



CLEVELAND HEIGHTS

**Council Committee of the Whole
June 22, 2026
6:00 PM
City Hall – Executive Conference Room**

Agenda

- 1) Call to Order/Roll Call**
- 2) Legislative Review (30 min)**

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



CLEVELAND HEIGHTS

immediately effective as an emergency measure.

Introduced by Mayor Petras

- 3) **Scheduling "Check-in" with Individual Councilmembers (5 min)**
Council President Cuda
- 4) **Municipal Services and Environmental Sustainability (30 min)**
 - a. Tree Canopy Survey - Deanna
- 5) **Finance (30 min)**
 - a. Departmental Update - Financial Statements
- 6) **Public Safety and Health (30 min)**
 - a. Deer Management Update
- 7) **Administrative Services (30 min)**
 - a. Executive Session
 - *To discuss the appointment of a public official.*
 - b. Finish Review of Chapter 111
- 8) **Other**
- 9) **Adjourn**



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 (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D 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 NEORS D review and may not necessarily reflect the views of NEORS D, 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 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.



Presents a

Proposal Summary

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

For: The City of Cleveland Heights



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

Page 1 of 9
Team Member : Karl Dickinson
Tel :



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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Component Protection

Autolube Midwest Autolube

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





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

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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

Pelican®



ELGIN
Subsidiary of Federal Signal Corporation



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

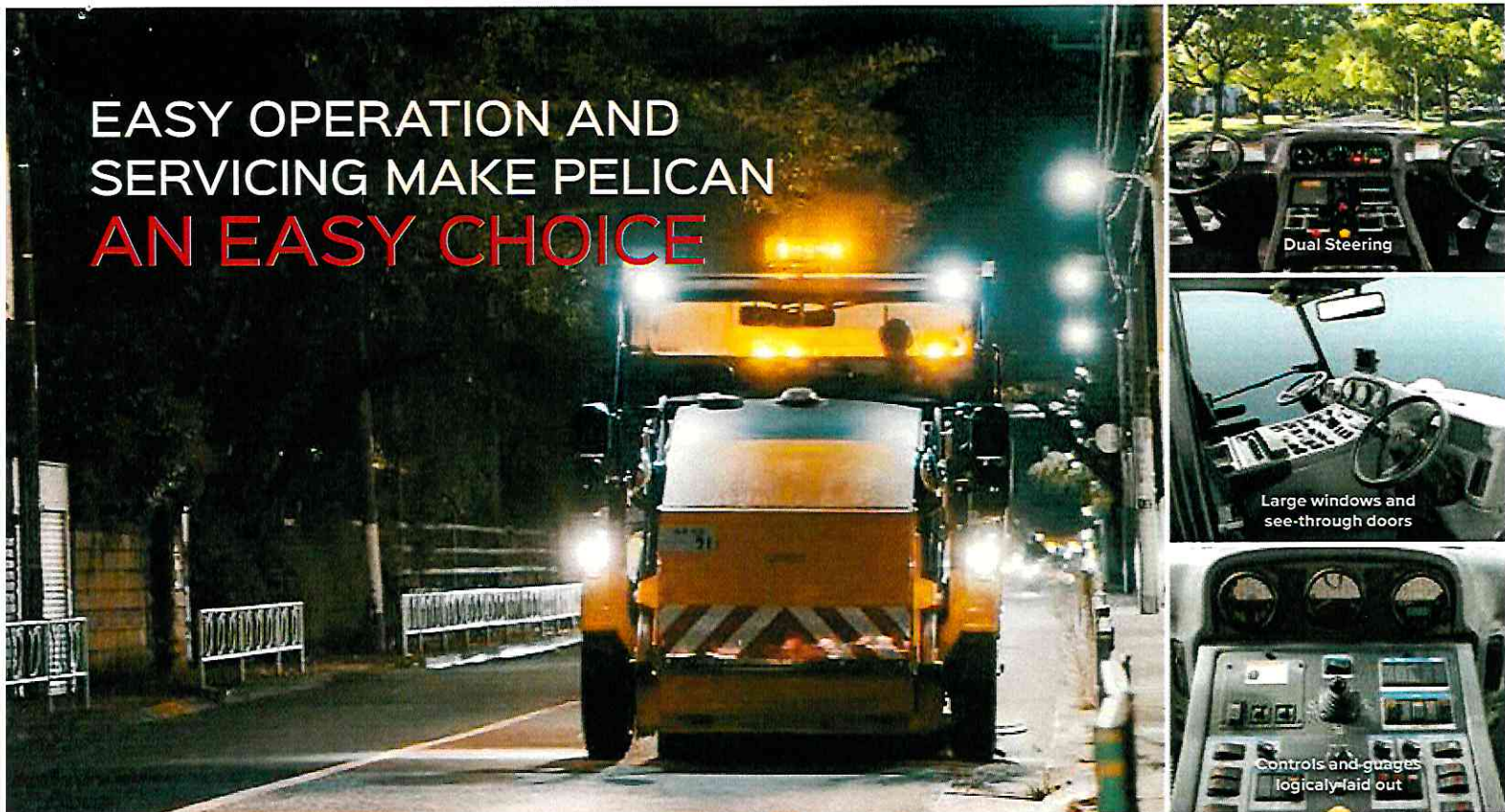
Continually improved since 1914, the Pelican mechanical sweeper offers a unique combination of performance advantages. It delivers superior cleaning action with easier operation and servicing. It is designed to sweep up everything from dust particles to the heaviest, most compact dirt and bulky debris.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

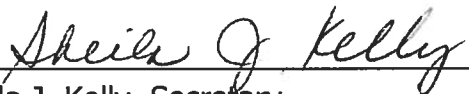
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities 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 steets 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
Quote Number: 2026-86640
Date: 01-15-2026

Page 1 of 9
Team Member : Karl Dickinson
Tel :



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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Component Protection

Autolube Midwest Autolube

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 :

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

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 (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
<p>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</p>	<p>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.</p>	<p>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</p>	<p>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</p>	<p>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</p>

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®
Subsidiary of Federal Signal Corporation

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



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.

ORDINANCE NO. 123-2026(F)

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 know 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: _____

MEMORANDUM

TO: Municipal Stakeholders, City Managers, and Sustainability Directors

FROM: Jon-Paul d’Aversa, Senior Energy Policy Advisor
Power a Clean Future Ohio

DATE: June 12, 2026

SUBJECT: Where a Tree Canopy Assessment Ends and an Urban Forestry Master Plan Begins

Summary

As communities face increasing pressures from extreme weather, urban heat islands, and stormwater management challenges, trees have transitioned from aesthetic elements to critical municipal infrastructure. Effectively managing this natural asset requires two distinct but highly integrated tools:

- 1. The Tree Canopy Assessment (TCA):** The scientific, data-driven diagnostic baseline. **PCFO provides this deliverable as part of our free technical assistance for member governments.**
- 2. The Urban Forestry Master Plan (UFMP):** The strategic, community-supported operational roadmap. **This is beyond the scope of PCFO’s technical assistance.**

This memo clarifies what a UFMP is, details how municipalities utilize it, and explains how the TCA we provide as part of PCFO’s free technical assistance program acts as the foundation upon which a successful UFMP can be built.

Key Differences: Quick Reference

Feature	Tree Canopy Assessment (TCA)	Urban Forestry Master Plan (UFMP)
Focus	Assessment, diagnostics, and spatial metrics.	Strategy, policy, operations, and community consensus.
Timeline	Completed in weeks (typically 4–6 week draft turnaround).	Drafted over 12–18 months; guides municipal action for 10–20 years.
Community Role	Minimal municipal staff lift; focused on raw technical data.	Deep community engagement, public surveys, and town halls.
Underlying Tech	GIS, satellite remote sensing, i-Tree modeling.	Financial databases, asset management software, policy text.
Primary Question	"What is the physical and economic baseline of our canopy today?"	"How will we grow, protect, fund, and maintain our canopy for the next generation?"

The Tree Canopy Assessment (What PCFO Provides)

The Tree Canopy Assessment is a diagnostic, data-driven foundation. It utilizes advanced technological tools to evaluate what your community currently possesses on the ground and identifies immediate spatial and socioeconomic opportunities.

The PCFO Tree Canopy Assessment provides:

- **A Baseline:** Using satellite imagery and Geographic Information Systems (GIS), we establish a quantifiable baseline of your current tree coverage, impervious surfaces, and plantable spaces.
- **Ecosystem Service Valuation:** We translate environmental data into concrete economic terms, assigning a dollar value to carbon management (sequestration and storage), air quality improvements, and avoided stormwater infrastructure spending.
- **Public Health & Equity Metrics:** We go further by conducting a *Census Block Priority Analysis*. This integrates physical data with socioeconomic factors (such as BIPOC population, median income, poverty levels, and age) to pinpoint exactly where tree planting will drive environmental justice and mitigate climate vulnerability.
- **Policy & Code Review:** We analyze your existing tree municipal codes to ensure they align with best practices and protect your current assets.
- **Low Municipal Lift:** The process is highly streamlined, requiring minimal staff time, usually limited to brief data reviews and scoping feedback.

In short, the Tree Canopy Assessment answers the questions: *What assets do we have right now, what are they worth, and where are they most critically needed?*

What is an Urban Forestry Master Plan (UFMP)?

While our Tree Canopy Assessment tells you what you have and where your challenges lie, an Urban Forestry Master Plan (UFMP) is a long-term (typically 10-to-20-year) strategic document that outlines how the community will care for, protect, and grow its urban forest.

A UFMP is not just a technical guide for arborists; it is a comprehensive policy, budgetary, and operational framework adopted by city leadership. It aligns municipal departments, including Parks, Public Works, Zoning, Utilities, and Finance, toward a shared, long-term vision.

Core Components of a UFMP:

- **A Shared Community Vision:** Formulated through extensive public engagement, workshops, and stakeholder steering committees to ensure community buy-in.
- **Specific, Quantifiable Goals:** Target canopy goals (e.g., "Achieve 35% canopy coverage by 2040") or equity targets (e.g., "Increase canopy in climate-vulnerable census blocks by 15% in 10 years").
- **Operational & Maintenance Protocols:** Detailed schedules for tree pruning, systematic removals, pest/pathogen response (such as Emerald Ash Borer or Oak Wilt), and storm emergency preparedness.
- **Design Standards & Diversity Guidelines:** Specifications on species diversity (e.g., the 10-20-30 rule: no more than 10% of one species, 20% of one genus, and 30% of one family) to build ecological resilience against climate changes and pests.
- **Staffing & Budgetary Projections:** 10-year capital and operating budgets, staffing models (FTEs, contracted services, municipal arborists), and equipment procurement plans.

How a UFMP is Used by a Municipality

A UFMP serves as a living, daily management tool. Here is how different branches of municipal government actively use a master plan:

Budgeting & Capital Improvement Programs (CIP)

Instead of reacting to tree emergencies (such as fallen limbs or dead tree removals), the UFMP allows Finance and Public Works departments to shift to proactive management. Proactive maintenance is statistically significantly cheaper than reactive maintenance. The UFMP provides a predictable capital plan for tree planting, maintenance, and equipment over a decade, allowing the city to secure grants and allocate general funds smoothly.

Urban Planning, Development, & Zoning Codes

Planners and code enforcement officers use the UFMP to guide development. The plan provides the policy backing to update tree preservation ordinances, parking lot shading requirements, and landscape design standards for new commercial and residential developments.

Public Health & Environmental Justice Implementation

Armed with the plan, Health and Human Services departments target heat mitigation strategies. The city uses the UFMP to guide *cool corridor* initiatives like planting shade trees along high-heat pedestrian routes, school zones, and public transit stops to lower rates of heat-related illnesses and asthma exacerbations.

Stormwater & Infrastructure Engineering

Engineering departments use the UFMP to integrate *green infrastructure* with *gray infrastructure*. By strategically planting trees in high-runoff zones, the city can reduce the volume of stormwater entering municipal sewer systems, delaying or avoiding multi-million-dollar grey infrastructure expansions.

How the TCA and the UFMP Work Together

The relationship between the Tree Canopy Assessment and the UFMP is symbiotic: ***the TCA is the diagnostic baseline, and the UFMP is the prescription.***

Although sometimes they are conducted together, a municipality cannot draft a meaningful, defensible UFMP without the analytical data generated by a TCA. Below is a step-by-step breakdown of how the deliverables from TCA transition directly into a UFMP.

1. Setting Defensible Goals

- **TCA:** Provides a baseline of current tree canopy percentage, impervious surface percentage, and plantable space percentage.
- **UFMP Action:** Because the city now knows exactly how much plantable space physically exists, they can set realistic, science-based tree canopy targets. Without this, cities often set arbitrary, unattainable canopy goals that fail to account for impervious surfaces.

2. Economic Justification & Funding

- **TCA:** Calculates the concrete monetary and health value of your existing canopy, specifically quantifying carbon management (CO₂e storage and sequestration), air quality (NO₂ and O₃ removal), public health incident avoidance, and stormwater runoff mitigation.
- **UFMP Action:** The city uses these dollar values to justify the creation of the UFMP to City Council and the public. Demonstrating that the urban forest provides a clear return on investment (ROI) transforms trees from an *expenditure* to an *asset class*, making it much

easier to secure municipal funding and federal/state green infrastructure grants.

3. Equity & Environmental Justice

- **TCA:** The Census Block Priority Analysis integrates spatial tree data with local socioeconomic indicators (BIPOC populations, median income, poverty levels, age of homes, etc.).
- **UFMP Action:** The UFMP uses this priority weighting to construct its 10-year planting schedule. Instead of planting trees where residents shout the loudest, the master plan legally and equitably directs municipal resources to nature-deprived, vulnerable communities first.

4. Zoning & Ordinance Modernization

- **TCA:** Evaluates the municipal tree code, auditing existing zoning, site plan regulations, and development definitions.
- **UFMP Action:** The UFMP takes recommendations and outlines the specific legislative steps required to rewrite municipal code (e.g., updating site plan requirements, expanding definitions of large trees, and codifying developer tree-replacement ratios).

Tree Canopy Inventory & Urban Forestry Master Plan

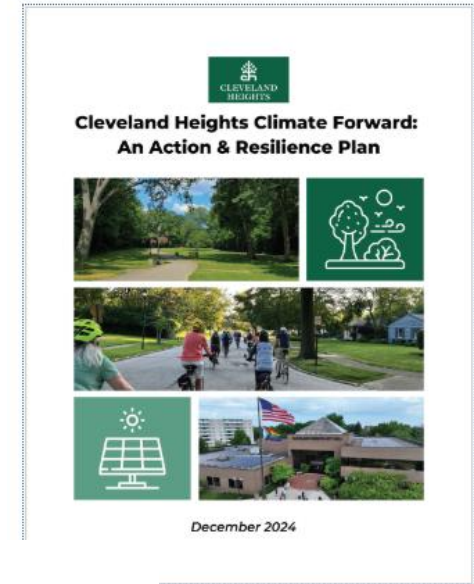
Presentation to Cleveland Heights City Council

6/22/26

Deanna Bremer Fisher, Strategic Initiatives Manager



28 Strategies and 154 Actions



Buildings and Energy



Transportation



Materials and Waste



Water and Wastewater



Air Quality and Public Health



Food Systems



Natural Areas and Land Use





Natural Areas and Land Use

7.1	Revitalize brownfields, vacant lots, and vacant buildings
7.2	Nurture a healthy tree canopy
7.3	Identify opportunities to expand green spaces in all neighborhoods
7.4	Support native species, biodiversity, and healthy habitats in city parklands
7.5	Encourage denser, mixed-use development to create walkable neighborhoods

Progress to Date: The City of Cleveland Heights is currently looking into developing an Urban Forestry Master Plan. The plan, when developed, will include an inventory of existing trees, an analysis of canopy health, and set goals for increasing tree canopy coverage to improve community resilience. The City has also been a member of Tree City USA for 46 years and has a program for installing free trees into the trees lawns for residents who make the request,





Water and Wastewater

4.1	Reduce overland flooding and water pollution by implementing green infrastructure and other stormwater management methods
4.2	Encourage the adoption of water efficient appliances and best practices
4.3	Protect the regional watershed
4.4	Improve the resilience of water infrastructure



Air Quality and Public Health

5.1	Expand local air quality monitoring
5.2	Improve public engagement around air quality
5.3	Reduce local sources of air pollution
5.4	Protect public health during extreme weather events and other climate hazards

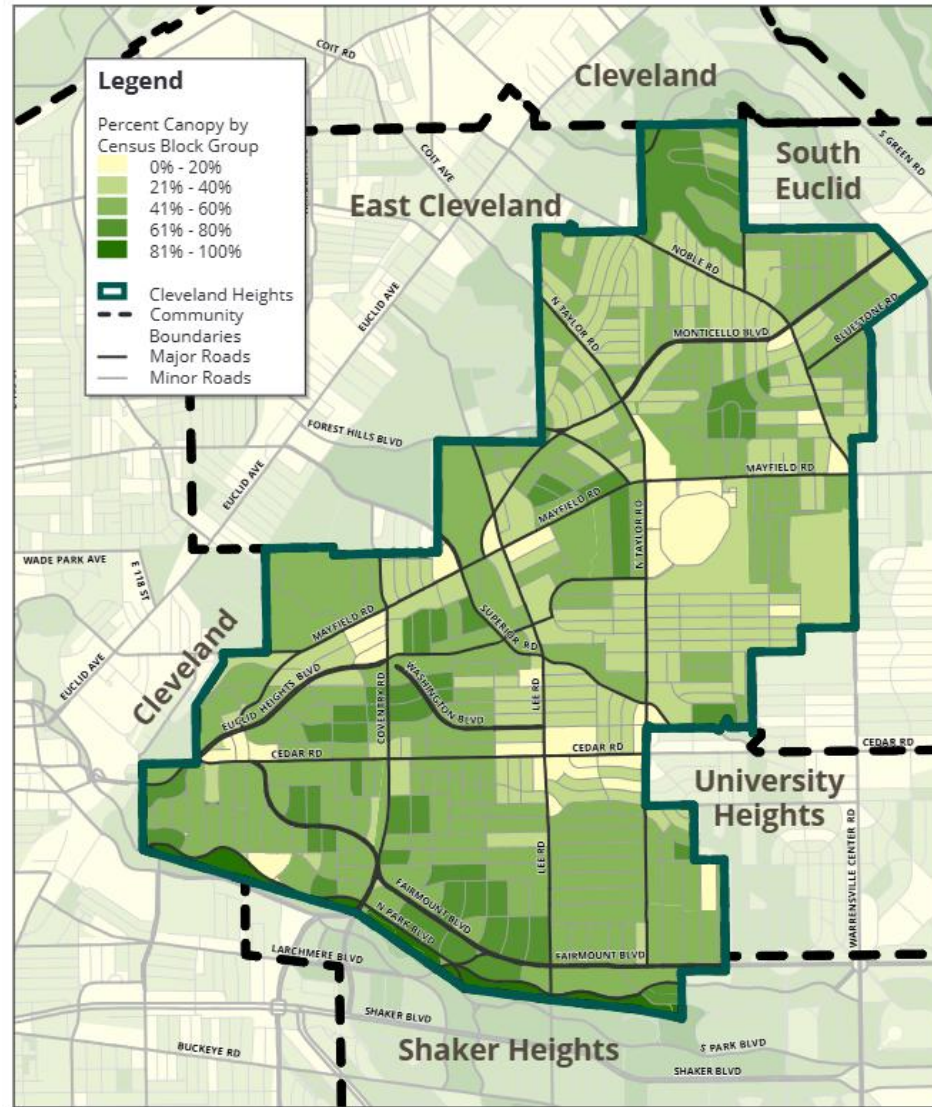


Food Systems

6.1	Improve community food security and access to fresh foods
6.2	Expand community gardening and urban agriculture



Map 14 Tree Canopy by Block Group



From CH Master Plan, adopted 3/20/2017

Tree Canopy continues to decline

Community	2014	2019	2025
Cleveland Heights	44.3%	38.0%	26.7%
Cleveland	18.9%	17.9%	15.6%
Shaker Heights	40.1%	36.0%	21.7%
South Euclid	39.4%	35.0%	24.9%
University Heights	28.9%	26.0%	14.3%
Cuyahoga County	37.6%	34.7%	31.2%

2014 and 2019 from CC Planning Commission, Urban Tree Canopy Assessment
 From CH Tree Canopy Assessment, 2025

30-40% is often cited by urban foresters as ideal for maximizing environmental benefits in temperate climates.



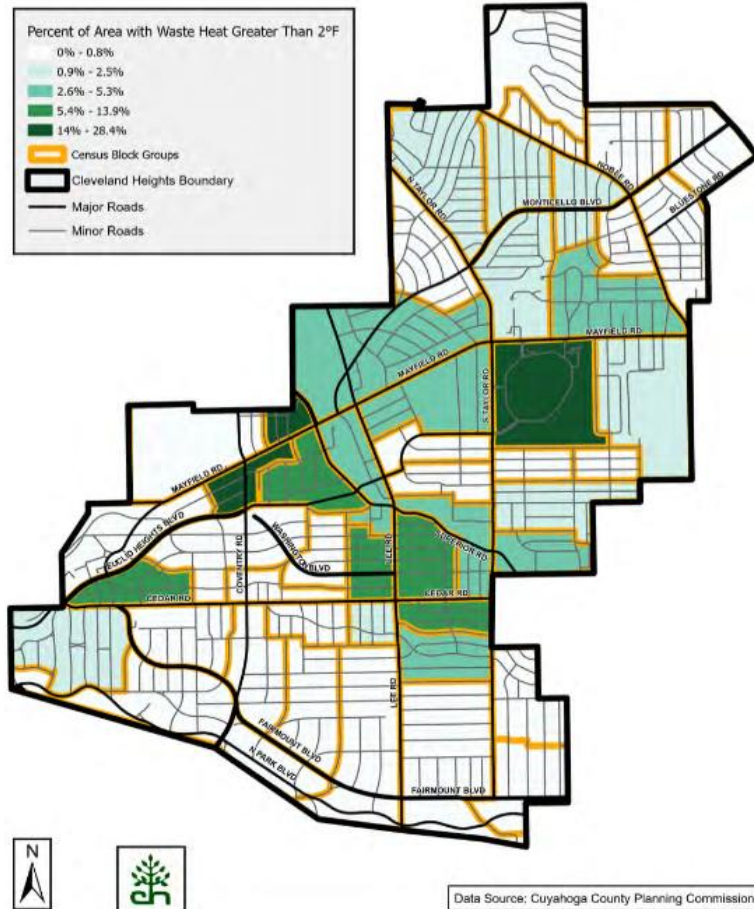


Figure 1: Map of heat island effect in Cleveland Heights

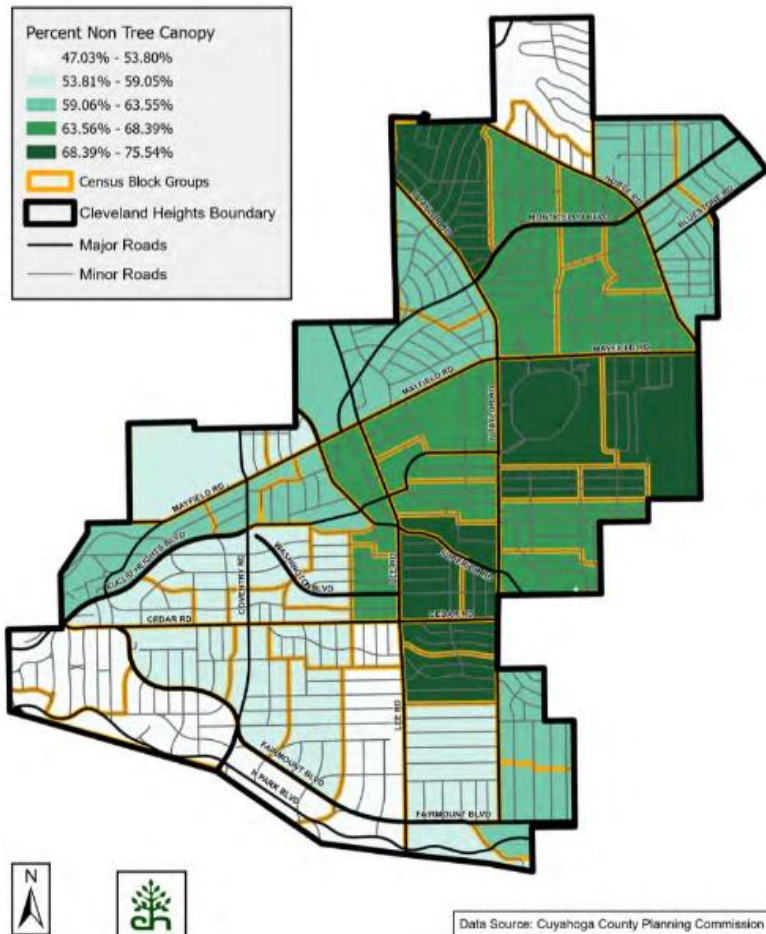
Several tracts in the center of Cleveland Heights have a higher percentage of surface area with heat above 2 degrees Fahrenheit. The census tract containing Severance Town Center has by far the highest percentage of this area in the city. Heat islands are areas of land where temperatures exceed the temperatures of outlying areas by an average of at least 2 degrees Fahrenheit, due to additions/ alterations to the physical landscape and/or human activity. Several census tracts near the center of Cleveland Heights have a high percentage of land that can be considered a heat island.

Urban Heat Island Affect

Areas where temperatures exceed those of outlying areas by at least 2 degrees Fahrenheit, due to impervious surfaces and lack of tree canopy



Lack of Tree Canopy



Lack of Tree Canopy

Census block analysis can highlight neighborhoods where tree canopy is lacking but a more fine-grained analysis is needed

Figure 5: Map of the lack of tree canopy cover in Cleveland Heights
 According to the 2019 Cuyahoga County Urban Tree Canopy Assessment, there is 37.86% tree canopy coverage community-wide in Cleveland Heights.⁵ There is less tree canopy coverage in the center of the City. Residential areas in both the south and the north have higher tree cover.

Cleveland Heights Climate Forward: An Action and Resilience Plan, published December 2024



Tree Canopy Risks



- CH tree canopy is now 26.7%, below the 30-40% that urban foresters cite as ideal for maximizing environmental benefits in temperate climates.
- Despite ongoing planting efforts, canopy continues to decline due to development, age, and disease
- Unhealthy trees pose a hazard during severe storms and high winds.
- New diseases and stresses are occurring as our climate warms (In 1990, we were in USDA Plant Hardiness Zone 5; now we are Zone 6).



Tree Canopy Benefits

"Shade trees make the wait for the bus feel shorter." – David J. Burke, PhD, Vice President of Science and Conversation at Holden Forest & Gardens



- Absorb carbon dioxide
- Help reduce the city's overall GHG emissions
 - One tree can sequester more than 48 pounds of carbon dioxide annually
 - In CH, the tree canopy sequesters 1,500 MTCO_{2e} annually
- Provide shade to reduce Urban Heat Island Effect and provide natural cooling to increase buildings' energy efficiency
- Help reduce stress on stormwater infrastructure
- Help clean the air that we breathe
- Add to the beauty of our neighborhoods and enhance our quality of life



Trees are essential public infrastructure

*"Trees are not gifts that can be returned, refused, or exchanged. They are essential public infrastructure."
– Jason Knowles, Municipal Forestry Consultant*



Feature	Tree Canopy Assessment (TCA)	Urban Forestry Master Plan (UFMP)
Focus	Assessment, diagnostics, and spatial metrics.	Strategy, policy, operations, and community consensus.
Timeline	Completed in weeks (typically 4–6 week draft turnaround).	Drafted over 12–18 months; guides municipal action for 10–20 years.
Community Role	Minimal municipal staff lift; focused on raw technical data.	Deep community engagement, public surveys, and town halls.
Underlying Tech	GIS, satellite remote sensing, i-Tree modeling.	Financial databases, asset management software, policy text.
Primary Question	"What is the physical and economic baseline of our canopy today?"	"How will we grow, protect, fund, and maintain our canopy for the next generation?"



Tree Canopy Inventory & Urban Forestry Master Plan

Tree Canopy Inventory

- Updated inventory of existing trees: location, species, diameter, health

UFMP

- Longterm plan (10-20 years) to care for, protect, and grow our urban forest:
- Specific, quantifiable, measurable canopy goals
- Canopy expansion strategies
- Analysis of canopy health
- Design standards and species diversity guidelines
- Defined operational and maintenance protocols for tree care, including planting, pruning, species selection, and pest risk management
- Formal integration of urban forest management goals with stormwater infrastructure, public health, and climate resilience
- Cross-department integration, aligning forest management with planning, public works, and parks and recreation
- Staffing and budgetary projections



Next Steps



- RFP legislation for Council consideration
 - Funding is allocated in 2026 budget
 - June 26 First Reading
 - July 6 Second Reading and Adoption
- Hire a consultant to conduct a Tree Canopy Inventory & Urban Forestry Master Plan
- Consider CESC recommendation for legislation to form a Tree Commission



Cleveland Heights Urban Forestry Timeline



12/1/26

CESC
Recommends
Forming Tree
Commission

Earth Month
Activities

4/1/27

5/13/27

Award
Ceremony
49 Yr +8 Gr

Finalize
Inventory/
Adopt UFMP

9/15/27

4/1/28

Earth Month
Activities

Award
Ceremony
50 Yr +9 Gr

5/15/28

