Department of Planning, the City's Department of Public Works, the City's Planning Commission, Architectural Board of Review or any other City board or commission, that may be required in connection with the Project. Developer agrees that it will comply with all applicable federal, state and local laws with regard to housing opportunities and 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 (including age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the Development or any related activities pursuant to this Development Agreement.

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

H. Choice of Law and Forum Selection. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Any civil action relating to or arising from this Agreement shall be filed in the Cuyahoga County Court of Common Pleas.

I. Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

J. No Continuing Waiver. The waiver by any part of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

K. Force Majeure. Neither Party will be considered in default in its obligations, if the delay in performance is due to causes beyond its reasonable control and without its fault or negligence. Such causes include, without limitation, acts of God or of the public enemy, acts of terrorism, acts of the federal or state government, acts or delays of the other party, fires, floods or other casualty, weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of those causes. It is the intent of the

Parties that in the event of the occurrence of any force majeure event, the time or times for performance will be extended based on the delay caused by such force majeure event.

L. Exhibits. All of the exhibits attached to this Agreement are expressly incorporated herein and made a part hereof. If the Parties, after the execution of this Agreement, mutually agree to amend or modify any of the exhibits attached hereto, then the applicable exhibit attached hereto shall be removed and replaced by the mutually approved amended or modified version of such exhibit.

M. Execution and Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be treated as original signatures to this Agreement.

N. City Fees and Expenses. Developer agrees to reimburse the City up to \$5,000.00 towards the City's attorney fees incurred in connection with the preparation of this Agreement, the TIF Ordinance and any other agreement or documents contemplated hereby or giving rise to this Agreement. The City shall invoice the Developer for the same through one or more invoices, and the Developer shall pay the same within thirty (30) days of receipt of said invoice(s).

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

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of the City and the Developer have executed this Agreement for and on behalf of the City and the Developer as of the date first set forth above.

CITY OF CLEVELAND HEIGHTS,
CUYAHOGA COUNTY, OHIO,
as City

By: _____

Name: _____

Title: _____

Approved as to legal form.

William R. Hanna, Law Director

Dated: _____

RP DERBYSHIRE LLC
as Developer

By: _____

Name: _____

Title: _____

List of Exhibits

Exhibit A – Legal Description of the Property

Exhibit B – Drawings Depicting Development

Exhibit C – TIF Ordinance

Exhibit D – Certified Statement

EXHIBIT A

Legal Description of the Property

Situated on the City of Cleveland Heights, County of Cuyahoga, and State of Ohio, and being known as Sub Lots Nos. 500, 501, 502, 503, and 504, in a Subdivision of part of Original One Hundred Acre Lots nos. 405 and 406, and in compliance with the Decree of the Court of Common Pleas recorded in Journal Volume 194, Page 427 of Cuyahoga County records, and together forming a parcel of land bounded and described as follows:

Beginning on the Easterly line of Surrey Road, at the Southwesterly corner of said Sub Lot No. 504; thence Northerly along the Easterly line of Surrey Road, 294.82 feet to the Southerly end of the curved turnout between said Easterly line and the Southwesterly line of Derbyshire Road; thence Easterly along said curved turnout, 12.54 feet to the Southwesterly line of Derbyshire Road; thence Southeasterly along the Southwesterly line of Derbyshire Road, 270.15 feet to the Northeasterly corner of said Sub Lot 500; thence Southerly along the Easterly line of said Sub Lot No. 500, 185.80 feet to the Southeasterly corner thereof; thence Westerly along the Southerly line of said Sub Lots Nos. 500 and 504, 211.62 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Property Address: 2450 Derbyshire Road, Cleveland Heights OH 44106
Permanent Parcel No. 685-16-040

EXHIBIT B

Drawings Depicting Development

See attached.

EXHIBIT C
TIF Ordinance

See attached.

EXHIBIT D

Certified Statement

RP Derbyshire LLC (the “Developer”) hereby certifies that the Development, as such term is defined in the Development and Tax Increment Financing Agreement (“Development Agreement”) entered into by and between the Developer and the City of Cleveland Heights, Ohio dated as of _____, 2026 has been completed at 2450 Derbyshire Road, Cleveland Heights, Ohio 44106 (the “Property”) in compliance with terms of the Development Agreement.

Note: Capitalized terms used but not defined in this Certified Statement have the meaning assigned to them in the Development Agreement to which this Certified Statement is attached and of which it forms a part.

THE DEVELOPER HEREBY CERTIFIES:

1. As of _____, the Developer has completed the Development in accordance with the terms of the Development Agreement. Such date is hereby established as the completion date for the Development under the Development Agreement.
2. The Development has been completed in all material respects in accordance with Exhibit C to the Development Agreement.
3. The Developer has complied, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Development.
4. The Developer holds fee ownership in the Property on which the Development was completed.
5. Attached hereto as Schedule 1 is an itemization of the Costs of the Development, which are supported by the further documentation and evidence provided with this Certificate.

[Balance of Page Intentionally Left Blank]

NOTICE: DO NOT SIGN THIS COMPLETION CERTIFICATE UNLESS YOU AGREE TO EACH OF THE ABOVE STATEMENTS.

RP DERBYSHIRE LLC

By: _____

Name: _____

Title: _____



Date: June 15, 2026

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: Changes to CHCIC Board Membership

Purpose Statement: This legislation would reduce the number of directors to the minimum necessary to keep the CHCIC active with the State, but not create an administrative burden. The legislation also authorizes the Mayor to file the appropriate documentation with the State.

The Mayor, after consultation with City staff, outside counsel for the CHCIC, and the CHCIC members themselves, desires to maintain property and vacant lot disposition with the City and therefore not utilize the CHCIC at this moment.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? So that the City may focus its efforts on Charter methods to acquire, sell, lease, transfer and otherwise dispose of real property.

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

If yes, why?

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

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

Proposed: 06/15/2026

ORDINANCE NO. 124-2026(PD), *First Reading*

By Mayor Petras

An Ordinance amending Ordinance No. 13-2019, as amended previously by Ordinance No. 11-2022 and Ordinance No. 195-2023, to reduce the number of Directors on the Board of Directors of the Cleveland Heights Community Improvement Corporation to include only the Mayor, President of Council, and the Director of the City's Department of Planning and Development, authorizing the Mayor to file appropriate Amended Articles of Incorporation, and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by Ordinance No. 13-2019, and in accordance with the provisions of Chapter 1724 of the Ohio Revised Code, created the Cleveland Heights Community Improvement Corporation ("CIC") for the purpose of advancing, encouraging and promoting industrial, economic, commercial and civic development within the territorial boundaries of the City, in furtherance of the City's Master Plan; and

WHEREAS, Ordinance No. 13-2019 specified four City officials and employees to serve as ex-officio members of the CIC's 5-member Board of Directors, and provided for one member to be appointed by the City Manager; and

WHEREAS, based upon the change in the form of government from a Council-Manager to a Mayor-Council form, Ordinance No. 13-2019, and the composition of the CIC Board of Directors, was amended by this Council through Ordinance No. 11-2022 to comport with the new Mayor-Council form of government; and

WHEREAS, pursuant to Ordinance No. 195-2023, this Council expanded the CIC Board of Directors to a total of nine (9) Directors, to wit: the Mayor, the President of Council, the Chairperson of the Planning and Development Committee of City Council, the Director of the City's Department of Planning and Development, and five (5) members appointed by the Mayor, subject to approval of this Council; and

WHEREAS, due to limited resources and the City's ability to utilize its Charter authority to effectively and efficiently acquire, sell, lease, transfer and otherwise dispose of real property for purposes similar to the statutory purposes of the CIC, the Mayor has recommended that the City shift its focus to exercising those Charter powers, de-emphasizing the role of the CIC in such matters, and consequently reducing the size of the CIC Board of Directors to three (3) members, such being the Mayor, the President of Council, and the Director of the City's Department of Planning and Development; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is in the best interest of the City to reduce the size of the CIC Board of Directors to three (3) Directors, the Mayor, the President of Council, and the City's Department of Planning and Development;

ORDINANCE NO. 124-2026(PD)

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

SECTION 1. The provisions of Ordinance No. 13-2019, as amended by Ordinance No. 11-2022 and Ordinance No. 195-2023 shall be, and are hereby, amended and modified only to the extent provided herein. All provisions of Ordinance No. 13-2019, as amended by Ordinance No. 11-2022 and Ordinance No. 195-2023 not inconsistent with the provisions of this Ordinance shall remain in full force and effect.

SECTION 2. The CIC shall be governed by a Board of Directors having three (3) Directors, composed as follows:

- i. The Mayor
- ii. The President of Council
- iii. The Director of the Department of Planning and Development

Each Director shall hold his/her position as a Director for the duration of his/her tenure in the office or position to which his/her Board position relates.

The CIC shall have officers as follows:

- i. President – Mayor
- ii. Vice President – President of Council
- iii. Secretary/Treasurer – The Director of the Department of Planning and Development, or a non-Director, as appointed by Board

SECTION 3. The Mayor is hereby authorized to file amended Articles of Incorporation with the Ohio Secretary of State for the CIC, along with any related documents.

SECTION 4. The CIC shall promptly amend its Code of Regulations at its next meeting for the conducting of its business.

SECTION 5. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

ORDINANCE NO. 124-2026(PD)

SECTION 7. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants, the emergency being the need to reduce the number of members of the Board promptly so that the City may focus its efforts on Charter authorized methods to acquire, sell, lease, transfer and otherwise dispose of real property. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take 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 by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor



Date: June 15, 2026

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: Creating a Municipal Property Development and Disposition Committee

Purpose Statement: This legislation creates a Municipal Property Development and Disposition Committee. Once the Committee is created, subsequent legislation will be drafted that will recommend for appointment the (soon to be former) CHCIC Board members to this Committee.

The Mayor, after consultation with City staff, outside counsel for the CHCIC, and the CHCIC members themselves, desires to maintain property and vacant lot disposition with the City and therefore not utilize the CHCIC at this moment. There is companion legislation that accomplishes this. The Mayor, however, valued the expertise and input that the CHCIC board members provided and wishes to continue to receive that input.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To allow the appointment of members to the Committee on 7/6.

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

If yes, why?

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

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

Proposed: 06/15/2026

ORDINANCE NO. 125-2026(PD), *First Reading*

By Mayor Petras

An Ordinance establishing a Municipal Property Development and Disposition Committee and prescribing its composition, purpose, powers, duties, and procedures; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights owns, or may from time to time acquire, vacant, unused, underutilized, tax-foreclosed, or otherwise nonproductive real property, including property held or acquired through the City's Land Reutilization Program; and

WHEREAS, the City has a substantial interest in ensuring that such real property is reutilized and redeveloped in a deliberate, transparent, orderly, and strategic manner so that property not needed for municipal purposes may be returned to productive use, devoted to appropriate public use, assembled for redevelopment, or otherwise disposed of in a manner that advances the public health, safety, welfare, convenience, and economic well-being of the City and its residents; and

WHEREAS, thoughtful review of City-owned real property may assist the City in promoting neighborhood stabilization, eliminating blight, encouraging reinvestment, expanding housing and homeownership opportunities, supporting compatible commercial and mixed-use development, increasing the tax base where appropriate, reducing maintenance burdens on the City, and advancing adopted planning, housing, redevelopment, and economic development goals of the City; and

WHEREAS, City Council desires to create a special advisory committee to review City-owned vacant, unused, underutilized, and nonproductive real property and to advise the Mayor, Administration, and City Council concerning potential opportunities for development, redevelopment, assemblage, interim use, reuse, transfer, and/or disposition of such property.

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

SECTION 1. There is hereby established the Cleveland Heights Municipal Property Development and Disposition Committee (the "Committee").

SECTION 2. Composition; Appointment; Qualifications. The Committee shall be composed of five (5) members, all of whom shall serve without compensation. All members shall be appointed by the Mayor, subject to confirmation by City Council. At least four (4) members of the Committee shall be residents of the City of Cleveland Heights. Not more than one (1) member may be a nonresident, provided such member

possesses experience or expertise that would assist the Committee in carrying out its purposes, including, without limitation, experience in real estate development, planning, architecture, construction, housing, community development, finance, appraisal, land banking, or neighborhood revitalization.

To the extent practicable, the Mayor and Council should seek to appoint members whose backgrounds, experience, and perspectives collectively provide the Committee with knowledge relevant to land use, redevelopment, neighborhood conditions, housing needs, economic development, property valuation, and the public interest.

SECTION 3. Members shall serve three-year terms. Each member shall continue to serve until a successor is appointed and confirmed, unless the member sooner resigns, is removed, or becomes ineligible to serve. Any vacancy occurring during a term shall be filled by appointment of the Mayor, subject to confirmation by City Council, for the unexpired portion of the term. A member may be removed by the Mayor, in accordance with Article XI, Section 3 of the City Charter.

SECTION 4. The Mayor shall designate one member to serve as the initial Chairperson. At its first meeting each calendar year, the Committee shall elect from among its members a Chairperson and Vice-Chairperson and may designate a Secretary if it deems advisable. The Committee may adopt reasonable rules of procedure and standing rules not inconsistent with this Ordinance, the Charter and Codified Ordinances of the City, and applicable law.

SECTION 5. The purpose of the Committee is to assist the City in the strategic stewardship, reuse, redevelopment, and lawful disposition of City-owned real property by reviewing vacant, unused, underutilized, and nonproductive parcels and advising the Mayor, Administration, and City Council on opportunities and recommended priorities for development and/or disposition. In carrying out this purpose, the Committee shall seek to promote the productive reuse of land; neighborhood stabilization; elimination or reduction of blight; responsible infill development; compatible housing, commercial, mixed-use, civic, and open-space outcomes where appropriate; equitable reinvestment across the City; sound urban design; efficient use of public assets; reduction in ongoing maintenance burdens on the City; and the return of property to tax-generating status when consistent with the public interest and applicable law.

The Committee's work shall include consideration of whether particular parcels or groups of parcels should be retained for present or future municipal purposes; assembled with adjacent parcels; offered for redevelopment or rehabilitation; conveyed for side-yard, open-space, community garden, stormwater, mobility, public infrastructure, or similar public-benefit uses; marketed through requests for proposals or other public processes; transferred subject to conditions, covenants, development obligations, occupancy requirements, or reversionary interests; or otherwise disposed of in a manner reasonably calculated to assure the property's effective reutilization and long-term contribution to the City.

In fulfilling such purpose, the Committee may:

- a) Review City-owned real property that is vacant, unused, underutilized, or otherwise nonproductive, including property associated with the City's Land Reutilization Program;
- b) Evaluate such property, individually or collectively, with respect to its condition, zoning, location, market context, and strategic value;
- c) Identify and recommend priorities and opportunities for redevelopment, assemblage, interim use, housing, commercial or public uses, and other lawful disposition strategies;
- d) Advise the City on criteria and procedures for evaluating proposed purchasers, developers, or end users, including financial capacity, experience, compliance history, and consistency with City goals;
- e) Recommend appropriate terms and safeguards for property disposition, including pricing, development obligations, timelines, restrictions, and other conditions necessary to ensure productive reuse;
- f) Advise whether properties should be retained for municipal or public purposes;
- g) Recommend alignment with the City's planning, housing, redevelopment, and economic development goals;
- h) Advise on appropriate public engagement for significant redevelopment or disposition matters; and

SECTION 6. The Committee is advisory only. It shall have no independent authority to bind the City, approve a conveyance, direct any sale, lease, transfer, or development transaction, incur obligations on behalf of the City, or supersede the authority of the Mayor, City Council, or any department, board, commission, or officer of the City. All conveyances, contracts, transfers, leases, development agreements, and other dispositions of real property shall remain subject to all approvals and procedures required by the Charter and Codified Ordinances of the City and by applicable state law.

SECTION 7. The Committee shall meet according to a schedule determined by the Committee, but not less than semi-annually, and may hold additional meetings as needed. A majority of the appointed members shall constitute a quorum for the transaction of business. Meetings of the Committee shall be open to the public to the extent required by law.

SECTION 8. Committee members shall comply with all applicable ethics, conflict-of-interest, and disclosure requirements. Any member having a direct or indirect personal, financial, or business interest in a matter before the Committee shall disclose

ORDINANCE NO. 125-2026(PD)

such interest and shall refrain from participating in deliberations or recommendations concerning that matter to the extent required by law.

SECTION 9. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this legislation to the City of Cleveland Heights website.

SECTION 10. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants, the emergency being the City's immediate need to establish a formal advisory body to assist with the prompt, orderly, and strategic review of vacant, unused, underutilized, and nonproductive City-owned real property and to advance timely recommendations for redevelopment and disposition opportunities without delay. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

Proposed: 06/15/2026

ORDINANCE NO. 126-2026(HB), *First Reading*

By Mayor Petras

An Ordinance amending the City's Housing and Business Maintenance Codes by enacting new Subsection 1347.03(g), and repealing in their entirety Sections 1351.34 and 1369.16(c) of the City of Cleveland Heights, Ohio's Codified Ordinances.

WHEREAS, C.O. Chapter 1347 of the City's Housing Code governs the requirements and processes for obtaining a Certificate of Occupancy and Lead Safe Certification;

WHEREAS, C.O. Chapter 1351 of the City's Housing Code establishes basic standards for the occupancy of residential premises, with Section 1351.34 requiring registration of dwelling structures by out-of-county owners;

WHEREAS, C.O. Chapter 1369 of the City's Business Maintenance Code establishes basic standards for the occupancy of business structures, with Section 1369.16(c) requiring payment of a registration fee for business structures with out-of-county owners;

WHEREAS, the City wishes to repeal C.O. Sections 1351.34 and `1369.16(c), and enact new subsection 1347.03(g), requiring out-of-county owners to register a local agent for the purpose of receiving notice and process.

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

SECTION 1. Part Thirteen, Title Five, Chapter 1347 of the Codified Ordinances of the City of Cleveland Heights to enact a new Section 1347.03(g) to read as follows:

1347.03 Certificate Issuance, Contents, Term and Revocation

Application for a certificate of occupancy required by the provisions of this Housing Code shall be made annually by supplying necessary information to determine compliance with applicable laws, ordinances, rules and regulations for the existing use or occupancy or the intended use or occupancy on forms supplied by the Building Commissioner. Such information shall include, but need not be limited to, the name, address-telephone number, and email address of the owner of the property, the name, address telephone number, and email address of the agent or person in charge of the property, the address of the property, the number of dwelling units contained in the dwelling structure, and a list of the persons living in each dwelling unit along with their telephone number, email address and the relationship of each person living in such unit. Should any of the required information change during the period for which a certificate is

issued, such changes shall be conveyed to the Building Commissioner within thirty (30) days to allow for up-dating of records.

(a) The Building Commissioner may require the submission of a certificate of occupancy stating such information, and he may cause a general inspection of the structure or premises to be made; provided, however, that in the case of a double house or two (2) family house which has all of the separate units occupied by tenants in common, joint tenants, or other co-owners, the Commissioner shall not cause a general interior inspection of the structure other than upon request, complaint or under emergency situations. And further provided that, in situations where one (1) unit of such double house or two (2) family house is owner-occupied, with the remaining unit occupied by those persons identified by Section [1341.15](#) (b) and (c), the Commissioner shall not cause a general interior inspection other than upon request, complaint or under emergency situations.

(b) If a building or other structure is found in compliance with the provisions of this Housing Code, and all other laws, ordinances, rules and regulations applicable thereto, the Building Commissioner shall issue a certificate of occupancy for such building or structure, which shall contain the following information:

(1) The street address or other identifying characteristics of the building or other structure.

(2) The name, address, telephone number, and email address of the owner and, if the owner does not reside on the premises, the name, address, telephone number, and e-mail address of the resident agent in charge of the building or structure, and the name, address, telephone number, and email address of the nonresident agent, if any.

(3) The exact nature and extent of the use or occupancy authorized.

(4) The period for which such certificate of occupancy is issued.

(5) The lead-safe certification status, if applicable.

Such certificate shall not be valid beyond December 31 of the calendar year in which the certificate is issued.

(c) The Building Commissioner shall have the power to revoke a certificate of occupancy if any false statement is made by the applicant in connection with the issuance of such certificate; for noncompliance of a structure or its use with the requirements of the Housing Code; if the owner, agent or person in charge of a structure refuses to comply with any applicable provisions of this Housing Code; or if the structure is being maintained or used in such a manner as to constitute a public nuisance. In the event the Building Commissioner determines to revoke a certificate of occupancy for the reason that the structure is being maintained in such a manner as to constitute a public nuisance, the owner of said structure shall have the right to appeal the revocation to the Nuisance

Abatement Board of Appeals pursuant to Section [553.08](#) of the Codified Ordinances and the Notice of Revocation shall advise the owner of the right of appeal.

(d) An owner of a residential rental unit shall give notification of a change in the name, address, telephone number, and/or email address of a corporation, partnership or person listed on a certificate of occupancy to the Building Commissioner within fourteen (14) days after the change occurs. If the owner fails to give written notification as required in this section, the Building Commissioner may revoke the certificate of occupancy until the owner provides in writing the changed name, address, telephone number, and/or email address.

(e) In addition to revocation of the certificate of rental registration, whoever violates this subsection (e) shall be fined not more than two hundred dollars (\$200.00). Each three (3) month period during which the violation continues is a separate offense.

(f) Notwithstanding any other provisions of this Chapter, no certificate of occupancy shall be issued by the Building Commissioner for any structure used or intended to be used for residential occupancy located on a parcel which:

(1) Has a certified delinquent property tax balance or other unpaid liens that appear on the Cuyahoga County Real Property Tax duplicate unless the property owner, agent, or person in charge of such structure provides documentation of being on a Delinquent Payment Plan in good standing with the Cuyahoga County Treasury; or

(2) Has an unpaid balance for nuisance abatement costs imposed by the City pursuant to Section [553.10](#) (e) that has not been placed on the Cuyahoga County Real Property Tax duplicate.

If such structure as described above is determined by the Building Commissioner to be occupied by a tenant, the Building Commissioner shall provide notice to such tenant of the rejection of application for the issuance or renewal of a certificate of occupancy. Notice shall be by mail, hand delivery, or posting on the structure. Notwithstanding the requirement of notice provided herein, failure of the Building Commissioner to notify a tenant shall not preclude the enforcement of any provision of this Chapter.

(g) If a dwelling structure located within the City is owned by a person or persons, none of whom reside in Cuyahoga County, the owner(s) of the dwelling structure, in addition to providing the information otherwise required by Section 1347.03 to obtain a Certificate of Occupancy and pursuant to the forms authorized therein for that purpose, shall designate an authorized agent for each such dwelling structure. The authorized agent must be a natural person eighteen (18) years of age or older who maintains a physical office with a street address in Cuyahoga County, Ohio, or who resides within Cuyahoga County. A Post Office Box shall not satisfy the physical office requirement. By designating an authorized agent under the provisions of this subsection, the owner consents and agrees to receive any and all notices of violation of City ordinances and to receive process in any court proceeding or administrative enforcement proceeding

related to the use or maintenance of the property or dwelling structure, including, but not limited to, proceedings related to the enforcement of the Housing Code, by service of the notice of process on said agent. The Owner shall provide the City with the name and address of the designated agent within thirty (30) days of becoming the Owner of the dwelling structure and shall provide the name and the address of the designated agent annually as part of the Owner's annual application for a certificate of occupancy under this Section. The Owner's designation of a local agent shall reflect the owner's and agent's express agreement to appear in court when summoned, that the agent shall be authorized to testify on behalf of the owner in such case, and that the agent's testimony shall be deemed to be binding upon the owner in any administrative enforcement proceeding, or court proceeding, instituted by the City against the owner or owners of the dwelling structure.

SECTION 2. C.O. Section 1351.34, is hereby repealed in its entirety.

SECTION 3. C.O. Section 1369.16(c), is hereby repealed in its entirety.

SECTION 4. 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 5. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 6. This Ordinance 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

ORDINANCE NO. 126-2026(HB)

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor



Date: 5/20/2026

To: City Council

From: Joe Brodzinski, Finance Director

Subject: 2027 Tax Budget

Purpose Statement: Finance is requesting a resolution approving the adoption of the 2027 Tax Budget.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☒ No: ☐

If yes, why? To adopt the budget prior to Council's recess and facilitate timely filing with the County.

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

If yes, why? To adopt the budget prior to Council's recess and facilitate timely filing with the County.

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

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

Proposed: 06/01/2025

RESOLUTION NO. 114-2026(F), *Second Reading*

By Mayor Petras

A Resolution approving the adoption of the 2027 Tax Budget; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Mayor prepared and submitted to the Council a proposed 2027 Tax Budget for Council's review and evaluation; and

WHEREAS, a copy of the proposed 2027 Tax Budget is available for inspection by the general public at the office of the Director of Finance at the City Hall.

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

SECTION 1. This Council hereby approves the adoption of the 2027 Tax Budget which is on file in the office of the Director of Finance.

SECTION 2. The Clerk of Council is hereby directed to make a copy of the approved 2027 Tax Budget a matter of record.

SECTION 3. The Director of Finance is hereby directed to file a copy of the approved 2027 Tax Budget with the Cuyahoga County Budget Commission.

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 to permit its timely filing with the Budget Commission within the period permitted by law. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

Passed by Council:
Presented to the Mayor:
Approved by Mayor:

JIM PETRAS
Mayor

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit

City of Cleveland Heights

For the Fiscal Year Commencing

January 1, 2027

Fiscal Officer Signature _____ Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC)

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback,

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all In column 3, total estimated receipts should include all revenues plus transfers in excluding property tax. must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/chapter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever

SCHEDULE 5

for more details.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

City of Cleveland Heights - 2027

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII	IX
		Authorized		Number	Tax	Collection		\$ AMOUNT
		By Voters	Levy	Of Years	Year	Year	Maximum	Requested
Fund	Purpose	On	Type	Levy	Begins/	Begins/	Rate	Of Budget
		MM/DD/YY		To Run	Ends	Ends	Authorized	Commission
101-GENERAL FUND	Current Expenses		Inside and Charter		January 1, 2026	January 1, 2027	9.62	\$10,701,433.26
216-RECREATION FACILITIES IMPROVEMENT	Current Expenses		Charter		January 1, 2026	January 1, 2027	0.70	\$778,690.57
232-POLICE PENSION	Current Expenses		Charter		January 1, 2026	January 1, 2027	0.30	\$333,724.53
233-FIRE PENSION	Current Expenses		Charter		January 1, 2026	January 1, 2027	0.30	\$333,724.53
301-BOND RETIREMENT	Debt Service		Debt Millage		January 1, 2026	January 1, 2027	1.50	\$1,668,622.65
Totals							12.42	\$13,816,196

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
101-GENERAL FUND	15,018,053.52	12,758,889.26	50,598,995.20	78,375,937.98	63,357,884.46	15,018,053.52
102-BUDGET STABILIZATION ACCOUNT	2,000,000.00	0.00	0.00	2,000,000.00	0.00	2,000,000.00
201-STREET MAINTENANCE FUND	2,103,525.29	0.00	1,943,144.88	4,046,670.17	1,943,144.88	2,103,525.29
202-FOUNDATION GRANTS FUND	93,816.00	0.00	0.00	93,816.00	0.00	93,816.00
203-FIRST SUBURBS CONSORTIUM FUND	2,501.00	0.00	0.00	2,501.00	0.00	2,501.00
204-COMMUNICATIONS DISPATCH FUND	0.00	0.00	0.00	0.00	0.00	0.00
205-PUBLIC WORKS MAINTENANCE FUND	241,420.00	0.00	0.00	241,420.00	0.00	241,420.00
206-LAW ENFORCEMENT TRUST FUND	431,601.36	0.00	72,930.00	504,531.36	72,930.00	431,601.36
207-DRUG LAW ENFORCEMENT FUND	597,056.39	0.00	193,800.00	790,856.39	193,800.00	597,056.39
208-COMMUNITY DEVELOPMENT BLOCK GRANT FUND	74,302.36	0.00	4,618,256.04	4,692,558.40	4,618,256.04	74,302.36
210-EPA BROWNFIELD GRANT	0.00	0.00	0.00	0.00	0.00	0.00
211-H.O.M.E. PROGRAM FUND	94,373.00	0.00	1,392,300.00	1,486,673.00	1,392,300.00	94,373.00
212- FEMA FUND	159,526.00	0.00	0.00	159,526.00	0.00	159,526.00
213-POLICE IMPROVEMENT FUND	30,855.64	0.00	22,440.00	53,295.64	21,420.00	31,875.64
214-LOCAL PROGRAMMING FUND	1,150,513.93	0.00	329,231.52	1,479,745.45	449,728.20	1,030,017.25
215-CAIN PARK FUND	190,469.21	0.00	2,090,500.20	2,280,969.41	2,090,500.20	190,469.21
216-RECREATIONAL FACILITIES IMPROVEMENT FUND	1,518,900.14	778,690.57	119,792.75	2,417,383.46	213,180.00	2,204,203.46
217-PUBLIC RIGHT OF WAY FUND	204,847.00	0.00	12,775.50	217,622.50	0.00	217,622.50
218-MISCELLANEOUS STATE GRANTS	368.00	0.00	0.00	368.00	0.00	368.00
221-INDIGENT DUI TREATMENT FUND	317,074.50	0.00	11,491.32	328,565.82	11,491.32	317,074.50
PAGE TOTAL	24,229,203.34	13,537,579.82	61,405,657.42	99,172,440.58	74,364,635.10	24,807,805.48

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2 (CONT.)

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
222-COURT COMPUTER FUND	240,144.16	0.00	50,521.62	290,665.78	50,521.62	240,144.16
223-DUI ENFORCEMENT EDUCATION FUND	143,461.00	0.00	3,431.28	146,892.28	0.00	146,892.28
224-COURT SECURITY GRANT	98,814.00	0.00	0.00	98,814.00	0.00	98,814.00
225-COURT SPECIAL PROJECTS FUND	2,283,099.96	0.00	84,596.76	2,367,696.72	84,596.76	2,283,099.96
226-LEAD SAFE FUND	215,236.30	0.00	612,000.00	827,236.30	197,032.38	630,203.92
227-NEIGHBORHOOD STABILIZATION PROGRAM FUND	123,584.00	0.00	0.00	123,584.00	0.00	123,584.00
228-COVID	267,399.00	0.00	510,000.00	777,399.00	212,007.00	565,392.00
230-STREET LIGHTING FUND	1,290,938.39	0.00	920,324.58	2,211,262.97	920,324.58	1,290,938.39
231-FORESTRY FUND	357,066.59	0.00	1,758,959.40	2,116,025.99	1,758,959.40	357,066.59
232-POLICE PENSION FUND	41,395.61	333,724.53	0.00	375,120.14	333,724.53	41,395.61
233-FIRE PENSION FUND	46,921.61	333,724.53	0.00	380,646.14	333,724.53	46,921.61
234-EARNED BENEFITS FUND	252,628.09	0.00	0.00	252,628.09	250,000.00	2,628.09
237-FIRST SUBURBS DEVELOPMENT COUNCIL	57,754.00	0.00	0.00	57,754.00	0.00	57,754.00
238-CORONAVIRUS RELIEF FUND	48.00	0.00	0.00	48.00	0.00	48.00
239-REFUSE GRANT FUND	27,260.00	0.00	0.00	27,260.00	0.00	27,260.00
240-FEDERAL MISCELLANEOUS GRANTS	2,615,901.64	0.00	3,938,832.00	6,554,733.64	6,554,733.64	0.00
241-LOCAL FISCAL RECOVERY	0.00	0.00	0.00	0.00	0.00	0.00
242-ONEOHIO OPIOD SETTLEMENT	150,697.00	0.00	0.00	150,697.00	0.00	150,697.00
244 - NOPEC FUND	43,365.00	0.00	306,000.00	349,365.00	306,000.00	43,365.00
260 - TOP-OF-THE-HILL TIF FUND	0.29		1,530,000.00	1,530,000.29	1,530,000.00	0.29
261- CEDAR LEE & MEADOWBROK TIF FUND	0.00	0.00	0.00	0.00	0.00	0.00
301-BOND RETIREMENT FUND	2,884,792.68	1,668,622.65	0.00	4,553,415.33	4,142,029.62	411,385.71
402-CAPITAL EQUIPMENT/IMPROVEMENTS FUND	362,638.86	0.00	0.00	362,638.86	0.00	362,638.86
411-ECONOMIC DEVELOPMENT FUND	88,256.41	0.00	3,980.04	92,236.45	92,236.45	0.00
412-CITY HALL MAINTENANCE FUND	168,322.18	0.00	29,580.00	197,902.18	21,420.00	176,482.18
415-RING ROAD CONSTRUCTION FUND	35,045.00	0.00	0.00	35,045.00	0.00	35,045.00

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2 (CONT.)

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
416-REFUSE CAPITAL FUND	0.00	0.00	132,743.82	132,743.82	0.00	132,743.82
601-WATER FUND	1,476,857.26	0.00	2,159,179.86	3,636,037.12	1,973,440.92	1,662,596.20
602-SEWER FUND	5,210,190.63	0.00	9,001,706.04	14,211,896.67	11,322,309.06	2,889,587.61
603-PARKING FUND	250,138.33	0.00	313,686.72	563,825.05	313,686.72	250,138.33
605-REFUSE FUND	637,848.98	0.00	3,506,962.98	4,144,811.96	3,506,962.98	637,848.98
606-AMBULANCE SERVICE FUND	1,104,723.47	0.00	1,306,885.20	2,411,608.67	1,306,885.20	1,104,723.47
701-HOSPITALIZATION	121,827.00	0.00	10,331,362.72	10,453,189.72	10,331,362.74	121,826.98
703-WORKERS COMP	204,767.00	0.00	0.00	204,767.00	0.00	204,767.00
804-OFFICE ON AGING DONATIONS FUND	26,306.34	0.00	2,789.70	29,096.04	1,785.00	27,311.04
808-YOUTH RECREATION DONATION FUND	128,052.00	0.00	17,148.24	145,200.24	17,148.24	128,052.00
809-POLICE MEMORIAL FUND	11,808.00	0.00	0.00	11,808.00	0.00	11,808.00
810-YOUTH ADVISORY COMMISSION FUND	71.00	0.00	0.00	71.00	0.00	71.00
811-JUVENILE DIVERSION PROGRAM FUND	9,390.00	0.00	12,240.00	21,630.00	12,240.00	9,390.00
850-FLEXIBLE SPENDING ACCOUNT	3,193.43	0.00	239,039.04	242,232.47	239,039.04	3,193.43
857-SALES TAX FUND	350.00	0.00	0.00	350.00	0.00	350.00
858-MISCELLANEOUS AGENCY FUND	1,645,847.03	0.00	75,929.82	1,721,776.85	65,280.00	1,656,496.85
864-NEORS D BILLING FUND	278.00	0.00	0.00	278.00	0.00	278.00
PAGE TOTAL	22,626,418.24	2,336,071.71	36,847,899.82	61,810,389.77	45,877,450.41	15,932,939.36
GRAND TOTAL	46,855,621.58	15,873,651.53	98,253,557.24	160,982,830.35	120,242,085.51	40,740,744.84

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)

(Do Not Include General Obligation Debt Being Paid By Other Sources)

(Do Not Include Special Obligation Bonds & Revenue Bonds)

SCHEDULE 3

I	II	III	IV	V	VI
Purpose Of Bonds Or Notes	Date Of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Calendar Year	Amount Required To Meet Calendar Year Principal & Interest Payments	Amount Receivable From Other Sources To Meet Debt Payments
Refund Series 2014 Ring Road	2021	12/29	\$901,000.00	\$171,893.20	
2022 - Parking Deck Refunding Bonds	2022	01/33	\$1,893,000.00	\$299,218.00	
2018 - Vehicle Bonds	2018	12/27	\$70,000.00	\$71,995.00	
2020 - Various Purpose Bonds	2020	12/37	\$9,215,000.00	\$604,181.50	
2021 - Various Purpose Bonds	2021	12/30	\$472,000.00	\$123,174.40	
2022 - Top of the Hill Bonds	2022	12/31	\$703,000.00	\$149,817.50	
Totals			\$13,254,000.00	\$1,420,279.60	



Date: 5/17/2026

To: City Council

From: Andres Gonzalez, Director of Parks & Recreation

Subject: Youth, Adult and Senior Program Services

Purpose Statement: This legislation would give us the ability to contract with outside organizations to supplement (not replace) internal programming and restructure the formats of some of our existing programming, making this legislation valid for both new and old programming. The administration would have the authority to set the terms of the contracts.

To serve the community of Cleveland Heights the Department of Parks and Recreation continues to look to expand their offerings regarding youth, adult and senior program services and enhance our existing programming. The Parks & Recreation Department currently offers a robust lineup of programs, but to continue to expand services to supplement our internal programming we need the ability to contract with outside organizations to help us achieve our goals.

Example of New Programming this legislation would allow us to bring to the community: Crayola Imagine Arts Academy Art Blazers. An 8 week after school art adventure for Kids Ages 5-12.

Example of Old Programming Restructuring: Personal training. This would revamp how personal training in CH looks and is operated to better serve the community.

Is this legislation recurring: Yes: _____ No: X _____

Is emergency language necessary: Yes: X _____ No: _____

If yes, why?

So the legislation becomes immediately effective once passed.

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

If yes, why?

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

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

Proposed: 06/01/2026

ORDINANCE NO. 115-2026CRR), *Second Reading*

By Mayor Petras

An Ordinance amending Part One, Title Eleven, Chapter 171 of the Codified Ordinances of the City of Cleveland Heights to enact a new Section 171.02(h) "Contracts for youth, adult, and senior program services," to provide the City with greater flexibility when contracting with persons to administer the City's recreational programming or using City facilities to offer recreational programming to the public; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio ("City") owns and maintains various parks and other recreational facilities;

WHEREAS, this Council generally sets the rates to be charged for the use of these facilities, as well as the fees charged to the public for participating in the programs that make use of said facilities;

WHEREAS, many of the persons engaged in making youth, adult, and senior program services available to the public manage the registration and fee collection aspects of their respective programs;

WHEREAS, Ohio Revised Code Section 9.38 permits this Council to adopt a policy allowing for public moneys received by City officials, employees, and other agents to be deposited in the City's treasury no later than three business days next following the day of receipt so long as the policy includes provisions and procedures to safeguard the public moneys until they are deposited;

WHEREAS, the Director of Finance will be required to approve any such contract and the Mayor is willing to adopt regulations that establish all rates, fees, and compensation, or a method for determining the same, with respect to contracts for youth, adult, and senior program services.

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

SECTION 1. Part One, Title Eleven, Chapter 171 of the Codified Ordinances of the City of Cleveland Heights to enact a new Section 171.02(h) "Contracts for youth, adult, and senior program services" to read as follows:

SECTION 171.02(h) Contracts for youth, adult, and senior program services.

- (1) Notwithstanding the provisions of any resolution or ordinance establishing rates for the use of City recreational facilities or fees for participation in recreational or

ORDINANCE NO. 115-2026(CRR)

other community programming to the contrary, the Mayor may execute contracts with persons engaged in providing youth, adult, and senior program services for the purpose of making those services available to the public.

- (2) Subject to the additional approval of the Director of Finance, a contract executed under this section may authorize a person engaged in providing youth, adult, and senior program services pursuant to a contract with the City, to act as the City's agent for the purpose of registering, and collecting fees from, members of the public who are participating in that program. The funds collected shall be remitted to the City's Treasury within the maximum amount of time that Council is permitted to authorize under Ohio Revised Code Section 9.38, or other applicable law, and credited to the appropriate fund as designated by the Director of Finance.
- (3) The Mayor shall adopt regulations consistent with this Section that establish all rates, fees, and compensation, or a method for determining the same, for each party to a contract executed pursuant to this Section.

SECTION 2. 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 3. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to permit the use of these contracts at the earliest possible time. 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

ORDINANCE NO. 115-2026(CRR)

PASSED:

Presented to Mayor:_____

Approved:_____

JIM PETRAS
Mayor