



July 6, 2026
Regular Meeting
7:30 PM

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

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) Meeting called to order by Council President
- 2) Roll Call of Council Members
- 3) Excuse absent members
- 4) Amendments to the Agenda (if necessary)
- 5) Approval of minutes from previous meeting(s)
 - a. May 18, 2026
- 6) Proclamations and Honors
 - a. Proclamation for Karen Knittel
 - b. Proclamation for Carla Rautenberg and Deborah Van Kleef
- 7) Communications from the Mayor
- 8) City Administrator's Report
- 9) Departmental Report(s)
 - a. Department of Public Works, *Director Collette Clinkscale*
- 10) Report of the Clerk of Council
- 11) Public Comment - Legislative Agenda Items only
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. If there are more than 15 speakers, the time will be automatically reduced to 2-minutes. Council President reserves the right to reduce the time limit based on the volume of business on the agenda. Comments unrelated to the agenda may be made after Committee Reports).
- 12) LEGISLATION
Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls.

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

a. First Readings – Consideration of Adoption Requested

ORDINANCE NO. 135-2026(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 241-2025 and subsequent amending ordinances, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 136-2026(HB): First Reading. A Resolution authorizing the Mayor to execute a contract with the International Code Council to assist in preparing Building & Housing Code Updates for the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 137-2026(PSH): First Reading. A Resolution authorizing the Mayor to accept and expend grant funds under the Cuyahoga County Board of Health for the 2026-2030 Lead Safe Cuyahoga Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 138-2026(HB): First Reading. A Resolution declaring the property at 3378 Blanche Ave. Cleveland Heights, Ohio, to be a nuisance; authorizing abatement of the nuisance; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 139-2026(F): First Reading. A Resolution confirming the appointment of Eric Zamft and Craig Cobb to three-year terms to the City of Cleveland Heights' Tax Incentive Review Council (TIRC); and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 140-2026(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group for professional engineering services associated with the MLK Drive – Doan Brook Culvert Pre-Design Study; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 141-2026(PSH): First Reading. A Resolution authorizing the Mayor to execute agreements with Cummins, Inc. and Gatto Electrical Services, Inc for a replacement diesel generator at Fire Station #2; waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 143-2026(F): First Reading. An Ordinance adopting a new Section 139.26 of the Codified Ordinances, entitled “Additional Nominal Fringe Benefits and Public Purpose Expenditures;” and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

b. First Readings Only

ORDINANCE NO. 142-2026(PD): First Reading. An Ordinance amending various Sections of Part Eleven, Zoning Code, of the Codified Ordinances of the City of Cleveland Heights to permit accessory dwelling units (ADUs).

Introduced by Mayor Petras

c. Second Readings

RESOLUTION NO. 131-2026(PD): Second Reading. A Resolution authorizing the Mayor to enter into a professional services agreement with DS Architecture, LLC for Engineering and Design Services for the Cumberland Pool Facility Modernization and Rehabilitation Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

ORDINANCE NO. 132-2026(F): Second Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 241-2025 and subsequent amending ordinances, relating to appropriations and other expenditures of the City of

Cleveland Heights, Ohio for the fiscal year ending December 31, 2026; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 133-2026(F): Second Reading. A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of street lighting within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

RESOLUTION NO. 134-2026(F): Second Reading. A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of improvement of streets and parkways including grading, draining, curbing, paving, repaving, repairing, sweeping or cleaning thereof, removing snow therefrom, and planting, maintaining and removing shade trees thereon within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Petras

13) Committee Reports

14) Public Comment - General

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

15) Old Business

16) New Business

17) Council Member Comments

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

18) Council President's Report

19) Adjournment

NEXT MEETING OF COUNCIL: AUGUST 17, 2026



May 18, 2026
Regular Meeting
7:30 PM

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

MEETING MINUTES

1
2
3
4 **1) Meeting called to order by Council President**

5 Start: 7:38 p.m.

6 **2) Roll Call of Council Members**

7 **Present:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
8 Tony Cuda, Sarah Stone

9 **Excused:** None

10 **Also present:** Mayor Petras, Director Hanna, City Administrator Reese, Clerk
11 Balester

12 **3) Excuse absent members**

- 13
14 • None

15
16 **4) Amendments to the Agenda (if necessary)**

- 17
18 • None

19
20 **5) Approval of minutes from previous meeting(s)**

- 21
22 • None

23
24 **6) Presentation(s)**

- 25
26
27 a. Cedar-Lee Special Improvement Director, *Caroline Barni* (15 min)

28
29
30 **7) Communications from the Mayor**

- The Mayor sent his condolences to a family who recently lost a child due to a house fire and asked for a moment of silence.
 - The City of Cleveland Heights Juneteenth event date has been changed to Saturday, June 13th.
 - The Mayor spoke with Laelia Edwards, and the City will plan a parade for her later this summer; the date is to be determined.
 - There will be a public meeting on 5/27 at 5 pm at the Community Center to discuss the future of the south rink.
-
- For the Record:
 - On May 14, 2026, four bids were received for project 26-03 Hillside Dairy Public Works Yard Improvement Project; the lowest and most responsive bid was from Pro-quality Demolition with a bid of \$386,783.00 for abatement and demolition and \$112,092.00 for fencing and landscaping for a total bid of \$498,875.00.

16

17 **8) City Administrator's Report**

- Coventry Parking Garage Elevator Update: the elevator passed inspection today, 5/18, and will be fully operational beginning 5/20 at 6 am.
- Update on the USEPA Consent Decree: further investment will be needed in the coming year, and the City is working hard to get everybody to stay on the same page, thinking proactively about the situation.
- Hillside Dairy Demolition bids came in lower than expected, but regardless, the administration will be asking for a budget adjustment at the June 1, 2026 Council Meeting.

27

28 **9) Departmental Report(s)**

- None

30

31

32 **10) Report of the Clerk of Council**

- a. Notify Council that the Clerk has received a Notice to Legislative Authority from the Ohio Department of Liquor Control for the transfer of a C-2X/C-2 Liquor Permit from Ungers Kosher Bakery Inc. to Ungers Ventures LLC, located at 1831 S. Taylor Rd.

1 **11) Public Comment - Legislative Agenda Items only**

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

7 **Speakers**

Name	Resident/Board Member/Other	Topic
David Russell	Resident	RES 106-2026: Taylor Merchants Association agreement

8 **12) LEGISLATION**

9 *Note: The title for each piece of legislation contains a parenthetical reference to*
10 *the Council Committee within which the subject matter of the legislation falls.*
11 *Council Committees are abbreviated as follows: (AS)-Administrative Services;*
12 *(COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation;*
13 *(F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and*
14 *Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public*
15 *Safety and Health. See Resolution 97-2022 for a list of Council Committee*
16 *subject matter areas.*

17
18
19 **a. First Readings – Consideration of Adoption Requested**

20
21 **RESOLUTION NO. 100-2026(F): First Reading.** A Resolution declaring the
22 necessity of assessing a portion of the expense of street lighting; and
23 declaring the necessity that this legislation become immediately effective as
24 an emergency measure.

25
26 Introduced by Mayor Petras

27 **READ INTO THE RECORD**

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

34
35 Introduced by Mayor Petras

READ INTO THE RECORD

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

Introduced by Mayor Petras

Motion to adopt: Gail Larson

Seconded: Jim Posch

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

No: None

LEGISLATION PASSED

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

Introduced by Mayor Petras

Motion to adopt: Joe DeWitt-Foy

Seconded: Craig Cobb

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

No: None

LEGISLATION PASSED

b. First Readings Only

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

Introduced by Mayor Petras

Motion to table: Craig Cobb

Seconded: Sarah Stone

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

1 No: None

2 **LEGISLATION TABLED**

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

9
10 Introduced by Mayor Petras

11 **READ INTO THE RECORD**

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

18
19 Introduced by Mayor Petras

20 **READ INTO THE RECORD**

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

25
26 Introduced by Council Member Cohen

27 **READ INTO THE RECORD**

28 **c. Second Readings**

29
30 **RESOLUTION NO. 095-2026(MSES): Second Reading.** A Resolution
31 authorizing the Mayor to execute an agreement with the Northeast Ohio
32 Areawide Coordinating Agency for the design and installation of eight (8) DC
33 Fast Charger electric vehicle charging points at City Hall and the Cleveland
34 Heights Community Center.

35
36 Introduced by Mayor Petras

37 **Motion to adopt:** Gail Larson

38 **Seconded:** Jessica Cohen

39
40 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,

1 Tony Cuda, Sarah Stone
2 **No:** None

3 **LEGISLATION PASSED**

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

8
9 Introduced by Mayor Petras

10 **Motion to adopt:** Gail Larson
11 **Seconded:** Jessica Cohen

12
13 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
14 Tony Cuda, Sarah Stone
15 **No:** None

16 **LEGISLATION PASSED**

17 **d. Consent Agenda**

18 **Motion to suspend rules:** Craig Cobb
19 **Seconded:** Gail Larson

20
21 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
22 Tony Cuda, Sarah Stone
23 **No:** None

24 **MOTION PASSED**

25
26 **Motion to adopt:** Sarah Stone
27 **Seconded:** Jim Posch

28
29 **Yes:** Craig Cobb, Gail Larson, Jim Posch, Joe DeWitt-Foy, Jessica Cohen,
30 Tony Cuda, Sarah Stone
31 **No:** None

32 **LEGISLATION PASSED**

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

36
37 Introduced by Mayor Petras and All City Council Members

38 **Passed on consent agenda**

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

1 Introduced by Mayor Petras and All City Council Members

2 Passed on consent agenda

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

7
8 Introduced by Mayor Petras and All Ciy Council Members

9 Passed on consent agenda

10 **13) Committee Reports**

- 11
- 12 • **CRR** - Parks and Recreation Advisory Board will meet on May 20 at 6 p.m.
- 13 at the Community Center; and an open house for the future of the South
- 14 Rink will be held on May 27 from 5 p.m. to 7 p.m.
- 15 • **Finance and PSH** — Vice President Larson and Councilmember DeWitt
- 16 Foy will lead the discussion for these two committees at the COTW
- 17 meeting on June 26th starting at 5pm.
- 18 • **MSES** — The next CESC Meeting is May 19 at 4 pm, and the TAM will be
- 19 May 27 at 7 pm; MSES topics will be discussed at the COTW on June
- 20 8th.
- 21 • **HB** — HB topics will be discussed at the COTW on Tuesday, May 26
- 22 • **PD** — Gave a brief update on what was discussed at the last COTW
- 23 meeting, and there will be additional updates regarding the Landmark
- 24 Commission and the infill housing initiatives on June 26. There will be a
- 25 public hearing on ADUs on June 2, with an open house in the atrium at
- 26 5:30 p.m., and then the actual hearing during a PD Committee meeting
- 27 following at 6 p.m.

28
29 **14) Public Comment - General**

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

34 **Speakers**

Name	Resident/Board Member/Other	Topic
CJ Nash	Resident	New Culver's in the Noble Neighborhood
Mike Gaynier	Resident	Public sidewalk on Warrensville Rd.

Allison Hite	Resident	City & CHUH Preschool Program support
Jim Nemastil	Resident	City newsletter regarding Horseshoe Lake Park
Anthony Miozzi	Resident	Flock Cameras
Edgar Mitchell	Resident	Thanked the city for their responsiveness
Lou Radivoyevitch	Resident	Ranked Choice Voting
Harriet Applegate	Resident	Ranked Choice Voting

15) **Old Business**

- None

16) **New Business**

- President Cuda asked how we can get attendance up for our Memorial Day Celebrations.

17) **Council Member Comments**

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

- **Councilmember Posch** briefly discussed ranked-choice voting, noting that the potential penalties the state could impose if it were adopted appear to be the primary concern. He indicated that this risk was the main reason Council did not feel comfortable advancing the issue to the ballot for voters.
- **Councilmember Cohen** directed the public to the COTW meeting for further discussion on ranked-choice voting and reiterated Councilmember Posch’s concerns. She stated that, given the current legal landscape—including a state law prohibiting ranked-choice voting—she cannot support the measure at this time. However, she expressed openness to reconsidering the issue if the legal framework changes.

18) **Council President’s Report**

- **President Cuda** shared his perspective on ranked-choice voting, stating that he appreciates the advocates for their passion and dedication to the issue and commends the work of the Charter Review Commission.

1 However, he emphasized that he must be convinced that any charter
2 amendment placed on the ballot is in the best interest of the city, and he
3 is not persuaded that this proposal meets that standard. He indicated
4 that he does not believe the current voting system is problematic, but
5 expressed concern that eliminating the mayoral primary would be. In his
6 view, the seven-week period between the primary and general election
7 allows voters sufficient time to evaluate the two leading candidates.
8 President Cuda also noted that Council carefully reviews every
9 recommendation from the Charter Review Commission—some are
10 advanced to the ballot as proposed, others are modified, and some are
11 not advanced at all. Regarding ranked-choice voting specifically, he
12 stated that Council undertook an extensive process, including listening to
13 advocates, conducting research, holding a hearing, and asking detailed
14 questions. He added that this issue received more time and attention
15 than any other recommendation from the Commission. Finally, he stated
16 that he has not observed significant support for ranked-choice voting
17 from either Council or a majority of residents.

18
19 **19) Adjournment**

20 End: 8:34 p.m.

21
22 **NEXT MEETING OF COUNCIL: JUNE 1, 2026**



Memorandum

Date: 6/25/26

To: Legislation Review Team

From: Joe Brodzinski, Finance Dir.

Subject: Budget Amendment

Purpose Statement:

Finance is requesting a budget amendment totaling \$105,100 for the following item(s):
International Code Council contract - \$105,100

Is this legislation recurring: Yes: No:

Is emergency language necessary: Yes: No:

If yes, why?

To encumber contracts and issue payments for upcoming expenses.

Is passage on first reading necessary: Yes: No:

If yes, why?

To encumber contracts and issue payments for upcoming expenses.

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

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

\$105,100- Decertification of Prior Year Purchase Order(s)

\$105,100- Total

**2026 Budget Adjustments
Ordinance #135-2026
Cash Supplement and Inter-Departmental Transfers
7/6/2026**

Fund #	Fund Description	2026 Budget Adjustment	Fund	Department No.	Department Description	Account	Description	Ordinance Description	2026 Budget Adjustment	Budget Adjustment Notes	Funding Source	Requesting Department	
101	General Fund	\$ 105,100.00	101	5101	Planning	2055.0	Contractual	O.T.P.S	\$ 105,100.00	Budget Amendment to Appropriate Funds for Planning's International Code Council contract to assist in preparing Building & Housing Code Updates	Offset by Decert of PY Encumbrance	Planning	
Budget Adjustment Total		<u>\$ 105,100.00</u>							Budget Adjustment Total	<u>\$ 105,100.00</u>			
Grand Total Budget Adjustment		<u>\$ 105,100.00</u>							Grand Total Budget Adjustm	<u>\$ 105,100.00</u>			

Budget Increase Funding Source	Budget Impact
Budget Increase-From Fund 101 UE Cash	\$ -
Budget Increase-From Fund 213 UE Cash	\$ -
Budget Increase-From Fund 402 UE Cash	\$ -
Intradepartment Transfer	\$ -
Interdepartment Transfer	\$ -
Offset by Revenue Increase Received**	\$ -
Offset by Decert of PY Encumbrance **	\$ 105,100.00
Offset by Reimbursable Grant**	\$ -
	\$ 105,100.00

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

Proposed: 07/06/2026

ORDINANCE NO. 135-2026(F), *First Reading*

By Mayor Petras

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

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

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

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

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

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

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

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

ORDINANCE NO. 135-2026(F)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26	Budget Adj. 3/26/26	Budget Adj. 5/4/26	Budget Adj. 6/1/26	Budget Adj. 6/15/26	Budget Adj. 6/26/26	Budget Adj. 7/6/26	Adjustments YTD	Amended Budget
						Ordinance #8-2026	Ordinance #65-2026	Ordinance #97-2026	Ordinance #111-2026	Ordinance #120-2026	Ordinance #132-2026	Ordinance #135-2026		
101 - General	1101 - City Council	Personal Services O.T.P.S.	\$229,421.00 \$152,300.00		\$229,421.00 \$152,300.00								\$0.00 \$0.00	\$229,421.00 \$152,300.00
	1101 - City Council Total		\$381,721.00	\$0.00	\$381,721.00								\$0.00	\$381,721.00
	2101 - Mayor	Personal Services O.T.P.S.	\$681,399.00 \$204,250.00		\$681,399.00 \$204,250.00								\$0.00 \$0.00	\$681,399.00 \$204,250.00
	2101 - Mayor Total		\$885,649.00	\$0.00	\$885,649.00								\$0.00	\$885,649.00
	2106 - Civil Service Commission	Personal Services O.T.P.S.	\$2,680.00 \$37,000.00		\$2,680.00 \$37,000.00								\$0.00 \$0.00	\$2,680.00 \$37,000.00
	2106 - Civil Service Commission Total		\$39,680.00	\$0.00	\$39,680.00								\$0.00	\$39,680.00
	2107 - Landmark Commission	O.T.P.S.	\$34,465.00		\$34,465.00								\$0.00	\$34,465.00
	2107 - Landmark Commission Total		\$34,465.00	\$0.00	\$34,465.00								\$0.00	\$34,465.00
	2108 - General Operations	Personal Services O.T.P.S.	\$572,940.00 \$1,770,700.00		\$572,940.00 \$1,770,700.00								\$0.00 \$554,650.00	\$572,940.00 \$2,325,350.00
	2108 - General Operations Total		\$2,343,640.00	\$0.00	\$2,343,640.00				\$554,650.00				\$554,650.00	\$2,898,290.00
	2201 - Information Technology	Personal Services O.T.P.S. Capital	\$554,888.00 \$381,194.00 \$106,433.00		\$554,888.00 \$381,194.00 \$106,433.00								\$0.00 \$0.00 \$0.00	\$554,888.00 \$381,194.00 \$106,433.00
	2201 - Information Technology Total		\$1,042,515.00	\$0.00	\$1,042,515.00								\$0.00	\$1,042,515.00
	2501 - Community Relations	Personal Services O.T.P.S.	\$686,294.00 \$172,093.00	\$150,000.00	\$686,294.00 \$322,093.00								\$0.00 \$0.00	\$686,294.00 \$322,093.00
	2501 - Community Relations Total		\$858,387.00	\$150,000.00	\$1,008,387.00								\$0.00	\$1,008,387.00
	3101 - Finance	Personal Services O.T.P.S.	\$970,843.00 \$346,560.00		\$970,843.00 \$346,560.00								\$0.00 \$0.00	\$970,843.00 \$346,560.00
	3101 - Finance Total		\$1,317,403.00	\$0.00	\$1,317,403.00								\$0.00	\$1,317,403.00
	3103 - County Auditors Deduction	O.T.P.S.	\$250,000.00		\$250,000.00								\$0.00	\$250,000.00
	3103 - County Auditors Deduction Total		\$250,000.00	\$0.00	\$250,000.00								\$0.00	\$250,000.00
	3201 - Income Tax	O.T.P.S.	\$1,176,750.00		\$1,176,750.00								\$0.00	\$1,176,750.00
	3201 - Income Tax Total		\$1,176,750.00	\$0.00	\$1,176,750.00								\$0.00	\$1,176,750.00
	3301 - Human Resources	Personal Services O.T.P.S.	\$401,055.00 \$103,500.00		\$401,055.00 \$103,500.00								\$0.00 \$0.00	\$401,055.00 \$103,500.00
	3301 - Human Resources Total		\$504,555.00	\$0.00	\$504,555.00								\$0.00	\$504,555.00
	4101 - Law	Personal Services O.T.P.S. Capital	\$1,118,337.00 \$566,550.00 \$15,000.00	\$154,000.00	\$1,272,337.00 \$566,550.00 \$15,000.00								\$0.00 \$0.00 \$0.00	\$1,272,337.00 \$566,550.00 \$15,000.00
	4101 - Law Total		\$1,699,887.00	\$154,000.00	\$1,853,887.00								\$0.00	\$1,853,887.00
	5101 - Planning	Personal Services O.T.P.S. Capital	\$2,814,116.00 \$488,910.00 \$21,000.00	\$100,000.00	\$2,814,116.00 \$588,910.00 \$21,000.00	\$222,170.00	\$750,000.00	\$250,000.00				\$105,100.00	\$1,327,270.00 \$21,000.00	\$2,814,116.00 \$1,916,180.00 \$21,000.00
	5101 - Planning Total		\$3,324,026.00	\$100,000.00	\$3,424,026.00								\$1,327,270.00	\$4,751,296.00
	5102 - Planning Commission	Personal Services O.T.P.S. Capital Non-Government	\$7,870.00 \$200.00 \$5,350.00 \$100.00		\$7,870.00 \$200.00 \$5,350.00 \$100.00								\$0.00 \$0.00 \$0.00 \$0.00	\$7,870.00 \$200.00 \$5,350.00 \$100.00
	5102 - Planning Commission Total		\$13,520.00	\$0.00	\$13,520.00								\$0.00	\$13,520.00
	5103 - Board Of Zoning Appeals	Personal Services O.T.P.S. Non-Government	\$5,475.00 \$5,600.00 \$350.00		\$5,475.00 \$5,600.00 \$350.00								\$0.00 \$0.00 \$0.00	\$5,475.00 \$5,600.00 \$350.00
	5103 - Board Of Zoning Appeals Total		\$11,425.00	\$0.00	\$11,425.00								\$0.00	\$11,425.00
	5104 - SID (Spec Impr District)	O.T.P.S.	\$524,262.00		\$524,262.00								\$0.00	\$524,262.00
	5104 - SID (Spec Impr District) Total		\$524,262.00	\$0.00	\$524,262.00								\$0.00	\$524,262.00
	5106 - Architect Bd of Review	Personal Services O.T.P.S. Non-Government	\$5,985.00 \$5,750.00 \$750.00		\$5,985.00 \$5,750.00 \$750.00								\$0.00 \$0.00 \$0.00	\$5,985.00 \$5,750.00 \$750.00
	5106 - Architect Bd of Review Total		\$12,485.00	\$0.00	\$12,485.00								\$0.00	\$12,485.00
	5303 - CDBG Housing Pres Office	O.T.P.S.	\$900,000.00		\$900,000.00								\$921,520.00	\$1,821,520.00
	5303 - CDBG Housing Pres Office Total		\$900,000.00	\$0.00	\$900,000.00								\$0.00	\$900,000.00
	5602 - SBA Performance Grants	O.T.P.S.	\$150,000.00		\$150,000.00								\$0.00	\$150,000.00
	5602 - SBA Performance Grants Total		\$150,000.00	\$0.00	\$150,000.00								\$0.00	\$150,000.00
	6201 - Service Admin	Personal Services O.T.P.S. Capital	\$546,512.00 \$15,085.00 \$11,200.00		\$546,512.00 \$15,085.00 \$11,200.00								\$0.00 \$0.00 \$0.00	\$546,512.00 \$15,085.00 \$11,200.00
	6201 - Service Admin Total		\$572,797.00	\$0.00	\$572,797.00								\$0.00	\$572,797.00
	6202 - Capital Projects Admin	O.T.P.S.	\$50,000.00		\$50,000.00								\$0.00	\$50,000.00
	6202 - Capital Projects Admin Total		\$50,000.00	\$0.00	\$50,000.00								\$0.00	\$50,000.00
	6207 - Vehicle Maintenance	Personal Services O.T.P.S. Capital	\$1,426,723.00 \$1,497,690.00 \$32,000.00		\$1,426,723.00 \$1,497,690.00 \$32,000.00								\$0.00 \$0.00 \$0.00	\$1,426,723.00 \$1,497,690.00 \$32,000.00
	6207 - Vehicle Maintenance Total		\$2,956,413.00	\$0.00	\$2,956,413.00								\$0.00	\$2,956,413.00
	6208 - Street Maintenance	Personal Services O.T.P.S. Capital	\$1,933,887.00 \$713,975.00 \$21,500.00		\$1,933,887.00 \$713,975.00 \$21,500.00								\$0.00 \$0.00 \$0.00	\$1,933,887.00 \$713,975.00 \$21,500.00
	6208 - Street Maintenance Total		\$2,669,362.00	\$0.00	\$2,669,362.00								\$0.00	\$2,669,362.00
	6211 - Traffic Signs & Signals	Personal Services O.T.P.S.	\$77,700.00 \$233,225.00		\$77,700.00 \$233,225.00								\$0.00 \$0.00	\$77,700.00 \$233,225.00
	6211 - Traffic Signs & Signals Total		\$310,925.00	\$0.00	\$310,925.00								\$0.00	\$310,925.00
	6225 - DPW Public Property	Personal Services O.T.P.S.	\$852,500.00 \$1,296,000.00		\$852,500.00 \$1,296,000.00								\$0.00 \$0.00	\$852,500.00 \$1,296,000.00
	6225 - DPW Public Property Total		\$2,148,500.00	\$0.00	\$2,148,500.00								\$0.00	\$2,148,500.00
	7201 - Police Admin	Personal Services	\$14,388,162.00		\$14,388,162.00								\$0.00	\$14,388,162.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26	Budget Adj. 3/26/26	Budget Adj. 5/4/26	Budget Adj. 6/1/26	Budget Adj. 6/15/26	Budget Adj. 6/26/26	Budget Adj. 7/6/26	Adjustments YTD	Amended Budget
						Ordinance #8-2026	Ordinance #65-2026	Ordinance #97-2026	Ordinance #111-2026	Ordinance #120-2026	Ordinance #132-2026	Ordinance #135-2026		
	7201 - Police Admin Total		\$15,121,603.00	\$0.00	\$15,121,603.00								\$0.00	\$15,121,603.00
	7202 - Police Academy	Personal Services	\$221,500.00		\$221,500.00								\$0.00	\$221,500.00
		O.T.P.S.	\$84,000.00		\$84,000.00								\$0.00	\$84,000.00
	7202 - Police Academy Total		\$305,500.00	\$0.00	\$305,500.00								\$0.00	\$305,500.00
	7301 - Fire Admin	Personal Services	\$12,668,564.00		\$12,668,564.00								\$0.00	\$12,668,564.00
		O.T.P.S.	\$507,995.00		\$507,995.00								\$0.00	\$507,995.00
	7301 - Fire Admin Total		\$13,176,559.00	\$0.00	\$13,176,559.00								\$0.00	\$13,176,559.00
	7302 - Joint Dispatch Office	O.T.P.S.	\$1,194,309.00		\$1,194,309.00								\$0.00	\$1,194,309.00
	7302 - Joint Dispatch Office Total		\$1,194,309.00	\$0.00	\$1,194,309.00								\$0.00	\$1,194,309.00
	7303 - Fire Prevention	Personal Services	\$262,269.00		\$262,269.00								\$0.00	\$262,269.00
		O.T.P.S.	\$26,451.00		\$26,451.00								\$0.00	\$26,451.00
		Capital	\$3,000.00		\$3,000.00								\$0.00	\$3,000.00
	7303 - Fire Prevention Total		\$291,720.00	\$0.00	\$291,720.00								\$0.00	\$291,720.00
	7401 - Building Services	O.T.P.S.	\$154,300.00		\$154,300.00								\$0.00	\$154,300.00
		Non-Government	\$5,000.00		\$5,000.00								\$0.00	\$5,000.00
	7401 - Building Services Total		\$159,300.00	\$0.00	\$159,300.00								\$0.00	\$159,300.00
	7402 - Housing Inspections	Personal Services	\$3,215.00		\$3,215.00								\$0.00	\$3,215.00
		O.T.P.S.	\$160,900.00		\$160,900.00								\$0.00	\$160,900.00
		Non-Government	\$4,000.00		\$4,000.00								\$0.00	\$4,000.00
	7402 - Housing Inspections Total		\$168,115.00	\$0.00	\$168,115.00								\$0.00	\$168,115.00
	8101 - Community Services Admin	O.T.P.S.	\$7,480.00		\$7,480.00								\$0.00	\$7,480.00
	8101 - Community Services Admin Total		\$7,480.00	\$0.00	\$7,480.00								\$0.00	\$7,480.00
	8201 - Public Prop/Park Maint	Personal Services	\$1,053,810.00		\$1,053,810.00								\$0.00	\$1,053,810.00
		O.T.P.S.	\$226,000.00		\$226,000.00								\$0.00	\$226,000.00
	8201 - Public Prop/Park Maint Total		\$1,279,810.00	\$0.00	\$1,279,810.00								\$0.00	\$1,279,810.00
	8401 - Parks & Recreation Admin	Personal Services	\$1,180,627.00		\$1,180,627.00								\$0.00	\$1,180,627.00
		O.T.P.S.	\$51,500.00		\$51,500.00								\$0.00	\$51,500.00
	8401 - Parks & Recreation Admin Total		\$1,232,127.00	\$0.00	\$1,232,127.00								\$0.00	\$1,232,127.00
	8402 - Playgrounds	O.T.P.S.	\$76,200.00		\$76,200.00								\$0.00	\$76,200.00
	8402 - Playgrounds Total		\$76,200.00	\$0.00	\$76,200.00								\$0.00	\$76,200.00
	8403 - Swimming Pools	Personal Services	\$407,200.00		\$407,200.00								\$0.00	\$407,200.00
		O.T.P.S.	\$230,300.00		\$230,300.00								\$0.00	\$230,300.00
	8403 - Swimming Pools Total		\$637,500.00	\$0.00	\$637,500.00								\$0.00	\$637,500.00
	8405 - Ice Programs	Personal Services	\$311,000.00		\$311,000.00								\$0.00	\$311,000.00
		O.T.P.S.	\$40,250.00		\$40,250.00								\$0.00	\$40,250.00
	8405 - Ice Programs Total		\$351,250.00	\$0.00	\$351,250.00								\$0.00	\$351,250.00
	8406 - General Recreation Prog	Personal Services	\$156,152.00		\$156,152.00								\$0.00	\$156,152.00
		O.T.P.S.	\$243,400.00		\$243,400.00								\$0.00	\$243,400.00
	8406 - General Recreation Prog Total		\$399,552.00	\$0.00	\$399,552.00								\$0.00	\$399,552.00
	8409 - Sports Programs	Personal Services	\$145,600.00		\$145,600.00								\$0.00	\$145,600.00
		O.T.P.S.	\$119,750.00		\$119,750.00								\$0.00	\$119,750.00
	8409 - Sports Programs Total		\$265,350.00	\$0.00	\$265,350.00								\$0.00	\$265,350.00
	8411 - Community Center Admin	Personal Services	\$699,097.00		\$699,097.00								\$0.00	\$699,097.00
		O.T.P.S.	\$424,100.00		\$424,100.00								\$0.00	\$424,100.00
		Non-Government	\$1,400.00		\$1,400.00								\$0.00	\$1,400.00
	8411 - Community Center Admin Total		\$1,124,597.00	\$0.00	\$1,124,597.00								\$0.00	\$1,124,597.00
	8501 - Office On Aging Admin	Personal Services	\$214,965.00		\$214,965.00								\$0.00	\$214,965.00
		O.T.P.S.	\$40,110.00		\$40,110.00								\$0.00	\$40,110.00
	8501 - Office On Aging Admin Total		\$255,075.00	\$0.00	\$255,075.00								\$0.00	\$255,075.00
	8601 - Public Health Admin	O.T.P.S.	\$375,000.00		\$375,000.00								\$0.00	\$375,000.00
	8601 - Public Health Admin Total		\$375,000.00	\$0.00	\$375,000.00								\$0.00	\$375,000.00
	8701 - Animal Protection	O.T.P.S.	\$75,000.00		\$75,000.00								\$0.00	\$75,000.00
	8701 - Animal Protection Total		\$75,000.00	\$0.00	\$75,000.00								\$0.00	\$75,000.00
	9101 - Municipal Court	Personal Services	\$1,374,379.00		\$1,374,379.00								\$0.00	\$1,374,379.00
		O.T.P.S.	\$182,500.00		\$182,500.00								\$0.00	\$182,500.00
	9101 - Municipal Court Total		\$1,556,879.00	\$0.00	\$1,556,879.00								\$0.00	\$1,556,879.00
101 - General Total			\$62,231,293.00	\$404,000.00	\$62,635,293.00	\$222,170.00	\$750,000.00	\$250,000.00	\$1,476,170.00	\$0.00	\$0.00	\$105,100.00	\$2,803,440.00	\$65,438,733.00
201 - Street Constr, Maint	6201 - Maint,Service Admin	Personal Services	\$42,335.00		\$42,335.00								\$0.00	\$42,335.00
	6201 - Maint,Service Admin Total		\$42,335.00	\$0.00	\$42,335.00								\$0.00	\$42,335.00
	6208 - Maint,Street Maintenance	Personal Services	\$102,444.00		\$102,444.00								\$0.00	\$102,444.00
		O.T.P.S.	\$500.00		\$500.00								\$0.00	\$500.00
	6208 - Maint,Street Maintenance Total		\$102,944.00	\$0.00	\$102,944.00								\$0.00	\$102,944.00
	6208- Maint, Street Maintenance	Capital	\$0.00		\$0.00					\$302,000.27			\$302,000.27	\$302,000.27
	6208 - Maint,Street Maintenance Total		\$0.00	\$0.00	\$0.00					\$302,000.27			\$302,000.27	\$302,000.27
	6211 - Maint,Traffic Signs & Signals	Capital	\$40,000.00		\$40,000.00								\$0.00	\$40,000.00
	6211 - Maint,Traffic Signs & Signals Total		\$40,000.00	\$0.00	\$40,000.00								\$0.00	\$40,000.00
	6213 - Maint,Monticello Blvd	O.T.P.S.	\$37,801.00		\$37,801.00								\$0.00	\$37,801.00
	6213 - Maint,Monticello Blvd Total		\$37,801.00	\$0.00	\$37,801.00								\$0.00	\$37,801.00
	6215 - Maint,Road Repaving-State/Cnty	O.T.P.S.	\$1,992.00		\$1,992.00								\$0.00	\$1,992.00
	6215 - Maint,Road Repaving-State/Cnty Total		\$1,992.00	\$0.00	\$1,992.00								\$0.00	\$1,992.00
	6220 - Maint,Taylor Road	O.T.P.S.	\$63,800.00		\$63,800.00								\$0.00	\$63,800.00
	6220 - Maint,Taylor Road Total		\$63,800.00	\$0.00	\$63,800.00								\$0.00	\$63,800.00
	6236 - Maint,Annual Street Surface	Capital	\$4,000,000.00	\$1,500,000.00	\$5,500,000.00								\$0.00	\$5,500,000.00
	6236 - Maint,Annual Street Surface Total		\$4,000,000.00	\$1,500,000.00	\$5,500,000.00								\$0.00	\$5,500,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026	Budget Adj. 7/6/26 Ordinance #135-2026	Adjustments YTD	Amended Budget
	6312 - Maint,Meadowbrook Blvd Rehab	O.T.P.S.	\$118,921.00		\$118,921.00								\$0.00	\$118,921.00
	6312 - Maint,Meadowbrook Blvd Rehab Total		\$118,921.00	\$0.00	\$118,921.00								\$0.00	\$118,921.00
201 - Street Constr, Maint Total			\$4,407,793.00	\$1,500,000.00	\$5,907,793.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,000.27	\$0.00	\$0.00	\$302,000.27	\$6,209,793.27
206 - Law Enforcement	7205 - Law Enforcement	O.T.P.S.	\$64,200.00		\$64,200.00								\$0.00	\$64,200.00
	7205 - Law Enforcement Total		\$64,200.00	\$0.00	\$64,200.00								\$0.00	\$64,200.00
	7210 - Law Enforcement Grants	Capital	\$41,400.00		\$41,400.00								\$0.00	\$41,400.00
	7210 - Law Enforcement Grants Total		\$41,400.00	\$0.00	\$41,400.00								\$0.00	\$41,400.00
206 - Law Enforcement Total			\$105,600.00	\$0.00	\$105,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,600.00
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	\$62,000.00		\$62,000.00								\$0.00	\$62,000.00
		O.T.P.S.	\$107,500.00		\$107,500.00								\$0.00	\$107,500.00
		Capital	\$45,000.00		\$45,000.00								\$0.00	\$45,000.00
	7206 - Drug Law Enforcement Total		\$214,500.00	\$0.00	\$214,500.00								\$0.00	\$214,500.00
207 - Drug Law Enforcement Total			\$214,500.00	\$0.00	\$214,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$214,500.00
208 - CDBG Resource	5201 - CDBG Financial Admin	Personal Services	\$7,437.00		\$7,437.00								\$0.00	\$7,437.00
	5201 - CDBG Financial Admin Total		\$7,437.00	\$0.00	\$7,437.00								\$0.00	\$7,437.00
	5203 - CDBG Admin Contracts	O.T.P.S.	\$460,000.00		\$460,000.00								\$0.00	\$460,000.00
		Capital	\$570,000.00		\$570,000.00								\$0.00	\$570,000.00
	5203 - CDBG Admin Contracts Total		\$1,030,000.00	\$0.00	\$1,030,000.00								\$0.00	\$1,030,000.00
	5220 - CDBG Office On Aging	Personal Services	\$40,510.00		\$40,510.00								\$0.00	\$40,510.00
	5220 - CDBG Office On Aging Total		\$40,510.00	\$0.00	\$40,510.00								\$0.00	\$40,510.00
	5222 - Economic Development	Personal Services	\$149,300.00		\$149,300.00								\$0.00	\$149,300.00
		O.T.P.S.	\$1,295,000.00		\$1,295,000.00								\$0.00	\$1,295,000.00
	5222 - Economic Development Total		\$1,444,300.00	\$0.00	\$1,444,300.00								\$0.00	\$1,444,300.00
	5224 - CDBG Admin	Personal Services	\$152,255.00		\$152,255.00								\$0.00	\$152,255.00
		O.T.P.S.	\$19,500.00		\$19,500.00								\$0.00	\$19,500.00
	5224 - CDBG Admin Total		\$171,755.00	\$0.00	\$171,755.00								\$0.00	\$171,755.00
	5225 - CDBG Parkland	O.T.P.S.	\$207,000.00		\$207,000.00								\$0.00	\$207,000.00
	5225 - CDBG Parkland Total		\$207,000.00	\$0.00	\$207,000.00								\$0.00	\$207,000.00
	5228 - CDBG Public Works	O.T.P.S.	\$146,486.00		\$146,486.00								\$0.00	\$146,486.00
		Capital	\$489,394.00		\$489,394.00								\$0.00	\$489,394.00
	5228 - CDBG Public Works Total		\$635,880.00	\$0.00	\$635,880.00								\$0.00	\$635,880.00
	5301 - CDBG Home Repair Resource	O.T.P.S.	\$233,536.00		\$233,536.00								\$0.00	\$233,536.00
	5301 - CDBG Home Repair Resource Total		\$233,536.00	\$0.00	\$233,536.00								\$0.00	\$233,536.00
	5303 - CDBG Housing Pres Office	Personal Services	\$365,119.00		\$365,119.00								\$0.00	\$365,119.00
		O.T.P.S.	\$588,500.00		\$588,500.00								\$0.00	\$588,500.00
	5303 - CDBG Housing Pres Office Total		\$953,619.00	\$0.00	\$953,619.00								\$0.00	\$953,619.00
	5304 - CDBG Code Enforcement	Personal Services	\$143,106.00		\$143,106.00								\$0.00	\$143,106.00
	5304 - CDBG Code Enforcement Total		\$143,106.00	\$0.00	\$143,106.00								\$0.00	\$143,106.00
	5306 - CDBG Neighborhood Relate	Personal Services	\$2,934.00		\$2,934.00								\$0.00	\$2,934.00
	5306 - CDBG Neighborhood Relate Total		\$2,934.00	\$0.00	\$2,934.00								\$0.00	\$2,934.00
	5309 - GIS	Personal Services	\$59,125.00		\$59,125.00								\$0.00	\$59,125.00
		Capital	\$5,500.00		\$5,500.00								\$0.00	\$5,500.00
	5309 - GIS Total		\$64,625.00	\$0.00	\$64,625.00								\$0.00	\$64,625.00
	8407 - Child Care/Summer Program	O.T.P.S.	\$21,000.00		\$21,000.00								\$0.00	\$21,000.00
	8407 - Child Care/Summer Program Total		\$21,000.00	\$0.00	\$21,000.00								\$0.00	\$21,000.00
208 - CDBG Resource Total			\$4,955,702.00	\$0.00	\$4,955,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,955,702.00
211 - Home Program	5503 - HOME Admin	O.T.P.S.	\$765,000.00		\$765,000.00								\$0.00	\$765,000.00
	5503 - HOME Admin Total		\$765,000.00	\$0.00	\$765,000.00								\$0.00	\$765,000.00
	5504 - Contingency-HOME	O.T.P.S.	\$600,000.00		\$600,000.00								\$0.00	\$600,000.00
	5504 - Contingency-HOME Total		\$600,000.00	\$0.00	\$600,000.00								\$0.00	\$600,000.00
211 - Home Program Total			\$1,365,000.00	\$0.00	\$1,365,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,365,000.00
213 - Police Facility Impr Fund	7201 - Police Admin	O.T.P.S.	\$21,000.00		\$21,000.00								\$0.00	\$21,000.00
	7201 - Police Admin Total		\$21,000.00	\$0.00	\$21,000.00								\$0.00	\$21,000.00
213 - Police Facility Impr Fund Total			\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
214 - Local Programming	2108 - General Operations	O.T.P.S.	\$74,000.00		\$74,000.00								\$0.00	\$74,000.00
	2108 - General Operations Total		\$74,000.00	\$0.00	\$74,000.00								\$0.00	\$74,000.00
	2201 - Information Technology	Capital	\$25,000.00		\$25,000.00								\$0.00	\$25,000.00
	2201 - Information Technology Total		\$25,000.00	\$0.00	\$25,000.00								\$0.00	\$25,000.00
	2502 - Public Relations	Personal Services	\$15,450.00		\$15,450.00								\$0.00	\$15,450.00
	2502 - Public Relations Total		\$15,450.00	\$0.00	\$15,450.00								\$0.00	\$15,450.00
	2601 - Cable TV Admin	Personal Services	\$60.00		\$60.00								\$0.00	\$60.00
		O.T.P.S.	\$207,400.00		\$207,400.00								\$0.00	\$207,400.00
		Capital	\$119,000.00		\$119,000.00								\$0.00	\$119,000.00
	2601 - Cable TV Admin Total		\$326,460.00	\$0.00	\$326,460.00								\$0.00	\$326,460.00
214 - Local Programming Total			\$440,910.00	\$0.00	\$440,910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$440,910.00
215 - Cain Park Operating	8901 - Cain Park Admin/Start-Up	Personal Services	\$379,608.00		\$379,608.00								\$0.00	\$379,608.00
		O.T.P.S.	\$2,079,700.00		\$2,079,700.00								\$0.00	\$2,079,700.00
	8901 - Cain Park Admin/Start-Up Total		\$2,459,308.00	\$0.00	\$2,459,308.00								\$0.00	\$2,459,308.00
	8905 - Arts Festival/Art Gallery	O.T.P.S.	\$54,000.00		\$54,000.00								\$0.00	\$54,000.00
	8905 - Arts Festival/Art Gallery Total		\$54,000.00	\$0.00	\$54,000.00								\$0.00	\$54,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026	Budget Adj. 7/6/26 Ordinance #135-2026	Adjustments YTD	Amended Budget
	8906 - Theater	O.T.P.S.	\$164,500.00		\$164,500.00								\$0.00	\$164,500.00
	8906 - Theater Total		\$164,500.00	\$0.00	\$164,500.00								\$0.00	\$164,500.00
215 - Cain Park Operating Total			\$2,677,808.00	\$0.00	\$2,677,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,677,808.00
216 - Rec Fac Imp Fund	8301 - Park Maintenance Admin	O.T.P.S.	\$209,000.00		\$209,000.00								\$0.00	\$209,000.00
	8301 - Park Maintenance Admin Total		\$209,000.00	\$0.00	\$209,000.00								\$0.00	\$209,000.00
216 - Rec Fac Imp Fund Total			\$209,000.00	\$0.00	\$209,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,000.00
221 - Indigent DUI Treatment	9101 - Municipal Court	O.T.P.S.	\$14,500.00		\$14,500.00								\$0.00	\$14,500.00
	9101 - Municipal Court Total		\$14,500.00	\$0.00	\$14,500.00								\$0.00	\$14,500.00
221 - Indigent DUI Treatment Total			\$14,500.00	\$0.00	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,500.00
222 - Muni Ct-Computerization	9101 - Municipal Court	Personal Services	\$9,816.00		\$9,816.00								\$0.00	\$9,816.00
		O.T.P.S.	\$40,000.00		\$40,000.00								\$0.00	\$40,000.00
		Capital	\$15,000.00		\$15,000.00								\$0.00	\$15,000.00
	9101 - Municipal Court Total		\$64,816.00	\$0.00	\$64,816.00								\$0.00	\$64,816.00
222 - Muni Ct-Computerization Total			\$64,816.00	\$0.00	\$64,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,816.00
225 - Muni Ct Special Projects	9101 - Municipal Court	Personal Services	\$24,879.00		\$24,879.00								\$0.00	\$24,879.00
		O.T.P.S.	\$33,500.00		\$33,500.00								\$0.00	\$33,500.00
		Capital	\$55,000.00		\$55,000.00								\$0.00	\$55,000.00
	9101 - Municipal Court Total		\$113,379.00	\$0.00	\$113,379.00								\$0.00	\$113,379.00
225 - Muni Ct Special Projects Total			\$113,379.00	\$0.00	\$113,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,379.00
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office	Personal Services	\$46,127.00		\$46,127.00	\$78,897.50							\$78,897.50	\$125,024.50
	5303 - CDBG Housing Pres Office Total		\$46,127.00	\$0.00	\$46,127.00	\$78,897.50							\$78,897.50	\$125,024.50
	5701 - Housing Program Grants	Personal Services	\$47,042.00		\$47,042.00	\$75,845.00							\$75,845.00	\$122,887.00
		O.T.P.S.	\$100,000.00		\$100,000.00								\$0.00	\$100,000.00
	5701 - Housing Program Grants Total		\$147,042.00	\$0.00	\$147,042.00	\$75,845.00							\$75,845.00	\$222,887.00
226 - Lead Safe Cuyahoga Total			\$193,169.00	\$0.00	\$193,169.00	\$154,742.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$154,742.50	\$347,911.50
228 - CDBG-COVID	5203 - CDBG Admin Contracts	O.T.P.S.	\$100,000.00		\$100,000.00								\$0.00	\$100,000.00
	5203 - CDBG Admin Contracts Total		\$100,000.00	\$0.00	\$100,000.00								\$0.00	\$100,000.00
	5220 - CDBG Office On Aging	O.T.P.S.	\$2,352.00		\$2,352.00								\$0.00	\$2,352.00
	5220 - CDBG Office On Aging Total		\$2,352.00	\$0.00	\$2,352.00								\$0.00	\$2,352.00
	5224 - CDBG Admin	O.T.P.S.	\$12,460.00		\$12,460.00								\$0.00	\$12,460.00
	5224 - CDBG Admin Total		\$12,460.00	\$0.00	\$12,460.00								\$0.00	\$12,460.00
	5228 - CDBG Public Works	Capital	\$93,038.00		\$93,038.00								\$0.00	\$93,038.00
	5228 - CDBG Public Works Total		\$93,038.00	\$0.00	\$93,038.00								\$0.00	\$93,038.00
228 - CDBG-COVID Total			\$207,850.00	\$0.00	\$207,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,850.00
230 - Street Lighting	3101 - Finance	O.T.P.S.	\$15,000.00		\$15,000.00								\$0.00	\$15,000.00
	3101 - Finance Total		\$15,000.00	\$0.00	\$15,000.00								\$0.00	\$15,000.00
	6211 - Traffic Signs & Signals	O.T.P.S.	\$1,025,000.00		\$1,025,000.00								\$0.00	\$1,025,000.00
	6211 - Traffic Signs & Signals Total		\$1,025,000.00	\$0.00	\$1,025,000.00								\$0.00	\$1,025,000.00
230 - Street Lighting Total			\$1,040,000.00	\$0.00	\$1,040,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,000.00
231 - Tree	8801 - Forestry	Personal Services	\$918,965.00		\$918,965.00								\$0.00	\$918,965.00
		O.T.P.S.	\$503,505.00		\$503,505.00								\$0.00	\$503,505.00
		Capital	\$302,000.00		\$302,000.00								\$0.00	\$302,000.00
	8801 - Forestry Total		\$1,724,470.00	\$0.00	\$1,724,470.00								\$0.00	\$1,724,470.00
231 - Tree Total			\$1,724,470.00	\$0.00	\$1,724,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,724,470.00
232 - Police Pension	7201 - Police Admin	Personal Services	\$382,650.00		\$382,650.00								\$0.00	\$382,650.00
	7201 - Police Admin Total		\$382,650.00	\$0.00	\$382,650.00								\$0.00	\$382,650.00
232 - Police Pension Total			\$382,650.00	\$0.00	\$382,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,650.00
233 - Fire Pension	7301 - Fire Admin	Personal Services	\$382,650.00		\$382,650.00								\$0.00	\$382,650.00
	7301 - Fire Admin Total		\$382,650.00	\$0.00	\$382,650.00								\$0.00	\$382,650.00
233 - Fire Pension Total			\$382,650.00	\$0.00	\$382,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,650.00
234 - Earned Benefits	2108 - General Operations	Personal Services	\$300,000.00		\$300,000.00								\$0.00	\$300,000.00
	2108 - General Operations Total		\$300,000.00	\$0.00	\$300,000.00								\$0.00	\$300,000.00
234 - Earned Benefits Total			\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
240 - Federal Miscellaneous Grants	5101 - Planning	O.T.P.S.	\$1,500,000.00		\$1,500,000.00								\$0.00	\$1,500,000.00
	5101 - Planning Total		\$1,500,000.00	\$0.00	\$1,500,000.00								\$0.00	\$1,500,000.00
	7201 - Police Admin	Personal Services	\$48,411.00		\$48,411.00	\$300,000.00							\$0.00	\$48,411.00
		Capital	\$0.00		\$0.00								\$300,000.00	\$300,000.00
	7201 - Police Admin Total		\$48,411.00	\$0.00	\$48,411.00	\$300,000.00							\$300,000.00	\$348,411.00
240 - Federal Miscellaneous Grants Total			\$1,548,411.00	\$0.00	\$1,548,411.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$1,848,411.00
244 - NOPEC Fund	3101 - Finance	O.T.P.S.	\$0.00	\$230,000.00	\$230,000.00								\$0.00	\$230,000.00
	3101 - Finance Total		\$0.00	\$230,000.00	\$230,000.00								\$0.00	\$230,000.00
244 - NOPEC Fund Total			\$0.00	\$230,000.00	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
260 - Top of the Hill TIFF Fund	3101 - Finance	O.T.P.S.	\$0.00	\$1,500,000.00	\$1,500,000.00								\$0.00	\$1,500,000.00
	3101 - Finance Total		\$0.00	\$1,500,000.00	\$1,500,000.00								\$0.00	\$1,500,000.00
260 - Top of the Hill TIFF Total			\$0.00	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00
													\$0.00	\$0.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26	Budget Adj. 3/26/26	Budget Adj. 5/4/26	Budget Adj. 6/1/26	Budget Adj. 6/15/26	Budget Adj. 6/26/26	Budget Adj. 7/6/26	Adjustments YTD	Amended Budget
			\$3,164,927.00		\$3,164,927.00	Ordinance #8-2026	Ordinance #65-2026	Ordinance #97-2026	Ordinance #111-2026	Ordinance #120-2026	Ordinance #132-2026	Ordinance #135-2026		
301 - G.O. Bond Retirement	3101 - Finance	O.T.P.S.	\$3,164,927.00	\$0.00	\$3,164,927.00								\$0.00	\$3,164,927.00
	3101 - Finance Total		\$3,164,927.00	\$0.00	\$3,164,927.00								\$0.00	\$3,164,927.00
301 - G.O. Bond Retirement Total			\$3,164,927.00	\$0.00	\$3,164,927.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,164,927.00
402 - Financed Capital Projects	1101 - City Council	Capital	\$3,700.00		\$3,700.00								\$0.00	\$3,700.00
	1101 - City Council Total		\$3,700.00	\$0.00	\$3,700.00								\$0.00	\$3,700.00
	2201 - Information Technology	Capital	\$759,107.00		\$759,107.00								\$0.00	\$759,107.00
	2201 - Information Technology Total		\$759,107.00	\$0.00	\$759,107.00								\$0.00	\$759,107.00
	5101 - Planning	Capital	\$1,236,000.00		\$1,236,000.00		\$750,000.00						\$750,000.00	\$1,986,000.00
	5101 - Planning Total		\$1,236,000.00	\$0.00	\$1,236,000.00		\$750,000.00						\$750,000.00	\$1,986,000.00
	6201 - Service Admin	Capital	\$1,673,500.00	(\$67,500.00)	\$1,606,000.00								\$0.00	\$1,606,000.00
	6201 - Service Admin Total		\$1,673,500.00	(\$67,500.00)	\$1,606,000.00								\$0.00	\$1,606,000.00
	7201 - Police Admin	Capital	\$412,512.00		\$412,512.00								\$0.00	\$412,512.00
	7201 - Police Admin Total		\$412,512.00	\$0.00	\$412,512.00								\$0.00	\$412,512.00
	7301 - Fire Admin	Capital	\$190,000.00		\$190,000.00								\$0.00	\$190,000.00
	7301 - Fire Admin Total		\$190,000.00	\$0.00	\$190,000.00								\$0.00	\$190,000.00
	7402 - Housing Inspections	Capital	\$3,000.00		\$3,000.00								\$0.00	\$3,000.00
	7402 - Housing Inspections Total		\$3,000.00	\$0.00	\$3,000.00								\$0.00	\$3,000.00
	8201 - Public Prop/Park Maint	Capital	\$1,234,950.00		\$1,234,950.00								\$0.00	\$1,234,950.00
	8201 - Public Prop/Park Maint Total		\$1,234,950.00	\$0.00	\$1,234,950.00								\$0.00	\$1,234,950.00
	8403 - Swimming Pools	Capital	\$0.00		\$0.00					\$300,000.00	\$1,000,000.00		\$1,300,000.00	\$1,300,000.00
	8201 - Public Prop/Park Maint Total		\$0.00	\$0.00	\$0.00					\$300,000.00	\$1,000,000.00		\$1,300,000.00	\$1,300,000.00
402 - Financed Capital Projects Total			\$5,512,769.00	(\$67,500.00)	\$5,445,269.00	\$0.00	\$750,000.00	\$0.00	\$0.00	\$300,000.00	\$1,000,000.00	\$0.00	\$2,050,000.00	\$7,495,269.00
411 - Economic Development	5101 - Planning	O.T.P.S.	\$151,850.00		\$151,850.00								\$0.00	\$151,850.00
		Capital	\$60,000.00		\$60,000.00								\$0.00	\$60,000.00
	5101 - Planning Total		\$211,850.00	\$0.00	\$211,850.00								\$0.00	\$211,850.00
411 - Economic Development Total			\$211,850.00	\$0.00	\$211,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211,850.00
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair	O.T.P.S.	\$21,000.00		\$21,000.00								\$0.00	\$21,000.00
	2102 - City Hall Maint/Repair Total		\$21,000.00	\$0.00	\$21,000.00								\$0.00	\$21,000.00
412 - City Hall Maint & Repair Total			\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta	Capital	\$1,015,000.00	\$1,050,000.00	\$2,065,000.00								\$0.00	\$2,065,000.00
	6203 - Refuse Coll/Transfer Sta Total		\$1,015,000.00	\$1,050,000.00	\$2,065,000.00								\$0.00	\$2,065,000.00
416 - Refuse Capital Fund Total			\$1,015,000.00	\$1,050,000.00	\$2,065,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,065,000.00
601 - Water Administration	6302 - Water Distribution	Capital	\$1,914,540.00		\$1,914,540.00								\$0.00	\$1,914,540.00
	6302 - Water Distribution Total		\$1,914,540.00	\$0.00	\$1,914,540.00								\$0.00	\$1,914,540.00
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	\$20,206.00		\$20,206.00								\$0.00	\$20,206.00
	6314 - Runnymede/Quilliams Wtr Total		\$20,206.00	\$0.00	\$20,206.00								\$0.00	\$20,206.00
601 - Water Administration Total			\$1,934,746.00	\$0.00	\$1,934,746.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,934,746.00
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	\$1,530,953.00		\$1,530,953.00								\$0.00	\$1,530,953.00
		O.T.P.S.	\$792,350.00		\$792,350.00								\$0.00	\$792,350.00
		Capital	\$8,767,000.00		\$8,767,000.00								\$0.00	\$8,767,000.00
		Non-Government	\$10,000.00		\$10,000.00								\$0.00	\$10,000.00
	6205 - Sewer Maintenance Total		\$11,100,303.00	\$0.00	\$11,100,303.00								\$0.00	\$11,100,303.00
602 - Sewerage Disposal Total			\$11,100,303.00	\$0.00	\$11,100,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,100,303.00
603 - Parking Fund	6210 - Parking Department	O.T.P.S.	\$803,000.00		\$803,000.00								\$0.00	\$803,000.00
		Non-Government	\$2,500.00		\$2,500.00								\$0.00	\$2,500.00
	6210 - Parking Department Total		\$805,500.00	\$0.00	\$805,500.00								\$0.00	\$805,500.00
603 - Parking Fund Total			\$805,500.00	\$0.00	\$805,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$805,500.00
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Personal Services	\$2,835,862.00		\$2,835,862.00								\$0.00	\$2,835,862.00
		O.T.P.S.	\$1,536,723.00		\$1,536,723.00								\$0.00	\$1,536,723.00
		Capital	\$25,000.00		\$25,000.00								\$0.00	\$25,000.00
	6203 - Refuse Coll/Transfer Sta Total		\$4,397,585.00	\$0.00	\$4,397,585.00								\$0.00	\$4,397,585.00
605 - Refuse Fund Total			\$4,397,585.00	\$0.00	\$4,397,585.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,397,585.00
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	Personal Services	\$651,746.00		\$651,746.00								\$0.00	\$651,746.00
		O.T.P.S.	\$587,760.00		\$587,760.00								\$0.00	\$587,760.00
		Capital	\$261,986.00		\$261,986.00								\$0.00	\$261,986.00
	7304 - ALS Ambulance Services Total		\$1,501,492.00	\$0.00	\$1,501,492.00								\$0.00	\$1,501,492.00
606 - ALS Ambulance Services Total			\$1,501,492.00	\$0.00	\$1,501,492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,501,492.00
701 - Hospitalization Self-Ins	3101 - Finance	Personal Services	\$10,128,787.00		\$10,128,787.00								\$0.00	\$10,128,787.00
	3101 - Finance Total		\$10,128,787.00	\$0.00	\$10,128,787.00								\$0.00	\$10,128,787.00
701 - Hospitalization Self-Ins Total			\$10,128,787.00	\$0.00	\$10,128,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,128,787.00
804 - Off/Aging Donations	8501 - Office On Aging Admin	O.T.P.S.	\$1,750.00		\$1,750.00								\$0.00	\$1,750.00
	8501 - Office On Aging Admin Total		\$1,750.00	\$0.00	\$1,750.00								\$0.00	\$1,750.00
804 - Off/Aging Donations Total			\$1,750.00	\$0.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00
808 - Youth Recreation Donation	8101 - Community Services Admin	Non-Government	\$20,000.00		\$20,000.00								\$0.00	\$20,000.00
	8101 - Community Services Admin Total		\$20,000.00	\$0.00	\$20,000.00								\$0.00	\$20,000.00
808 - Youth Recreation Donation Total			\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
811 - Juvenile Diversion Prog	7209 - Juvenile Diversion Prog	O.T.P.S.	\$12,000.00		\$12,000.00								\$0.00	\$12,000.00
	7209 - Juvenile Diversion Prog Total		\$12,000.00	\$0.00	\$12,000.00								\$0.00	\$12,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26	Budget Adj. 3/26/26	Budget Adj. 5/4/26	Budget Adj. 6/1/26	Budget Adj. 6/15/26	Budget Adj. 6/26/26	Budget Adj. 7/6/26	Adjustments YTD	Amended Budget
						Ordinance #8-2026	Ordinance #65-2026	Ordinance #97-2026	Ordinance #111-2026	Ordinance #120-2026	Ordinance #132-2026	Ordinance #135-2026		
811 - Juvenile Diversion Prog Total			\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00
850 - Flexible Spending Account	3101 - Finance	Personal Services	\$234,352.00		\$234,352.00								\$0.00	\$234,352.00
	3101 - Finance Total		\$234,352.00	\$0.00	\$234,352.00								\$0.00	\$234,352.00
850 - Flexible Spending Account Total			\$234,352.00	\$0.00	\$234,352.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234,352.00
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	\$50,000.00		\$50,000.00								\$0.00	\$50,000.00
	7201 - Police Admin Total		\$50,000.00	\$0.00	\$50,000.00								\$0.00	\$50,000.00
	7401 - Building Services	Non-Government	\$14,000.00		\$14,000.00								\$0.00	\$14,000.00
	7401 - Building Services Total		\$14,000.00	\$0.00	\$14,000.00								\$0.00	\$14,000.00
858 - Miscellaneous Agency Total			\$64,000.00	\$0.00	\$64,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,000.00
Grand Total			\$122,726,562.00	\$4,616,500.00	\$127,343,062.00	\$676,912.50	\$1,500,000.00	\$250,000.00	\$1,476,170.00	\$602,000.27	\$1,000,000.00	\$105,100.00	\$5,610,182.77	\$132,953,244.77



Date: July 6, 2026

To: City Council

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

Subject: Authorizing the Mayor to execute a contract with the International Code Council to prepare Building & Housing Code Updates

Purpose Statement: *This legislation would authorize the Mayor to execute a contract with the International Code Council (ICC) for Building & Housing Code updates, in an amount not to exceed \$105,100.*

The Mayor, Administration and Council for some time have discussed a comprehensive review of the City's Building and Housing Services. Central to this task is an examination of the City's Building and Housing Code. To that end, preparing updates to the Building & Housing Code is included in the Department of Planning & Development's consulting budget (101.5101.2055.0).

As a result, on or about May 15, 2026, the City issued its RFP for a consultant to prepare Building & Housing Code updates, which included an Optional Task related to the review of Permitting and Enforcement Digital Tools, pursuant to input received from Council.

Two (2) responses to the RFP were received. Following review, Staff recommended the proposal of the International Code Council (ICC) to the Mayor. Further discussion resulted in clarification of the scope and cost of the proposal. The proposal and subsequent amendment are provided with the legislation to authorize the contract.

ICC is perhaps the pre-eminent expert on building and housing codes with over twenty (20) years of writing codes throughout the U.S. and in other countries. Further, the project staff – both the project leaders and their deep bench of technical professionals – have real world experience in building and code enforcement departments, which will be helpful to Cleveland Heights as we embark on this project. While ICC is not local, they have substantial experience working with Ohio codes including the Ohio Basic Code.

Following review of the proposal in relation to the Optional Task, and considering the associated cost, the Mayor and staff do not recommend inclusion of that task, for two (2) reasons: 1) staff believes that this is something that can be accomplished through our

own research and outreach and 2) the cost was substantial. Thus, the recommendation is to retain ICC to perform the Code Tasks only (tasks 1-5 listed in the RFP and their response).

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? It would allow the contract to be signed and work to begin in July while Council is on recess.

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

If yes, why? See above.

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

*Note, funds will be coming from previously encumbered funds from 2023, requiring a budget amendment to transfer those funds to this specific vendor. That amendment is companion legislation.

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

Proposed: 07/06/2026

RESOLUTION NO. 136-2026(HB), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute a contract with the International Code Council to assist in preparing Building & Housing Code Updates for the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Mayor, City staff, and City Council are looking holistically and comprehensively at its provision of Building and Housing Services; and

WHEREAS, central to that review is an examination of the City's standards and regulations contained in the Building and Housing Code of the City (the "Building & Housing Code"); and

WHEREAS, preparing updates to the Building & Housing Code have been included in the Department of Planning & Development's consulting budget (101.5101.2055.0); and

WHEREAS, the City therefore sought a qualified consultant or consultant team to prepare Building & Housing Code Updates that includes community engagement; and

WHEREAS, on or about May 15, 2026, a Request for Proposals ("RFP") was issued by the City for a consultant to prepare Building & Housing Code Updates; and

WHEREAS, the RFP included a scope of work consisting of five (5) tasks (the "Core Tasks") and one (1) optional task, Permitting and Enforcement Digital Tools (the "Optional Task"); and

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

WHEREAS, each of the responses was first reviewed by staff from the Department of Planning, Neighborhoods & Development; and

WHEREAS, after evaluating the responses, Planning & Development staff recommended to the Mayor that the proposal of the International Code Council ("ICC"), would best meet the City's needs; and

WHEREAS, after review of ICC's proposed scope of work, Planning & Development staff does not recommend including the Optional Task; and

WHEREAS, ICC provided on June 23, 2026 a letter amending their original proposal and cost estimate, based upon discussion with City staff; and

RESOLUTION NO. 136-2026(HB)

WHEREAS, the cost of the Core Task services to be provided by ICC is not to exceed One-Hundred and Five Thousand and One-Hundred Dollars (\$105,100); and

WHEREAS, funding for these services shall be provided through the Planning Department's consultant budget line (101.5101.2055.0); and

WHEREAS, the Mayor has recommended that the Core Task services proposed by ICC best meets the City's needs; and

WHEREAS, this Council supports retaining a consultant to prepare Building & Housing Code Updates and that such service would be in the interests of the City and its residents; and

WHEREAS, this Council wishes to authorize the Mayor execute a contract with ICC to assist in the preparation of Building & Housing Code Updates.

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

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with International Code Council, offices located at 200 Massachusetts Avenue NW Suite 250, Washington, DC 20001, to prepare Building & Housing Code Updates. Compensation for the services detailed therein shall not exceed \$105,100. All agreement hereunder shall be approved as to form by the Director of Law.

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

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

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to allow the project to begin as soon as possible to better align the City's building and housing code standards with best practices at the earliest possible time. Provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 136-2026(HB)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

City of Cleveland Heights, Ohio



2026 Building & Housing Code Update

Request for Proposals (RFP)

RFP Issued: **May 15, 2026**

Questions Due: **May 29, 2026**

Response Deadline: **June 15, 2026 at 5:00 PM EST**

Questions Directed to: planning@clevelandheights.gov

CITY OF CLEVELAND HEIGHTS
2026 BUILDING & HOUSING CODES UPDATE RFP
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I. INTRODUCTION

The City of Cleveland Heights is seeking proposals from qualified consultants to assist in modernizing and updating its Building & Housing Codes. This Request for Proposals (RFP) describes the project, the anticipated Consultant responsibilities and scope of work, the consultant selection process, and the minimum information that must be included in the proposal.

BACKGROUND

The City of Cleveland Heights, Ohio (the “City”) is an inner ring suburb of the City of Cleveland. With a current population of 45,312, Cleveland Heights is the 20th largest city in the State of Ohio and the 9th densest. Among the characteristics that make Cleveland Heights a place where “All are Welcome” are its 12 business districts and diverse and historic residential neighborhoods. The vast majority of the City is developed with single-family homes in those residential neighborhoods, with some concentrations of two-family and multi-family/mixed-use buildings in particular parts of the City nearest the business districts. The median year built for all homes in Cleveland Heights is 1925, with 49% built in the 1920’s.

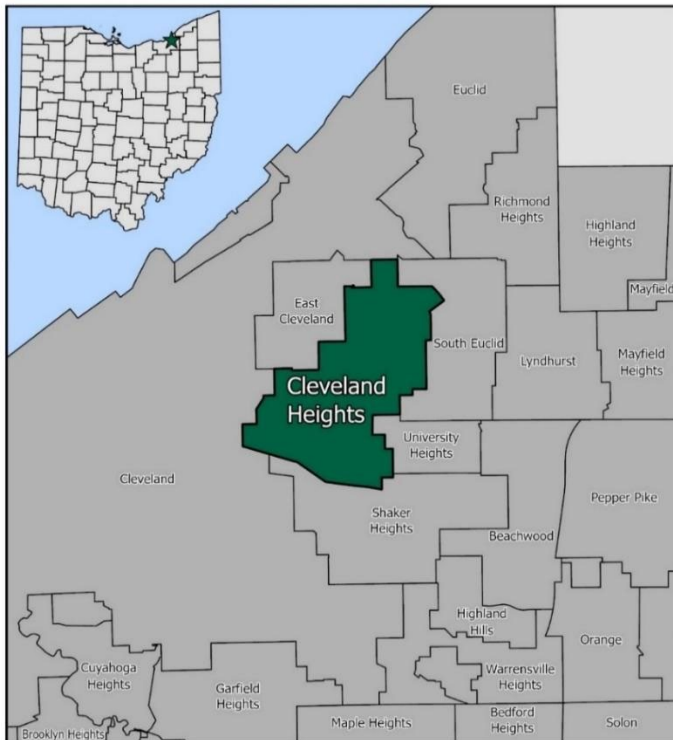


Figure 1, Cleveland Heights location map

Within municipal government, some of the most sought after services are permitting and code enforcement. The City of Cleveland Heights has dedicated resources to these services in the form of an in-house Building Division (led by a Building Commissioner/Chief Building Official) and a Housing Division that provides inspectional services, as well as other related licensing and monitoring of properties. These services also often end up being the services that have the greatest scrutiny. In Cleveland Heights, this is no different. While our City and its residents prides itself on wonderful neighborhoods and business districts, residents often complain about the maintenance of properties – both residential and commercial. On the other hand, residents, property owners, and contractors,

often complain about how hard it is to go through the approval and permitting process in order to improve their properties or correct violations. Although the City commits significant resources towards these services, their improvement remains a high priority. A driving factor that is common among these conditions, are the codes and regulations that the City staff must follow and that Housing Court can enforce.

The regulations that govern the Building (i.e., permitting) and Housing (i.e., code enforcement, inspections) services of the City are found in Part Thirteen (the “Building Code”) of the Codified Ordinances of the City of Cleveland Heights. These regulations can be found here: https://codelibrary.amlegal.com/codes/clevelandhths/latest/clevelandhths_oh/0-0-0-15294

With regards to the Building services, the Building Code adopts the Residential Building Code of Ohio for One, Two and Three-Family Dwellings (Chapter 1301) and the Ohio Building Code (Chapter 1303), and then provides a number of local provisions (Title Three, Chapter 1311 through 1337).

With regards to Housing services, there are only local regulations, found in Title Five (the Housing Code, Chapters 1341 through 1353, plus an Appendix).

The Building Code also contains a Business Maintenance Code (Title Seven, Chapters 1361 through 1373).

For the purposes of this RFP, the regulations will be referred to as the **Building & Housing Codes**. These codes have been amended from time-to-time, often in an ad-hoc, rather than comprehensive, manner. In addition, they have not been reviewed in some time.

PROJECT INTENT AND MAJOR COMPONENTS OF UPDATE

The City is looking holistically and comprehensively at its provision of Building and Housing services. The first, and perhaps most important, component of that review focuses on potential changes to the Building & Housing Codes.

The current Building & Housing Codes presents property owners, landlords, business owners, developers and builders, residents, agents, contractors, lenders, the Courts, and City staff with a variety of challenges, many of which have grown in prevalence as the Code ages. The intent of this project is to update the Building & Housing Codes in a way that is responsive to market and community needs, but specifically speaks to the City’s character. While not a complete code re-write, the final product should be a set of amendments that are innovative, intuitive, highly-illustrative, and user-friendly. Particular areas of focus include:

- Review the Building & Housing Codes overall and code clean-up; review its consistency against State and Federal laws, as well as the consistency of the Building & Housing Codes with other codes within the City’s Codified Ordinances (for example, Zoning Code);
- Compare neighboring municipalities codes and industry best practices and potentially how best to align for regional consistency where advisable; examine fees; look at the International Property Maintenance Code (IPMC) and International Building Code (IBC);
- Investigate how “problem properties” (e.g., abandoned properties, properties with absentee landlords) are treated;
- Evaluate the effectiveness and sustainability of interior Point-of-Sale inspections; examine ways to improve the overall Point-of-Sale process;
- Examine the current review and approval processes; identify areas for streamlining the processes to be predictable and consistent; examine how fences are approved, inspected, and enforced;

- Assess the existing Building & Housing Codes and any proposed code changes through an equity and inclusion lens, drawing on best practices for more equitable regulations;
- Recommend changes that would encourage property owners to adopt sustainable practices, while preserving the community’s historic character;
- Identify ways to simplify and clarify provisions to be user-friendly, such as improving formatting, text, and/or adding graphics or tables; and
- Review enforcement in general throughout the entire process from inspection to violation to potentially Housing Court.

FOUNDATIONAL DOCUMENTS/RECENT INITIATIVES

Although the project is focused on a third-party review of the Building & Housing Codes, there are a number of previous efforts that may inform the review, along with on-going complementary efforts.

Foundational Documents

- [2017 City of Cleveland Heights Master Plan](#)
- [Western Reserve Land Conservancy \(WRLC\) First-Right Property Inventory](#)
- Racial Justice Task Force (RJTF) Recommendations
- Novak Report

Recent Code Changes

- Ordinance No. 098-2023 (revised Chapter 1347, Certificate of Occupancy and Lead-Safe Certification)
- Ordinance No. 127-2025 (new Chapter 1373, Exterior Walls and Appurtenances; Parking Garages)
- Ordinance No. 244-2024 (new Section 1351.35, Tenants’ Rights and Responsibilities)
- The City is also currently discussing adopting regulations related to short-term rentals that would potentially include a new Chapter 769 (Short-Term Rentals) of Part Seven, Business Regulation Code, along with a new Chapter 161 (Excise Tax) outside of the Building & Housing Codes

Complementary Changes

- 2026 Zoning Code Update
- Housing Needs Assessment

Other Plans/Studies/Initiatives

There are a number of other local and regional plans and initiatives that may be valuable for a selected consultant to review:

- [Cleveland Heights Historic Preservation Design Guidelines](#)
- [City of Cleveland Heights Climate Forward Plan](#)
- [Housing Ohio: Tools for Development](#)
- Power a Clean Future Ohio (PCFO) Model Solar Ordinance

RESPONSIBILITIES

The selected Consultant is anticipated to have the following responsibilities:

1. The overall management and preparation of the code updates;
2. Collaboration and engagement with City staff and City Council;
3. Leading stakeholder and community engagement; and
4. Creation of deliverable products.

The City is anticipated to have the following responsibilities:

- Project management;
- Participating and helping to schedule stakeholder and community engagement; and
- Facilitating coordination with elected and appointed officials.

RFP INFORMATION

One (1) electronic version of the proposal shall be received by the City no later than **June 15, 2026 at 5:00 PM**. The required electronic version of the proposal must be emailed to planning@clevelandheights.gov.

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

City of Cleveland Heights
Department of Planning, Neighborhoods & Development
Attn: Eric Zamft, AICP
40 Severance Circle
Cleveland Heights, OH 44118

II. SCOPE OF WORK

The Consultant will develop a final scope of work in conjunction with City staff, but the City contemplates it including the following tasks. The respondent may propose additional/optional tasks to be incorporated as part of the scope of work. Should one (1) or more items be considered by the Consultant as irrelevant or superfluous, please indicate this in the response.

TASK 1: PROJECT INITIATION & PROJECT MANAGEMENT

The Consultant will meet with City staff to discuss the scope of the project, assess the available documents/data to review, confirm the project schedule, and introduce options for stakeholder and community engagement (see Task 4). On-going coordination between the Consultant and the City staff is anticipated in order to keep the project on scope and schedule.

Deliverable(s):

- Notes from Kick-Off meeting, including points of contact, scope of work, and schedule.
- Relevant materials for on-going coordination

TASK 2: BACKGROUND REVIEW, DATA COLLECTION, AND ANALYSIS

Subtask 2.1: Review Existing Materials. The Consultant will become familiar with the existing materials related to the City, specifically the City’s existing Building & Housing Codes.

Subtask 2.2: Audit of the Current Building & Housing Codes. The Consultant shall review the City’s current Building & Housing Codes and provide a findings report identifying inconsistencies, outdated sections, and clarifications needed. As noted in **Section I** of this RFP, as part of this subtask, the Consultant shall evaluate the effectiveness and sustainability of interior Point-of-Sale inspections and the Point-of-Sale process more generally.

Subtask 2.3: Review Inspections and Permitting Process and Procedures. The Consultant will assess the inspections and permitting processes to understand common issues and priorities; identify areas for streamlining the approval and permitting processes; and update forms and fees. The life-cycle of enforcement, from initial inspection to potentially Housing Court should be reviewed as well. As noted in **Section I**, as part of this subtask, the Consultant shall evaluate how fences are approved, inspected, and enforced. Finally, under this subtask, the Consultant will investigate how “problem properties” (e.g., abandoned properties, properties with absentee landlords) are treated.

Deliverable(s):

- Existing Code Review Memorandum that will serve as the starting point for code amendments, to include:
 - Building & Housing Codes audit
 - Review of inspections and permitting processes

TASK 3: BEST PRACTICES/MODEL CODES

Research best code/ordinance practices, as well as examine the codes of nearby communities, particularly fees. Identify alternate approaches or models of codes/ordinances that can meet the City’s intent, including, but not limited to,

- Adopting all or in-part the International Property Maintenance Code (IPMC)
- Adding components of the International Building Code (IBC) that are not included in the Ohio Building Code (OBC) – for example fire watch provisions found in Chapter 33 of the IBC

As part of this task, the staff will arrange coordination and collaboration between the Consultant and the consultants that the City has retained for the 2026 Zoning Code Update and Housing Needs Assessment initiatives.

Deliverable(s):

- Memorandum summarizing best practices/model codes.

TASK 4: STAKEHOLDER AND PUBLIC ENGAGEMENT

A hallmark of Cleveland Heights is the interest and participation of its residents, businesses, landlords, and property owners. However, engagement without a framework can lead to projects and initiatives that run off course and languish without completion. Typically, those segments of the population that are already engaged tend to be the ones who participate. This task will incorporate engagement activities that inform, consult, involve, empower, and collaborate with both decision-making leaders, key stakeholders, and the general public. Virtual engagement tools must ensure equitable and representative participation, but can be used to substitute and expand upon traditional in-person methods, including but not limited to: virtual public meetings; surveys; and social media tactics to solicit stakeholder feedback.

Subtask 4.1: Meeting with City Council. This subtask will involve a meeting with City Council, Committee of the Whole, or the Building & Housing Committee of Council to establish the expectations for stakeholder and community engagement. This will ensure that the Consultant, staff, City Council, and public are “on the same page” in terms of overall engagement.

Subtask 4.2: Stakeholder and Community Engagement Activities. Stakeholder and Public Engagement Activities may include:

- Convening a Technical Advisory Group (TAG) of technical experts and stakeholders to meet with and advise the respondent and staff;
- Hosting community meetings and events with a focus on smaller meetings and conducting outreach such as tables at community events;
- Creating an on-line survey and/or virtual option to become informed or comment (an example could be holding a virtual meeting as a precursor to a public meeting);
- Attending and presenting at meetings of City Council;
- Conducting interviews with key stakeholders and staff; and/or
- Creating materials, visual presentations, or any other resources or materials necessary to engage the public, including digital formats for social media.

The above are suggested components, not mandatory. Please include within your proposal your specific approach to stakeholder and community engagement with sufficient detail.

Note that City Council is considering assuming some of the engagement responsibilities, including holding additional topical meetings. These additional engagements would not be the responsibility of the Consultant.

Deliverable(s):

- Engagement materials

TASK 5: PREPARATION AND ADOPTION OF BUILDING & HOUSING CODE AMENDMENTS

The analyses/input collected as part of the previous tasks will lead to Building & Housing Code amendments to be considered for adoption. These amendments should integrate into the City's

existing regulatory framework in a manner that ensures procedural consistency, meshes with both State and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the Building & Housing Codes. This task will have the following subtasks:

Subtask 5.1: Preparation of Administrative Draft Building & Housing Code Amendments. The consultant team will prepare an Administrative Draft of the Building & Housing Code Amendments and transmit it to City staff.

- City staff will review the draft changes and provide comments.
- Anticipate attending one (1) meeting (in-person or virtual) with staff and the Mayor to discuss the Administrative Draft.

Subtask 5.2: Preparation of Public Review Draft Building & Housing Code Amendments. The consultant team will prepare a Public Review draft of the Building & Housing Code Amendments based upon staff comments

- The consultant team will present the draft changes at a public forum, potentially at a Council, Committee of the Whole, or Building & Housing Committee of Council meeting.
- The draft changes will be posted on the City's website and made available for a time-limited public comment.
- City staff will compile the comments on the draft changes and share with the consultant team.

Subtask 5.3: Final Building & Housing Code Amendments. The consultant team will revise the Building & Housing Code Amendments, as necessary, to reflect those comments received by the public, key stakeholders, and staff. The consultant team will then finalize the changes, create a publish-ready document, and transmit it to the City.

Subtask 5.4: Adoption. Although City staff will take the lead on pursuing adoption of the proposed changes, the Consultant will provide technical assistance as needed during the adoption process. In particular, the Consultant will:

- Assist in the preparation of staff reports and other materials as needed in connection with the presentation of the proposed ordinance to Council and the public;
- Anticipate a minimum of presenting at least one (1) meeting before Committee of the Whole or Building & Housing Committee of Council and one (1) meeting before Council; and
- Incorporate any changes to the ordinance(s) that might arise during the review process, from introduction through adoption.

Deliverable(s):

- Administrative Draft Building & Housing Code Amendments
- Public Review Draft Building & Housing Code Amendments
- Final Building & Housing Code Amendments in digital format, including all graphic files

OPTIONAL TASK

The City is considering an optional task. In the project budget, the cost of the items should be listed separately and independently.

Optional Task A – Permitting and Enforcement Digital Tools

An optional task is to identify ways in which the City can streamline the application process for permitting, inspections, and enforcement. Although the City currently uses Citizenserve as an online

portal, there may be better or improved ways for residents, property owners, and contractors to apply for a permit and/or for residents, tenants, property owners, or landlords to file complaints, comply with violations, or check on the status of a property or violation.

REQUIRED FORMS AND COPIES

Based on the Scope of Work described above, the selected Consultant will deliver one (1) storage device containing all images, drawings, plans, and documentation developed in the preparation of the Building & Housing Codes Update.

III. PROJECT SCHEDULE & BUDGET

PROJECT SCHEDULE

Work is expected to begin in 2026, after consultant selection, Council approval, and issuance of a Notice-to-Proceed. It is anticipated that the project will be completed in nine (9) months. The City is open to alternative timelines so long as the proposal provides a rationale for why a shorter/longer timeline is desired.

PROJECT BUDGET

The City has not established a budget range for this project, but proposals will be evaluated on a competitive basis, with cost considered alongside qualifications and approach.

IV. SUBMITTAL REQUIREMENTS

All proposals submitted for consideration shall include, but not be limited to, the following components.

1. **Cover Page:** Submit RFP cover page on letterhead, signed by a duly authorized officer, employee, or agent of the responding party submitting the proposal. The cover page should include a statement that the proposal is submitted in response to the “*City of Cleveland Heights 2026 Building & Housing Codes Update RFP*”. The cover page should contain the name, address and contact information, including email, of the main contact for the proposal.
2. **Statement of Qualifications and Experience:** Responding parties should include in their proposal a Statement of Qualifications that includes the information below:
 - a. A general description of the responding party or team, including size and length of time in business;
 - b. A summary of the responding party’s or team’s background and specific experience on similar projects;
 - c. A list of completed pertinent codes/ordinances, particularly within the context of a similarly sized city; and
 - d. Any qualifications not previously described that make the responding party or team unique.
3. **Personnel:** List key personnel and the anticipated roles which said personnel are expected to play on this project. Resumes for key personnel should be provided and include work location, education, and licenses or certifications.
4. **Proposed Project Understanding and Approach:** Provide a written narrative describing the respondent’s understanding of the City’s request to prepare an update to the City’s Building & Housing Codes, along with the respondent’s approach.
5. **Proposed Scope of Services with Deliverables:** The proposal should include a description of the scope of services and a list of the specific deliverables to be provided; this should include a work plan that identifies the major tasks to be completed, as well as any optional work tasks that the respondent thinks would be valuable in conducting.
6. **Proposed Timeline:** The proposal should include a timeline for the tasks noted above. The City anticipates a timeline of nine (9) months, but is open to alternative timelines so long as the proposal provides a rationale for why a shorter/longer timeline is desired. The timeline should also include provisions for City staff and other reviews, revision of draft deliverables, and preparation of the final documents.
7. **References:** Provide two (2) references from other clients, especially public agencies, with whom the responding party or team currently works or worked in the past and has established a contract on a project of this nature, of same or similar size as that called for by this RFP. Provide the name of the agency, contact name, address, telephone number/email, project name, and dates the services were provided.
8. **Cost Proposal:** Provide a cost proposal, including fees and/or number of billable hours and hourly rate of all named team members, and total cost. Any expenses that are to be included as part of your proposal must be listed as separate line items and must include both the total

anticipated expenses to be claimed and nature of the expenses (e.g., office supplies, travel/lodging/meals, etc.).

9. **Statement on Minority, Women-Owned, Veteran-Friendly, Disadvantaged Business Enterprises, or Encouraging Diversity Growth and Equity Program (MBE/WBE/VBE/DBE/EDGE) Inclusion; Prevailing Wage and Local Hiring:** Include a statement regarding the participation of Minority, Women-Owned, and Veteran-Friendly, Disadvantaged Business Enterprises or Encouraging Diversity Growth and Equity Program certified businesses, as well as the use of commercially reasonable efforts to ensure that those employed on the project are local and paid at a prevailing wage rate to an extent reasonably practicable.

10. **Statement of Non-Discrimination:** Include a statement that the respondent will comply with all applicable federal, state and local laws with regard to fair employment practices and will not discriminate on the basis of the protected classes identified in Section 749.01 of the Cleveland Heights Codified Ordinances (e.g., age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the Project.

V. EVALUATION CRITERIA

For all proposals deemed acceptable by the City, the evaluation criteria may include but not be limited to the following considerations:

- Completeness and quality of the proposal
- Project Approach / Understanding of Scope of Work / Understanding of Cleveland Heights
- Qualifications, Experience, and Relevant Knowledge
 - Codes/ordinances
 - Inspections and permitting processes
- Cost Proposal
- (If required) Interviews

While not required, proposals that include a response to Optional Task A (Permitting and Enforcement Digital Tools) will be given strong consideration in the evaluation process.

VI. PROPOSAL SCHEDULE

1. **Issue Date:** The issue date of this RFP is **May 15, 2026**.
2. **Questions and Responses:** Questions and inquiries will be accepted by the City, but must be submitted **via email** to planning@clevelandheights.gov. The closing date for submitting written questions is **May 29, 2026**. A summary of all substantive questions and answers will be distributed via email to all responding parties and posted on the City's website. If necessary, amendments to the RFP will be posted on the City's website.
3. **Proposals Due:** To be eligible for consideration, all responding parties must submit:

ONE (1) ELECTRONIC VERSION OF THE PROPOSAL RECEIVED BY THE CITY NO LATER THAN JUNE 15, 2026 AT 5:00 PM.

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

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

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

City of Cleveland Heights
Department of Planning, Neighborhoods & Development
Attn: Eric Zamft, AICP
40 Severance Circle
Cleveland Heights, OH 44118

Both the hard and electronic copies should indicate that the proposal is in response to the "*City of Cleveland Heights 2026 Building & Housing Codes Update RFP*".

5. **Interviews:** Certain responding parties may be invited to present their proposal at a follow-up interview.

VII. ADMINISTRATIVE INFORMATION

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



June 15, 2026

City of Cleveland Heights
Department of Planning, Neighborhoods & Development
Attn: Eric Zamft, AICP
40 Severance Circle
Cleveland Heights, OH 44118

Re: Proposal in Response to the City of Cleveland Heights 2026 Building & Housing Codes Update RFP

Dear Mr. Zamft,

The International Code Council respectfully submits this proposal in response to the City's request for consulting services to assist in modernizing and updating the City's Building and Housing Codes.

The City is undertaking a comprehensive effort to improve how its Building and Housing Codes support safe, well-maintained neighborhoods; predictable permitting and inspections; effective and equitable enforcement; reinvestment in historic housing stock; business district vitality; sustainability; and user-friendly administration. This update provides an opportunity to improve clarity, consistency, usability, and enforceability.

As the developer of the International Codes, including the International Property Maintenance Code, the International Residential Code and International Building Code, ICC is uniquely positioned to help Cleveland Heights evaluate how model code provisions, local amendments, best practices, and peer community approaches can be adapted to the City's regulatory framework, administrative capacity, housing conditions, and community priorities. The City's RFP specifically identifies these codes as potential models or sources for updated local provisions, making ICC's direct technical expertise especially relevant to this engagement.

ICC's proposed approach is designed to produce practical, adoption-ready amendments that are clear for residents, property owners, landlords, contractors, and City staff. Our work will include review of the existing Building and Housing Codes and their implementation, peer and best-practice research, stakeholder and public engagement, preparation of draft and final amendments, and adoption support.

ICC certifies that this proposal complies with the requirements of the City's Request for Proposal. We appreciate the opportunity to be considered and look forward to the possibility of partnering on this important effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin T. McOsker", written over a white background.

Kevin T. McOsker, P.E.(NV) CBO
Vice President, Technical Services
International Code Council
200 Massachusetts Ave NW Suite 250
Washington, DC 20001
kmcosker@iccsafe.org | 702-960-2240

Building and Housing Codes Update

Proposal for City of Cleveland Heights, Ohio

June 2026

Submitted by:
International Code Council (ICC)



INTERNATIONAL
CODE
COUNCIL®

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1. Statement of Qualifications and Team Experience

Organizational Overview

The International Code Council (ICC) is a nonprofit organization established in 1994 through the consolidation of three legacy model code organizations, bringing together more than 190 years of building and fire safety code development experience. ICC is the developer of the International Codes (I-Codes), which serve as the foundation for building, residential, existing building, fire, property maintenance, energy, and life-safety regulations across the United States. The I-Codes are used in all fifty states, and Ohio's state codes are based on them: the Ohio Building Code that Cleveland Heights adopts in Chapter 1303 is based on the International Building Code, and the Residential Code of Ohio adopted in Chapter 1301 is based on the International Residential Code. In updating its Building and Housing Codes, the City will be working within a regulatory framework that ICC created and continues to maintain.

ICC has more than 70,000 members nationwide, with over 1,000 alone in the Ohio Building Officials Association, including building officials, fire officials, inspectors, code enforcement professionals, plan reviewers, municipal staff, design professionals, and other stakeholders directly involved in code development, adoption, administration, and enforcement.

ICC regularly supports state and local governments in reviewing adopted codes, evaluating local amendments, identifying implementation impacts, preparing ordinance language, supporting adoption processes, analyzing and optimizing code implementation and enforcement practices, and providing technical assistance. This experience directly aligns with Cleveland Heights' need for a comprehensive Building and Housing Codes update that improves clarity, consistency, usability, enforceability, and alignment with state and federal law. Through American Legal Publishing – which is now part of ICC Family of Solutions – ICC also provides ordinance codification, legal review, and online code publishing for more than 8,000 municipalities, including a partnership of more than twenty years with the Ohio Municipal League on the Ohio Basic Code. Cleveland Heights is among the communities ICC already serves: the City's Codified Ordinances are hosted and maintained on ICC's American Legal Code Library platform today. The amendments produced through this project can therefore move from Council adoption to codification and publication without leaving the team that drafted them.

ICC's technical staff have experience in building department operations, code applications, specific construction industries, and trade organizations that support the construction codes and standards that states and jurisdictions across the country adopt. This project will be supported by ICC staff with prior experience with Ohio's codes and code enforcement practices, and a track record of successful engagements with Ohio communities. The proposed team is composed of practitioners, its members have served as Building Official of the City of Las Vegas, Director of Maryland's statewide Building Codes Administration, Assistant State Building Official for Oregon and for Utah, Director of Inspections, Licenses, Permits and Building Official for Harford County, Maryland, and Chief Building Official for cities and counties of widely varying size. They have personally run permit counters, managed inspection programs, handled problem-property cases, prepared adoption packages, and testified before councils – the same work this project will examine and improve.

Relevant Experience

ICC has extensive experience supporting building and housing code modernization, including:

- **Building and housing code modernization:** Review of existing code frameworks, identification of outdated or inconsistent provisions, and preparation of clear, adoptable updates. ICC's decade-long engagement with the New York City Department of Buildings is representative: ICC developed a jurisdiction-specific existing-building code that removes barriers to rehabilitating older building stock while maintaining safety – the same challenge presented by Cleveland Heights' predominantly 1920s housing.
- **Model code expertise and application:** Translation of widely used model codes, including the I-Codes, into locally adopted municipal codes aligned with state-specific requirements such as the Ohio Building Code. ICC provided exactly this guidance to the City of Houston in its 2023 update to the 2021 I-Codes – including early adoption of selected 2024 provisions – and is currently advising the Louisiana State Uniform Construction Code Council on its update to the 2024 I-Codes.
- **Local amendment development and codification:** Development, organization, and publication of local amendments that reflect community conditions, administrative needs, and enforcement capacity. Through ICC Family of Solutions, ICC provides codification and publication services for more than 8,000 municipalities – among them Cleveland Heights, whose Codified Ordinances are hosted on ICC's platform today.
- **Permitting, inspections, and enforcement optimization:** Work within building department operations, including permitting workflows, inspection processes, complaint intake, violation tracking, and enforcement actions to improve processes and ease implementation. ICC has performed enforcement-capacity assessments at the national scale for programs in the Republic of the Marshall Islands, Jamaica, and Bangladesh.
- **Statewide code development and municipal support:** Long-standing partnership with the Ohio Municipal League, including responsibility for drafting and updating the Ohio Basic Code annually, as well as support for Ohio's statewide and local code official chapters.
- **Digital permitting and enforcement workflows:** Evaluation and support of modern permitting processes, including online applications, inspection scheduling, complaint reporting, and public-facing tools. ICC recently led U.S. Department of Energy-funded research on building department digitization and developed national recommended practices for remote virtual inspections, supporting jurisdictions implementing both. ICC both implements software tools to facilitate permitting and enforcement workflows and supports third-party software with I-Code integrations. As Harford County, Maryland's Building Official, ICC Project Team Member Rich Truitt supported a senior leadership team that helped transition the County from paper-based processes, through a competitive procurement, to full implementation of an electronic permitting platform. After implementation, he was instrumental in the formation of a steering committee that worked to oversee strategic improvements, efficiencies and continued development of new business processes for system wide improvements.
- **Digital access and transparency:** Delivery of online code hosting and publishing tools that improve usability and public access to regulatory information.

- **Experience across diverse communities:** Provide codification services, permitting, records, and process management support, as well as code training and publications for more than 600 Ohio jurisdictions, including Cleveland, Toledo, Parma, Canton, Lorain, Hamilton, Cuyahoga Falls, and Youngstown. ICC’s Ohio Building Officials Association, Women in Code Enforcement and Development of Ohio, and Building Officials of Northeastern Ohio present strong, pre-existing networks of building safety professionals with regional experience, knowledge, and expertise upon which ICC can draw to support communities in Northeast Ohio.
- **Historic and established community context:** Experience working with municipalities with older housing stock and established neighborhoods requiring codes that support reinvestment and preservation. Cleveland Heights homes present precisely the condition that ICC’s existing-building and property maintenance codes – the IEBC and the IPMC – were created to address.

Completed, Pertinent Projects

ICC has supported the development, evaluation, and modernization of building and housing codes at the municipal, state, and national level, including the following representative engagements:

Jurisdiction / Agency	Project	Scope of Work	Dates
New York City Department of Buildings	Existing Building Code Development	Developed jurisdiction-specific code to support rehabilitation, streamlined requirements, and maintain safety standards; included stakeholder engagement, drafting, and implementation support	2016-Present
Ohio Board of Building Standards	Certification Study	Provided independent analysis of code enforcement practices, personnel qualifications, fee structures, and industry trends	2022-2023
Ohio Municipal League / Ohio Jurisdictions	Ohio Basic Code	Drafting and annual updates of model code provisions supporting municipalities across Ohio	2006-Present
Louisiana State Uniform Construction Code Council	Louisiana Building Code Update	Advisory services to assist the state and building safety stakeholders in updating to the 2024 I-Codes	2026-Present
North Dakota Insurance Department	Best Practices for State Code Supervisor	Based on a landscape analysis of code adoption and enforcement as well as state code bodies nationally, provided recommendations on whether legislation should establish a central authority in the state for overseeing the consistency and enforcement of building codes across North Dakota	2024

Houston, TX	Building Code Update	Advisory services to assist the City in updating to the 2021 I-Codes, including early adoption of 2024 I-Code provisions	2023
U.S. Department of Energy	Code Official Digitization and Efficiency Support	Led DOE-funded research and technical assistance and supported jurisdictions adopting digital permitting and inspection tools; produced a digitalization roadmap communities can adapt.	2024-2025
U.S. Department of Energy	Remote Virtual Inspection (RVI) Research & Implementation Support	Developed national RVI guidance and recommended practices, surveyed jurisdictions on adoption and barriers, and supported implementation of remote inspection programs	2022
U.S. Department of Defense	Unified Facilities Criteria Update	Serve as a technical advisor to assist the Department in code updates and code requirements as they apply to federal facilities	2012-Present
Jamaica	Training Needs Assessment	Evaluated code enforcement capacity, staffing levels, and operational gaps, and produced a responsive Strategic Training Plan	2018
Republic of the Marshall Islands	National Building Code Review, Training	Created a new National Building Code based on the 2018 IBC; strengthened administrative, management, and technical provisions to align the code with the nation's priorities; contracted again in 2025 to improve compliance with the building code	2019, 2025
Bangladesh	National Building Code Institutional Capacity Assessment	Evaluated enforcement systems, organizational processes, and code administration capabilities to improve national code enforcement	2021-2024

These projects demonstrate ICC's ability to deliver code updates at multiple scales, including large cities, statewide programs, and municipal applications relevant to communities like Cleveland Heights.

Unique Qualifications

ICC offers several qualifications that distinguish it for this project:

- Direct authorship of model codes:** ICC develops the International Codes referenced in the RFP, including the International Building Code, International Residential Code, and International Property Maintenance Code, providing unmatched insight into code intent, structure, and application. No other respondent can offer the perspective of the organization that writes and maintains the codes the City is evaluating – why each provision reads the way it does, how thousands of jurisdictions have amended it in practice, and what is changing in the next code cycle that should inform what Cleveland Heights adopts now.

- **Integration of technical and operational expertise:** ICC’s work reflects both code development and real-world implementation in permitting, inspections, and enforcement environments.
- **Ohio-specific experience:** Ongoing work with the Ohio Municipal League and jurisdictions across the state ensures familiarity with the Ohio Building Code and local regulatory context. ICC’s recent statewide study for the Ohio Board of Building Standards examined enforcement practices, personnel qualifications, and building department fee structures across Ohio – analysis that will directly inform the peer-community fee comparison in Task 3. ICC’s diverse and expansive chapters and members across Ohio present a strong, pre-existing network of building safety professionals with regional experience, knowledge, and expertise upon which ICC can draw to support the City’s initiative.
- **Already the City’s codification partner:** Cleveland Heights’ Codified Ordinances are hosted and maintained on ICC’s American Legal Publishing platform. The amendment documents required by Subtask 5.3 will be prepared by the organization that already formats and maintains the City’s code.
- **Comprehensive service capability:** ICC supports all phases of code modernization, including analysis, stakeholder engagement, drafting, adoption, and implementation support.
- **Scalable and flexible approach:** Experience working with jurisdictions of varying size and complexity, including communities with aging housing stock and established neighborhoods like Cleveland Heights.

2. Personnel and Project Roles

Team Approach

ICC will deliver this project through a coordinated, multidisciplinary team combining expertise in building code development, municipal permitting operations, inspection and enforcement systems, and code adoption strategy. The team’s structure ensures that technical code analysis, practical implementation considerations, and administrative workflow impacts are addressed in an integrated manner throughout the project.

The project will be led by a designated Project Manager/Technical Leader responsible for coordination, schedule management, quality control, and communication with City staff. Technical leadership will be provided by senior ICC professionals with direct experience in building department operations, code administration, and regulatory development, supported by subject matter experts in code interpretation, municipal implementation, and sustainability policy. What distinguishes this team is where its members have sat: every senior member has run a building department or a statewide code program – in Las Vegas, for the States of Maryland, Oregon, and Utah, and for cities and counties of Cleveland Heights’ scale – managing the permit counters, inspection routes, plan review queues, problem-property dockets, and council adoption hearings.

ICC’s proposed team structure ensures that recommendations are both technically sound and operationally feasible, reflecting real-world permitting, inspection, and enforcement environments as well as current model code standards and best practices. Cleveland Heights will not be advised by observers of building departments; it will work directly with people who have run them.

Project Personnel

Kevin T. McOsker, P.E., CBO

Vice President of Technical Resources | kmcosker@iccsafe.org

McOsker provides technical leadership for ICC on code application, building department operations, and stakeholder engagement, and served as the technical point person for ICC's prior Certification Study for the State of Ohio. Before joining ICC, he served as Building Official and the Director of the Department of Building & Safety for the City of Las Vegas, where he led building safety operations, permitting and inspection programs, and code compliance functions, and advised elected officials and development stakeholders on code adoption and complex permitting and compliance matters. A licensed Professional Engineer and Certified Building Official, McOsker will provide project management, overall technical oversight, and quality assurance for this project.

Key Experience

- Vice President of Technical Resources, International Code Council (2022 – Present)
- Building Official / Director of Building & Safety, City of Las Vegas (2017 – 2022)
- Manager of Building & Safety, City of Las Vegas (2016 – 2017)

Education & Qualifications: B.S., Civil Engineering, University of Nevada–Las Vegas. Nevada Professional Engineer; Certified Building Official. Executive-level experience in building safety administration, code adoption, plan review, inspections, and municipal operations.

Robert W. Rice, CBO

Building Code Specialist — Product Development | rrice@iccsafe.org

Rice has served since 2004 as a Building Official, Plans Examiner, Inspector, Third-Party Reviewer, and Assistant State Building Official in Oregon, and most recently as Building Official for Winchester/Clark County, Kentucky. He previously managed regional third-party plan review and inspection services across Oregon and Washington, supporting jurisdictional clients with varying permitting and inspection needs. Earlier in his career, he spent 10 years as a structural designer and worked in residential and commercial construction. He is co-author of *Analysis of Irregular-Shaped Structures, Wood Diaphragms and Shear Walls* (McGraw-Hill/ICC), has participated in ICC code development and state adoption processes since 2005, and is a past member of ICC's Building Codes Action Committee, IBC Exam Development Committee, and Code Correlation Committee. He will support technical code analysis, interpretation, development of recommended code revisions, and supporting documentation.

Key Experience

- Building Code Specialist — Product Development, International Code Council (2025 – Present)
- Building Official, Winchester/Clark County, Kentucky (2023 – 2025)
- Operations Manager / Chief Building Official, Northwest Code Professionals (2021 – 2023)
- Assistant State Building Official, Oregon Building Codes Division (2020 – 2021)

Education & Qualifications: A.A.S., Automated Manufacturing Technology (CAD/CAM), Rogue Community College. Certified Building Official with extensive expertise in code administration, plan review, inspections, structural design, and code interpretation.

Robert E. Emard, AIA, CBO, CSP, LEED AP

Senior Staff Architect — Product Development | remard@iccsafe.org

Before joining ICC in 2025, Emard served as Director of the Building Codes Administration for the State of Maryland, where he oversaw statewide code adoption and implementation, coordinated code training,

reviewed legislation, and served as a resource to local jurisdictions and building officials. He previously served as Commercial Permitting Manager for the City of Gaithersburg, Maryland, managing commercial permitting and inspections and leading efforts for Gaithersburg to become the first jurisdiction in Maryland to adopt both the 2018 and 2021 International Green Construction Code (IgCC). A licensed architect in Maryland and Virginia, he is a Certified Building Official and Certified Sustainability Professional holding 17 ICC certifications, with over 25 years of experience in architecture and building code development. He will provide architectural plan review perspectives, code adoption perspectives, support development of technical guidance, and advise on Optional Task A.

Key Experience

- Senior Staff Architect — Product Development, International Code Council (2025 – Present)
- Director, Building Codes Administration, State of Maryland (2023 – 2025)
- Commercial Permitting Manager, City of Gaithersburg, Maryland (2017 – 2023)

Education & Qualifications: Bachelor of Architecture, Virginia Polytechnic Institute and State University. Licensed architect (MD, VA); AIA, CBO, CSP, LEED AP. Extensive experience in code administration, permitting, plan review, code adoption, training, and regulatory policy.

George Reid

Technical Director | greid@iccsafe.org

Reid is a building codes expert and public-sector leader with nearly two decades of experience in code administration, plan review, inspections, and municipal management. Before joining ICC, he served as Assistant State Building Official for the State of Utah, overseeing building code administration, multidisciplinary code reviews, and special inspector and testing laboratory programs. As Building Official and Interim City Manager for Vineyard City, Utah, he led code interpretation and enforcement while managing city operations and budget. He will contribute expertise in code administration, enforcement practices, and municipal implementation considerations, ensuring recommendations are grounded in real-world building department operations.

Key Experience

- Technical Director — Product Development, International Code Council (2024 – Present)
- Assistant State Building Official, State of Utah (2022 – 2024)
- Interim City Manager / Chief Building Official, Vineyard City, Utah (2015 – 2022)

Education & Qualifications: B.S., Technology Management, Utah Valley University; A.S., Building Inspection Technology and A.S., Building Construction and Construction Management, Utah Valley State College. ICC-certified plans examiner and inspector across multiple disciplines, with experience in code enforcement, training, special inspections programs, and code amendment development.

Rich Truitt

Senior Technical Trainer | rtruitt@iccsafe.org

Truitt is a Senior Technical Trainer for the International Code Council and one of ICC's most experienced voices in building department operations. Before joining ICC, he served as Director of the Department of Inspections, Licenses and Permits – the Building Official – for Harford County, Maryland, a jurisdiction of more than 250,000 residents. There, he oversaw permitting, inspections, licensing, and code

enforcement. During his tenure he led the County's transformation from paper-based processes to electronic permitting: defining requirements, carrying the County through a competitive procurement, and implementing the ePermit Center platform that now handles residential building permits entirely online. He served on the ICC Board of Directors as a Director-at-Large from 2011 to 2017. On this project, Truitt will help lead the permitting-process review and spearhead the Optional Task A digital tools assessment – giving the City the unusual benefit of an advisor who has personally helped scope, procure, and implemented permitting software from the jurisdiction side. He also has experience post-implementation overseeing improvements and efficiencies.

Key Experience

- Senior Technical Trainer, International Code Council (2026 – Current) Director (Building Official), Department of Inspections, Licenses & Permits, Harford County, Maryland (2022 – 2026)
- Director-at-Large, Board of Directors, International Code Council (2011–2017)

Education & Qualifications: Extensive executive-level experience in municipal building safety administration, including permitting operations, inspections, code enforcement, regulatory compliance, and stakeholder engagement with public-sector and industry partners. Graduate of the Harford Leadership Academy along with maintaining multi-discipline plan review and inspector ICC-certifications. Administered revisions to the Harford County legislative code, beginning with the adoption of the 1996 BOCA Codes, and supported the State of Maryland in the adoption of the 2018, 2021, and 2024 I-Codes. Recipient of Governor appointments to the Maryland Rehabilitation Code Council and Maryland Green Building Council.

3. Project Understanding and Approach

Cleveland Heights is an inner-ring suburb of 45,312 residents – the ninth-densest city in Ohio – whose housing stock has a median construction year of 1925, with nearly half of all homes built in the 1920s. The City handles roughly 3,300 building permits, 2,300 rental licenses, 1,300 contractor registrations, 1,000 point-of-sale applications, and 15,400 inspections each year through its own in-house Building and Housing Divisions. Its Building and Housing Codes, first adopted in 1973 and amended piecemeal since, must now serve two constituencies that often pull in opposite directions: residents who want stronger property maintenance outcomes, and the owners, landlords, and contractors seek faster and more consistent approvals. The goal of the RFP is to make the City's codes work better for both constituencies at once – stronger and fairer enforcement, faster and clearer approvals – while preserving the character of the City's historic neighborhoods.

From the RFP and the City's responses to bidder questions, ICC understands what this update must accomplish. Local provisions must stay within the boundaries that state law allows, given the scope of the Ohio Building Code and Residential Code of Ohio and the limits on discretion provided to municipalities outside of those structures. Adoption of the International Property Maintenance Code must be evaluated from a clean slate – the City has confirmed no prior analysis exists. The two Racial Justice Task Force recommendations the City has confirmed are in scope – a civil enforcement option and mandatory landlord disclosure of code violations – must be considered for the City's amendments. The interior point-of-sale inspection program needs a hard, data-informed look at its effectiveness and sustainability. Problem properties, and the full code implementation lifecycle needs to be reviewed. Provisions and fees should be benchmarked against the City's eastern-suburb neighbors for regional consistency. And the final

product must be illustrated, intuitive, and genuinely usable by residents – not just legally sufficient. All of this must be sequenced with two parallel efforts, the 2026 Zoning Code Update (ZoneCo team; amendments anticipated February 2027) and the Housing Needs Assessment (Stantec team; reporting September 2026), so that definitions, processes, and approval pathways mesh. The City brings real assets to the work – a six-member internal project team, Citizenserve geographic data on violation notices, court filings, and point-of-sale records, and the Western Reserve Land Conservancy property inventory. ICC’s approach is built to leverage them.

Project Initiation and Alignment

ICC will start from the City’s own record rather than a blank page: the Citizenserve geographic reports the City has offered, the Western Reserve Land Conservancy property inventory, the Racial Justice Task Force recommendations, and the implementation status of the Novak Report. ICC will complete an initial familiarization review of the Building and Housing Codes before the kickoff meeting, so that kickoff time is spent as efficiently as possible—confirming priorities, decision points, schedule, and the engagement plan with City staff.

Code Review and Gap Analysis

The audit will follow the actual architecture of Part Thirteen: the Title Three local provisions (including Fences, Chapter 1321, and Point of Sale Inspection, Chapter 1329, singled out in the RFP), the Title Five Housing Code, and the Title Seven Business Maintenance Code. Each will be tested against the Ohio Building Code and Residential Code of Ohio for conflict and duplication, against the City’s other codes – particularly the Zoning Code as it is rewritten in parallel – for consistency, and against the IPMC and IBC for provisions worth adopting. Every candidate amendment will be screened for adoptability because Ohio law limits how far municipalities may regulate matters the state codes occupy. ICC will assess how the code is implemented through inspections and permitting to identify areas for streamlining. The City’s permit application forms will be reviewed for consistency with the updated code and for plain-language usability by the residents and contractors who must complete them.

Code Development and Draft Updates

ICC will develop draft code updates and organizational improvements based on findings from the code and implementation assessments. Recommendations will be designed to support efficient administration, improve enforceability, and enhance public understanding of requirements. Drafting will be iterative and specific to Cleveland Heights: amendments organized to drop cleanly into the existing chapter structure of Part Thirteen, cross-referenced against the emerging zoning code, and written to be enforceable as drafted – each provision tested against the questions a Housing Court magistrate, an inspector in the field, and a homeowner reading it for the first time would each ask of it. Draft amendments will be assessed through an equity and inclusion lens – including the two Racial Justice Task Force recommendations the City has confirmed are in scope (a civil enforcement option and mandatory landlord disclosure of code violations) – and will identify opportunities to encourage sustainable practices while preserving the community’s historic character. Public outreach is woven directly into drafting: input from Technical Advisory Groups, an online community survey, and community open house (Task 4) is collected before and between drafts, so each successive version responds to community input, with the public comment period operating as a final check. Consistent with the City’s stated intent, drafts will use plain language, tables, and graphics so that the final product is innovative, intuitive, highly illustrative, and user-friendly.

Digital Permitting and Enforcement Review (Optional Task A)

ICC will assess opportunities to improve the City’s digital service delivery within its existing CitizenServe platform. This includes review of online permitting, inspection scheduling, complaint intake, violation tracking, compliance workflows, and public-facing status information. ICC will identify practical improvements to forms, workflows, user experience, and system configuration to enhance usability, efficiency, and transparency without assuming system replacement. Consistent with the City’s responses to bidder questions, the working premise is that CitizenServe stays. The assessment will therefore focus on configuration, workflow, and user-experience gains for the roughly 37 staff users across the five departments with system access – and for the residents, owners, and contractors on the public-facing side – informed by ICC’s DOE-funded research on building department digitization and remote virtual inspection practices and Project Team staff’s direct experience integrating, implementing, and improving permitting software.

Overall Approach

ICC’s approach ensures that code modernization and administrative process improvements are developed in tandem and grounded in real-world municipal operations. The final deliverables will provide the City with a clear, adoptable code framework and actionable recommendations to improve permitting, enforcement, and public-facing service delivery. The final amendments will be prepared by the organization that already formats and maintains the City’s code.

4. Proposed Scope of Services and Deliverables

General Conditions and Assumptions

The project is to modernize and update the city’s Building & Housing Codes.

With respect to the Building Code, ICC understands that the Building Code refers to the Residential Building Code of Ohio for One, Two, and Three-Family Dwellings (Chapter 1301) – currently the 2019 Residential Code of Ohio; the Ohio Building Code (Chapter 1303) – currently the 2024 Ohio Building Code; Local Provisions (Title Three, Chapter 1311 through 1337); and Business Maintenance Code (Title Seven, Chapters 1361 through 1373). With respect to the Housing Code, the applicable regulations are local provisions (Title Five, Chapters 1341 through 1353, plus the Appendix, Housing Schedules). These provisions capture the scope of work related to this RFP.

Task 1: Project Initiation & Project Management

ICC will meet with City staff to discuss the scope of the project, assess the available documents/data to review, confirm project schedule, and discuss options for stakeholders and community engagement.

ICC proposes a virtual meeting with relevant city staff to discuss the project parameters within the scope of this RFP and the required discussion elements with Task 1 of the RFP. ICC will prepare a meeting agenda and include reference material as noted. The meeting is intended to ensure clarity and consistency with the Code Council’s proposal and the City’s expectations. In advance of the kick-off meeting, ICC will complete an initial familiarization review of the Building and Housing Codes (initiating Subtask 2.1) so that the meeting can focus on substantive scoping and scheduling decisions. ICC will host the meeting on a virtual platform and record the meeting to develop meeting notes. This meeting is assumed to be no

longer than 2 hours in length and, at the discretion of the city, additional meetings can be organized. ICC will provide detailed meeting summaries for review and concurrence with City officials.

Deliverables:

- Notes from kick-off meetings, including points of contact, scope of work, and schedule.
- Relevant materials for ongoing coordination.

Task 2: Background Review, Data Collection and Analysis

Subtask 2.1 Review Existing Materials

The Code Council will review and become familiar with the City’s existing building and housing codes relevant to this RFP:

- The Residential Building Code of Ohio for One, Two, and Three-Family Dwellings (Chapter 1301) – currently the 2019 Residential Code of Ohio;
- The Ohio Building Code (Chapter 1303) – currently the 2024 Ohio Building Code;
- Local Provisions (Title Three, Chapter 1311 through 1337);
- The Business Maintenance Code (Title Seven, Chapters 1361 through 1373); and
- The Housing Code (Title Five, Chapters 1341 through 1353, plus the Appendix, Housing Schedules).

Subtask 2.2 Audit of Current Building and Housing Codes

This Subtask requires ICC to audit the Building and Housing Code for inconsistencies, outdated provisions, and needed clarifications.

ICC will evaluate the point-of-sale inspections and audit provisions for needed improvement. For this subtask, ICC will evaluate the interior point-of-sale violations and overall code-required processes with the intent to improve the code language; ICC will further begin its evaluation of the potential for the adoption of the International Property Maintenance Code (this evaluation will continue into Task 3).

Subtask 2.3. Review Inspection and Permitting Process and Procedures

This Subtask is intended to review the existing codes with respect to the permitting and inspection processes for the following:

- Common issues and priorities;
- Streamlining the approval and permitting process;
- Updating forms and fees;
- Life-cycle enforcement with respect to the Housing Code and the Housing Court;
- Evaluating how fences are approved, inspected, and enforced;
- Investigating how “problem properties” are treated; and
- Evaluating the two Racial Justice Task Force recommendations the City has confirmed are in scope for this update: a civil (non-criminal) enforcement option for code violations and mandatory landlord disclosure of code violations.

ICC will review the relevant code applications noted in the RFP for potential challenges presented in the code language noted in this subtask (bulleted list, above). This would include items that may cause delays in permitting or approvals with the intent to find opportunities to streamline processing and enforcement within the Building and Housing Codes. The subtask will also consider how codes are being enforced with respect to difficult properties and how fences are processed for compliance within the context of code applications. ICC will also request the geographic reports the City has indicated it can produce through Citizenserve – covering violation notices, housing court filings, and point-of-sale records – so that findings and recommendations are grounded in the City’s actual enforcement data and support the equity and inclusion review called for in the RFP.

The Code Council will review and examine the following City forms utilized in the permit process for improvement: Business Occupancy Permits; Commercial Building Permit Applications; Electrical Permit Applications; Fire Protection Permit Applications; Residential Building Permit Applications; and Residential Siding Permit Applications.

Investigation and recommendations regarding these forms will follow the objectives of this Task and the objectives of the RFP. The goal of these efforts is to improve the permitting forms to be consistent with the applicable code requirements, and easier for property owners, contractors and the public users to under and complete the forms

Forms related to contractor licensure and city registration or forms related to work outside the scope of the Building and Housing Code are being considered outside the scope of this RFP.

Although this subtask proposes updating fees, ICC suggests this work follow the proposed fee study in Task 3 (below).

Deliverables:

- Code review memorandum of the Building and Housing Code audit as a function of Subtask 2.2.
- Code review memorandum of the inspection and permitting process, including suggested revision to the noted forms related to the Building and Housing Codes as a function of Subtask 2.3.

Task 3: Best Practices/Model Codes

ICC will examine the best practices for code adoption, building code ordinances, and fee structures of nearby communities that border the City including the Cities of Cleveland, Shaker Heights, South Euclid, and East Cleveland.

If code adoption, amendments and permit information is not readily available for any of these jurisdictions, alternative cities will be considered with an emphasis on proximity and similarity to Cleveland Heights.

As part of this evaluation, ICC will also consider and offer guidance regarding best practices and other solutions that are being utilized by ICC’s code official members in both Ohio and throughout the United States. ICC is uniquely positioned to do this: as the developer of the national model codes, ICC maintains

current knowledge of how authorities having jurisdiction across the country adopt, amend, and administer those codes; what the architecture, engineering, and construction communities expect of a modern regulatory framework; and how peer communities have addressed point-of-sale, problem-property, fee, and enforcement questions. The fee structure examination will also compare 3 typical building types and use all local building permit fee models for relative and easy comparison. The recommendations for updated fees will be addressed in this Task. This analysis will build directly on ICC's recent statewide study for the Ohio Board of Building Standards, which examined code enforcement practices, building department fee structures, and personnel qualifications across Ohio, as well as ICC's national landscape analyses of code adoption.

This Task will also include the consideration of adopting the International Property Maintenance Code (IPMC) and consideration of adopting additional provisions from the International Building Code not contained in the 2024 Ohio Building Code (which contains significantly amended provisions and appendices).

ICC will examine the adoption of the IPMC, and other IBC requirements not contained in the Ohio Building Code in the above noted neighboring communities that border the City of Cleveland Heights. ICC assumes these neighboring communities provide an appropriate sample of the local building safety industry in the eastern Cleveland suburbs. Should the City suggest alternative jurisdictions for review, the analysis would be adjusted accordingly.

This task also includes coordinating and collaborating with the consultants retained for the 2026 Zoning Code Update and Housing Needs Assessment initiatives. ICC has a preexisting, long-time partnership with ZoneCo and has worked closely with Stantec, as FEMA's building code contractor, for years. In this portion of this Task, we anticipate meeting with the consultants simultaneously to discuss and compare code applications for consistency between these codes. ICC will make every effort to make adjustments to Building and Housing Codes as needed for the necessary collaboration. A follow-up meeting with ZoneCo and Stantec will be scheduled to ensure that the ICC suggested modifications for collaboration are appropriate and correct for the intended purpose.

ICC will coordinate with City staff on the preliminary recommendations for the code updates, which will become the basis of the stakeholder engagement phase (Task 4). We would propose a series of virtual meetings with the zoning and housing consultants to address scoping, coordination, and implementation considerations.

Deliverables:

- Memorandum summarizing best practices regarding code adoption, including the use of the IPMC, building code ordinances, and fee structures.

Task 4: Stakeholder and Public Engagement

Subtask 4.1: Meeting with City Council

ICC will participate in a meeting with City Council, its Committee of the Whole, or the Building and Housing Committee of the Council to establish expectations for stakeholder engagement. For the purpose of this proposal, this one meeting will be assumed to be virtual. ICC can adjust its proposal if the City would prefer this and other meetings to be in person.

Subtask 4.2: Stakeholder and Community Engagement

ICC will support stakeholder and community engagement and recognizes the importance of this duty in the overall code adoption process. ICC would propose four stakeholder/community engagement activities as a function of this Subtask: Technical Advisory Groups, an On-line Community Survey, a Community Open House Presentation, and a City Council Presentation.

ICC recommends establishing Technical Advisory Groups (TAGs) of technical experts and stakeholders. Although ICC can provide input, TAG member identification should be determined by the City. The TAGs should have 3 main focus areas:

- The Building Code - including fee considerations;
- The Residential Code - including fee considerations; and
- The Maintenance Code(s) (IPMC/Business Maintenance/Housing Codes Point-Of-Sale applications) – including fee consideration.

An initial virtual meeting for each TAG group will consist of a presentation regarding the scope, process, considerations and preliminary recommendations and local amendments for the three code topics, with questions and answer period provided. ICC will be the primary technical presenter with a City representative in support. Each meeting is anticipated to be 2 hours in length.

A second TAG 2-hour virtual meeting for each grouping will be for the purpose of accepting constructive suggestions and possible changes requested by the TAG members. The suggestions will be considered and potentially updated, with City staff consultation for the draft discussed in Task 5.

To extend participation beyond the stakeholders who typically engage, ICC will also design and administer an on-line community survey, made available through the City's website and social media channels, to gather the experiences of residents, tenants, landlords, business owners, and contractors with permitting, inspections, and code enforcement. Survey findings will be summarized, incorporated into the draft amendments, and reported to the City.

ICC will also host one in-person community open house, scheduled to coincide with the City Council presentation trip (addressed below) so that no additional travel expense is incurred. The open house will be organized by City staff. This would allow residents to engage directly with ICC's technical staff in an informal setting. To support the City's outreach, ICC will prepare public-facing engagement materials, including a project one-pager and social-media-ready graphics that City staff can deploy through existing channels. Consistent with the City's responses to bidder questions, City staff and Council are expected to lead the scheduling and promotion of engagement activities; ICC will supply the content, facilitation, and technical expertise. Travel expenses are included in the proposal and include a capped rate of 8 hours per day of travel, including airfare, hotel, and per diem.

The final stakeholder engagement in this Task would be to attend and present in person to the City Council. The City Council meeting would publicly introduce the Department's intent to update the Building and Housing Codes for the City and, if applicable, to discuss the permit fee implications. With direction from City staff, ICC would be prepared to provide background information on the codes, the process for their development, and important considerations for the City.

Deliverables:

- Engagement materials including preliminary recommendations with justifications.
- Code Adoption survey.
- PowerPoint presentations to the TAGs, general public, City Council.

Task 5: Preparation and Adoption of Building & Housing Code Amendments

Subtask 5.1: Preparation of Administrative Draft Building and Housing Code Amendments.

Based on the previous Tasks, ICC will prepare an Administrative Draft of the Building and Housing Codes Amendments and submit the draft to City staff for review and comment. After the City's review, ICC will attend a virtual meeting with staff and the Mayor to discuss the Administrative Draft.

Subtask 5.2: Preparation of Public Review Draft Building and Housing Code Amendments

In this Subtask, ICC will prepare a Public Review draft of the Building and Housing Code Amendments based on the information and suggestions addressed in the previous Subtask. ICC will present, in-person, the draft changes at Council, Committee of the Whole, or Building and Housing Committee of the Council meeting, at the City's discretion. Travel expenses are included in the proposal and include a capped rate of 8 hours per day of travel, including airfare, hotel, and per diem.

After the meeting noted above, the Public Review draft will be posted to the City's website for a limited public comment period; ICC recommends a thirty (30)-day public comment period. City staff will submit submitted comments to ICC.

Subtask 5.3: Final Building and Housing Code Amendments

Based on subtask 5.2, ICC will prepare the Final Building and Housing Code Amendments. This document will be a publish-ready document for the city.

Subtask 5.4: Adoption

Although the city will take the lead on the adoption of the Building and Housing Codes, ICC will provide technical assistance for the City team in the final stages. ICC's anticipated support activities will include:

- Preparation of staff reports and other materials necessary for the presentation of the ordinances to the Council and the public.
- One in-person meeting before the Committee of the Whole or Building and Housing Committee.
- One in-person meeting before the City Council.
- Incorporation of any changes to the ordinances that might arise during the review process.

Deliverables:

- Administrative Draft Building and Housing Code Amendments.
- Public Review Draft Building and Housing Code Amendments.
- Final Building and Housing Code Amendments in digital, publish-ready format, including all graphic files.
- One storage device containing all images, drawings, plans, and documentation developed in the preparation of the Building and Housing Codes Update, as required by the RFP.

5. Optional Task A: Permitting and Enforcement Digital Tools

ICC understands that the City currently utilizes CitizenServe as its online permitting and code enforcement platform and is interested in identifying opportunities to improve digital customer service delivery for residents, property owners, and contractors. This assessment is not premised on the replacement of the existing platform. Instead, ICC will evaluate current permitting, inspection, complaint, violation, and compliance workflows to identify practical improvements to online processes, forms, instructions, application pathways, status tracking, stakeholder communications, and overall customer experience.

ICC will review the City's current digital permitting and enforcement workflows, including:

- Permit application and submission processes.
- Inspection scheduling and communication practices.
- Complaint intake and tracking procedures.
- Violation notification and compliance workflows.
- Public access to permit, inspection, property, and violation status information.
- Existing forms, instructions, guidance documents, and online user interfaces.

ICC will evaluate how residents, property owners, landlords, tenants, contractors, and City staff interact with the City's current systems and identify opportunities to improve usability, transparency, consistency, and operational efficiency. The review will assess the extent to which existing tools and workflows support effective service delivery and customer experience objectives.

To ground the assessment, ICC will administer a structured survey of the approximately 37 City staff users across the five departments with CitizenServe access – capturing pain points and strengths in current workflows – supplemented by up to two one-hour virtual staff input sessions if survey responses warrant deeper discussion. ICC will also identify opportunities to automate recurring external data exchanges.

Based on its assessment, ICC will develop recommendations for improving digital service delivery. Recommendations may include workflow modifications, process improvements, enhanced user guidance, improved communication practices, opportunities to better utilize existing system capabilities, and consideration of complementary digital tools or integrations where appropriate. This task will be led by Rich Truitt who, as Harford County, Maryland's Building Official, helped guide his jurisdiction from no electronic permitting capability, through requirements definition and a competitive procurement, to successful implementation of an enterprise permitting platform. Truitt also has experience post-implementation overseeing improvements and efficiencies. His participation provides the City with guidance from someone who has sat on the jurisdiction's side of exactly these considerations.

Scope Assumptions:

- City staff retain working knowledge of the original CitizenServe implementation and its current configuration, or vendor support is available to ICC through the City's existing license.
- The City is operating on a current release of the CitizenServe platform.
- The City can provide its existing documented workflows for permitting, licensing, and enforcement business processes in readily consumable form,
- The City's inventory of permit, license, and enforcement record types is consistent with the volumes reported in the City's Q&A responses.
- All meetings will be undertaken virtually.
- ICC staff would be provided with administrator rights to evaluate the software.
- The enforcement-workflow assessment is based on the enforcement provisions of Chapter 1 of the applicable I-Codes as adopted; analysis of workflow variations driven by state or local law is available as a fixed-price adjustment.

If any assumption proves materially inaccurate, ICC will identify the impact and propose a fixed-price adjustment for the City's approval before proceeding.

Deliverables:

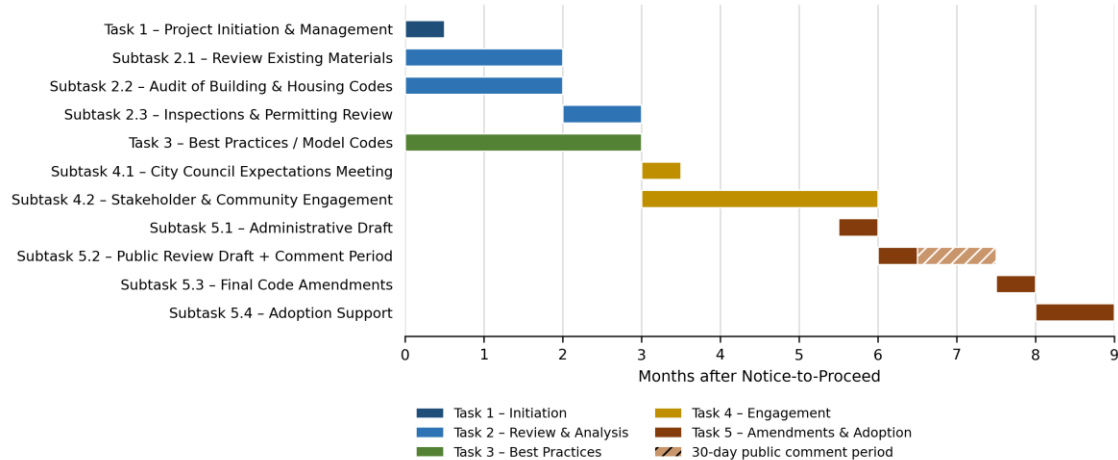
- Digital Permitting and Enforcement Workflow Assessment Memorandum.
- Summary of identified challenges, opportunities, and best practices.
- Recommendations for improving permitting, inspection, complaint, violation, and compliance workflows.
- Prioritized implementation roadmap identifying short-, medium-, and long-term improvement opportunities.

Schedule: Concurrent with Tasks 2 through 4; completed prior to submission of the Draft Code Update Report.

6. Proposed Timeline - Alignment with the 9-Month Timeline

While individual task descriptions may reference durations in sequence, ICC will implement the project using an overlapping phase structure, summarized below:

Proposed Project Schedule - Cleveland Heights Building & Housing Codes Update (9 Months)



7. Cost Proposal

ICC proposes completing the scope of services on a fixed cost basis over a nine-month period, consistent with the City’s anticipated project schedule.

The cost estimates below are based on the detailed level of effort described in each task. To meet the 9-month timeline, ICC will execute tasks using an overlapping and phased approach, with background review, analysis, stakeholder engagement, and drafting occurring concurrently where appropriate. This ensures timely delivery without reducing scope or quality.

Summary of Fees by Task

Task	Description	Fixed Fee
1	Project Initiation and Project Management	\$2,100
2.1	Review Existing Materials	\$5,400
2.2	Audit of Current Building & Housing Codes	\$2,400
2.3	Review of Inspection and Permitting Processes and Procedures	\$9,000
3	Best Practices / Model Codes	\$17,100
4.1	Meeting with City Council	\$900
4.2	Stakeholder and Community Engagement	\$29,400
5.1	Administrative Draft Building and Housing Code Amendments	\$1,500

5.2	Public Review Draft Building and Housing Code Amendments	\$8,400
5.3	Final Building and Housing Code Amendments	\$3,000
5.4	Adoption Support	\$16,200
	Professional Fees Subtotal	\$95,400

Optional Task A: Digital Permitting & Enforcement Review Fixed Price: **\$54,000**

Expenses

Expenses are itemized below in accordance with RFP requirements:

Expense Type	Description	Estimated Cost
Travel	Travel – Council presentation, community open house, and adoption meetings (three trips)	\$6,500
Publication Costs	Final code formatting and production	\$9,300
Meetings and Materials	Presentation materials and documentation	Included
Total Estimated Expenses		\$15,800

All expenses are incorporated into the total project cost and will not be billed separately unless additional scope is authorized by the City.

Total Cost Summary

- Total Core Services Inclusive of Expenses: \$111,200
- Optional Task A: \$54,000
- Total (if all services selected): \$165,200

8. References

Reference 1

Agency: New York City Department of Buildings

Contact Name: Joseph Ackroyd

Title: PE Assistant Commissioner for Technical Affairs & Code Development

Phone/Email: (212) 393-2031 | jackroyd@buildings.nyc.gov

Address: 280 Broadway New York, NY 10007

Project Name: Existing Building Code Development

Dates of Service: 2016-Present

Description of Services: The New York City Department of Buildings hired ICC to assist the department in developing a proactive, jurisdictional-specific Existing Building Code to address the unique needs of the city. The goal was to remove barriers to rehabilitation of existing buildings while maintaining acceptable level of safety for occupant and fire responders, simplifying and consolidating code requirements, promoting repair, maintenance, and reuse of existing buildings, streamlining requirements and triggers for full code upgrades, and updating requirements to latest standards. This multi-phased project includes, stakeholder convenings, research, code drafting, analysis, mediation and further code drafting, elected official consultation, and implementation, outreach, and training.

Reference 2

Agency: Ohio Board of Building Standards

Contact Name: Regina Hanshaw

Title: Executive Secretary

Phone/Email: (614) 644-2613 | regina.hanshaw@com.ohio.gov

Address: 6606 Tussing Rd, Reynoldsburg, OH 43068

Project Name: Certification Study

Dates of Service: 2022-2023

Description of Services: The Ohio Board of Building Standards was seeking an independent expert perspective to identify trends and best practices in code enforcement, qualifications for building department personnel, fees building departments charge for services, and compensation of code enforcement personnel. ICC was selected to provide the State of Ohio with the required report through a Request for Proposals. The project was provided on time and within budget expectations.

9. Required Compliance Statements

MBE/WBE/VBE/DBE/EDGE, Prevailing Wage, and Local Hiring Statement

ICC recognizes the City of Cleveland Heights' strong encouragement of participation by Minority, Women-Owned, Veteran-Friendly, Disadvantaged Business Enterprises, and EDGE-certified businesses. ICC will use commercially reasonable efforts, where applicable and practicable, to identify opportunities for participation by qualified firms and local professionals in support of this project. ICC will also comply with applicable prevailing wage and local hiring requirements to the extent such requirements apply to the contracted scope of services.

Non-Discrimination Statement

ICC will comply with all applicable federal, state, and local laws regarding fair employment practices and non-discrimination. ICC will not discriminate based on age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity or expression, or any other protected classification under applicable law in connection with the Project.



June 23, 2026

City of Cleveland Heights
Department of Planning, Neighborhoods & Development
Attn: Eric Zamft, AICP
40 Severance Circle
Cleveland Heights, OH 44118

Re: Revised Cost Proposal – City of Cleveland Heights 2026 Building & Housing Codes Update RFP

Dear Mr. Zamft,

Thank you for your continued consideration of the International Code Council’s proposal, submitted June 15, 2026, to assist the City in modernizing and updating its Building and Housing Codes. Following our recent discussions, ICC is pleased to revise its cost proposal for the core services work.

ICC will reduce its total fixed cost for the core services (exclusive of Optional Task A) by \$6,100, to a revised total of \$105,100. To achieve this reduction while preserving the quality and intent of the engagement, ICC proposes a focused amendment to the scope of Task 3: Best Practices/Model Codes.

As originally proposed, Task 3 included an examination of best practices for code adoption, building code ordinances, and fee structures for the neighboring communities that border the City. Under the revised scope, ICC will conduct that examination for not less than three neighboring jurisdictions, with additional jurisdictions to be reviewed if necessary to capture the representative best practices.

Relatedly, the proposal provided that ICC would consider and offer guidance regarding best practices and other solutions utilized by ICC’s code official members in both Ohio and throughout the United States. Under the revised scope, this guidance will draw on ICC’s established national knowledge, relying on targeted outreach to Ohio members on an as needed basis. Together, these refinements allow ICC to deliver a sound, representative comparison of peer-community and national practices while achieving the requested cost reduction.

All other tasks, deliverables, and the overall quality and scope of the engagement remain as described in our June 15, 2026 proposal. Optional Task A remains available at the price previously quoted. We look forward to the possibility of partnering on this important effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin T. McOsker", with a stylized, cursive script.

Kevin T. McOsker, P.E.(NV) CBO
Vice President, Technical Services
International Code Council
200 Massachusetts Ave NW Suite 250
Washington, DC 20001
kmcosker@iccsafe.org | 702-960-2240



Memorandum

Date: 6/15/20

To: City Council

From: Planning & Development

Subject: Lead Safe Cuyahoga Grant

Purpose Statement:

This legislation will allow the administration to accept and expend grant funds from the 2026-2030 Lead Safe Cuyahoga sub-award.

Is this legislation recurring: Yes: No:

Is emergency language necessary: Yes: No:

If yes, why?

To allow the program to begin immediately

Is passage on first reading necessary: Yes: No:

If yes, why?

To allow the program to begin immediately

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

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

A budget amendment will be needed.

Proposed: 07/06/2026

RESOLUTION NO. 137-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to accept and expend grant funds under the Cuyahoga County Board of Health for the 2026-2030 Lead Safe Cuyahoga Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Cuyahoga County Board of Health (“CCBH”) has received funding from the U.S. Department of Housing and Urban Development (“HUD”) to administer a Lead Hazard Reduction Program to reduce exposure to lead-based paint hazards in residential housing; and

WHEREAS, the total anticipated amount of the award is One Million One Hundred Sixty Thousand and 100/100 Dollars (\$1,160,000.00) over 4 years; and

WHEREAS, the program will provide lead hazard control and healthy homes services to at least eighty (80) residential units occupied by low-to moderate-income households, prioritizing units with young children; and

WHEREAS, the City will administer the program in coordination with CCBH and in compliance with all applicable federal, state, and local laws and regulations, including the HUD requirements governing lead-based paint hazard control; and

WHEREAS, acceptance of this grant requires the City to comply with programmatic, financial, reporting, and matching requirements, including a local match estimated at Two Hundred Seventy-Six Thousand and 00/100 Dollars (\$276,000.00); and

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

SECTION 1. The Mayor is hereby authorized to accept a grant from the Cuyahoga County Board of Health under the HUD-funded Lead Safe Cuyahoga Program for the period 2026-2030 in the anticipated amount of One Million One Hundred Sixty Thousand and 00/100 Dollars (\$1,160,000.00), and to enter into any and all agreements, which shall be approved as to form by the Director of Law, and to execute all documents necessary to accept, administer, and implement the grant program.

SECTION 2. The Director of Finance is hereby authorized to appropriate and expend the grant funds upon receipt and to establish necessary accounts. A budget amendment shall be made as needed to accommodate the receipt and expenditure of these funds. A budget amendment shall be made as needed to fulfill the local match

RESOLUTION NO. 137-2026(PSH)

requirement of an amount not to exceed Two Hundred Seventy-Six Thousand and 00/100 Dollars (\$276,000.00)

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

SECTION 4. 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 allow the program to begin immediately. 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

RESOLUTION NO. 137-2026(PSH)

**AGREEMENT BETWEEN
THE CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH
AND
CITY OF CLEVELAND HEIGHTS**

GENERAL AGREEMENT

PART I

THIS AGREEMENT is made and entered into this June 1, 2026, by and between the CUYAHOGA COUNTY BOARD OF HEALTH, hereinafter referred to as the “CCBH”, and the ENVIRONMENTAL HEALTH WATCH, with its principal office located at 40 Severance Circle, Cleveland Heights, Ohio hereinafter referred to as the “Sub-Grantee”.

Whereas, the Board has been granted authority to administer the award of a federal grant through the Department of Housing and Urban Development (HUD) for the purpose of reducing exposure to lead in existing housing in the Board's jurisdiction by operating a lead abatement program, and

Whereas, the Board accepted the Sub-Grantee's proposal and agreed to award funding to the Sub-Grantee for specific services outlined herein under Exhibit A, and

Whereas, both parties desire to enter this agreement.

WITNESSETH

NOW, THEREFORE, for the consideration of mutual promises hereinafter set forth, the CCBH and the Sub-Grantee agree as follows:

ITEM I - SCOPE OF SERVICES

a. Scope of Services. Subject to the terms and conditions contained in this Agreement, its exhibits, schedules, Parts and attachments, Sub-Grantee will provide to CCBH and, as applicable, to all persons receiving the direct services provided for herein, including any Deliverables, as are more particularly set forth and described in the Scope of Work (SOW) attached as Exhibit A. If any provision of the SOW is inconsistent with any provision of this Agreement, this Agreement will govern. If any services, functions, or responsibilities not specifically described in Exhibit A are required for the proper performance and provision of the Services, they will be deemed to be included as part of such Services and within the scope of this Agreement to the same extent as if specifically described in this Agreement.

Unless otherwise agreed by the Parties in writing, all transactions for Services through Sub-Grantee will be provided in accordance with the provisions of this Agreement, including any revisions of the same as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

b. Standard of Performance of Services. Sub-Grantee will devote such time and will use its best efforts as necessary to perform the Services (including any Deliverables) in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner; (ii) utilizes the care, skill, and diligence normally applied by Sub-Grantees in the performance of services similar to the Services; (iii) and the other requirements of this Agreement and all applicable Laws; and (iv) in the best interests of Board and Covered Persons. Sub-Grantee will be responsible for ensuring that all Sub-Grantee Parties assigned by Sub-Grantee to provide the Services possess the experience, knowledge, qualifications, and skills to perform all tasks relating to the performance of the Services. Upon the request of Board at any time, Sub-Grantee will promptly remove and replace any individuals assigned to provide the Services.

Amendment to the Scope of Services shall be subject to the provisions of Part II, Section 14, Paragraph A, hereof.

ITEM II - TIME OF PERFORMANCE

- A. The services of the Sub-Grantee are to commence **March 2, 2026** and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by **March 4, 2030**.
- B. Amendment to the time of performance shall be subject to the provisions of Part II, Section 14, Paragraph C, hereof.

ITEM III - COMPENSATION AND METHOD OF PAYMENT

- A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of One Million, One Hundred Sixty Thousand dollars and no cents (\$1,160,000.00) for all of the services required. It is further expressly understood and agreed that in no event will the Agreement exceed any budget line item of the latest approved budget by greater than ten percent (10%) prior to receiving, in writing, a budget revision from the CCBH authorizing the excess. In no case shall any approved budget line item excess cause the total agreed compensation and reimbursement to be exceeded. Refer to Exhibit B attached. The Sub-Grantee will contribute \$276,000.00 in match.
- B. The total compensation referred to in paragraph (A) above shall be paid on a month-to-month basis reimbursing the Sub-Grantee for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Budget.
- C. If Sub-grantee materially fails to fulfill its obligations under this Agreement, or if HUD or Grantee determines that a project or specific expenses made under a project or multiple projects are ineligible expenses through an audit of the program, Grantee may terminate this agreement or elect to modify that amounts due or reimbursable under this Agreement and may, in its sole discretion, require the repayment of any amount or amounts due that would not have been payable under proper review and application of the rules and regulations for the grant.

ITEM IV - EQUAL EMPLOYMENT OPPORTUNITY

The Sub-Grantee agrees to comply with:

- A. Title VI of the Civil Rights Act of 1964, (P.L. 88-352) and the HUD regulations under 24 CFR. Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Sub-Grantee, this assurance shall obligate the Sub-Grantee, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the States shall, on the grounds of race, color, national origin, or sex, be excluded from participating in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds.
- D. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to any otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- E. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal government or provided with Federal financial assistance.
- F. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government and Sub-Grantees and under Federally assisted construction contracts.
- G. The National Affordable Housing Act of 1990 (P.L. 101-625) adds religion as a basis on which Sub-Grantees may not discriminate in the programs and activities funded under HUD.

ITEM V – INSURANCE

The Sub-Grantee shall obtain insurance in accordance with the requirements of this Agreement, as set forth below;

- (a). General Liability. The Sub-Grantee shall carry comprehensive general liability insurance, occurrence version, in an amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.
- (b). Professional Liability. The Sub-Grantee shall carry professional liability insurance, occurrence version, providing single limit coverage in an amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$3,000,000.
- (c). Workers' Compensation. The Sub-Grantee shall provide evidence of proper and current worker's compensation coverage at the time of execution of the contract and at any other time upon further request of the Board.
- (d). Additional Insured. The Board shall be named as an additional insured for all coverage required under (a) and (b) hereinabove.
- (e). Employee Dishonesty. It is recommended that the Sub-Grantee provide coverage against employee dishonesty, in an amount approved by the Board. In the event that the Sub-Grantee elects not to provide coverage for employee dishonesty, the Sub-Grantee shall assume all risk for losses arising from employee dishonesty and the Board shall not make any payments to cover losses incurred as a result of employee dishonesty.
- (f). Evidence of Coverage. At the time of execution of this contract, the Sub-Grantee shall provide the Board with a certificate of insurance evidencing each type of coverage required or provided under this section, and shall provide the Board notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Sub-Grantee receives such notice.

ITEM VI - PERSONNEL ASSIGNED

Communication and details concerning this Agreement shall be directed to the following representatives:

Cleveland Heights

Board of Health

Allan Butler
Name

Matt Johnson
Name

Housing Program Director
Title

Director Environmental Public Health
Title

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, Ohio 44118

Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130

(216) 291-4962
Telephone

(216) 201-2001
Telephone

(216) 291-4881
Fax

(216) 676-1325
Fax

ITEM VII - ATTACHMENTS

The following Attachments, specified in this Agreement, are made a part hereof and are incorporated herein as if fully rewritten herein as terms and conditions of this Agreement:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Details
3. Part II – Terms and Conditions
4. Part III – Accounting and Financial Management

ITEM VIII - APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

ITEM IX – SEVERABILITY

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.

ITEM X – WAIVER

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

ITEM XI - FORCE MAJEURE

Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

ITEM XII – COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

ITEM XIII - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
General Counsel

Roderick Harris
Health Commissioner

John Mills

Date: _____

Date: _____

FOR CLEVELAND HEIGHTS:

The Legal form and correctness of this agreement hereby approved.

Kim Foreman
Executive Director

Law Director

Date: _____

Date: _____

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Exhibit A
LEAD REDUCTION AND HEALTHY HOMES GRANT

Scope of Work

Project Title:	Lead Safe Cuyahoga
Program Funding:	\$1,160,000.00
Project Description:	Administer lead-based paint and healthy home interventions in a minimum of eighty (80) units
Project Location:	Cleveland Heights
Project Start Date:	March 2, 2026
Project Completion Date:	March 4, 2030
Summary of Project:	<p>As more fully described in the Lead Hazard Demonstration Grant application approved the U.S. Department of HUD, Sub-Grantee directly by its own staff and properly licensed contractors shall carry out lead and healthy homes interventions in the homes of 80 low to moderate income families.</p> <p>Healthy Home interventions, beyond lead, are to be performed at a total cost of \$200,000.00. These cost and scope of work shall be clearly delineated on the specifications and tracked accordingly.</p> <p>Sub-Grantee will provide matching resources in the estimated value of \$276,000.00, consisting lead remediation services for eligible household and staff time to administer these services and associated funding.</p>
Special Conditions:	<p>The following Special Conditions of HUD’s award to CCBH apply to activities carried out by Sub-Grantee under this Agreement:</p> <ol style="list-style-type: none">1. Sub-Grantee may not allow its contractors to begin lead hazard control intervention work in homes until CCBH has received written HUD approval of its work plan and Release of Funds Request.2. For grants made to assist rental housing, at least 50 percent of the units must be occupied or made available to families with incomes at or below 50 percent of the area median income level and the re remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less

than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that buildings with 5 or more units may have 20 percent of the units occupied by families with incomes above 80 percent of the area median income level.

3. For grants made to assist housing owned by owner-occupants all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of 6 years or shall be units where a child under the age of 6 spends a significant amount of time visiting.

4. Sub-Grantee shall ensure that its written procedures are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing revised July 2012.

5. Sub-Grantee shall comply, and shall require its contractors to comply, with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, and work practices during lead hazard control activities.

6. Sub-Grantee shall prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydro-blasting or hydro-washing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100 degrees Fahrenheit as work practices at any time.

7. Sub-Grantee shall require its contractors to observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration, 29 CFR 1910.1025.

8. Sub-Grantee shall require its contractors to dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies.

9. Sub-Grantee shall only provide assistance to units occupied by children under the age of 6, when all such children have been tested and their blood-lead levels recorded within 6 months prior to the abatement of hazard control, according to the Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing. The actual blood-lead levels shall not be reported to the Sub-Grantee due to medical confidentiality restrictions. Referrals of children with Elevated Blood Levels for appropriate treatment and follow-up medical care are the responsibility of the medical personnel carrying out the testing.

10. Sub-Grantee shall cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the

Sub-Grantee's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.

11. Sub-Grantee shall maintain all records and submit all reports requested by CCBH relative to HUD Form 60002-Economic Opportunities for Low- and Very Low-Income Persons (Section 3).

12. Sub-Grantee shall carry out its activities in such a manner that at least the number of units to be treated shown on the HUD 1044, Assistance Award / Amendment Form, is completed by the end of this agreement period, unless revised by a grant amendment from CCBH.

13. Sub-Grantee shall comply with HUD Office of Lead Hazard Control and Healthy Homes Policy Guidance that describes specific work practice, management, or reporting requirements.

14. Sub-Grantee shall ensure that copies of all lead-based paint inspections, risk assessments, and clearance test reports are provided to the property owner, with a transmittal letter including the following statement: "The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in the notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.

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Exhibit B

Budget for 48 months

Match Requirement: Sub-Grantee shall document expenditure of Match funds, as defined by the federal regulations applicable to HUD Lead Hazard Control Grants, totaling no less than ten percent, \$276,000.00. The projected breakdown of Match funds by specific budget categories is set forth below. However, Sub-Grantee has the right to document expenditure of Match funds from different cost categories, without a Budget Amendment, provided that the total Match funds documented equal or exceed the required amount. Match expenditures will be reported to CCBH at least quarterly.

Cleveland Heights		
Cost Categories	Budgeted Amount	Projected Match
Personnel	\$111,692.00	\$0.00
Fringe Benefits	\$8,308.00	\$0.00
Space	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies & Materials	\$0.00	\$0.00
Remediation - Lead	\$840,000.00	\$276,000.00
Remediation – Healthy Homes	\$200,000.00	\$0.00
Other Direct	\$0.00	\$0.00
Indirect	\$0.00	\$0.00
TOTAL	\$1,160,000.00	\$276,000.00

PART II
TERMS AND CONDITIONS

SECTION 1 - UNIFORM ADMINISTRATIVE REQUIREMENTS

During the performance of this Agreement, the Sub-Grantee agrees to comply with the requirements and standards of OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribe Government;” OMB Circular No. A-123, “Audits of State and Local Governments” (implemented at 24 CFR part ii); and with the following sections of 24 CFR part 85 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, as specified below. A copy of these Circulars are available upon request by the Sub-Grantee.

- a. Section 85.3, “Definitions.”
- b. Section 85.6, “Exceptions.”
- c. Section 85.12, “Special grant or sub-grant conditions for “high-risk” grantees.”
- d. Section 85.20, “Standards for financial management systems,” except paragraph (a).
- e. Section 85.21, “Payment,” except as modified by Section 570.513.
- f. Section 85.22, “Allowable costs.”
- g. Section 85.26, “Non-Federal audits.”
- h. Section 85.32, “Equipment, “Except in all cases in which the equipment is sold, the proceeds shall be program income.
- i. Section 85.33, “Supplies.”
- j. Section 85.34, “Copyrights.”
- k. Section 85.35, “Sub-awards to debarred and suspended parties.”
- l. Section 85.36, “Procurement,” except paragraph (a).
- m. Section 85.37, “Sub-grants.”
- n. Section 85.40, “Monitoring and reporting program performance”, except paragraphs (b) through (d) and paragraph (f).
- o. Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e).
- p. Section 85.42, “Retention and access requirements for records.”
- q. Section 85.43, “Enforcement”.
- r. Section 85.44, “Termination for convenience.”
- s. Section 85.51, “Later disallowances and adjustments.”
- t. Section 85.52, “Collection of amounts due.”

Vendor’s Warranty against an Unresolved Finding for Recovery. Ohio Revised Code Section 9.24 prohibits the award of a contract to any bidder against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of the award. By submitting a bid, the bidder warrants that it is now, and will not become subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of Health of such finding.

Suspension and Debarment. The Board of Health will not award a contract for goods or services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System www.epls.arnet.gov/

SECTION 2 - ALLOWABLE COSTS

The total cost of an Agreement is comprised of the allowable direct cost incident to its performance, plus its allocable portion of allowable indirect costs.

Direct costs are those that can be identified specifically with a particular cost objective. Typical direct costs chargeable to contracts include:

1. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement.
2. Cost of materials acquired, consumed, or expended specifically for the purpose of the Agreement.
3. Equipment and other approved capital expenditures.
4. Other items of expense incurred specifically to carry out the Agreement.
5. Services provided specifically for the Agreement by other agencies.

Indirect costs are those (a) incurred for a common or joint purpose benefiting more than one cost objective (b) not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

SECTION 3 - RECORDS

1. Establishment and Maintenance of Records - Records shall be maintained with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of four years after receipt of the final payment under this Agreement.
2. Documentation of Costs - All costs shall be supported by properly executed payrolls, time records, invoices, Agreements, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, Agreements, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The Sub-Grantee shall submit copies of all independent audits performed on the Sub-Grantee during the term of this Agreement to the County. All records must be kept according to standard accounting practices.
3. The Sub-Grantee assumes all responsibility for any and all Workers' Compensation premiums, unemployment compensation premiums, and Federal, State and local taxes due on the compensation paid to all their employees. The Sub-Grantee agrees to follow all Federal, State and local regulations pertaining to any employees the Sub-Grantee may use to provide services under this Agreement.
4. The Sub-Grantee shall document the marketing of services to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be recorded by the Sub-Grantee.
5. Client Data - The Sub-Grantee shall maintain client data demonstrating client eligibility for services provided, if applicable. Such data shall include, but not be limited to: client

name, address, income level or other basis for determining eligibility, and description of services provided.

SECTION 4 - REPORTS

At such times and in such forms as the Department of Housing and Urban Development (“HUD”) or the CCBH may require, there shall be furnished to HUD or to the CCBH statements, records, data and information, as HUD or the CCBH may request pertaining to matters covered by this Agreement.

SECTION 5- AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CCBH, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the CCBH, HUD and/or representatives of the Comptroller General for examination all records of the Sub-Grantee with respect to all matters and the Sub-Grantee shall permit the CCBH, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters.

In addition to the above-described inspections, the CCBH may perform inspections of the program facilities and/or records at any time it deems desirable.

SECTION 6 - CONFLICT OF INTEREST

No employee, agent, consultant, officer or elected or appointed official of the CCBH or Sub-Grantee who exercises or has exercised any functions or responsibilities with respect to the Scope of Services or any of the activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities or Scope of Services, may obtain a personal or financial interest or benefit from any such activity or Scope of Services, or have a financial interest with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and the Sub-Grantee shall take appropriate steps to assure compliance.

SECTION 7 - PROCUREMENT STANDARDS AND METHODS

The Sub-Grantee shall use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procedures conform to 24 CFR Part 85, Section 85.36, “Procurement.” A copy of these procedures is available upon request by the Sub-Grantee.

SECTION 8 - EMPLOYMENT DISCRIMINATION PROHIBITED

During the performance of this Agreement, the Sub-Grantee agrees as follows:

1. The Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. The Sub-Grantee shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. as used herein, “treated” means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted,

upgraded, demoted, downgraded, transferred, laid off and terminated. The Sub-Grantee agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the Sub-Grantee setting forth the provisions of this nondiscrimination clause.

2. The Sub-Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Grantee, state that the Sub-Grantee is an Equal Opportunity Employer.

SECTION 9 - ENVIRONMENTAL REVIEW

The Sub-Grantee does not assume the CCBH's environmental responsibilities described in 570. 604; and the Sub-Grantee does not assume the CCBH's responsibility to initiate the review process.

SECTION 10 - COPYRIGHTS

If this Agreement results in a book or other copyrighted material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted.

SECTION 11 - PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 12 - POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 13 - LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designated to support or defeat legislation pending before the Congress.

SECTION 14 - CHANGES

The CCBH may, from time to time, permit changes in the Scope of Services of the Agreement to be performed hereunder. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

The CCBH may from time to time cause changes in the expressed maximum sum of this Agreement provided such changes in compensation are authorized by resolution of the Board of CCBH Commissioners and are pursuant to the provisions of Part I, Item III hereof. Any such changes shall be incorporated in written amendments to this Agreement signed by the parties.

The CCBH may upon its own initiative or upon that of the Sub-Grantee, authorize changes in the time of performance as established in Part I, Item II hereof. As a condition precedent to the authorization of such change, the CCBH shall have determined that the Sub-Grantee has exhibited the utmost in good faith in the performance of the Agreement and that there is just cause based upon the intervention of a circumstance unforeseeable at the execution of this Agreement document. Any change in the time of performance shall be agreed to by the Sub-Grantee and the CCBH in writing, and said writing shall be incorporated in written amendments to this Agreement signed by the parties.

SECTION 15 – PERSONNEL

A. The Sub-Grantee represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Contractual relationship with the CCBH.

B. All of the services required hereunder will be performed by the Sub-Grantee or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

SECTION 16 - ASSIGNABILITY

The Sub-Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CCBH thereto.

SECTION 17 - TERMINATION OF AGREEMENT

If the Sub-Grantee fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, or if Sub-Grantee shall violate any of the covenants, Agreements, or stipulations in this Agreement, the CCBH shall have the right to exercise concurrently or successively any one or more of the following rights or remedies:

- A. Terminate this Agreement and the rights of the Sub-Grantee hereunder;
- B. Withhold or reduce funds not yet paid to the Sub-Grantee;
- C. Recover funds previously paid to the Sub-Grantee;
- D. Recover any property obtained by the Sub-Grantee through its expenditure of HUD funds granted pursuant to this Agreement; or
- E. Exercise any and all additional rights the CCBH may have in law or equity.

Termination pursuant to clause (A) above shall be effective five (5) days after the date the CCBH has given written notice to the Sub-Grantee of such termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Sub-Grantee under this Agreement, at the option of the CCBH, shall become the property of the CCBH and Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents; provided, however, that such compensation may be reduced in the event the CCBH determines that any money owed the CCBH by the Sub-Grantee has not been paid.

SECTION 18 - TERMINATION FOR NECESSITY OF THE CCBH

The CCBH may terminate this Agreement for necessity by giving at least thirty (30) days notice in writing from the CCBH to the Sub-Grantee. If the Agreement is terminated by the CCBH as provided herein, the Sub-Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Sub-Grantee covered by this Agreement, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Sub-Grantee shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Agreement incurred by the Sub-Grantee during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If the Agreement is terminated due to the fault of the Sub-Grantee, Section 18 hereof relative to termination shall apply.

SECTION 19 - NON-EXPENDABLE PROJECT PROPERTY

All tangible property personal or real, acquired for the purpose of carrying out this Agreement shall be owned by the CCBH for the use of the Sub-Grantee. At the expiration of the project, the CCBH may reclaim possession of said property.

SECTION 20 - SECTION 3, - HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968

- A. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no Contractual or other disability which would prevent them from complying with these requirements.
- C. Sub-Grantee will send to each labor organization or representative of workers with which he has collective bargaining Agreement or other Agreement or understanding, if any, written notice advising the said labor organization or workers representative of this commitment under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

SECTION 21 - INDEMNIFICATION

To the extent permitted by Ohio law, The Sub-Grantee agrees to indemnify and hold the Board, all of its departments, agents and employees harmless from any and all liabilities,

obligations, claims, costs and expenses caused by or resulting from the Sub-Grantee's performance or nonperformance of the obligations or activities contemplated by this Agreement.

The Sub-Grantee shall reimburse the Board, all of its departments, agents and employees for any judgments or liens which may be obtained against the Board, all of its departments, agents and employees resulting from the Sub-Grantee's performance or nonperformance of the obligations or activities contemplated by this Agreement, including judgments or liens for infringements of intellectual property rights of third parties.

The Sub-Grantee agrees to defend the Board, all of its departments, agents and employees against any such claims, legal actions, or liens if called upon by the Board to do so. The Sub-Grantee acknowledges that this Agreement involves the use of public funds and as such is subject to audit by public agencies granting funds to the Board. The Sub-Grantee shall fully indemnify and repay the Board for any reimbursed costs of the Sub-Grantee which are subsequently disallowed by the funding public agencies and which must be refunded by the Board to such agencies.

SECTION 22 - TAX INDEMNIFICATION

Sub-Grantee shall pay all taxes, all assessments on property, and all payments in lieu of taxes when due. No lien or encumbrance against any assets purchased with HUD funds granted pursuant to this Agreement shall be attached.

SECTION 23 - INDEPENDENT SUB-GRANTEE RELATIONSHIP

The parties to this Agreement expressly intend that an independent Sub-Grantee relationship is created. The CCBH and the Sub-Grantee agree that the conduct and control of the work to be performed will lie solely with Sub-Grantee. Sub-Grantee is not to be considered an agent or employee of the CCBH for any purpose and no agency or trust or other relationship whatsoever is created by this Agreement.

SECTION 24 - DISCRIMINATION IN SERVICE DELIVERY PROHIBITED

The Sub-Grantee shall not discriminate against any applicant for its services because of race, religion, color, sex, national origin, age, handicap, ancestry, or Vietnam-era or disabled veteran status. The Sub-Grantee shall not limit its services or give preference to persons on the basis of race, religion, color, sex, handicap, ancestry, or Vietnam-era or disabled veteran status.

SECTION 25 - SECTARIAN/RELIGIOUS ACTIVITY PROHIBITED

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of this Agreement regarding the provision of services with HUD funds, pursuant to Title I of the Housing and Community Development Act of 1974 as, amended, the Sub-Grantee agrees:

- A. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.

- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;
- D. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- E. The funds received under this Agreement shall not be used to construct, rehabilitate, restore, or maintain any facility which is owned by the Sub-Grantee and in which the public services are to be provided. However, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the HUD expenditure for the public services.

SECTION 26 - PUBLIC ACCESS TO PROGRAM RECORDS

The Sub-Grantee shall provide citizens with reasonable access to records regarding the past use of HUD funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

SECTION 27 - GRANT CLOSE OUT PROCEDURES

This Agreement will be closed out when:

1. All costs to be paid with HUD fund have been incurred, and
2. The work to be assisted with HUD funds has been completed, and
3. After responsibilities of the Sub-Grantee under the grant Agreement have been carried out satisfactorily.
4. Within 90 days of the close-out date as determined above, the Sub-Grantee shall submit all requests for reimbursement to the CCBH, with the exception of retainer fees (if applicable).
5. The CCBH will cancel any unused portion of the awarded grant amount to drawn by the Sub-Grantee within 90 days of the close-out date unless the CCBH is notified in advance by the Sub-Grantee of the reasons for not canceling the grant amount.
6. Any unused grant funds will be captured by the CCBH for use in eligible HUD program objectives.

SECTION 28 - MONITORING

The CCBH is responsible for monitoring the Sub-Grantee's HUD funded activities to assure compliance with applicable Federal requirements and to assure that performance goals are being achieved. Generally, one on-site monitor visit will be conducted during the period of this Agreement.

SECTION 29 - LABOR STANDARDS FOR CONSTRUCTION ACTIVITIES

The Sub-Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contracts Work Hours and

Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-278a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulation pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CCBH when requesting reimbursement.

The Sub-Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-Grantee engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-Grantee of its obligation, if any, to require payment of the higher wage. The Sub-Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provision meeting the requirements of this paragraph.

PART III

ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES

SECTION 1 - GENERAL

The Sub-Grantee will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of Part II, Section 2 herein.

When audits are performed in accordance with the provisions of PART II, Section 5 hereof, discovery of the failure of the Sub-Grantee to use generally accepted accounting procedures may result in the disallowance of expenditures for which the Sub-Grantee will be liable and for the assessment of sanctions pursuant to PART II, Section 17 hereof.

The CCBH reserves the right to review all financial records in order to assess the financial condition of the agency. If the CCBH determines that the Sub-Grantee’s financial condition or the methods and practices it uses to manage its financial systems may jeopardize HUD funds under the Agreement, it may take all necessary actions to insure that those funds are not put at risk. This includes, but is not limited to, postponing or canceling all reimbursements, putting the agency under specific financial requirements until the problems have been corrected to the satisfaction of the CCBH, or exercise its authority to terminate the Agreement as a result of such conditions.

The Sub-Grantee is fully responsible for the management and control of its financial system. Any loss of HUD funds as a result of the misfeasance, nonfeasance, or malfeasance of the Sub-Grantee is the responsibility solely of the Sub-Grantee and its officers. To insure

accountability, the CCBH reserves the right to withhold payments, put the Sub-Grantee under specific financial requirements, or terminate the Agreement.

SECTION 2 - ACCOUNTING SYSTEM STANDARDS

Sub-Grantee's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of each Agreement including at least a monthly reconciliation of the cash balance of the program.
- B. Records which adequately identify the source and application of funds for Agreement activities. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- C. Effective control over and accountability for all funds, property and other assets. Sub-Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Comparison of actual amounts with budgeted amounts for each Agreement. Also, the relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the CCBH.
- E. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Part II, Section 2.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

SECTION 3 - GRANT PAYMENTS

- A. Grant payments will be made on a cash reimbursement basis. Only when the Sub-Grantee makes an actual cash disbursement will it be reimbursed for the expense by the CCBH.
- B. Disbursements must be applied only to the authorized use as specified in the scope of services & budget. Failure to pay creditors for activities specified in the Agreement or to disburse funds for their authorized use constitutes a violation of the Agreement terms.
- C. At intervals determined by the CCBH, the Sub-Grantee may be required to submit copies of canceled checks or other forms of proof showing that all taxes or other payables have been paid. The CCBH has the authority to take appropriate action, including withholding payments, if this information is not provided when requested.
- D. All requests for reimbursement must be complete and accurate in order for the CCBH to authorize payment. Copies of canceled checks or written receipts must be provided to obtain reimbursement. Failure to submit complete and accurate information will delay or prohibit authorization of payment. Construction project reimbursements must include proper documentation of correct payment of Federal wages, as applicable.

SECTION 4 - AUDIT REQUIREMENTS

Sub-Grantees that receive more than \$300,000 in federal financial assistance from any source shall in any year have an audit made in accordance with Circular No. A-133.

The Audit shall be made by an independent auditor in accordance with Generally Accepted Government Auditing Standards covering financial and compliance audits. "Generally Accepted Government Auditing Standards" means the Standards for Audit of Government Organizations, Programs, Activities and Functions developed by the Comptroller General, dated February 27, 1981, as may be revised or amended.

The Sub-Grantee is required to send the CCBH a copy of its Audit for the time period when HUD funds are expended.

SECTION 5 - PROGRAM INCOME

The Sub-Grantee shall comply with the standards set forth in 24 CFR Part 85 to account for program income. Program income represents gross income earned by the Sub-Grantee from the federally supported activities. Such earnings exclude interest earned on advances and may include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Unless the Agreement provides otherwise, Sub-Grantees shall have no obligation to the Federal Government with respect to royalties received as a result of copyrights or patents.
- B. All other program income earned during the project period shall be retained by the Sub-Grantee and, in accordance with the grant or other Agreement shall be:

Added to funds committed to the project by the CCBH and be used to further eligible HUD program objectives;

Used to finance the Sub-Grantees' share of the project when approved by the CCBH; or

Deducted from the total project costs in determining the net costs on which the HUD share of costs will be based.

SECTION 6 - REVERSION OF ASSETS

Any real property under the Sub-Grantee's control that was acquired or improved in whole or in part with HUD funds in excess of \$25,000.00 must be used to meet one of the HUD National Objectives until five years after grant close-out (Part II, Section 28); and

If such property is not used in accordance with the above paragraph, the Sub-Grantee shall pay the CCBH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-HUD funds for the acquisition of or improvement to, the property.

SECTION 7 - USE OF REAL PROPERTY

The Sub-Grantee shall not change the use or planned use of any property (acquired in whole or in part using HUD funds in excess of \$25,000.00) from that for which the acquisition or improvement was made unless the Sub-Grantee provides affected citizens with reasonable

notice of, and opportunity to comment on, any proposed change. These standards are in effect until five years after grant close-out (Part II, Section 28).

The new use must qualify as meeting one of the HUD National Objectives. If this requirement is not met, the Sub-Grantee may retain or dispose of the property and reimburse the CCBH an amount as determined above (Part III, Section 6B). If the change of use occurs after grant close-out, the provisions governing program income (Part III, Section 5) shall apply.

In the case of property of equipment having a useful life of greater than one year purchased with HUD funds pursuant to this Agreement, the Sub-Grantee shall furnish a description of the property or equipment, including the serial number, to the CCBH within thirty (30) days of the date of purchase.



Date: 6/17/2026

To: Bill Hanna, Director of Law

From: Allan Butler, Assistant Director of Housing

Subject: 3378 Blanche Ave. nuisance abatement legislation request

Purpose Statement: Nuisance abatement legislation request for removal of debris, storage and junk motor vehicles from 3378 Blanche Ave. See attached memo for council.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? Emergency nuisance abatement for the public health and safety.

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

If yes, why? Emergency nuisance abatement for the public health and safety.

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

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

General Fund, Housing Department, Nuisance Abatement 101.7402.2717.0



Memorandum

To: Jim Petras- Mayor, Cleveland Heights Council Members
From: Allan Butler- Assistant Director Housing Inspection
Date: July 1, 2026
Re: 3378 Blanche Ave. PPN 684-26-098 Nuisance Abatement request for removal of debris, excessive storage, and junk vehicles.

I am requesting that exterior yard areas of the single-family owner-occupied property at 3378 Blanche Ave. PPN 684-26-098, be declared a public nuisance and order the removal of the excessive storage, excessive debris, overgrown vegetation, multiple unlicensed, inoperable, junk vehicles at the property.

The property is owned by Tziporah Mahalli and occupied by her father Said 'Isaac' Mahalli POA and his family for an estimated 20 years or more. The property has transferred title 4 times since 2017 in combination with tax foreclosure cases filed in 2018 and 2022 but has remained occupied by Said 'Isaac' Mahalli and family. The most recent transfer to Tziporah Mahalli was a Quit Claim Deed-gift from Marvin Moskowitz who purchased the property from tax foreclosure sale in 2019. Previous title transfers to LLC entities consistently included Isaac Mahalli as the managing member.

The property has been cited by the City Housing Inspection Department and has outstanding violations pertaining to debris, excessive storage and junk vehicles dating back to May 11, 2021 on complaint case #2021-003591 and subsequent Housing Court case CRB-210105. A re-inspection of the pending notice of code violation on June 4, 2026 noted the property not in compliance and was getting worse.

The Housing Department has received multiple complaints on this property regarding the debris in the yard including 4 in the last year. Previous notices of code violations for debris, excessive storage and junk vehicles were issued in 2015, 2017, and 2021 including subsequent Housing Court filings with limited compliance which ultimately returns to an initial complaint status.

Based on the information provided, I hereby request that City Council declare this property a nuisance as defined in Chapter 553 of the Codified Ordinances. Furthermore, upon such declaration, I request that Council order the property owner to make the following repairs needed to abate the nuisance:

1. Remove or restore to operable condition all junk, inoperable, or unlicensed vehicles from any portion of the yard area and maintain property free of junk vehicles.
2. Remove litter and debris from the property and maintain free of same.
3. Eliminate improper and excessive storage to include but not limited to: tires, wheels, auto parts, lawnmowers, buckets, containers, chairs, cement blocks, wood, toys, etc.
4. Cut tall grass and weeds and properly maintain all landscaped areas of overgrown vegetation.

TOTAL ESTIMATED COSTS OF ABATEMENT

\$10,000.00

In the event the owner fails to comply with this Order, the City should be authorized to abate the nuisance and to assess such cost of abatement against the subject real estate.

If you have any questions regarding this matter, please contact me at your convenience.

Proposed: 07/06/2026

RESOLUTION NO. 138-2026(HB), *First Reading*

By Mayor Petras

A Resolution declaring the property at 3378 Blanche Ave. Cleveland Heights, Ohio, to be a nuisance; authorizing abatement of the nuisance; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Assistant Housing Director, Allan Butler, has reported to this Council that the residential property located at 3378 Blanche Ave. has outstanding violations for excessive storage, debris, junk vehicles and overgrown landscaping dating back to May 11, 2021; and

WHEREAS, AD Butler has further reported that the Housing Inspection Department has received multiple complaints on this property including four in the last twelve months; and

WHEREAS, AD Butler has further reported that the responsible party has been issued a complaint in Cleveland Heights Housing Court but has yet to comply with the attached notice of code violations listed with the complaint.

WHEREAS, AD Butler has further reported that the property has deteriorated over the years to the point that it is a hazard to the health, safety, and welfare of potential occupants and the public and is a blighting and deteriorating factor in the neighborhood which adversely affects the value of neighboring property.

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

SECTION 1. This Council hereby finds and determines that the premises known as 3378 Blanche Ave., is in a state of disrepair to the extent that it constitutes a health and safety hazard and is a blighting influence and hereby declares said property to be a public nuisance pursuant to Chapter 553 of the Codified Ordinances of the City of Cleveland Heights.

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

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

RESOLUTION NO. 138-2026(HB)

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

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

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor



Date: July 6, 2026

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Appointing Members to the Tax Incentive Review Council

Purpose Statement: This legislation confirms the Mayor's appointments of Eric Zamft and Craig Cobb as the City's members of the Tax Incentive Review Council (TIRC) for three-year terms.

In Ohio, municipalities are permitted to provide property tax incentives (in accordance with Chapter 5709 of the Ohio Revised Code (Taxable Property – Exemptions). When such incentives are authorized, they must be reviewed annually – first locally through a Community Reinvestment Area Housing Council and then in conjunction with the County via a Tax Incentive Review Council (TIRC).

Per Section 5709.85(A)(2) of the ORC, the TIRC is made up of:

- three (3) members appointed by the board of county commissioners;
- **two (2) members from each municipal corporation to which the instrument granting the tax exemption applies, appointed by the Mayor with the concurrence of the legislative authority of the respective municipal corporations;**
- the county auditor or the county auditor's designee; and
- one (1) individual appointed by the board of education of each city, local, exempted village, and joint vocational school district to which the instrument or agreement granting the tax exemption applies.

At least two (2) members of the TIRC **shall be residents** of the municipal corporations or townships to which the instrument or agreement granting the tax exemption applies.

This legislation reflects the Mayoral appointments and provides for the required concurrence of the Council. In order to ensure that the requirements for two residents of the municipality to be on the TIRC, the two Mayoral appointments are both residents of the City. To that end, the legislation confirms the Mayor's appointments of Eric Zamft and Craig Cobb.

It is anticipated that the County will hold TIRC meetings July or August this year. As a result, the Administration is requesting that this legislation be passed on First Reading as an emergency, prior to Council going on recess.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? So that the City's appointments are in place prior to Council recess in case the County schedules the TIRC meetings.

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

If yes, why? So that the City's appointments are in place prior to Council recess in case the County schedules the TIRC meetings.

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

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

Proposed: 07/06/2026

RESOLUTION NO. 139-2026(F), *First Reading*

By Mayor Petras

A Resolution confirming the appointment of Eric Zamft and Craig Cobb to three-year terms to the City of Cleveland Height's Tax Incentive Review Council (TIRC); and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council has established a Tax Incentive Review Council pursuant to Section 5709.85 of the Ohio Revised Code; and

WHEREAS, the Mayor has appointed Eric Zamft and Craig Cobb as members of the Cleveland Heights Tax Incentive Review council, for terms commencing on July 1, 2026 and expiring on June 30, 2029.

WHEREAS, such appointments must be confirmed by council.

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

SECTION 1. The appointment of Eric Zamft and Craig Cobb for a three-year term commencing July 1, 2026 and expiring June 30, 2029, is hereby confirmed.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

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

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

RESOLUTION NO. 139-2026(F)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor



Date: June 29, 2026

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

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

From: Collette Clinkscale, Director of Public Works

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

Purpose Statement: This legislation is for the Mayor to enter into an agreement with the GPD Group for professional engineering services for the “MLK Drive – Doan Brook Culvert pre-design Study”.

Is this legislation recurring: Yes: _____ No: _____

Is emergency language necessary: Yes: _____ No: _____

If yes, why? To move forward with this pre-design study as soon as possible to determine which design the City will implement to address the critical structural deficiencies in the historic stone arch culvert and masonry spandrel wall.

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

If yes, why? To allow critical structural deficiencies and revealed by an inspection conducted by the City of Cleveland to be addressed for public safety.

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

Sewer Fund #602-6205-3072, however, the City is also seeking reimbursement for this project under NEORS’s Community Cost Share Program

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

Proposed: 07/06/2026

RESOLUTION NO. 140-2026(MSES), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into an agreement with GPD Group for professional engineering services associated with the MLK Drive – Doan Brook Culvert Pre-Design Study; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City has identified critical structural deficiencies in the historic stone arch culvert and masonry spandrel wall located along Martin Luther King, Jr. Drive over Doan Brook; and

WHEREAS, these deficiencies pose a threat to public safety, stream conveyance, and surrounding infrastructure if not properly evaluated and addressed; and

WHEREAS, the City of Cleveland Heights desires to undertake a pre-design study to evaluate rehabilitation and replacement alternatives for the culvert structure; and

WHEREAS, GPD Group has submitted a proposal to provide professional engineering services, including survey, permitting review, geotechnical investigation, hydraulic modeling, and development of design alternatives for said project; and

WHEREAS, the total cost of said professional engineering services shall not exceed Seventy-Four Thousand Five Hundred and 00/100 dollars (\$74,500.00); and

WHEREAS, funding for this project has been appropriated and is available in Sewer Fund 602.6205.3072, with the City also seeking reimbursement through the Northeast Ohio Regional Sewer District Community Cost Share Program; and

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

WHEREAS, such engineering design services are professional services for which no bidding is necessary.

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement with GPD Group for engineering pre-design services associated with the MLK Drive – Doan Brook Culvert. The agreement shall be substantially in accordance with the terms and conditions set forth in a proposed agreement for professional engineering design services submitted by GPD Group, a copy of which is on file with the Clerk of Council. Compensation for the services detailed therein shall not exceed the sum of

RESOLUTION NO. 140-2026(MSES)

Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$74,500.00). All agreements hereunder shall be approved as to form and subject to the final approval of 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 contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to promptly commence the pre-design study in order to address critical structural deficiencies in the culver structure. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

Collette Clinkscale
Director of Public Works
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

MLK Jr. Drive – Doan Brook Culvert Pre-Design Study

Culvert and Stream Restoration

Ms. Collette Clinkscale,

GPD Group (GPD) would like to submit the following professional engineering services to provide culvert and stream restoration design alternatives for the MLK Jr. Drive culvert crossing along Doan Brook.

Project Understanding

The MLK Jr. Drive Culvert over Doan Brook pre-design study looks to address the critical structural deficiencies in a historic stone arch culvert and masonry spandrel wall constructed circa 1897 in Cleveland Heights. Although the roadway is currently supported by a downstream cast-in-place concrete box culvert, the upstream stone arch and spandrel wall remain critical to stream conveyance, site stability, and public safety.

Recent inspections dating back to 2024 identified severe structural distress in the spandrel wall, including significant outward leaning, fractured and displaced masonry blocks, vegetation intrusion, and a continuous structural crack at the interface between the arch barrel and wall. The wall is considered to be in critical condition with a risk of partial or complete collapse into Doan Brook. While roadway impacts are unlikely, failure could obstruct stream flow, damage the adjacent hiking trail, and pose safety hazards.

To address the failing structure, this study will evaluate several rehabilitation and replacement alternatives, ranging from stabilization of the existing structure to complete replacement with bank stabilization. Note this segment of Doan Brook is located within a FEMA-designated regulatory floodway, which will require careful consideration of hydraulic performance and regulatory compliance. Evaluation of alternatives will also consider constructability, permitting requirements, long-term durability, and coordination with multiple jurisdictions, including NEORS and Cleveland Heights, to advance a durable, cost-effective solution that minimizes environmental and regulatory impacts.

Basic Scope of Services

GPD shall provide the following services:

Task 1 – Survey

- Survey
 - a. Conduct a topographic survey to document stream, surrounding embankments, and culvert structures existing conditions.
 - i. Survey includes:
 1. Trees, 6" and larger
 2. Topography across the project area, including both the stream, culvert, and adjacent land
 3. Utilities (If any)
 - b. Develop a CAD generated basemap

Task 2 – Permitting

- Design team will consult with local Environmental consultant to understand the impacts and design limitations of the historic stone arch culvert.
- Identify all required local, state, and if necessary, federal permits (i.e. USACE Nationwide permits, SHPO) to support the proposed stream restoration and outfall improvements.
 - a. Findings will be summarized in the Preliminary Engineering Report (PER).

Task 3 – Geotechnical Investigation

- Site will be assessed for subsurface material conditions.
- Review any relevant previous geotechnical reports, geological maps, etc.
- GPD group will perform up to a total of two (2) borings to a depth of 15 feet or wildcat tests with hand auguring. The boring locations will be coordinated in the field and based on field explorations.
 - a. Findings will be documented in a geotechnical engineering report (GER), including but not limited to test boring logs and location plan, discussion of soil profile and subsurface conditions, and recommendations.

Task 4 – Hydrologic and Hydraulic Modeling (H&H)

- Develop a one-dimensional (1-D) hydraulic model to simulate existing and proposed flow conditions under both baseflow conditions and select wet-weather storm events.
 - a. Note: Study area is within a designated FEMA regulatory floodway. To avoid further permitting and fees, project will strive to achieve a no rise condition.
- The model will be used to evaluate water surface elevations, flow depths, velocities, and energy gradients within the channel and adjacent floodplain.
- Results will support assessment of channel capacity, floodplain connectivity, and potential changes in hydraulic behavior resulting from proposed restoration activities.
- Results will be summarized in the PER.

Task 5 – Design (Civil & Structural)

- GPD will evaluate up to four (4) design alternatives:
 - a. Culvert (Historic stone arch) rehabilitation
 - i. Incorporate the necessary design measures to keep existing structure in place
 - b. Stone arch removal and culvert replacement
 - i. Remove the stone arch completely.
 - ii. Extend the culvert upstream.
 - iii. Construct new headwall/wingwalls and embankment
 - iv. Seeding and plantings on newly constructed embankment.
 - v. Restore impacted stream.
 - c. Bury stone arch and extend culvert upstream
 - i. Extend culvert upstream.
 - ii. Construct new headwall and embankment
 - iii. Bury existing structure in place
 - iv. Seeding and plantings on newly constructed embankment.
 - v. Restore impact stream.
 - d. Stone arch removal and embankment grading
 - i. Remove the stone arch completely
 - ii. Cut back upslope and regrade embankment
 - iii. Construct new headwall for existing box culvert
- For each of the design alternatives, the following sheets will be prepared:
 - a. Existing Conditions and Demo Plan
 - b. Proposed Site and Grading Plan
 - c. Miscellaneous Details (Civil, structural, etc.)
- Opinion of Probable Costs for each design alternative.
- Design alternatives will be summarized in the PER.

Task 6 – Project Management

- Project Coordination / QAQC / Reimbursables / Meetings
 - a. GPD will attend three (3) review meetings with the project team
 - i. Kick-off meeting (1) - introduce the project team, establish the schedule, define the project goals, guide the development of the construction plans along with the opinion of probable cost.
 - ii. Design review meetings (2) – one progress meeting and one final review meeting once the pre-design study is completed.

Project Deliverables

As part of the final submittal package for this pre-design study, the Design team will submit a *Preliminary Engineering Report* that includes the following items:

- Preliminary Engineering Report
 - a. Permitting review
 - b. Design Alternatives
 - i. Design Plans
 - ii. H&H Summary
 - iii. Opinion of Probable Costs
 - c. Preferred Alternative Summary
 - d. Geotechnical Engineering Report (Appendix)

Engineering Services Summary

GPD’s compensation to perform the above scope of services will be based on a lump sum basis totaling a not to exceed the figure of seventy-four thousand and five hundred dollars (\$74,500), which includes reimbursable expenses for travel, and printing. Work will be billed on a monthly basis for the percentage of work completed that month.

Basic Scope of Services and Fee Summary		
Task	Description	Fee
1	Survey	\$8,000
2	Permitting Review	\$3,000
3	Geotechnical Investigation	\$11,000
4	H&H Modeling	\$9,000
5	Design (Civil & Structural)	\$37,500
6	Project Management	\$6,000
TOTAL		\$74,500.00

General Conditions Understanding:

1. Design plans will be prepared in electronic format using “AutoCAD Civil 3D” and provided to the Client in PDF format.
2. Pre-design plans will be prepared to a ‘grant’ ready status.
3. Client shall designate a representative authorized to act on its behalf with respect to the project. All direction and authorization shall be by or through such representative.
4. Client shall examine documents submitted by GPD and shall render decisions promptly, to avoid unreasonable delay in the progress of GPD’s services.

5. Excluded from this proposal are the following:
- a. Property owner coordination. It is understood that the property owner will be responsible for coordinating and obtaining all necessary approvals from impacted parties for the proposed work. No easement preparation or documentation is included in this proposal.
 - b. Any permitting applications/submittal/fees with local, state, or federal agencies.
 - c. 3D site rendering.
 - d. Phase I cultural resources survey.
 - e. Endangered species habitat survey.
6. In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction cost are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. The existence and contents of this document shall not be construed to create responsibility or liability of Client or Consultant for changes related to this estimate of probable cost.

We are pleased to have the opportunity to submit our proposal. Please contact me at your earliest convenience with any questions or comments regarding our proposal. Do not hesitate to contact us directly by calling 330-572-2286 or email to jlanni@gpdgroup.com.

Respectfully submitted,
GPD Group



Joseph Lanni, P.E.
Project Manager



David Neumeyer, PE
Senior Project Manager

Cc: Ivan Valentic, Senior Project Manager [216.927.8684, ivalentic@gpdgroup.com]

GPD Group and Cleveland Heights
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



N.T.S.



CULVERT INLET



**AREA OF CONCERN
[CULVERT INLET]**

EXISTING CULVERT

FLOW

FLOW

**CITY OF CLEVELAND
P.N. 68535001**

DOAN BROOK



15 February 2026

Chief,

As a department, we have known that the generator at Station 2 has needed replacement for some time now, due to its documented unreliability. It is original to the building (45 years old), and repair parts have become scarce. Several months ago, I recognized that this issue was no longer being addressed and, with your blessing, ventured to remedy it.

In the furtherance of that goal, I submitted a request for proposals and received quotes from CAT and Cummins. I have attached these proposals and a rudimentary comparison chart for your review. Options listed below are done so alphabetically.

Option #1: CAT 60kW GenSet \$106,200

This option is your all-in price. CAT provides the generator, enclosure, et al, and coordinates with their installer for site preparation and connection.

Option #2A: Cummins 60kW GenSet \$98,900

Cummins quoted their generator only, with the recommendation to utilize the City's contracted electrician to complete the installation. This price includes \$47,000 for the generator, \$2,900 for the higher level decibel-reduction enclosure, and \$49,000 for Gatto Electric to install.

Option #2B: Cummins 80kW GenSet \$104,550

Our peak kW demand at Station 2 for a 12-month period was approximately 42 kW per the power company. This number dictated a minimum generator capacity of 60kW in order to provide uninterrupted power to the entire station. However, if we want the ability to utilize the full capacity of our electrical service (read: panel/service entrance rating) we could select an 80kW unit. This would accommodate potential increased demand or facility expansion.

It is my recommendation that we select Option #2B listed above, for several reasons. The department already has a purchasing relationship with Cummins for downstream maintenance and parts requirements. The larger generator will ensure that we have more than enough capacity to accommodate any unforeseen increases in peak demand. Maintenance division personnel at CHFD have established familiarity and expertise with Cummins diesel engines. Finally, Gatto Electric has been our city electrical contractor for over 30 years and demonstrated an intimate knowledge of our facility's existing electric service during the proposal process.

When you have made your selection, I request that you notify me as soon as practicable so that I may contact the parties involved and begin the process. Please don't hesitate to reach out for any clarification.

Respectfully,

Steve Vondriska

216-870-6355

Proposed: 07/06/2026

RESOLUTION NO. 141-2026(PSH), *First Reading*

By Mayor Petras

A Resolution authorizing the Mayor to execute agreements with Cummins, Inc. and Gatto Electrical Services, Inc for a replacement diesel generator at Fire Station #2.; waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City relies on a diesel generator for back-up and emergency supplies of electricity at Fire Station #2;

WHEREAS, said generator is original to the building, has reached the end of its useful life, is no longer supported by its original manufacturer, and is therefore insufficiently reliable for the purposes of a facility providing emergency services to the City;

WHEREAS, the City issued a request for proposals for the purpose of replacing the generator and received proposals from two vendors; and

WHEREAS, the City's Fire Department reviewed those proposals and recommends the purchase of a Cummins 80kW Diesel Genset to be installed by Gatto Electrical Services, Inc.

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

SECTION 1. The Mayor is hereby authorized to execute agreements with Cummins, Inc. and Gatto Electrical Services, Inc. for the purchase and installation of a replacement back-up generator at Fire Station #2, at a total combined cost not to exceed One Hundred Four Thousand, Five Hundred Fifty and 00/100 (\$104,550.00), in accordance with the proposals dated December 10, 2025, and January 11, 2026, attached hereto as Exhibits "A" and "B" and subject to any additional terms or conditions the Director of Law deems necessary.

SECTION 2. Competitive bidding for this project is hereby waived based upon the rate at which the original generator continues to deteriorate and the critical need for a reliable emergency back-up power source at Fire Station #2 .

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

RESOLUTION NO. 141-2026(PSH)

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for on-demand back-up electricity generation at the City's fire stations; wherefore, provided it receives the affirmative vote of not less than five (5) members of this Council, it shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor



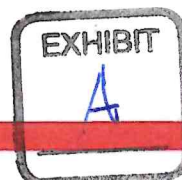
Project: Cleveland Heights Fire Station Replacement

December 10, 2025

Prepared by
 John Schreiber
 Inside Sales Representative
 vs731@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C60D6, Diesel Genset, 60Hz, 60kW</p> <p>C60D6, 60kW, 60Hz, Standby, Diesel Genset U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 120/208, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 208/120V, 120C, 40C Ambient Aluminum Weather Protective Enclosure, with Exhaust System Enclosure Color - Sandstone, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Larger Battery Rack Skidbase - Housing Ready</p> <p>Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum</p> <p>High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Switch - Fuel Tank, Rupture Basin Control Mounting - Right Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single</p> <p>Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL</p> <p>Right CB - None Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level</p>	1





Project: Cleveland Heights Fire Station Replacement

	Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Cold Ambient Extension - Oil Drain Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag	
2	Ohio Rule #34 Code requirements such as 12 ft. tank extension, low fuel switch, mechanical fuel gauge, rupture basin switch and 5 gallon lockable spill box are included. Fuel tanks that are 500 gallons or less are exempt from permits & on-site tank pressure test for witness by State Fire Marshall. Permits, placards, signage, fire extinguisher, security fencing, vehicle protection bollards and any/all additional requirements of the State Fire Marshall and/or AHJ are not included and are to be provided by others. Contractor and/or owner is responsible for verifying requirements with the AHJ.	1
3	12VDC Engine Starting Battery - 700CCA	1
4	Remote Emergency Stop Pilla Part# GS120 w/ PILCLHCOV1, PILNCCB, and PILNOCB	1
5	Annunciator-panel mount with enclosure (RS485)	1
6	OTECC, OTEC Transfer Switch-Electronic Control: 300A/400A/600A OTEC400, Transfer Switch, PowerCommand, 400 Amp Integral Control Power Supply Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 208 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communication Network, MODBUS TCP Module Terminal Block - 30 Points Relay - Elevator Signal Transfer Switch Warranty - 1 Year Comprehensive	1
7	Freight included to first destination, unloading by others.	1
8	Service - start up & testing during normal working hours.	1
9	Service - load bank testing during normal working hours.	1

TOTAL: \$47,000.00

Quote value does not include any tax.



OPTIONS:

1. 24 hr run time fuel tank provided. If 48hr run time is needed please reach back out for pricing.
2. Weather protective outdoor enclosure included.
3. For a level 1 enclosure with a sound level rating of 71.3dBA @ full load at 7 meters please ADD \$2,300.00 to base quote
4. For a level 2 enclosure with a sound level rating of 69dBA @ full load at 7 meters please ADD \$2,900.00 to base quote.
5. ATS
 1. If a 4 pole switch is required in lieu of the 3 pole provided please ADD \$300.00 to base quote.
6. Option for 80kW diesel generator - \$52,650.00

EXCEPTIONS AND CLARIFICATIONS:

1. Proposal is for equipment only, offloading, rigging, and installation by others.
2. Fuel and permits, unless listed above, is not included.
3. Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
4. Coordination Study not provided.
5. Proposal based on customer providing the peak kW demand of 41kW and Cummins's recommended generator based on the information provided.
6. No plans or specs provided.

LEAD TIME:

- Current Estimated Production Lead Time (after receipt of approved submittal and accepted PO):
 - o Transfer Switch(es): 13-15 weeks
 - o Generator: 22-26 weeks



Project: Cleveland Heights Fire Station Replacement

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Jeff Houlahan

Jeff Houlahan
Senior Sales Executive - PG
(440) 591-2331
an135@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

GATTO CONTRACTING ELECTRICAL SERVICES, INC.

439 Avery Lane Medina, OH 44256

216.496.7096

OH Lisc. #15464

January 11, 2026

City of Cleveland Hts.
40 Severance Circle
Cleveland Heights, OH 44118-1634
Attn: Steve

Location of Work:
Fire Station #2
12560 Cedar Road
Cleveland Hts., OH 44118

PROPOSAL:

Provide labor and material to install and wire customer provided Cummins 60KW or 80KW generator with 400AMP transfer switch (provided by others).

SCOPE OF WORK:

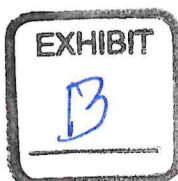
- Concrete pad & rebar
- Excavation & backfill for concrete pad and conduits
- Bollards
- Crane services for placement of generator
- Exterior conduits for generator: main feed, annunciator, charger and heater
- Interior conduits: ATS tie-in, existing EM panel refeed, annunciator, charger and heater
- Install ATS and annunciator panel (provided by others)
- Generator start-up and testing
- Fuel top-off
- Demo of existing ATS and generator
- Covers for existing wall penetrations

NOT INCLUDED IN QUOTE: (potentially needing to be provided by others)

- Engineered drawings for generator and wiring
- Fuel tank pressure testing
- Fuel tank permit from the State of Ohio
- Any unforeseen underground obstacles requiring additional labor and material to reroute, relocate or remove

TOTAL: \$49,000.00 (forty-nine-thousand dollars).

TERMS: To be paid based on the schedule below by City of Cleveland Heights, 40 Severance Circle, Cleveland Heights, OH 44118-1634



	TIMING	AMOUNT
Deposit	Due at start of job	\$20,000.00
Final Payment	Due within 5 business days of job completion	\$29,000.00
TOTAL		\$49,000.00

If balance due is older than 5 business days, subject to late charges at 1.5% per month (Annual 18%). 4% service fee added for invoices paid by credit/debit card.

Anthony Gatto
 President, Gatto Contracting Electrical Services, Inc.

Please sign and return to Gatto Contracting Electrical Services, Inc. to accept this Proposal.

Approved By:

Title:

Prices on this proposal are valid for 30 days from the date of the proposal, assuming materials are available.



Date: July 6, 2026

To: City Council

From: Law Director, Bill Hannah
Finance Director, Joe Brodzinski

Subject: Authorization for limited expenditures in connection with City operations

Purpose Statement: The purpose of Ordinance No. 143-2026 is to provide express legislative authorization for certain limited expenditures that routinely occur in connection with City operations, including employee recognition events, staff meetings, community and business meetings, holiday gatherings, City-sponsored events, and modest hospitality expenditures such as coffee, refreshments, and related supplies.

While these expenditures have long been recognized as common and practical components of municipal operations, Ohio Attorney General Opinion No. 82-006 provides that such expenditures are most appropriately supported by a formal legislative determination that they serve a valid public purpose and are authorized by ordinance or resolution.

The Attorney General specifically concluded that municipal funds may be expended for coffee, meals, refreshments, and similar amenities where the municipal legislative authority determines that the expenditure furthers a public purpose and memorializes that determination through duly enacted legislation.

This ordinance is intended to provide that express legislative authorization and to establish a clear public-purpose finding for expenditures associated with employee morale, recognition, retention, training, interdepartmental collaboration, community engagement, and the conduct of official City business. It includes reasonable limitations upon such expenses by requiring mayoral approval and restricting expenditures to defined municipal purposes. Many Ohio municipalities have recognized that modest expenditures for refreshments, meals, employee recognition activities, and official business meetings properly serve a public purpose when connected to governmental operations. By adopting this ordinance, Council will create a clear policy framework that aligns City practice with the guidance provided in Ohio Attorney General Opinion No. 82-006 and provides additional transparency and accountability regarding these expenditures.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? To ensure compliance with financial guidance at the earliest possible time.

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

If yes, why? To ensure compliance with financial guidance at the earliest possible time.

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

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

Proposed: 07/06/2026

ORDINANCE NO. 143-2026(F): *First Reading*

By Mayor Petras

An Ordinance adopting a new Section 139.26 of the Codified Ordinances, entitled “Additional Nominal Fringe Benefits and Public Purpose Expenditures;” and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council recognizes that certain City activities related to business and community groups, and employees generally, result in the incurring of expenses for coffee or other beverages, meals, refreshments or other amenities in furtherance of City operations; and

WHEREAS, this Council finds and determines that such expenses, as provided herein, constitute a valid and proper public purpose justifying the expenditure of City funds, subject to Council’s budgeting and appropriation decisions.

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

SECTION 1. This Council hereby enacts and adopts a new Section 139.26 of the Codified Ordinances of the City of Cleveland Heights, “Additional Nominal Fringe Benefits and Public Purpose Expenditures,” which shall read as set forth below:

139.26 ADDITIONAL NOMINAL FRINGE BENEFITS AND PUBLIC PURPOSE EXPENDITURES.

The Mayor may approve the purchase of the following items for City officials, employees, and the general public, as provided herein, which Council has determined to constitute a proper public purpose:

- a. Beverages, meals and/or refreshments for:
 1. Staff and/or department head meetings conducted by or approved by the Mayor or Administrator; and
 2. City events as determined or approved by the Mayor; and
 3. Employee recognition events, holiday gatherings, special events for employees generally, or when special circumstances arise as determined or approved by the Mayor.
- b. Subject to the approval of the Mayor, breakfast, lunch or dinner meetings conducted by the Mayor, member(s) of Council or department head(s) with business and/or community representatives;

ORDINANCE NO. 143-2026(F)

- c. Napkins, disposable utensils, salt, pepper, cream, milk, powdered or other artificial creamer, sweeteners, stirrers, cups and similar items related to those events identified above;
- d. Flowers and other items related to condolences, get-well wishes or other similar purposes approved by the Mayor or Council which are to be sent by the City to officials, employees or the public, not to exceed \$125; and
- e. Alcoholic beverages are prohibited. The purchase of alcoholic beverage with public funds received by the city is strictly prohibited. This prohibition does not apply to city operations where a liquor license is required and has been obtained.

SECTION 2. It is the intention of this Council, through this legislation and the approval and ratification of consistent expenses, to ensure that City operations are conducted in accordance with the guidance found within Ohio Attorney General Opinion No. 82-006.

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

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

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency need to ensure compliance with financial guidance 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

ORDINANCE NO. 143-2026(F)

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

JIM PETRAS
Mayor



Date: July 6, 2026

To: City Council

Cc: Mayor Petras; City Administrator Reese; Law Director Hanna

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

Subject: Accessory Dwelling Unit (ADU) Zoning Text Amendments

Purpose Statement: This legislation is an Ordinance amending Zoning Code to permit accessory dwelling units (ADUs). The first step in the zoning text amendment process after an introduction at City Council is referral to the Planning Commission for review and recommendation.

Local ordinances are “living and breathing” documents that can be amended from time-to-time in order to keep up with changes in the social and economic environments. The City has followed this practice by constantly and consistently reviewing its Codified Ordinances and – when appropriate and necessary – making changes to those Ordinances. This is particularly the case with Part Eleven – Zoning Code.

The City’s Zoning Code is central to development, redevelopment, and investment within the City. One of the most prevalent topic areas that communities around the country are pursuing is around permitting ADUs. In both the on-going Housing Needs Assessment and comprehensive Zoning Code update initiatives, ADUs have been mentioned as a common approach towards housing opportunity. In fact, ADUs were first mentioned in the City’s adopted 2017 Master Plan.

Based upon initial guidance from the AARP, in 2024, the City engaged the Cuyahoga County Planning Commission to conduct an Accessory Dwelling Unit Study (July 2024). This was followed by an AARP-funded ADU design competition (Fall 2024). The County Planning Commission was then re-engaged to help develop potential changes to the Zoning Code to permit ADUs. A third-party national expert – Kronberg Urbanists + Architects – provided a peer review of the County’s proposed changes, and also provided a webinar with staff to discuss housing and ADUs both nationally and locally. Extensive public engagement was conducted in 2025; with a public open house/Planning & Development Committee of Council meeting in June 2026. All of these resources and more have been provided on a dedicated webpage: <https://www.clevelandheights.gov/1707/Accessory-Dwelling-Units-ADUS>. A Frequently Asked Questions (FAQ) is currently being prepared and will be posted to this webpage.

As a result of the extensive public engagement in 2025 and the recent open house/public meeting, numerous changes to the proposed zoning were provided. These changes both reflect the concerns voiced by many residents, as well as Councilmembers.

At the June 15, 2026 Council meeting, staff discussed these changes and there was comfort by Council in moving the proposal to the formal review process through the creation of actual legislation for Council to consider. As a reminder, the formal legislative zoning text amendment process includes multiple required public comment opportunities; Council can also choose to provide additional opportunities to the public if it wishes.

The full formal process for zoning text amendments is provided below.

Process for Zoning Text Amendments:

Chapter 1119 of the Zoning Code provides the regulations and process for amending the Zoning Code. What follows is a summary of the process.

1. Introduction of amending ordinance to Council (Section 1119.02) – ***Subject of this agenda item***
2. Referral to Planning Commission for consideration and recommendation. The Commission shall be allowed a reasonable time, not less than thirty (30) days, nor more than sixty (60) days for its consideration and recommendations (Section 1119.03) – ***Subject of this agenda item***
3. Planning Commission consideration and recommendation at regularly-scheduled meeting or special meeting or workshop – all open to the public to watch (Section 1119.04).
4. Public hearing by Council, including appropriate noticing (Section 1119.05).
5. Action by Council. After the public hearing Council shall either adopt or deny the recommendation of the Planning Commission (Section 1119.06).

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?

Proposed: 07/06/2026

ORDINANCE NO. 142-2026(PD), *First Reading*

By Mayor Petras

An Ordinance amending various Sections of Part Eleven, Zoning Code, of the Codified Ordinances of the City of Cleveland Heights to permit accessory dwelling units (ADUs).

WHEREAS, accessory dwelling units (“ADUs”) may facilitate “aging-in-place” as an accessible and dignified housing option for older adults, caregivers, or people with mobility disabilities; and

WHEREAS, one purpose of the Single-Family and Two-Family districts within Cleveland Heights is “to encourage sustainable development and practices in residential neighborhoods,” and ADUs can often make use of infrastructure that already exists in Cleveland Heights neighborhoods; and

WHEREAS, the 2017 City of Cleveland Heights Master Plan recommends reviewing and considering regulations allowing alternative living arrangements such as ADUs; and

WHEREAS, the City retained the Cuyahoga County Planning Commission (1) to conduct an ADU Study for the City in 2024, which found several potential community and environmental benefits to allowing ADUs within Cleveland Heights; and (2) to prepare potential zoning text amendments that would permit ADUs; and

WHEREAS, the City also retained Kronberg Urbanists + Architects to provide a peer review of the County’s proposed ADU-related changes to the City’s zoning code; and

WHEREAS, tabling sessions, an online survey, and a special meeting of the Planning and Development Committee, between October 2025 and December 2026, further informed potential zoning code amendments for ADUs, all as discussed at the June 15, 2026 Council Committee of the Whole meeting; and

WHEREAS, pursuant to Section 1119.01 of the Codified Ordinances of the City of Cleveland Heights, this Council may by Ordinance and upon its own initiative, introduce amendments to the Zoning Code of the Codified Ordinances of the City of Cleveland Heights; and

WHEREAS, on July 6, 2026, City Council introduced this amending Ordinance (No. 142-2026), which, in accordance with Section 1119.03 of the Codified Ordinances, was then referred to the Planning Commission for its consideration and recommendation; and

WHEREAS, at the _____, 2026 Planning Commission meeting, this amending ordinance and the ADU-related zoning code amendments were discussed; and

ORDINANCE NO. 142-2026(PD)

WHEREAS, pursuant to Section 1119.04, on _____, 2026 the Planning Commission adopted a resolution recommending _____ of the amending ordinance; and

WHEREAS, pursuant to Section 1119.05, Council held a public hearing on this amending Ordinance on _____ 2026.

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

SECTION 1. Sections 1103.03, 1121.01, 1121.02, 1121.04, 1121.09, 1121.11, 1121.12, 1121.13, and 1161.051 of Part Eleven, Zoning Code, of the Codified Ordinances of the City of Cleveland Heights, are hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein by reference.

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

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

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

Ordinance No. _-2026
Exhibit A

ACCESSORY DWELLING UNITS (ADUs)
PROPOSED ZONING TEXT AMENDMENTS:

July 6, 2026

CHAPTER 1103
Definitions

...

1103.03 DEFINITIONS OF GENERAL TERMS.

...

(b) Certain general terms are hereby defined as follows:

(1) "Abutting" means having a common border with, or being separated from such a common border by a right of way, alley or easement.

(2) "~~Accessory building or structure~~" means an ancillary building, object, or structure constructed or installed on, above or below grade which is incidental to or customarily in connection with the principal building or use and which is detached from the principal building but located on the same lot with such principal building or use. It is further defined as square feet lacking livable amenities or space, and is not intended for habitation.~~a subordinate building which is incidental to or customarily in connection with the principal building or use and which is detached from the principal building but located on the same lot with such principal building or use.~~

(2.51) "Accessory parking space" means an open or enclosed area, accessible from a street, for parking motor vehicles of owners, occupants, employees, customers, or tenants of the main building or use.

(2.2) "Accessory Dwelling Unit or ADU" means an attached, detached, or secondary residential living space located on the same lot as a principal single-family or two-family dwelling. It is further defined as a self-contained, finished, and heated structure or space accessed separately from the principal dwelling unit with its own kitchen, bathroom, and sleeping area(s) intended for human habitation as defined by the Ohio Residential Code, Ohio Building Code, and any other applicable state and local codes.

(3) "~~Accessory use or structure~~" means any permitted or conditional secondary use of a property that is ancillary to the primary use. It supports or complements the primary use but is not the main function of the property.~~a use, object or structure constructed or installed on, above or below grade which is incidental to or customarily in connection with, or subordinate to, the principal building or use and is located on the same lot with such principal building or use.~~

...

(34.1) "Dwelling, principal" means a main or primary residential building or structure on a lot or parcel of land, which is the primary place of residence for the occupants.

...

(128) "Existing carriage house" means ~~an~~ pre-existing, noneonforming-accessory residential dwelling unit~~structure~~ used as either an Accessory Building or as an Accessory Dwelling Unit or combination thereof that was legally constructed or created prior to the adoption of this Zoning Code.

...

CHAPTER 1121
AA and A Single-Family and B Two-Family Residential Districts

...

1121.01 PURPOSE.

Cleveland Heights is a City primarily consisting of single-family residences, most of which are owner-occupied. Single-family residences are extremely sensitive to adverse effects from other land uses and require high standards for occupancy and use of the principal building as well as location and use of accessory buildings if these areas are to be maintained and to continue to be good places in which to live. In addition, certain parts of Cleveland Heights have been developed primarily with two-family residences having a similar character to the single-family districts, and it is appropriate that there be a zoning district for this distinctive use. Single-family and two-family district regulations are established to achieve the following particular objectives:

(a) The AA Single-Family District is established to provide for single-family residential uses with a minimum lot size of 15,000 square feet, compatible with the existing larger lot developments in areas so defined, as a means of preserving the unique character of these areas.

(b) The A Single-Family District is established to provide for single-family residential uses on smaller lots with a minimum of 7,500 square feet.

(c) The B Two-Family District is established to permit single-family units on lots with a minimum of 7,500 square feet and two-family residential uses with a minimum lot size of 10,000 square feet.

(d) To encourage as a conditional use flexible residential development to promote creative and efficient use of land through unified development.

(e) To regulate the location and lot coverage of accessory uses, buildings and structures so as to permit such uses to be established and maintained in a manner which makes them compatible with the existing residential neighborhoods.

(f) To encourage sustainable development ~~and practices~~ in residential neighborhoods that support a multi-generational lifelong community.

(g) To permit Accessory Dwelling Units (ADUs) as subordinate living spaces on a lot where an existing home already exists as a means to support changing life circumstances, offset costs, be a tool for wealth building, and strengthen the city's housing stock with new housing options at more affordable price points.

1121.02 PERMITTED USES.

(a) In the AA or A Single-Family Districts or B Two-Family District, land and structures shall be used or occupied, or structures shall be erected, constructed, enlarged, moved, or structurally altered only for a principal use specified, or a conditional use in accordance with Title Seven, or an accessory use to a permitted principal or conditional use as regulated herein. Sections 1121.03 through 1121.05 enumerate those uses that may ~~locate-be located~~ in each AA, A and B District as a matter of right, either as a principal or accessory use, and those uses ~~which-that~~ may ~~locate-be located~~ in a given district only upon obtaining a conditional use permit.

(b) Although a use may be indicated as permitted or conditionally permitted in a particular district, it shall be approved on a parcel only when it can be located thereon in full compliance with all of the standards and other regulations of this Zoning Code applicable to the specific use and parcel in question.

...

1121.04 CONDITIONALLY PERMITTED USES.

The categories of conditional uses which may (together with their accessory uses) be permitted in the AA and A Single-Family and B Two-Family Residential Districts, provided they conform to the conditions, standards, and requirements of Title Seven and are approved for a particular zoning lot in accordance with the administrative provisions of Section 1115, shall include the following:

- (a) Planned Residential Developments (“PRD”);
- (b) Places of worship;
- (c) Elementary, junior and senior high schools;
- (d) Public libraries;
- (e) Public safety facilities;
- (f) Public and private parks and playgrounds;
- (g) Public recreation facilities;
- (h) Golf courses;
- (i) Cemeteries;
- (j) Public parking (surface parking lot, parking deck, or parking garage) as a principal use;
- (k) Accessory parking for uses within a MF-1, MF-2, MF-3, C-1, C-2, C-2X, C-3, S-1, or S-2 District, subject to the regulations of Section 1153.05(f) & Chapter 1161;
- (l) Day care center and preschool in a school or religious institution;
- (m) Day care home;
- (n) Home occupation in an accessory building;
- (o) Outdoor community festivals;
- (p) Satellite dish receiving antenna;
- (q) Attached single-family dwelling units, newly constructed or formed by the resubdivision of existing side-by-side two-family dwellings, may be conditionally permitted in B Districts. In A, AA, and MF Districts, attached single-family dwelling units may be conditionally permitted on lots which contain legally non-conforming side-by-side two-family dwellings, subject to the regulations of Sections 1153.03(b)(50) & 1153.05(aa);
- (r) Adaptive reuse of non-residential buildings in residential districts;
- (s) Farmers’ markets; ~~and~~
- (t) Community gardens; ~~and~~;
- (u) Accessory Dwelling Units (ADUs), subject to the regulations of Section 1121.13.

...

1121.09 PRINCIPAL DWELLING UNIT REQUIREMENTS.

In order to provide healthful living conditions and to preserve the character of the neighborhood, principal dwelling units shall be erected, altered, moved, maintained or occupied only in

accordance with the following standards establishing minimum floor areas of principal dwelling units.

(a) Minimum Area of Principal Dwelling Unit. The minimum floor area of a principal dwelling unit shall not be less than specified below. For the purpose of determining the minimum floor area, porches, steps, terraces, breezeways, attached parking garages, or other attached structures not intended for human occupancy shall be excluded.

<i>District</i>	<i>Type of Dwelling</i>	<i>Minimum Floor Area Per <u>Principal</u> Dwelling Unit (In Square Feet)</i>
AA	Single Family	2,000
A	Single Family	1,500
B	Single Family	1,500
B	Two Family	1,000

(b) Minimum Area of Accessory Dwelling Unit (ADU). See Section 1121.13(b)(1).

...

1121.11 PRINCIPAL BUILDINGS PERMITTED ON A ZONING LOT.

There shall be not more than one (1) single-family or, where permitted, one (1) two-family principal dwelling located on a zoning lot, except as otherwise provided for in this Zoning Code, and both units of a two-family dwelling shall be within the same building.

1121.12 ACCESSORY USE REGULATIONS.

Accessory uses, buildings and structures permitted in AA, A and B Districts shall conform to the location, coverage and maintenance standards contained in this section. Attached private parking garages are subject to all yard requirements for a principal building specified in Section 1121.08 and shall comply with the floor area regulations for private parking garages established in subsection (e) hereof.

...

~~(c) Maximum Primary Front and Side Yard Lot Coverage. The maximum lot coverage shall not exceed sixty-percent (60%). Principal and accessory buildings, pools, and/or pavement contribute to lot coverage. Pervious pavers/materials shall count seventy-five percent (75%) towards any calculations set forth in this subsection. Accessory structures permitted in a primary front or side yard (as set forth in Schedule 1121.12(a), including buildings, structures, or pavement) shall cover no more of the primary front and side yard than set forth below:~~

~~—(1) Maximum coverage of the primary front yard shall be thirty percent (30%), provided that the area of pavement for sidewalks and driveways shall not exceed the following:~~

~~—A. 2,000 square feet total area for a lot with seventy five (75) feet or less of street frontage.~~

~~—B. 3,000 square feet total area for a lot with more than seventy five (75) feet of street frontage.~~

~~—(2) The maximum coverage of the secondary front yard shall be thirty percent (30%).~~

~~—(3) Pervious pavers/materials shall count seventy-five percent (75%) towards any calculations set forth in this subsection.~~

~~(d) Maximum Area and Rear Yard Coverage of Accessory Uses. In no case shall an accessory use, building or structure exceed the maximum area set forth in Schedule 1121.12(b). The percent of rear yard covered by accessory uses, buildings and structures (limited to those permitted in Sections 1121.05 and 1121.12) and the maximum floor area of such accessory use, building or structure, shall not be greater than as set forth in Section 1121.12(d). The area of building, structure or pavement shall be the maximum area of land on which, or above which, such building, structure or pavement is constructed. The percentage shall be the area of building, structure and/or pavement in ratio to the area of the rear yard. However, in no case shall an accessory use, building or structure exceed the maximum area set forth in Schedule 1121.12(d). Pervious pavers/materials shall count seventy-five percent (75%) towards any calculations set forth in this subsection.~~

Schedule 1121.12(~~db~~)

~~MAXIMUM AREA AND REAR YARD COVERAGE~~

<i>Permitted Use, Building Structure</i>	<i>Maximum Area (in sq. ft.)</i>		
	<i>AA District</i>	<i>A District</i>	<i>B District</i>
(1) Accessory building	(d)	(d)	1,200(d)
(2) Accessory building or structures exceeding 3 feet in height (a)-(c)	2,000 (a)	2,000 (a)	2,000 1,200
(3) Accessory structures not exceeding 3 feet in height, including pools, driveways, patios, and Pavement pavement related to parking, including driveway	2,000 6,500	2,000 4,000	2,000 4,000
(4) Accessory structures not exceeding 3 feet in height, including sidewalks and patios (g)	6,500	4,000	4,000
(5) Total maximum rear yard coverage (e)	12,000	---	---

Notes to Schedule 1121.12(~~db~~):

~~(a) Nonconforming lots may be permitted to have up to forty percent (40%) rear yard coverage by accessory buildings subject to Zoning Administrator approval of landscaping and screening plan which addresses stormwater management and minimizes adverse impact on neighboring lots. Total rear yard coverage shall not exceed seventy percent (70%).~~

~~(b) Nonconforming lots may be permitted to have up to forty percent (40%) rear yard coverage by pavement or unenclosed parking subject to Zoning Administrator approval of landscaping and screening plan which addresses stormwater management and minimizes adverse impact on neighboring lots. Total rear yard coverage shall not exceed seventy percent (70%).~~

~~(c) Reserved.~~

~~(d) See also Section 1121.12(e) for maximum floor area of a private parking garage.~~

~~(e) -While each specific category (1-4) has a maximum size limitation, the total coverage of all accessory uses shall not exceed the area coverage limit for the rear yard in the total lot (60%).~~

~~(f) On a corner lot, a private parking garage may cover up to sixty percent (60%) of rear yard area. Total permitted rear yard coverage on a corner lot is eighty percent (80%) of rear yard area.~~

~~(g) For the purposes of maximum area and rear yard coverage, fences shall be excluded.~~

...

(f) Maximum Number of Accessory Buildings. A maximum of two (2) detached accessory buildings shall be permitted on a zoning lot. ~~Of the two (2) detached accessory buildings permitted on a lot, one (1) may be a detached Accessory Dwelling Unit (ADU). See Section 1121.13(a).~~

(g) Maximum Height of Accessory Buildings and Structures. ~~A permitted accessory building shall not exceed twenty-four (24) feet in height or two (2) stories, except as otherwise regulated in~~

this Code. A permitted accessory structure shall not exceed fifteen (15) feet in height, except as otherwise regulated in this Code.

...

(j) Residential Use of Existing Carriage House. ~~In Any pre-existing carriage house in an AA or A District currently being used as an Accessory Dwelling Unit (ADU) is deemed a legally conforming use by right, pursuant to Section 1121.05 and subject to the following provisions there shall be only one (1) dwelling unit on a lot except that an existing carriage house may continue as a nonconforming dwelling unit in compliance with the following:~~

(1) ~~Any pre-existing residential carriage house structure that does not meet the supplemental requirements set forth in Section 1121.12(r) is deemed legally non-conforming and exempt from all standards and regulations thereto, except when an expansion or exterior alteration of the structure takes place pursuant to Section 1173.01(a) and (b)The carriage house shall have been occupied (regardless of the length of time), designed for, constructed for, or intended for residential occupancy and legally constructed or created prior to the adoption of this Zoning Code.~~

~~—(2) Alterations to the carriage house shall be subject to the regulations of Sections 1173.01(a) and (b).~~

~~—(3) For the purposes of this section, the occupants of the carriage house shall be considered as part of the family of the principal dwelling unit and shall comply with the family definition.~~

...

1121.13 ACCESSORY DWELLING UNIT (ADU) REGULATIONS.

(a) Location and Placement.

(1) ADUs may be attached to or detached from the principal dwelling unit on the same lot.

(2) Only one (1) ADU shall be permitted per lot.

(3) ADUs shall only be permitted on lots where the principal building is a single-family or two-family home.

(4) ADUs shall be located in rear and side yards only; ADUs located in front yards are strictly prohibited.

(b) Size, Height, and Yard Regulations.

(1) The maximum floor area of an ADU shall be 800 square feet for lots that are less than 6,000 square feet in area and 1,000 square feet for lots that are greater than 6,000 square feet in area. The floor area of the ADU also may not exceed the size of the principal dwelling. For the purpose of determining the maximum floor area, porches, steps, terraces, breezeways, attached parking garages, or other attached structures not intended for human occupancy shall be excluded.

(2) ADUs shall not exceed the height of twenty-four (24) feet, two (2) stories, or the height of the principal dwelling, whichever is less.

(3) Minimum yard distances for attached ADUs shall be the same as the principal dwelling.

(4) Detached ADUs shall maintain five (5)-foot side and rear yard setbacks.

(5) Detached ADUs on a corner lot shall be no closer to the secondary frontage than the principal dwelling, unless specifically permitted elsewhere in this Code.

- (6) Properties with a fully constructed ADU are permitted an additional 200 square feet of parking garage area in addition to the maximum floor area of private parking garages permitted in Section 1121.12(f). However, the area of all parking garage(s) shall not exceed 1,300 square feet.
- (7) ADUs shall have exterior entrance door(s) separate from those of the principal dwelling and/or other units that should be clearly defined with complementary architectural features and styles. All exterior entrance door(s) shall face the interior of the property or a public right-of-way.
- (c) Design Guidelines
 - (1) ADUs should be designed to maintain and/or complement the architectural style and character of the principal dwelling.
 - (2) Exterior materials, roof pitch, and window proportions of the ADU should be compatible with those of the principal dwelling.
 - (3) ADUs may incorporate solar panels in accordance with any other relevant regulations to achieve better energy efficiency.
- (d) Use and Occupancy.
 - (1) Owner-Occupancy Requirement.
 - A. The property owner shall occupy either the principal dwelling or the ADU as their primary residence.
 - (2) Home Occupations
 - A. Home-based businesses may operate within an ADU subject to the regulations set forth in Sections 1165.02(b) & (b.1).

...

CHAPTER 1161
Off-Street Parking and Loading Regulations

...

1161.051 EXCEPTIONS TO REQUIRED ENCLOSED PRIVATE PARKING SPACES

Any application on a property for new construction of a principal building that will not be providing the requisite enclosed parking spaces as indicated in Schedule 1161.03 shall require review and approval by the Planning Commission based upon the regulations and criteria of this section. Properties with an existing principal residential building shall only require an administrative review and such approval shall be by the Zoning Administrator utilizing the regulations and criteria of this Section.

- (a) Exceptions. The required off-street parking spaces for single-family dwellings, two-family dwellings, and townhouses shall be enclosed in a detached or attached private parking garage, as indicated in Schedule 1161.03, unless one (1) or more of the following exceptions can be substantiated:
- (i) The parcel is a legal, non-conforming lot that does not have the requisite size to accommodate a private parking garage.
 - (ii) Special conditions exist specific to the lot that are not applicable generally to other lots in the same Zoning District that render a Code-conforming private parking garage impractical.
 - (iii) If the previously existing private parking garage on the lot was a single-car garage for single-family dwelling.
 - (iv) If an existing private parking garage structure and associated remnant parking pavement are proposed to be removed and replaced with grass or landscaping, thereby increasing green or open space.
 - (v) If a substantial expansion or addition to the principal structure is proposed.
 - (vi) If the construction of an Accessory Dwelling Unit (ADU) is proposed.
- (b) Landscape Plan Required. Any application that will not be providing the requisite enclosed private parking spaces shall include a Landscape Plan that addresses stormwater management and minimizes adverse impact on neighboring properties, subject to Chapter 1166 of the Zoning Code.
- (c) All other provisions the Codified Ordinances relating to zoning, demolition construction, use and maintenance of residential buildings shall apply, including, but not limited to, impervious surface coverage, yard setbacks, parking pad dimensions, driveway dimensions, parking requirements, and utilization of driveways for parking.

MEMORANDUM

TO: Cleveland Heights City Council

FROM: Josie Moore, Strategic Initiatives Manager

DATE: June 26, 2026

RE: Authorization for the Mayor to Enter into a Contract with DS Architecture LLC. for Cumberland Pool Facility Engineering and Design Services

Purpose

The purpose of this legislation is to authorize the Mayor to enter into a professional services contract with DS Architecture LLC. in an amount not to exceed \$915,000.00 for engineering, architectural, and design services associated with the modernization and rehabilitation of the Cumberland Pool Facility and historic bathhouse at Cumberland Park.

Background

The Cumberland Pool Facility has served Cleveland Heights residents for nearly 100 years and remains one of the City's most significant recreational and community assets. Over time, aging infrastructure, mechanical systems, accessibility limitations, and changing community needs have made substantial reinvestment necessary to ensure the facility remains safe, functional, welcoming, and financially sustainable for future generations.

Recognizing both the historic significance of the site and the importance of maintaining a high-quality public aquatic facility, the City established the Cumberland Pool Facility Task Force to help identify community priorities and provide input regarding future improvements. In addition, the City issued a Request for Proposals seeking qualified firms to assist with the evaluation, planning, and design of a renewed pool facility and renovated bathhouse.

Scope of Services

Under the proposed agreement, DS Architecture LLC. will provide professional engineering and design services that include, but are not limited to:

- Existing conditions assessments and facility evaluations;
- Surveying, geotechnical investigations, and related data collection;
- Public engagement facilitation as well as coordination with the Cumberland Pool Facility Task Force;
- Development of conceptual and schematic designs for the pool facility;
- Evaluation of opportunities to preserve and reuse viable existing assets where feasible and cost-effective;
- Design of a modernized pool facility that addresses accessibility, safety, operational efficiency, and community needs;
- Rehabilitation and modernization of the historic bathhouse, including architectural, structural, mechanical, electrical, plumbing, and accessibility improvements;

- Site, landscape, circulation, and parking improvements that appropriately integrate the facility within Cumberland Park;
- Preparation of cost estimates and value analyses throughout design;
- Preparation of construction drawings, specifications, permitting documents, and bid documents; and
- Construction-phase support services.

Value to the City

This contract represents a critical step in determining the future of the Cumberland Pool Facility. The selected consultant will provide the technical expertise necessary to evaluate existing conditions, develop feasible alternatives, and design a facility that balances community needs, historic preservation considerations, operational requirements, and long-term financial sustainability.

Importantly, the consultant will assist the City in identifying opportunities to responsibly preserve and reuse existing assets where practical, while also ensuring that any new construction or improvements are designed for durability, efficiency, and long-term performance. Through cost estimating and value analysis at each phase of design, the consultant will help the City make informed decisions and maximize the return on public investment.

The resulting design work will establish the foundation for future funding decisions, construction planning, and implementation of a modern aquatic facility that can continue serving Cleveland Heights residents for decades to come.

Proposed: 06/26/2026

RESOLUTION NO. 131-2026(F), *Second Reading*

By Mayor Petras

A Resolution authorizing the Mayor to enter into a professional services agreement with DS Architecture, LLC for Engineering and Design Services for the Cumberland Pool Facility Modernization and Rehabilitation Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights seeks to modernize and rehabilitate the Cumberland Pool Facility and the historic bathhouse located at Cumberland Park (collectively, the "Project") to enhance public recreation, safety, and to preserve a significant community asset; and

WHEREAS, the City has determined that specialized professional services are necessary to provide engineering and design services for the Project; and

WHEREAS, the City issued a Request for Proposals for Professional Engineering and Design services for the Project and received twelve (12) responses, including the response of DS Architecture, LLC; and

WHEREAS, the Mayor and Administration have determined that DS Architecture, LLC possesses the necessary qualifications, experience, and expertise to provide such Engineering and Design services; and

WHEREAS, it is deemed in the best interest of the City to enter into a professional services contract with DS Architecture, LLC in an amount not to exceed Nine Hundred and Fifteen Thousand Dollars (\$915,000.00) for said services.

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

SECTION 1. The Mayor is hereby authorized to enter into and execute a professional services agreement with DS Architecture, LLC in a form approved by the Director of Law, in an amount not to exceed Nine Hundred and Fifteen Thousand Dollars (\$915,000.00), to provide Engineering and Design services for the modernization and rehabilitation of the Cumberland Pool Facility and the historic bathhouse at Cumberland Park.

SECTION 2. The procurement process utilized by the City in selecting DS Architecture, LLC to provide Engineering and Design services for the Project is hereby approved and ratified as an exercise of the City's power of local self-government pursuant to the City's Home Rule authority under Article XVIII, Section 3 of the Ohio Constitution.

RESOLUTION NO. 131-2026(F)

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

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to commence the Cumberland Pool Facilities Project related activities including the selection of design professionals at the earliest possible time in order that the construction can be completed by June 2028. Wherefore, provided it receives the affirmative vote of not less than five (5) members of this Council, it shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

RESOLUTION NO. 131-2026(F)



Memorandum

Date: 6/25/26

To: Legislation Review Team

From: Joe Brodzinski, Finance Dir

Subject: Budget Amendment

Purpose Statement:

Finance is requesting a budget amendment totaling \$1,000,000 for the following item(s): To appropriate funds for estimated costs associated with the Cumberland Pool's design proposal; \$1,000,000.

Is this legislation recurring: Yes: No:

Is emergency language necessary: Yes: No:

If yes, why?

To fund the contracts once legislation is passed.

Is passage on first reading necessary: Yes: No:

If yes, why?

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

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

\$1,000,000- Finance Capital Projects (#402) Unencumbered Cash

\$1,000,000- Total

**2026 Budget Adjustments
Ordinance #132-2026
Cash Supplement and Inter-Departmental Transfers
6/26/2026**

Fund #	Fund Description	2026 Budget Adjustment	Fund	Department No.	Department Description	Account	Description	Account Classification	2026 Budget Adjustment	Budget Adjustment Notes	Funding Source	Requesting Department
402	Financed Capital Projects Fund	\$ 1,000,000.00	402	8403	Swimming Pools	3040.99	Cumberland Swimming Pool Project	Capital	\$ 1,000,000.00	Budget Amendment to fund estimated costs associated with the Cumberland Pool Project's design proposal.	Budget Increase-From F402 UE Cash Balance	Parks & Rec
Budget Adjustment Total		<u>\$ 1,000,000.00</u>							<u>\$ 1,000,000.00</u>			
Grand Total Budget Adjustment		<u>\$ 1,000,000.00</u>							<u>\$ 1,000,000.00</u>			

Budget Increase Funding Source	Budget Impact
Budget Increase-From Fund 101 UE Cash	\$ -
Budget Increase-From Fund 213 UE Cash	\$ -
Budget Increase-From Fund 402 UE Cash	\$ 1,000,000.00
Intradepartment Transfer	\$ -
Interdepartment Transfer	\$ -
Offset by Revenue Increase Received**	\$ -
Offset by Decert of PY Encumbrance **	\$ -
Offset by Cost Sharing Agreement**	\$ -
Offset by Reimbursable Grant**	\$ -
	<u>\$ 1,000,000.00</u>

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

Proposed: 06/26/2026

ORDINANCE NO. 132-2026(F), *Second Reading*

By Mayor Petras

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

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

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

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

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

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

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

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the ongoing and

ORDINANCE NO. 132-2026(F)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026	Adjustments YTD	Amended Budget
101 - General	1101 - City Council	Personal Services	\$229,421.00		\$229,421.00							\$0.00	\$229,421.00
		O.T.P.S.	\$152,300.00		\$152,300.00							\$0.00	\$152,300.00
	1101 - City Council Total		\$381,721.00	\$0.00	\$381,721.00							\$0.00	\$381,721.00
	2101 - Mayor	Personal Services	\$681,399.00		\$681,399.00							\$0.00	\$681,399.00
		O.T.P.S.	\$204,250.00		\$204,250.00							\$0.00	\$204,250.00
	2101 - Mayor Total		\$885,649.00	\$0.00	\$885,649.00							\$0.00	\$885,649.00
	2106 - Civil Service Commission	Personal Services	\$2,680.00		\$2,680.00							\$0.00	\$2,680.00
		O.T.P.S.	\$37,000.00		\$37,000.00							\$0.00	\$37,000.00
	2106 - Civil Service Commission Total		\$39,680.00	\$0.00	\$39,680.00							\$0.00	\$39,680.00
	2107 - Landmark Commission	O.T.P.S.	\$34,465.00		\$34,465.00							\$0.00	\$34,465.00
	2107 - Landmark Commission Total		\$34,465.00	\$0.00	\$34,465.00							\$0.00	\$34,465.00
	2108 - General Operations	Personal Services	\$572,940.00		\$572,940.00							\$0.00	\$572,940.00
		O.T.P.S.	\$1,770,700.00		\$1,770,700.00					\$554,650.00		\$554,650.00	\$2,325,350.00
	2108 - General Operations Total		\$2,343,640.00	\$0.00	\$2,343,640.00							\$554,650.00	\$2,898,290.00
	2201 - Information Technology	Personal Services	\$554,888.00		\$554,888.00							\$0.00	\$554,888.00
		O.T.P.S.	\$381,194.00		\$381,194.00							\$0.00	\$381,194.00
		Capital	\$106,433.00		\$106,433.00							\$0.00	\$106,433.00
	2201 - Information Technology Total		\$1,042,515.00	\$0.00	\$1,042,515.00							\$0.00	\$1,042,515.00
	2501 - Community Relations	Personal Services	\$686,294.00		\$686,294.00							\$0.00	\$686,294.00
		O.T.P.S.	\$172,093.00	\$150,000.00	\$322,093.00							\$0.00	\$322,093.00
	2501 - Community Relations Total		\$858,387.00	\$150,000.00	\$1,008,387.00							\$0.00	\$1,008,387.00
	3101 - Finance	Personal Services	\$970,843.00		\$970,843.00							\$0.00	\$970,843.00
		O.T.P.S.	\$346,560.00		\$346,560.00							\$0.00	\$346,560.00
	3101 - Finance Total		\$1,317,403.00	\$0.00	\$1,317,403.00							\$0.00	\$1,317,403.00
	3103 - County Auditors Deduction	O.T.P.S.	\$250,000.00		\$250,000.00							\$0.00	\$250,000.00
	3103 - County Auditors Deduction Total		\$250,000.00	\$0.00	\$250,000.00							\$0.00	\$250,000.00
	3201 - Income Tax	O.T.P.S.	\$1,176,750.00		\$1,176,750.00							\$0.00	\$1,176,750.00
	3201 - Income Tax Total		\$1,176,750.00	\$0.00	\$1,176,750.00							\$0.00	\$1,176,750.00
	3301 - Human Resources	Personal Services	\$401,055.00		\$401,055.00							\$0.00	\$401,055.00
		O.T.P.S.	\$103,500.00		\$103,500.00							\$0.00	\$103,500.00
	3301 - Human Resources Total		\$504,555.00	\$0.00	\$504,555.00							\$0.00	\$504,555.00
	4101 - Law	Personal Services	\$1,118,337.00	\$154,000.00	\$1,272,337.00							\$0.00	\$1,272,337.00
		O.T.P.S.	\$566,550.00		\$566,550.00							\$0.00	\$566,550.00
		Capital	\$15,000.00		\$15,000.00							\$0.00	\$15,000.00
	4101 - Law Total		\$1,699,887.00	\$154,000.00	\$1,853,887.00							\$0.00	\$1,853,887.00
	5101 - Planning	Personal Services	\$2,814,116.00		\$2,814,116.00							\$0.00	\$2,814,116.00
		O.T.P.S.	\$488,910.00	\$100,000.00	\$588,910.00	\$222,170.00	\$750,000.00	\$250,000.00				\$1,222,170.00	\$1,811,080.00
		Capital	\$21,000.00		\$21,000.00							\$0.00	\$21,000.00
	5101 - Planning Total		\$3,324,026.00	\$100,000.00	\$3,424,026.00							\$1,222,170.00	\$4,646,196.00
	5102 - Planning Commission	Personal Services	\$7,870.00		\$7,870.00							\$0.00	\$7,870.00
		O.T.P.S.	\$200.00		\$200.00							\$0.00	\$200.00
		Capital	\$5,350.00		\$5,350.00							\$0.00	\$5,350.00
		Non-Government	\$100.00		\$100.00							\$0.00	\$100.00
	5102 - Planning Commission Total		\$13,520.00	\$0.00	\$13,520.00							\$0.00	\$13,520.00
	5103 - Board Of Zoning Appeals	Personal Services	\$5,475.00		\$5,475.00							\$0.00	\$5,475.00
		O.T.P.S.	\$5,600.00		\$5,600.00							\$0.00	\$5,600.00
		Non-Government	\$350.00		\$350.00							\$0.00	\$350.00
	5103 - Board Of Zoning Appeals Total		\$11,425.00	\$0.00	\$11,425.00							\$0.00	\$11,425.00
	5104 - SID (Spec Impr District)	O.T.P.S.	\$524,262.00		\$524,262.00							\$0.00	\$524,262.00
	5104 - SID (Spec Impr District) Total		\$524,262.00	\$0.00	\$524,262.00							\$0.00	\$524,262.00
	5106 - Architect Bd of Review	Personal Services	\$5,985.00		\$5,985.00							\$0.00	\$5,985.00
		O.T.P.S.	\$5,750.00		\$5,750.00							\$0.00	\$5,750.00
		Non-Government	\$750.00		\$750.00							\$0.00	\$750.00
	5106 - Architect Bd of Review Total		\$12,485.00	\$0.00	\$12,485.00							\$0.00	\$12,485.00
	5303 - CDBG Housing Pres Office	O.T.P.S.	\$900,000.00		\$900,000.00					\$921,520.00		\$921,520.00	\$1,821,520.00
	5303 - CDBG Housing Pres Office Total		\$900,000.00	\$0.00	\$900,000.00							\$921,520.00	\$1,821,520.00
	5602 - SBA Performance Grants	O.T.P.S.	\$150,000.00		\$150,000.00							\$0.00	\$150,000.00
	5602 - SBA Performance Grants Total		\$150,000.00	\$0.00	\$150,000.00							\$0.00	\$150,000.00
	6201 - Service Admin	Personal Services	\$546,512.00		\$546,512.00							\$0.00	\$546,512.00
		O.T.P.S.	\$15,085.00		\$15,085.00							\$0.00	\$15,085.00
		Capital	\$11,200.00		\$11,200.00							\$0.00	\$11,200.00
	6201 - Service Admin Total		\$572,797.00	\$0.00	\$572,797.00							\$0.00	\$572,797.00
	6202 - Capital Projects Admin	O.T.P.S.	\$50,000.00		\$50,000.00							\$0.00	\$50,000.00
	6202 - Capital Projects Admin Total		\$50,000.00	\$0.00	\$50,000.00							\$0.00	\$50,000.00
	6207 - Vehicle Maintenance	Personal Services	\$1,426,723.00		\$1,426,723.00							\$0.00	\$1,426,723.00
		O.T.P.S.	\$1,497,690.00		\$1,497,690.00							\$0.00	\$1,497,690.00
		Capital	\$32,000.00		\$32,000.00							\$0.00	\$32,000.00
	6207 - Vehicle Maintenance Total		\$2,956,413.00	\$0.00	\$2,956,413.00							\$0.00	\$2,956,413.00
	6208 - Street Maintenance	Personal Services	\$1,933,887.00		\$1,933,887.00							\$0.00	\$1,933,887.00
		O.T.P.S.	\$713,975.00		\$713,975.00							\$0.00	\$713,975.00
		Capital	\$21,500.00		\$21,500.00							\$0.00	\$21,500.00
	6208 - Street Maintenance Total		\$2,669,362.00	\$0.00	\$2,669,362.00							\$0.00	\$2,669,362.00
	6211 - Traffic Signs & Signals	Personal Services	\$77,700.00		\$77,700.00							\$0.00	\$77,700.00
		O.T.P.S.	\$233,225.00		\$233,225.00							\$0.00	\$233,225.00
	6211 - Traffic Signs & Signals Total		\$310,925.00	\$0.00	\$310,925.00							\$0.00	\$310,925.00
	6225 - DPW Public Property	Personal Services	\$852,500.00		\$852,500.00							\$0.00	\$852,500.00
		O.T.P.S.	\$1,296,000.00		\$1,296,000.00							\$0.00	\$1,296,000.00
	6225 - DPW Public Property Total		\$2,148,500.00	\$0.00	\$2,148,500.00							\$0.00	\$2,148,500.00
	7201 - Police Admin	Personal Services	\$14,388,162.00		\$14,388,162.00							\$0.00	\$14,388,162.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #68-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026 #	Adjustments YTD	Amended Budget
	7201 - Police Admin Total	O.T.P.S.	\$15,121,603.00	\$0.00	\$15,121,603.00							\$0.00	\$15,121,603.00
	7202 - Police Academy	Personal Services	\$221,500.00		\$221,500.00							\$0.00	\$221,500.00
		O.T.P.S.	\$84,000.00		\$84,000.00							\$0.00	\$84,000.00
	7202 - Police Academy Total		\$305,500.00	\$0.00	\$305,500.00							\$0.00	\$305,500.00
	7301 - Fire Admin	Personal Services	\$12,668,564.00		\$12,668,564.00							\$0.00	\$12,668,564.00
		O.T.P.S.	\$507,995.00		\$507,995.00							\$0.00	\$507,995.00
	7301 - Fire Admin Total		\$13,176,559.00	\$0.00	\$13,176,559.00							\$0.00	\$13,176,559.00
	7302 - Joint Dispatch Office	O.T.P.S.	\$1,194,309.00		\$1,194,309.00							\$0.00	\$1,194,309.00
	7302 - Joint Dispatch Office Total		\$1,194,309.00	\$0.00	\$1,194,309.00							\$0.00	\$1,194,309.00
	7303 - Fire Prevention	Personal Services	\$262,269.00		\$262,269.00							\$0.00	\$262,269.00
		O.T.P.S.	\$26,451.00		\$26,451.00							\$0.00	\$26,451.00
		Capital	\$3,000.00		\$3,000.00							\$0.00	\$3,000.00
	7303 - Fire Prevention Total		\$291,720.00	\$0.00	\$291,720.00							\$0.00	\$291,720.00
	7401 - Building Services	O.T.P.S.	\$154,300.00		\$154,300.00							\$0.00	\$154,300.00
		Non-Government	\$5,000.00		\$5,000.00							\$0.00	\$5,000.00
	7401 - Building Services Total		\$159,300.00	\$0.00	\$159,300.00							\$0.00	\$159,300.00
	7402 - Housing Inspections	Personal Services	\$3,215.00		\$3,215.00							\$0.00	\$3,215.00
		O.T.P.S.	\$160,900.00		\$160,900.00							\$0.00	\$160,900.00
		Non-Government	\$4,000.00		\$4,000.00							\$0.00	\$4,000.00
	7402 - Housing Inspections Total		\$168,115.00	\$0.00	\$168,115.00							\$0.00	\$168,115.00
	8101 - Community Services Admin	O.T.P.S.	\$7,480.00		\$7,480.00							\$0.00	\$7,480.00
	8101 - Community Services Admin Total		\$7,480.00	\$0.00	\$7,480.00							\$0.00	\$7,480.00
	8201 - Public Prop/Park Maint	Personal Services	\$1,053,810.00		\$1,053,810.00							\$0.00	\$1,053,810.00
		O.T.P.S.	\$226,000.00		\$226,000.00							\$0.00	\$226,000.00
	8201 - Public Prop/Park Maint Total		\$1,279,810.00	\$0.00	\$1,279,810.00							\$0.00	\$1,279,810.00
	8401 - Parks & Recreation Admin	Personal Services	\$1,180,627.00		\$1,180,627.00							\$0.00	\$1,180,627.00
		O.T.P.S.	\$51,500.00		\$51,500.00							\$0.00	\$51,500.00
	8401 - Parks & Recreation Admin Total		\$1,232,127.00	\$0.00	\$1,232,127.00							\$0.00	\$1,232,127.00
	8402 - Playgrounds	O.T.P.S.	\$76,200.00		\$76,200.00							\$0.00	\$76,200.00
	8402 - Playgrounds Total		\$76,200.00	\$0.00	\$76,200.00							\$0.00	\$76,200.00
	8403 - Swimming Pools	Personal Services	\$407,200.00		\$407,200.00							\$0.00	\$407,200.00
		O.T.P.S.	\$230,300.00		\$230,300.00							\$0.00	\$230,300.00
	8403 - Swimming Pools Total		\$637,500.00	\$0.00	\$637,500.00							\$0.00	\$637,500.00
	8405 - Ice Programs	Personal Services	\$311,000.00		\$311,000.00							\$0.00	\$311,000.00
		O.T.P.S.	\$40,250.00		\$40,250.00							\$0.00	\$40,250.00
	8405 - Ice Programs Total		\$351,250.00	\$0.00	\$351,250.00							\$0.00	\$351,250.00
	8406 - General Recreation Prog	Personal Services	\$156,152.00		\$156,152.00							\$0.00	\$156,152.00
		O.T.P.S.	\$243,400.00		\$243,400.00							\$0.00	\$243,400.00
	8406 - General Recreation Prog Total		\$399,552.00	\$0.00	\$399,552.00							\$0.00	\$399,552.00
	8409 - Sports Programs	Personal Services	\$145,600.00		\$145,600.00							\$0.00	\$145,600.00
		O.T.P.S.	\$119,750.00		\$119,750.00							\$0.00	\$119,750.00
	8409 - Sports Programs Total		\$265,350.00	\$0.00	\$265,350.00							\$0.00	\$265,350.00
	8411 - Community Center Admin	Personal Services	\$699,097.00		\$699,097.00							\$0.00	\$699,097.00
		O.T.P.S.	\$424,100.00		\$424,100.00							\$0.00	\$424,100.00
		Non-Government	\$1,400.00		\$1,400.00							\$0.00	\$1,400.00
	8411 - Community Center Admin Total		\$1,124,597.00	\$0.00	\$1,124,597.00							\$0.00	\$1,124,597.00
	8501 - Office On Aging Admin	Personal Services	\$214,965.00		\$214,965.00							\$0.00	\$214,965.00
		O.T.P.S.	\$40,110.00		\$40,110.00							\$0.00	\$40,110.00
	8501 - Office On Aging Admin Total		\$255,075.00	\$0.00	\$255,075.00							\$0.00	\$255,075.00
	8601 - Public Health Admin	O.T.P.S.	\$375,000.00		\$375,000.00							\$0.00	\$375,000.00
	8601 - Public Health Admin Total		\$375,000.00	\$0.00	\$375,000.00							\$0.00	\$375,000.00
	8701 - Animal Protection	O.T.P.S.	\$75,000.00		\$75,000.00							\$0.00	\$75,000.00
	8701 - Animal Protection Total		\$75,000.00	\$0.00	\$75,000.00							\$0.00	\$75,000.00
	9101 - Municipal Court	Personal Services	\$1,374,379.00		\$1,374,379.00							\$0.00	\$1,374,379.00
		O.T.P.S.	\$182,500.00		\$182,500.00							\$0.00	\$182,500.00
	9101 - Municipal Court Total		\$1,556,879.00	\$0.00	\$1,556,879.00							\$0.00	\$1,556,879.00
101 - General Total			\$62,231,293.00	\$404,000.00	\$62,635,293.00	\$222,170.00	\$750,000.00	\$250,000.00	\$1,476,170.00	\$0.00	\$0.00	\$2,698,340.00	\$65,333,633.00
201 - Street Constr, Maint	6201 - Maint,Service Admin	Personal Services	\$42,335.00		\$42,335.00							\$0.00	\$42,335.00
	6201 - Maint,Service Admin Total		\$42,335.00	\$0.00	\$42,335.00							\$0.00	\$42,335.00
	6208 - Maint,Street Maintenance	Personal Services	\$102,444.00		\$102,444.00							\$0.00	\$102,444.00
		O.T.P.S.	\$500.00		\$500.00							\$0.00	\$500.00
	6208 - Maint,Street Maintenance Total		\$102,944.00	\$0.00	\$102,944.00							\$0.00	\$102,944.00
	6208- Maint, Street Maintenance	Capital	\$0.00		\$0.00					\$302,000.27		\$302,000.27	\$302,000.27
	6208 - Maint,Street Maintenance Total		\$0.00	\$0.00	\$0.00					\$302,000.27		\$302,000.27	\$302,000.27
	6211 - Maint,Traffic Signs & Signals	Capital	\$40,000.00		\$40,000.00							\$0.00	\$40,000.00
	6211 - Maint,Traffic Signs & Signals Total		\$40,000.00	\$0.00	\$40,000.00							\$0.00	\$40,000.00
	6213 - Maint,Monticello Blvd	O.T.P.S.	\$37,801.00		\$37,801.00							\$0.00	\$37,801.00
	6213 - Maint,Monticello Blvd Total		\$37,801.00	\$0.00	\$37,801.00							\$0.00	\$37,801.00
	6215 - Maint,Road Repaving-State/Cnty	O.T.P.S.	\$1,992.00		\$1,992.00							\$0.00	\$1,992.00
	6215 - Maint,Road Repaving-State/Cnty Total		\$1,992.00	\$0.00	\$1,992.00							\$0.00	\$1,992.00
	6220 - Maint,Taylor Road	O.T.P.S.	\$63,800.00		\$63,800.00							\$0.00	\$63,800.00
	6220 - Maint,Taylor Road Total		\$63,800.00	\$0.00	\$63,800.00							\$0.00	\$63,800.00
	6236 - Maint,Annual Street Surface	Capital	\$4,000,000.00	\$1,500,000.00	\$5,500,000.00							\$0.00	\$5,500,000.00
	6236 - Maint,Annual Street Surface Total		\$4,000,000.00	\$1,500,000.00	\$5,500,000.00							\$0.00	\$5,500,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026 #	Adjustments YTD	Amended Budget
	6312 - Maint,Meadowbrook Blvd Rehab	O.T.P.S.	\$118,921.00		\$118,921.00							\$0.00	\$118,921.00
	6312 - Maint,Meadowbrook Blvd Rehab Total		\$118,921.00	\$0.00	\$118,921.00							\$0.00	\$118,921.00
201 - Street Constr, Maint Total			\$4,407,793.00	\$1,500,000.00	\$5,907,793.00	\$0.00	\$0.00	\$0.00	\$0.00	\$302,000.27	\$0.00	\$302,000.27	\$6,209,793.27
206 - Law Enforcement	7205 - Law Enforcement	O.T.P.S.	\$64,200.00		\$64,200.00							\$0.00	\$64,200.00
	7205 - Law Enforcement Total		\$64,200.00	\$0.00	\$64,200.00							\$0.00	\$64,200.00
	7210 - Law Enforcement Grants	Capital	\$41,400.00		\$41,400.00							\$0.00	\$41,400.00
	7210 - Law Enforcement Grants Total		\$41,400.00	\$0.00	\$41,400.00							\$0.00	\$41,400.00
206 - Law Enforcement Total			\$105,600.00	\$0.00	\$105,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,600.00
207 - Drug Law Enforcement	7206 - Drug Law Enforcement	Personal Services	\$62,000.00		\$62,000.00							\$0.00	\$62,000.00
		O.T.P.S.	\$107,500.00		\$107,500.00							\$0.00	\$107,500.00
		Capital	\$45,000.00		\$45,000.00							\$0.00	\$45,000.00
	7206 - Drug Law Enforcement Total		\$214,500.00	\$0.00	\$214,500.00							\$0.00	\$214,500.00
207 - Drug Law Enforcement Total			\$214,500.00	\$0.00	\$214,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$214,500.00
208 - CDBG Resource	5201 - CDBG Financial Admin	Personal Services	\$7,437.00		\$7,437.00							\$0.00	\$7,437.00
	5201 - CDBG Financial Admin Total		\$7,437.00	\$0.00	\$7,437.00							\$0.00	\$7,437.00
	5203 - CDBG Admin Contracts	O.T.P.S.	\$460,000.00		\$460,000.00							\$0.00	\$460,000.00
		Capital	\$570,000.00		\$570,000.00							\$0.00	\$570,000.00
	5203 - CDBG Admin Contracts Total		\$1,030,000.00	\$0.00	\$1,030,000.00							\$0.00	\$1,030,000.00
	5220 - CDBG Office On Aging	Personal Services	\$40,510.00		\$40,510.00							\$0.00	\$40,510.00
	5220 - CDBG Office On Aging Total		\$40,510.00	\$0.00	\$40,510.00							\$0.00	\$40,510.00
	5222 - Economic Development	Personal Services	\$149,300.00		\$149,300.00							\$0.00	\$149,300.00
		O.T.P.S.	\$1,295,000.00		\$1,295,000.00							\$0.00	\$1,295,000.00
	5222 - Economic Development Total		\$1,444,300.00	\$0.00	\$1,444,300.00							\$0.00	\$1,444,300.00
	5224 - CDBG Admin	Personal Services	\$152,255.00		\$152,255.00							\$0.00	\$152,255.00
		O.T.P.S.	\$19,500.00		\$19,500.00							\$0.00	\$19,500.00
	5224 - CDBG Admin Total		\$171,755.00	\$0.00	\$171,755.00							\$0.00	\$171,755.00
	5225 - CDBG Parkland	O.T.P.S.	\$207,000.00		\$207,000.00							\$0.00	\$207,000.00
	5225 - CDBG Parkland Total		\$207,000.00	\$0.00	\$207,000.00							\$0.00	\$207,000.00
	5228 - CDBG Public Works	O.T.P.S.	\$146,486.00		\$146,486.00							\$0.00	\$146,486.00
		Capital	\$489,394.00		\$489,394.00							\$0.00	\$489,394.00
	5228 - CDBG Public Works Total		\$635,880.00	\$0.00	\$635,880.00							\$0.00	\$635,880.00
	5301 - CDBG Home Repair Resource	O.T.P.S.	\$233,536.00		\$233,536.00							\$0.00	\$233,536.00
	5301 - CDBG Home Repair Resource Total		\$233,536.00	\$0.00	\$233,536.00							\$0.00	\$233,536.00
	5303 - CDBG Housing Pres Office	Personal Services	\$365,119.00		\$365,119.00							\$0.00	\$365,119.00
		O.T.P.S.	\$588,500.00		\$588,500.00							\$0.00	\$588,500.00
	5303 - CDBG Housing Pres Office Total		\$953,619.00	\$0.00	\$953,619.00							\$0.00	\$953,619.00
	5304 - CDBG Code Enforcement	Personal Services	\$143,106.00		\$143,106.00							\$0.00	\$143,106.00
	5304 - CDBG Code Enforcement Total		\$143,106.00	\$0.00	\$143,106.00							\$0.00	\$143,106.00
	5306 - CDBG Neighborhood Relate	Personal Services	\$2,934.00		\$2,934.00							\$0.00	\$2,934.00
	5306 - CDBG Neighborhood Relate Total		\$2,934.00	\$0.00	\$2,934.00							\$0.00	\$2,934.00
	5309 - GIS	Personal Services	\$59,125.00		\$59,125.00							\$0.00	\$59,125.00
		Capital	\$5,500.00		\$5,500.00							\$0.00	\$5,500.00
	5309 - GIS Total		\$64,625.00	\$0.00	\$64,625.00							\$0.00	\$64,625.00
	8407 - Child Care/Summer Program	O.T.P.S.	\$21,000.00		\$21,000.00							\$0.00	\$21,000.00
	8407 - Child Care/Summer Program Total		\$21,000.00	\$0.00	\$21,000.00							\$0.00	\$21,000.00
208 - CDBG Resource Total			\$4,955,702.00	\$0.00	\$4,955,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,955,702.00
211 - Home Program	5503 - HOME Admin	O.T.P.S.	\$765,000.00		\$765,000.00							\$0.00	\$765,000.00
	5503 - HOME Admin Total		\$765,000.00	\$0.00	\$765,000.00							\$0.00	\$765,000.00
	5504 - Contingency-HOME	O.T.P.S.	\$600,000.00		\$600,000.00							\$0.00	\$600,000.00
	5504 - Contingency-HOME Total		\$600,000.00	\$0.00	\$600,000.00							\$0.00	\$600,000.00
211 - Home Program Total			\$1,365,000.00	\$0.00	\$1,365,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,365,000.00
213 - Police Facility Impr Fund	7201 - Police Admin	O.T.P.S.	\$21,000.00		\$21,000.00							\$0.00	\$21,000.00
	7201 - Police Admin Total		\$21,000.00	\$0.00	\$21,000.00							\$0.00	\$21,000.00
213 - Police Facility Impr Fund Total			\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
214 - Local Programming	2108 - General Operations	O.T.P.S.	\$74,000.00		\$74,000.00							\$0.00	\$74,000.00
	2108 - General Operations Total		\$74,000.00	\$0.00	\$74,000.00							\$0.00	\$74,000.00
	2201 - Information Technology	Capital	\$25,000.00		\$25,000.00							\$0.00	\$25,000.00
	2201 - Information Technology Total		\$25,000.00	\$0.00	\$25,000.00							\$0.00	\$25,000.00
	2502 - Public Relations	Personal Services	\$15,450.00		\$15,450.00							\$0.00	\$15,450.00
	2502 - Public Relations Total		\$15,450.00	\$0.00	\$15,450.00							\$0.00	\$15,450.00
	2601 - Cable TV Admin	Personal Services	\$60.00		\$60.00							\$0.00	\$60.00
		O.T.P.S.	\$207,400.00		\$207,400.00							\$0.00	\$207,400.00
		Capital	\$119,000.00		\$119,000.00							\$0.00	\$119,000.00
	2601 - Cable TV Admin Total		\$326,460.00	\$0.00	\$326,460.00							\$0.00	\$326,460.00
214 - Local Programming Total			\$440,910.00	\$0.00	\$440,910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$440,910.00
215 - Cain Park Operating	8901 - Cain Park Admin/Start-Up	Personal Services	\$379,608.00		\$379,608.00							\$0.00	\$379,608.00
		O.T.P.S.	\$2,079,700.00		\$2,079,700.00							\$0.00	\$2,079,700.00
	8901 - Cain Park Admin/Start-Up Total		\$2,459,308.00	\$0.00	\$2,459,308.00							\$0.00	\$2,459,308.00
	8905 - Arts Festival/Art Gallery	O.T.P.S.	\$54,000.00		\$54,000.00							\$0.00	\$54,000.00
	8905 - Arts Festival/Art Gallery Total		\$54,000.00	\$0.00	\$54,000.00							\$0.00	\$54,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #68-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026 #	Adjustments YTD	Amended Budget
	8906 - Theater	O.T.P.S.	\$164,500.00		\$164,500.00							\$0.00	\$164,500.00
	8906 - Theater Total		\$164,500.00	\$0.00	\$164,500.00							\$0.00	\$164,500.00
215 - Cain Park Operating Total			\$2,677,808.00	\$0.00	\$2,677,808.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,677,808.00
216 - Rec Fac Imp Fund	8301 - Park Maintenance Admin	O.T.P.S.	\$209,000.00		\$209,000.00							\$0.00	\$209,000.00
	8301 - Park Maintenance Admin Total		\$209,000.00	\$0.00	\$209,000.00							\$0.00	\$209,000.00
216 - Rec Fac Imp Fund Total			\$209,000.00	\$0.00	\$209,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$209,000.00
221 - Indigent DUI Treatment	9101 - Municipal Court	O.T.P.S.	\$14,500.00		\$14,500.00							\$0.00	\$14,500.00
	9101 - Municipal Court Total		\$14,500.00	\$0.00	\$14,500.00							\$0.00	\$14,500.00
221 - Indigent DUI Treatment Total			\$14,500.00	\$0.00	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,500.00
222 - Muni Ct-Computerization	9101 - Municipal Court	Personal Services	\$9,816.00		\$9,816.00							\$0.00	\$9,816.00
		O.T.P.S.	\$40,000.00		\$40,000.00							\$0.00	\$40,000.00
		Capital	\$15,000.00		\$15,000.00							\$0.00	\$15,000.00
	9101 - Municipal Court Total		\$64,816.00	\$0.00	\$64,816.00							\$0.00	\$64,816.00
222 - Muni Ct-Computerization Total			\$64,816.00	\$0.00	\$64,816.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,816.00
225 - Muni Ct Special Projects	9101 - Municipal Court	Personal Services	\$24,879.00		\$24,879.00							\$0.00	\$24,879.00
		O.T.P.S.	\$33,500.00		\$33,500.00							\$0.00	\$33,500.00
		Capital	\$55,000.00		\$55,000.00							\$0.00	\$55,000.00
	9101 - Municipal Court Total		\$113,379.00	\$0.00	\$113,379.00							\$0.00	\$113,379.00
225 - Muni Ct Special Projects Total			\$113,379.00	\$0.00	\$113,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$113,379.00
226 - Lead Safe Cuyahoga	5303 - CDBG Housing Pres Office	Personal Services	\$46,127.00		\$46,127.00	\$78,897.50						\$78,897.50	\$125,024.50
	5303 - CDBG Housing Pres Office Total		\$46,127.00	\$0.00	\$46,127.00							\$78,897.50	\$125,024.50
	5701 - Housing Program Grants	Personal Services	\$47,042.00		\$47,042.00	\$75,845.00						\$75,845.00	\$122,887.00
		O.T.P.S.	\$100,000.00		\$100,000.00							\$0.00	\$100,000.00
	5701 - Housing Program Grants Total		\$147,042.00	\$0.00	\$147,042.00							\$75,845.00	\$222,887.00
226 - Lead Safe Cuyahoga Total			\$193,169.00	\$0.00	\$193,169.00	\$154,742.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$154,742.50	\$347,911.50
228 - CDBG-COVID	5203 - CDBG Admin Contracts	O.T.P.S.	\$100,000.00		\$100,000.00							\$0.00	\$100,000.00
	5203 - CDBG Admin Contracts Total		\$100,000.00	\$0.00	\$100,000.00							\$0.00	\$100,000.00
	5220 - CDBG Office On Aging	O.T.P.S.	\$2,352.00		\$2,352.00							\$0.00	\$2,352.00
	5220 - CDBG Office On Aging Total		\$2,352.00	\$0.00	\$2,352.00							\$0.00	\$2,352.00
	5224 - CDBG Admin	O.T.P.S.	\$12,460.00		\$12,460.00							\$0.00	\$12,460.00
	5224 - CDBG Admin Total		\$12,460.00	\$0.00	\$12,460.00							\$0.00	\$12,460.00
	5228 - CDBG Public Works	Capital	\$93,038.00		\$93,038.00							\$0.00	\$93,038.00
	5228 - CDBG Public Works Total		\$93,038.00	\$0.00	\$93,038.00							\$0.00	\$93,038.00
228 - CDBG-COVID Total			\$207,850.00	\$0.00	\$207,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207,850.00
230 - Street Lighting	3101 - Finance	O.T.P.S.	\$15,000.00		\$15,000.00							\$0.00	\$15,000.00
	3101 - Finance Total		\$15,000.00	\$0.00	\$15,000.00							\$0.00	\$15,000.00
	6211 - Traffic Signs & Signals	O.T.P.S.	\$1,025,000.00		\$1,025,000.00							\$0.00	\$1,025,000.00
	6211 - Traffic Signs & Signals Total		\$1,025,000.00	\$0.00	\$1,025,000.00							\$0.00	\$1,025,000.00
230 - Street Lighting Total			\$1,040,000.00	\$0.00	\$1,040,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,000.00
231 - Tree	8801 - Forestry	Personal Services	\$918,965.00		\$918,965.00							\$0.00	\$918,965.00
		O.T.P.S.	\$503,505.00		\$503,505.00							\$0.00	\$503,505.00
		Capital	\$302,000.00		\$302,000.00							\$0.00	\$302,000.00
	8801 - Forestry Total		\$1,724,470.00	\$0.00	\$1,724,470.00							\$0.00	\$1,724,470.00
231 - Tree Total			\$1,724,470.00	\$0.00	\$1,724,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,724,470.00
232 - Police Pension	7201 - Police Admin	Personal Services	\$382,650.00		\$382,650.00							\$0.00	\$382,650.00
	7201 - Police Admin Total		\$382,650.00	\$0.00	\$382,650.00							\$0.00	\$382,650.00
232 - Police Pension Total			\$382,650.00	\$0.00	\$382,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,650.00
233 - Fire Pension	7301 - Fire Admin	Personal Services	\$382,650.00		\$382,650.00							\$0.00	\$382,650.00
	7301 - Fire Admin Total		\$382,650.00	\$0.00	\$382,650.00							\$0.00	\$382,650.00
233 - Fire Pension Total			\$382,650.00	\$0.00	\$382,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$382,650.00
234 - Earned Benefits	2108 - General Operations	Personal Services	\$300,000.00		\$300,000.00							\$0.00	\$300,000.00
	2108 - General Operations Total		\$300,000.00	\$0.00	\$300,000.00							\$0.00	\$300,000.00
234 - Earned Benefits Total			\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
240 - Federal Miscellaneous Grants	5101 - Planning	O.T.P.S.	\$1,500,000.00		\$1,500,000.00							\$0.00	\$1,500,000.00
	5101 - Planning Total		\$1,500,000.00	\$0.00	\$1,500,000.00							\$0.00	\$1,500,000.00
	7201 - Police Admin	Personal Services	\$48,411.00		\$48,411.00	\$300,000.00						\$0.00	\$48,411.00
		Capital	\$0.00		\$0.00							\$300,000.00	\$300,000.00
	7201 - Police Admin Total		\$48,411.00	\$0.00	\$48,411.00							\$300,000.00	\$348,411.00
240 - Federal Miscellaneous Grants Total			\$1,548,411.00	\$0.00	\$1,548,411.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$1,848,411.00
244 - NOPEC Fund	3101 - Finance	O.T.P.S.	\$0.00	\$230,000.00	\$230,000.00							\$0.00	\$230,000.00
	3101 - Finance Total		\$0.00	\$230,000.00	\$230,000.00							\$0.00	\$230,000.00
244 - NOPEC Fund Total			\$0.00	\$230,000.00	\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
260 - Top of the Hill TIFF Fund	3101 - Finance	O.T.P.S.	\$0.00	\$1,500,000.00	\$1,500,000.00							\$0.00	\$1,500,000.00
	3101 - Finance Total		\$0.00	\$1,500,000.00	\$1,500,000.00							\$0.00	\$1,500,000.00
260 - Top of the Hill TIFF Total			\$0.00	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026	Adjustments YTD	Amended Budget
301 - G.O. Bond Retirement	3101 - Finance	O.T.P.S.	\$3,164,927.00		\$3,164,927.00							\$0.00	\$3,164,927.00
	3101 - Finance Total		\$3,164,927.00	\$0.00	\$3,164,927.00							\$0.00	\$3,164,927.00
301 - G.O. Bond Retirement Total			\$3,164,927.00	\$0.00	\$3,164,927.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,164,927.00
402 - Financed Capital Projects	1101 - City Council	Capital	\$3,700.00		\$3,700.00							\$0.00	\$3,700.00
	1101 - City Council Total		\$3,700.00	\$0.00	\$3,700.00							\$0.00	\$3,700.00
	2201 - Information Technology	Capital	\$759,107.00		\$759,107.00							\$0.00	\$759,107.00
	2201 - Information Technology Total		\$759,107.00	\$0.00	\$759,107.00							\$0.00	\$759,107.00
	5101 - Planning	Capital	\$1,236,000.00		\$1,236,000.00		\$750,000.00					\$750,000.00	\$1,986,000.00
	5101 - Planning Total		\$1,236,000.00	\$0.00	\$1,236,000.00		\$750,000.00					\$750,000.00	\$1,986,000.00
	6201 - Service Admin	Capital	\$1,673,500.00	(\$67,500.00)	\$1,606,000.00							\$0.00	\$1,606,000.00
	6201 - Service Admin Total		\$1,673,500.00	(\$67,500.00)	\$1,606,000.00							\$0.00	\$1,606,000.00
	7201 - Police Admin	Capital	\$412,512.00		\$412,512.00							\$0.00	\$412,512.00
	7201 - Police Admin Total		\$412,512.00	\$0.00	\$412,512.00							\$0.00	\$412,512.00
	7301 - Fire Admin	Capital	\$190,000.00		\$190,000.00							\$0.00	\$190,000.00
	7301 - Fire Admin Total		\$190,000.00	\$0.00	\$190,000.00							\$0.00	\$190,000.00
	7402 - Housing Inspections	Capital	\$3,000.00		\$3,000.00							\$0.00	\$3,000.00
	7402 - Housing Inspections Total		\$3,000.00	\$0.00	\$3,000.00							\$0.00	\$3,000.00
	8201 - Public Prop/Park Maint	Capital	\$1,234,950.00		\$1,234,950.00							\$0.00	\$1,234,950.00
	8201 - Public Prop/Park Maint Total		\$1,234,950.00	\$0.00	\$1,234,950.00							\$0.00	\$1,234,950.00
	8403 - Swimming Pools	Capital	\$0.00		\$0.00					\$300,000.00	\$1,000,000.00	\$1,300,000.00	\$1,300,000.00
	8201 - Public Prop/Park Maint Total		\$0.00	\$0.00	\$0.00					\$300,000.00	\$1,000,000.00	\$1,300,000.00	\$1,300,000.00
402 - Financed Capital Projects Total			\$5,512,769.00	(\$67,500.00)	\$5,445,269.00	\$0.00	\$750,000.00	\$0.00	\$0.00	\$300,000.00	\$1,000,000.00	\$2,050,000.00	\$7,495,269.00
411 - Economic Development	5101 - Planning	O.T.P.S.	\$151,850.00		\$151,850.00							\$0.00	\$151,850.00
	5101 - Planning	Capital	\$60,000.00		\$60,000.00							\$0.00	\$60,000.00
	5101 - Planning Total		\$211,850.00	\$0.00	\$211,850.00							\$0.00	\$211,850.00
411 - Economic Development Total			\$211,850.00	\$0.00	\$211,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$211,850.00
412 - City Hall Maint & Repair	2102 - City Hall Maint/Repair	O.T.P.S.	\$21,000.00		\$21,000.00							\$0.00	\$21,000.00
	2102 - City Hall Maint/Repair Total		\$21,000.00	\$0.00	\$21,000.00							\$0.00	\$21,000.00
412 - City Hall Maint & Repair Total			\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,000.00
416 - Refuse Capital Fund	6203 - Refuse Coll/Transfer Sta	Capital	\$1,015,000.00	\$1,050,000.00	\$2,065,000.00							\$0.00	\$2,065,000.00
	6203 - Refuse Coll/Transfer Sta Total		\$1,015,000.00	\$1,050,000.00	\$2,065,000.00							\$0.00	\$2,065,000.00
416 - Refuse Capital Fund Total			\$1,015,000.00	\$1,050,000.00	\$2,065,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,065,000.00
601 - Water Administration	6302 - Water Distribution	Capital	\$1,914,540.00		\$1,914,540.00							\$0.00	\$1,914,540.00
	6302 - Water Distribution Total		\$1,914,540.00	\$0.00	\$1,914,540.00							\$0.00	\$1,914,540.00
	6314 - Runnymede/Quilliams Wtr	O.T.P.S.	\$20,206.00		\$20,206.00							\$0.00	\$20,206.00
	6314 - Runnymede/Quilliams Wtr Total		\$20,206.00	\$0.00	\$20,206.00							\$0.00	\$20,206.00
601 - Water Administration Total			\$1,934,746.00	\$0.00	\$1,934,746.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,934,746.00
602 - Sewerage Disposal	6205 - Sewer Maintenance	Personal Services	\$1,530,953.00		\$1,530,953.00							\$0.00	\$1,530,953.00
		O.T.P.S.	\$792,350.00		\$792,350.00							\$0.00	\$792,350.00
		Capital	\$8,767,000.00		\$8,767,000.00							\$0.00	\$8,767,000.00
		Non-Government	\$10,000.00		\$10,000.00							\$0.00	\$10,000.00
	6205 - Sewer Maintenance Total		\$11,100,303.00	\$0.00	\$11,100,303.00							\$0.00	\$11,100,303.00
602 - Sewerage Disposal Total			\$11,100,303.00	\$0.00	\$11,100,303.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,100,303.00
603 - Parking Fund	6210 - Parking Department	O.T.P.S.	\$803,000.00		\$803,000.00							\$0.00	\$803,000.00
		Non-Government	\$2,500.00		\$2,500.00							\$0.00	\$2,500.00
	6210 - Parking Department Total		\$805,500.00	\$0.00	\$805,500.00							\$0.00	\$805,500.00
603 - Parking Fund Total			\$805,500.00	\$0.00	\$805,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$805,500.00
605 - Refuse Fund	6203 - Refuse Coll/Transfer Sta	Personal Services	\$2,835,862.00		\$2,835,862.00							\$0.00	\$2,835,862.00
		O.T.P.S.	\$1,536,723.00		\$1,536,723.00							\$0.00	\$1,536,723.00
		Capital	\$25,000.00		\$25,000.00							\$0.00	\$25,000.00
	6203 - Refuse Coll/Transfer Sta Total		\$4,397,585.00	\$0.00	\$4,397,585.00							\$0.00	\$4,397,585.00
605 - Refuse Fund Total			\$4,397,585.00	\$0.00	\$4,397,585.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,397,585.00
606 - ALS Ambulance Services	7304 - ALS Ambulance Services	Personal Services	\$651,746.00		\$651,746.00							\$0.00	\$651,746.00
		O.T.P.S.	\$587,760.00		\$587,760.00							\$0.00	\$587,760.00
		Capital	\$261,986.00		\$261,986.00							\$0.00	\$261,986.00
	7304 - ALS Ambulance Services Total		\$1,501,492.00	\$0.00	\$1,501,492.00							\$0.00	\$1,501,492.00
606 - ALS Ambulance Services Total			\$1,501,492.00	\$0.00	\$1,501,492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,501,492.00
701 - Hospitalization Self-Ins	3101 - Finance	Personal Services	\$10,128,787.00		\$10,128,787.00							\$0.00	\$10,128,787.00
	3101 - Finance Total		\$10,128,787.00	\$0.00	\$10,128,787.00							\$0.00	\$10,128,787.00
701 - Hospitalization Self-Ins Total			\$10,128,787.00	\$0.00	\$10,128,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,128,787.00
804 - Off/Aging Donations	8501 - Office On Aging Admin	O.T.P.S.	\$1,750.00		\$1,750.00							\$0.00	\$1,750.00
	8501 - Office On Aging Admin Total		\$1,750.00	\$0.00	\$1,750.00							\$0.00	\$1,750.00
804 - Off/Aging Donations Total			\$1,750.00	\$0.00	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,750.00
808 - Youth Recreation Donation	8101 - Community Services Admin	Non-Government	\$20,000.00		\$20,000.00							\$0.00	\$20,000.00
	8101 - Community Services Admin Total		\$20,000.00	\$0.00	\$20,000.00							\$0.00	\$20,000.00
808 - Youth Recreation Donation Total			\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
811 - Juvenile Diversion Prog	7209 - Juvenile Diversion Prog	O.T.P.S.	\$12,000.00		\$12,000.00							\$0.00	\$12,000.00
	7209 - Juvenile Diversion Prog Total		\$12,000.00	\$0.00	\$12,000.00							\$0.00	\$12,000.00

2026 Budget Appropriations

Fund	Account Code & Category	Account Classification	2026 Original	Adjustments	2026 Amended Budget	Budget Adj. 1/20/26 Ordinance #8-2026	Budget Adj. 3/26/26 Ordinance #65-2026	Budget Adj. 5/4/26 Ordinance #97-2026	Budget Adj. 6/1/26 Ordinance #111-2026	Budget Adj. 6/15/26 Ordinance #120-2026	Budget Adj. 6/26/26 Ordinance #132-2026	Adjustments YTD	Amended Budget
811 - Juvenile Diversion Prog Total			\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00
850 - Flexible Spending Account	3101 - Finance	Personal Services	\$234,352.00		\$234,352.00							\$0.00	\$234,352.00
	3101 - Finance Total		\$234,352.00	\$0.00	\$234,352.00							\$0.00	\$234,352.00
850 - Flexible Spending Account Total			\$234,352.00	\$0.00	\$234,352.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234,352.00
858 - Miscellaneous Agency	7201 - Police Admin	O.T.P.S.	\$50,000.00		\$50,000.00							\$0.00	\$50,000.00
	7201 - Police Admin Total		\$50,000.00	\$0.00	\$50,000.00							\$0.00	\$50,000.00
	7401 - Building Services	Non-Government	\$14,000.00		\$14,000.00							\$0.00	\$14,000.00
	7401 - Building Services Total		\$14,000.00	\$0.00	\$14,000.00							\$0.00	\$14,000.00
858 - Miscellaneous Agency Total			\$64,000.00	\$0.00	\$64,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,000.00
Grand Total			\$122,726,562.00	\$4,616,500.00	\$127,343,062.00	\$676,912.50	\$1,500,000.00	\$250,000.00	\$1,476,170.00	\$602,000.27	\$1,000,000.00	\$5,505,082.77	\$132,848,144.77

Proposed: 06/26/2026

RESOLUTION NO. 133-2026(F), *Second Reading*

By Mayor Petras

A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of street lighting within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by the adoption of Resolution No. 100-2026, declared the necessity of assessing a portion of the expense of street lighting within the City of Cleveland Heights; and

WHEREAS, the City may receive written objections to the estimated assessments on file with the Director of Finance; and

WHEREAS, it is necessary for this Council, pursuant to Ohio Revised Code Section 727.16, to appoint an Assessment Equalization Board to hear said objections and to fix the time and place for the hearing upon said objections.

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

SECTION 1. Rich Petrunyak (Lyndhurst), John Potts (Shaker Heights), and Larry Heiser (Beachwood) who are disinterested freeholders in Cuyahoga County but outside the City of Cleveland Heights, are hereby appointed to act as an Assessment Equalization Board to hear and determine all timely written objections to the estimated assessments on file with the Director of Finance and to equalize such estimated assessments as it thinks proper to conform to the standards prescribed in Resolution No.100-2026 and to perform all other duties set forth in Section 727.16 of the Ohio Revised Code.

SECTION 2. The Board shall meet to hear said objections. The Mayor is hereby designated to fix the date and time of said hearing. Notice shall be given pursuant to Section 727.16 of the Ohio Revised Code. Upon the completion of such equalization, the Board shall report its recommendations to City Council.

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

SECTION 4. Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper

RESOLUTION NO. 133-2026(F)

of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being that the assessment must be filed with the Cuyahoga County Fiscal Officer by September 14, 2026, if it is to be added to the 2026 Tax Duplicate. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor

Proposed: 06/26/2026

RESOLUTION NO. 134-2026(F), *First Reading*

By Mayor Petras

A Resolution appointing an Assessment Equalization Board to hear objections relative to the estimated assessments for a portion of the expense of improvement of streets and parkways including grading, draining, curbing, paving, repaving, repairing, sweeping or cleaning thereof, removing snow therefrom, and planting, maintaining and removing shade trees thereon within the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council, by the adoption of Resolution No. 101-2026, declared the necessity of assessing a portion of the expense of improvement of streets and parkways including grading, draining, curbing, paving, repaving, repairing, sweeping or cleaning thereof, removing snow therefrom, and planting, maintaining and removing shade trees thereon within the City of Cleveland Heights; and

WHEREAS, the City may receive written objections to the estimated assessments on file with the Director of Finance; and

WHEREAS, it is necessary for this Council, pursuant to Ohio Revised Code Section 727.16, to appoint an Assessment Equalization Board to hear said objections and to fix the time and place for the hearing upon said objections.

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

SECTION 1. Rich Petrunyak (Lyndhurst), John Potts (Shaker Heights), and Larry Heiser (Beachwood) who are disinterested freeholders in Cuyahoga County but outside the City of Cleveland Heights, are hereby appointed to act as an Assessment Equalization Board to hear and determine all timely written objections to the estimated assessments on file with the Director of Finance and to equalize such estimated assessments as it thinks proper to conform to the standards prescribed in Resolution No. 100-2026 and to perform all other duties set forth in Section 727.16 of the Ohio Revised Code.

SECTION 2. The Board shall meet to hear said objections. The Mayor is hereby designated to fix the date and time of said hearing. Notice shall be given pursuant to Section 727.16 of the Ohio Revised Code. Upon the completion of such equalization, the Board shall report its recommendations to City Council.

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

RESOLUTION NO. 134-2026(F)

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

SECTION 5. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being that the assessment must be filed with the Cuyahoga County Fiscal Officer by September 14, 2026, if it is to be added to the 2024 Tax Duplicate. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

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

JIM PETRAS
Mayor