



May 20, 2024
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. April 15, 2024
 - b. April 25, 2024
- 6) Communications from the Mayor
- 7) City Administrator's Report
- 8) Departmental Report(s)
- 9) **Public Comment - Legislative Agenda Items only**
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).
- 10) **Public Comment - General**
(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce the time limit based on the volume of business on the agenda).
- 11) **LEGISLATION**
Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and

Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 083-2024(PSH): First Reading. A Resolution authorizing the Mayor to execute an agreement with the Cities of Shaker Heights, Richmond Heights, South Euclid and University Heights to establish and participate in a mental health crisis assistance program to be entitled the First CALL (for Crisis Assistance and Local Link) Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 084-2024(F): First Reading. A Resolution declaring the necessity of assessing a portion of the expense of street lighting; and declaring an emergency.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 085-2024(F): First Reading. A Resolution declaring the necessity of assessing a portion of the expense of improving streets and parkways, including grading, draining, curbing, paving, repaving, repairing, sweeping, or cleaning thereof, removing snow therefrom, and planting, maintaining, and removing shade trees thereon; and declaring an emergency.

Introduced by Mayor Seren
Move for Adoption

b. First Readings Only

RESOLUTION NO. 086-2024(COTW), First Reading. A Resolution establishing July 2024 as a month of recess for City Council and canceling the July 1, 2024, and July 15, 2024 regular council meetings of the City Council of the City of Cleveland Heights, Ohio; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda and Vice President Russell

ORDINANCE NO. 087-2024(PD): First Reading. An Ordinance amending Chapter 711, "Medical Marijuana," of the Codified Ordinances of the City of Cleveland Heights, Ohio to provide for the licensing of adult-use marijuana

businesses within the City in addition to medical marijuana businesses.

Introduced by Mayor Seren

RESOLUTION NO. 090-2024(AS): First Reading. An Ordinance amending Section 111.10 of Chapter 111 of Title Three of the Administrative Code of the Codified Ordinances of the City of Cleveland Heights.

Introduced by Councilmember Petras

c. Second Readings

ORDINANCE NO. 070-2024(CRR): Second Reading. An Ordinance authorizing and approving the presentation of entertainment programs in Cain Park for the year 2024; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 077-2024(CRR): Second Reading. An Ordinance approving the application filed by the Mayor and authorizing the establishment of a Designated Outdoor Refreshment Area ("DORA").

Introduced by President Cuda and Vice President Russell

ORDINANCE NO. 078-2024(MSES): Second Reading. An Ordinance authorizing the Mayor to take all actions necessary to apply for and accept one or more Northeast Ohio Public Energy Council 2024 Energized Community Grants; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 079-2024(PD): Second Reading. An Ordinance authorizing the Mayor to execute a third amendment to an agreement for the sale of certain real property located at 2228 Noble Road (primary address) consisting of several contiguous parcels; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 080-2024(PD): Second Reading. An Ordinance authorizing the Mayor to enter into a Development Agreement with TWG Development, LLC for the construction of a residential development at 2228 Noble Road (several parcels); and declaring the necessity that this legislation

become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 082-2024(COTW): Second Reading. A Resolution establishing supplemental processes and procedures for City Council development of legislation.

Introduced by President Cuda
Move for Adoption

d. Consent Agenda

RESOLUTION NO. 088-2024(CRR): First Reading. A Resolution declaring June 2024 to be *LGBTQ+ Pride Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 089-2024(CRR): First Reading. A Resolution proclaiming June 7, 2024 to be *National Gun Violence Awareness Day* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Cobb, Councilmember Mattox, Councilmember Larson, Councilmember Petras, and Councilmember Posch

Move to Suspend Rules
Move for Adoption

12) Committee Reports

13) Old Business

14) New Business

15) Council Member Comments

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

16) Council President's Report

Committee Assignments - Councilmember Posch

17) Adjournment

NEXT MEETING OF COUNCIL: JUNE 3, 2024



April 15, 2024
Regular Meeting
7:30 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:35pm

2) Roll Call of Council Members

Present: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

Excused: None

Absent: None

3) Excuse absent members

None

4) Amendments to the Agenda (if necessary)

Motion to amend the agenda to move RES 063-2024 to First Readings-

Consideration of Adoption Requested: Davida Russell

Seconded: Anthony Mattox Jr.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

5) Communications from the Mayor

Request Council to authorize an application for a Designated Outdoor Refreshment Area ("DORA") for the Cedar-Lee Business District.

The Mayor expressed his congratulations to Detective Russ Topin on his retirement after 39 years on the police force. Also congratulated Dee Marsky of Parks and Recreation on her retirement after 32 years of working in the Parks and Recreation Department.

Read a proclamation and congratulated the Heights High School Indoor Track

Team who won the 2024 State Championships.

6) City Administrator's Report

Nothing to report

7) City Departmental Report(s)

Nothing to report

8) Report of the Clerk of Council

Nothing to report

9) Poet Laureate

Siaara Freeman

Read a poem called "For Each of You" by Audre Lorde and one of her poems...
in honor of National Poetry Month.

10) Public Comment - Legislative Agenda Items only

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

None

11) 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.)

Speakers

Lou Radivoyevitch	Citizen	Spoke about the application process for the vacant council seat; had some recommendations.
Gordon Oliver	Citizen	Issues with a garbage/dumpster on Woodridge Rd and the lawn behind an apartment garage on Noble not being mowed.

12) LEGISLATION

Note: The title for each piece of legislation contains a parenthetical reference to

1 the Council Committee within which the subject matter of the legislation falls.
2 Council Committees are abbreviated as follows: (AS)-Administrative Services;
3 (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation;
4 (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and
5 Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public
6 Safety and Health. See Resolution 97-2022 for a list of Council Committee
7 subject matter areas.
8

9 **a. First Readings – Consideration of Adoption Requested**
10

11 **RESOLUTION NO. 054-2024(COTW): First Reading.** A Resolution
12 recognizing and congratulating the Cleveland Heights Lutheran East boys'
13 basketball team for winning their second-straight Division III state
14 championship; and declaring the necessity that this legislation become
15 immediately effective as an emergency measure.
16

17 Introduced by President Cuda, Vice President Russell, Councilmember
18 Larson, Councilmember Cobb, Councilmember Mattox, and Councilmember
19 Petras

20 **Motion to adopt:** Anthony Mattox Jr.

21 **Seconded:** Davida Russell
22

23 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
24 Russell, Jim Petras

25 **No:** None
26

LEGISLATION PASSED

27 **RESOLUTION NO. 063-2024(CRR): First Reading.** A Resolution
28 proclaiming April 28th, 2024, and every April 28th hereafter as *Workers*
29 *Memorial Day*; and declaring the necessity that this legislation become
30 immediately effective as an emergency measure.
31

32 Introduced by Vice President Russell

33 **Motion to adopt:** Anthony Mattox Jr.

34 **Seconded:** Gail Larson
35

36 **Discussion:** VP Russell made brief comments about this piece of legislation
37 which is to memorialize any worker that has died on the job. There is a
38 celebration every year, and it will be in Cleveland Heights this year.
39

40 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida
41 Russell, Jim Petras

42 **No:** None
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LEGISLATION PASSED
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Introduced by Vice President Russell

c. Second Readings

Introduced by Vice President Russell

Seconded: Davida Russell

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

LEGISLATION PASSED

Introduced by Mayor Seren

Seconded: Craig Cobb

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Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras
No: None

LEGISLATION PASSED

d. Consent Agenda

Motion to suspend rules: Anthony Mattox Jr.
Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras
No: None

MOTION PASSED

Motion to adopt: Anthony Mattox Jr.
Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras
No: None

LEGISLATION PASSED

RESOLUTION NO. 056-2024(CRR): First Reading. A Resolution proclaiming May 2024 to be Mary Dunbar Bike Month in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Cobb, Councilmember Mattox, Councilmember Larson, and Councilmember Petras

Legislation passed on consent agenda

RESOLUTION NO. 057-2024(PD): First Reading. A Resolution declaring May 2024 National Preservation Month; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Legislation passed on consent agenda

RESOLUTION NO. 058-2024(CRR): First Reading. A Resolution recognizing May, 2024 to be *Mental Health Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Cobb, Councilmember Mattox, Councilmember Larson, and Councilmember Petras

Legislation passed on consent agenda

RESOLUTION NO. 059-2024(CRR): First Reading. A Resolution recognizing May 5—May 11, 2024 to be *Professional Municipal Clerks Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Cobb, Councilmember Mattox, Councilmember Larson, and Councilmember Petras

Legislation passed on consent agenda

RESOLUTION NO. 060-2024(MSES): First Reading. A Resolution recognizing May 6-10, 2024, as *Air Quality Awareness Week*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Legislation passed on consent agenda

RESOLUTION NO. 061-2024(CRR): First Reading. A Resolution recognizing May, 2024 as National Asian/Pacific American Heritage Month; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Mattox, Councilmember Cobb, Councilmember Larson, and Councilmember Petras

Legislation passed on consent agenda

RESOLUTION NO. 062-2024(CRR): First Reading. A Resolution recognizing April 23, 2024 as *National School Bus Driver Appreciation Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda, Vice President Russell, Councilmember Mattox, Councilmember Cobb, Councilmember Larson, and Councilmember Petras

Legislation passed on consent agenda

RESOLUTION NO. 064-2024(CRR): First Reading. A Resolution proclaiming May 2024 as *Jewish American Heritage Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren, President Cuda, Vice President Russell, Councilmember Petras, Councilmember Cobb, Councilmember Larson, and Councilmember Mattox

Legislation passed on consent agenda

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3 **13) Committee Reports**

4 **HB:** Update from the committee meeting on April 2nd; announced there will be
5 an upcoming special meeting on May 3, as well as a regular meeting May 14th
6 at 5pm.

7 **MSES:** Update from the committee meeting from this morning; update on events
8 coming up. Reminded everybody that the Mayor still has 3 members to appoint
9 to each committee for the new CESC and TCM committees

10 **PD:** Planning and Development Committee will meet Wednesday, May 8 at
11 10am.

12 With personal privilege, VP Russell asked Brian Pearson from the Northshore
13 Area Labor Federation to come up and speak on RES 063-2024 (Workers
14 Memorial Day) and RES 055-2024 (Social Security Fairness Act).

15 **14) Old Business**

16
17 **15) New Business**

18
19 **16) Council Member Comments**

20 **(Note:** Council comments should directly relate to the business of the City of
21 Cleveland Heights, rather than personal reflection or commentary. A maximum
22 3-minute time limit applies, but the Council President may reduce time limit based
23 on the volume of business on the agenda, the time of evening, or other similar
24 factors.)

25 **Mattox:** Shout out to CHUH Public Library system; on June 2 the new Noble Rd
26 Library Branch will have its grand opening!

27 **Russell:** June 29th will be the first tenant-landlord series with Judge Costello and
28 Legal Aid lawyers at the Noble Rd Library Branch at 10 am.

29 **Cobb:** Landmark Commission still has a vacancy and encourages residents to
30 apply.

31 **17) Council President's Report**

32 Review of what was discussed in COTW about the development project on Noble
33 Rd., now being called Nobility Court.

34
35 Gave a brief update regarding the timeline for council appointment to the vacant
36 council seat.

37
38 **Motion to go into executive session to discuss the appointment of a public**
39 **official:** Craig Cobb

40 **Seconded:** Tony Cuda

41
42 **Yes:** Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell,
43 Jim Petras

44 **No:** None

MOTION PASSED

18) Executive Session

a. To consider the appointment of a public official.

19) Adjournment

End: 9:03pm

NEXT MEETING OF COUNCIL: MAY 6, 2024

DRAFT



April 25, 2024
Special Meeting
7:00 PM

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

MEETING MINUTES

1) Meeting called to order by Council President

Start: 7:00 pm

2) Roll Call of Council Members

Present: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

Excused: None

Absent: None

3) Excuse absent members

4) Amendments to the Agenda (if necessary)

Motion to enter executive session to consider the appointment of a public official: Craig Cobb

Seconded: Anthony Mattox Jr.

Yes: Craig Cobb, Tony Cuda, Gail Larson, Anthony Mattox Jr., Davida Russell, Jim Petras

No: None

MOTION PASSED

Executive Session Start: 7:01 pm

Executive Session End: 7:46 pm

5) Appointment of new City Council Member to fill vacancy

Motion to appoint Jim Posch to the council vacancy: Craig Cobb

Seconded: Gail Larson

Yes: Craig Cobb, Tony Cuda, Gail Larson, Davida Russell, Jim Petras

No: Anthony Mattox Jr.

MOTION PASSED

1 **6) Adjournment**

2 End: 7:48 pm

3

4 **NEXT REGULAR MEETING OF COUNCIL: MAY 6, 2024**

DRAFT

Proposed: 05/20/2024

RESOLUTION NO. 083-2024(PSH), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to execute an agreement with the Cities of Shaker Heights, Richmond Heights, South Euclid and University Heights to establish and participate in a mental health crisis assistance program to be entitled the First CALL (for Crisis Assistance and Local Link) Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid and University Heights (the “Cities”) formed a Regional Council of Governments (“COG”) pursuant to Chapter 167 of the Ohio Revised Code entitled the Heights-Hillcrest Communications Center (“HHCC”) to establish and operate a joint Police, Fire and Emergency Medical Services (“EMS”) Communications system for the dispatch of Police, Fire and EMS services in and for the Cities; and

WHEREAS, as of January 1, 2022, HHCC was dissolved and its members joined the Chagrin Valley Dispatch Council (“CVD”) while continuing to operate a separate Cleveland Heights Center within CVD; and

WHEREAS, the City of Shaker Heights created a pilot Mental Health Response Program (“MHRP”) by contracting with MetroHealth System’s Recovery Resources on November 1, 2021, and in November, 2022 Shaker Heights hired a full-time Licensed Independent Social Worker (“LISW”) to continue the work of the MHRP; and

WHEREAS, the MHRP responds to eligible crisis calls simultaneously with but separately from first responders. and engages with persons in crisis and first responders to assist the persons in crisis and provide ongoing follow-up support and referrals to programs; and

WHEREAS, in March, 2023, in response to the success of the MHRP, the Cities expressed interest in establishing a similar program to the MHRP, and have agreed to work together to establish a joint program to be entitled the First CALL (for Crisis Assistance and Local Linkage) Program, to be operated by the City of Shaker Heights on behalf of the five Cities; and

WHEREAS, the Cities applied for and received a grant from the Department of Justice COPS office, FY23 Implementing Crisis Intervention Teams – Community Police Development in the amount of \$399,846.00 as the initial source of funding for the First CALL Program with additional funding from the Alcohol, Drug Addiction and Mental Health Services (ADAMHS) Board of Cuyahoga County (\$523,131.00), the George Gund Foundation (\$200,000.00) and Cuyahoga County (\$75,000.00), and while seeking

RESOLUTION NO. 083-2024(PSH)

additional outside funding the Cities have agreed to provide funding to contribute to the start up and operation of the Program; and

WHEREAS, Shaker Heights is separately entering into a contract on behalf of the Cities with Recovery Resources, affiliated with the MetroHealth System, to hire and train staff for the Program, with the extent of services to be provided subject to grant funding and City contributions; and

WHEREAS, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists who will work in the Program in the five Cities and at the joint dispatch center operated by CVD; and

WHEREAS, for year one of the Program each City including Cleveland Heights will contribute Fourteen Thousand Seven Hundred Eighty-two Dollars (\$14,782.00), and for the second year Cleveland Heights will make an estimated contribution (based on population) of Sixteen Thousand Eight Hundred Eighty-eight Dollars (\$16,888.00) to the Program; and

WHEREAS, this Council desires to authorize the Mayor to execute an Agreement establishing the First CALL Program, which Agreement shall be substantially in the form of the Agreement attached hereto as **Exhibit "A"**.

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

SECTION 1. This Council hereby authorizes the Mayor to execute an Agreement between and among the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid and University Heights substantially in the form of the Agreement attached hereto as **Exhibit "A"** for the establishment and operation of the First CALL Program for Years One and Two. Participation in subsequent years shall be subject to appropriation of funding by this Council.

SECTION 2. Notice of passage of this Resolution shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need make agreed-upon contributions on a timely basis. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and become immediately effective upon its passage; otherwise it shall take effect and be in force from and after the earliest time allowed by law.

RESOLUTION NO. 083-2024(PSH)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT A

AGREEMENT ESTABLISHING THE CRISIS ASSISTANCE AND LOCAL LINKAGE (CALL) PROGRAM BETWEEN THE CITIES OF CLEVELAND HEIGHTS, RICHMOND HEIGHTS, SHAKER HEIGHTS, SOUTH EUCLID AND UNIVERSITY HEIGHTS

The Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights (hereafter the "Cities" or "Parties") hereby enter this Agreement to establish the Crisis Assistance and Local Linkage (CALL) Program (referred to herein as the "Program") this ____ day of _____, 2024 ("Effective Date").

Whereas, the Cities of Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, and University Heights formed a Regional Council of Governments ("COG"), pursuant to Chapter 167 of the Ohio Revised Code, called the "Heights-Hillcrest Communications Center" ("HHCC"), to establish and operate a joint Police, Fire and Emergency Medical Services ("EMS") communications system for the dispatch of Police, Fire and EMS services in and for the Cities; and

Whereas, as of January 1, 2022, HHCC was dissolved and its members joined the Chagrin Valley Dispatch Council (CVD), while continuing to operate as a separate Cleveland Heights Center within CVD; and

Whereas, the City of Shaker Heights created a pilot Mental Health Response Program (MHRP) by contracting with MetroHealth System's Recovery Resources on November 1, 2021, and in November 2022 Shaker Heights hired a full-time Licensed Independent Social Worker (LISW) to continue the work of the MHRP; and

Whereas, the MHRP responds to eligible crisis calls simultaneously with, and separately from, first responders, engages with persons in crisis and first responders to assist persons in crisis and provide ongoing follow-up and referrals to other programs, to address any barriers to getting help, and to offer ongoing support; and

Whereas, in March 2023, in response to the success of the MHRP, the Cities expressed interest in the establishing a similar program to the MHRP, and have agreed to work together to establish a joint program to be called the Crisis Assistance and Local Linkage (CALL) Program, to be operated by the City of Shaker Heights on behalf of the five Cities; and

Whereas, the Cities applied for and received a grant from the Department of Justice, COPS office, FY23 Implementing Crisis Intervention Teams - Community Police Development in the amount of \$399,846 as the first source of funding for the Program, and are seeking additional funding, and the Cities have agreed to provide funding for the startup and ongoing operation of the Program; and

Whereas, Shaker Heights is separately entering into a contract on behalf of the Cities with Recovery Resources, which is a part of MetroHealth System, to hire and train staffing for the Program, with the extent of services to be provided subject to the funding received from grant sources and the contributions of the Cities; and

Whereas, the intended services will include the hiring by Recovery Resources of licensed mental health professionals and peer support specialists that will work in the Program in the five Cities and at the joint dispatch center operated by CVD; and

Whereas, each Participating City has duly authorized the execution of this Agreement through the adoption of legislation by each City's Council; and

Whereas, Ohio law provides, in Section 9.482, that a political subdivision may enter into an agreement with another political subdivision whereby the contracting political subdivision agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

NOW, THEREFORE, in consideration of the mutual promises herein, the undersigned Cities agree as follows:

I. Purpose of the Program

A. The purpose of the Program is to provide help to the Police and Fire Departments of the Cities in order to better respond to the mental health needs of their communities. Specifically, the Program will embed full-time social workers (or other licensed mental health professionals) and peer support specialists, in teams, with the Cities' Police and Fire Departments, as well as to work independently. They will work with the Police officers and firefighter/paramedics to meet the needs of residents experiencing a mental health crisis, to provide resources and to follow-up initial responses as needed. This includes responding to 911 calls when appropriate. The Program will also place a mental health professional at the joint dispatch center, and provide training in mental health response to Police officers and firefighter/paramedics.

B. The purpose of this Agreement is to formalize the operational relationship between the Parties for the establishment of the Program. It is essential that a cooperative effort between the Parties be established and maintained to ensure an effective and efficient Program to assist first responder operations in the Cities. This Agreement is intended to provide support for the start-up of this new Program, to seek additional funding sources to provide for the operation of the Program, and to foster an efficient and cohesive Program, all as may be amended from time to time in writing by the Cities.

C. Nothing in this Agreement shall be construed as limiting or impeding the basic spirit of cooperation between the Cities, or the operations of each City's Police and Fire Departments within its own City.

II. Term of Agreement and Start-up of the Program

A. This Agreement shall be in full force and effect, beginning on the Effective Date first written above, and ending twenty-four (24) months thereafter. This Agreement shall automatically renew for successive twenty-four (24) month periods for as long as there are two or more Parties continuing membership in the Program, or until this Agreement is terminated as set forth herein. This Agreement may be terminated, or any party may withdraw or be considered to have voluntarily withdrawn, as set forth in Section IX herein.

B. It is the intent of the Parties that the Program shall begin with the hiring and training of staff in May 2024, with the Program beginning in June 2024, possibly with a phase-in of the services as funding and staffing are available. The Program Coordinator (as defined below) shall keep the Parties informed as to the timing and phase-in of the Program start-up. If necessary, adjustments may be made to any dates and timeframes set forth in this Agreement, with the concurrence of the Board.

III. Governance of the Program

A. Advisory Board: The Program shall be governed by an Advisory Board ("the Board") consisting of the Mayor of each City or their designee. The Board shall meet at such times and places as agreed upon by the Board Members. All Board decisions must be approved by a simple majority of the Board, unless otherwise specified in this Agreement. In case of a deadlock, the Cities contributing the majority of the annual budget shall prevail; i.e. the annual contribution of each City on either side of a vote shall be added up, and the position of the side with the greatest contribution shall prevail.

B. Program Operator and Fiscal Agent: The City of Shaker Heights shall serve as the Operator of the Program and Fiscal Agent ("Operator"). The Advisory Board may, by a favorable vote of two-thirds (2/3) of the members, approve another member as Operator and/or Fiscal Agent.

C. Program Coordinator: The Operator shall appoint a Program Coordinator, with the concurrence of the Board ("Coordinator"), who shall be an employee of the Operator, with their salary and benefits paid for through Program funds. The Parties agree that the initial Coordinator shall be Annette Amistadi, an employee of the City of Shaker Heights. The Board may remove the Coordinator at any time by majority vote. The Coordinator shall be responsible for the day-to-day management and operations of the Program, subject to this Agreement.

D. Contracts: The Operator, consistent with the Program Annual Budget described below, may contract or enter into agreements with any person, federal, state or local agency or public or private organization, and any local agency or political sub-division of the state may contract with the Operator, to carry out the purposes of this Agreement. This shall include contracts for grants, loans, contributions, and any other assistance available from Cuyahoga County, the State of Ohio and instrumentalities of the United States. The Operator shall follow its own purchasing and contracting policies, procedures and legal requirements, including, but not limited to, its competitive bidding requirements in making any purchases and in entering into any contracts or other agreements.

E. Contract with Recovery Resources: The Operator is contracting with Recovery Resources for an initial period of two years, through April 30, 2026, to provide professional services for the Program, as directed by the Coordinator. The final executed Contract shall be attached to this Agreement as **Exhibit A**, and incorporated herein. Recovery Resources, in coordination with the Coordinator, will hire licensed mental health professionals and peer support specialists who will work exclusively on the Program that will serve the Cities and place a mental health professional at the joint dispatch center. Recovery Resources will also hire an independent licensed mental health professional to provide administrative/clinical supervision for those hired to work in the Program. Recovery Resources will also provide training and support services.

F. Contract for Evaluation and Assessment of the Program: The Operator is contracting with two consultant experts affiliated with Cleveland State University to perform an evaluation and assessment of the first two years of the Program, and to provide recommendations for improvements, as well as reporting data on the results of the Program, all as required by grant funding received for the Program. A copy of these contracts, once executed, shall be attached to this Agreement as **Exhibits B and C**, and incorporated herein.

IV. Funding and Budget

A. Initial Two-Year Budget: The initial two-year budget shall be as set forth in the attached Budget, which is marked as **Exhibit D**, and incorporated herein. Any changes to the Budget necessitated by increased expenses and/or an increase or decrease in revenue, lack of revenue or any City withdrawing, shall require a Budget modification and changes to each City's contribution based on the allocation formula below. The Coordinator shall prepare any adjustments to the Budget and present them to the Board for approval.

B. City Contributions: As set forth in the Budget (Exhibit D), the Cities shall contribute the following toward the operation of the Program for the first two years:

1. For Year One of the Program, each City shall contribute \$14,782 within thirty (30) days after the Effective Date of this Agreement. Payment shall be made to the Operator City of Shaker Heights. The total contribution from the Cities shall be \$73,910, which shall be utilized for capital expenditures.
2. For Year Two of the Program, it is estimated that each City's contribution shall be the following amount for operating expenses, which is calculated as shown on **Exhibit E**,

which is attached hereto and incorporated herein, by making payment to the Operator City of Shaker Heights no later than January 15, 2025:

Cleveland Heights - \$ 16,888 (33.78%)
Shaker Heights - \$ 12,584 (25.17%)
South Euclid - \$9,153 (18.31%)
Richmond Heights - \$5,987 (11.97%)
University Heights - \$ 5,388 (10.78%)

The total contribution from the Cities will be an estimated \$50,000. Any City may prepay its contribution for the first two years. Any adjustments to the budget agreed upon by the Parties based on revised cost estimates and/or actual program expenditures and their allocation to the Parties may result in an adjustment of the figures in B. 2. above. Any resulting additional payment that is due from each City shall be paid within thirty (30) days after such adjustment is agreed upon and invoiced to the City or Cities by the Operator. Any resulting overpayment shall be credited to the City or Cities making such payment for the following year's allocated amount due from such City or Cities.

C. Operator Discount: After the first year of the Program, the Operator shall receive an annual administrative discount of one thousand five hundred dollars (\$1,500). This sum, which may be adjusted annually by the Board, shall be deducted from the Operator City's annual budget obligation.

D. Fiscal Year: The Program's Fiscal Year shall be May 1 through April 30 of each year. The Fiscal Year may be adjusted by the Board after the initial first two years of the Program.

E. Annual Budget:

1. The Coordinator shall submit a proposed final 2nd year budget to the Board by October 1, 2024. The Board shall meet on the proposed budget and recommend, by October 15, 2024, a budget to operate the Program during the following fiscal year. The Annual Budget shall be approved by the Board, and by the Council of the Operator, not later than December 31, 2024.
2. Thereafter, each year the Coordinator shall prepare a proposed budget for the following fiscal year for the Program and submit it to the Board by October 1st. The Board shall meet on the proposed budget and recommend by October 15th a budget to operate the Program during the following fiscal year. The Annual Budget shall be approved by the Board, and by the Council of the Operator, not later than December 31st of each year.
3. The Annual Budget shall include operational and capital expenses, and shall be based on such assets and revenues as may be held by the Operator for the Program and as may be paid by each City according to each City's proportionate share, as determined below.

F. Expenditures: The budget shall provide detailed itemization describing the available funds, and the purchases and other expenditures intended to be made during the Budget year, including for the purchase, replacement, and maintenance of equipment, training, including tuition costs, and such other capital and operational expenses as recommended by the Coordinator and approved by the Board. The Coordinator shall utilize the available funds as set forth in the approved Budget. No expenditure may be made which is inconsistent with the approved Budget without the approval of the Cities, and expenditures must be made in accordance with the requirements of any grants received. All expenditures shall be made following the policies and procedures of the Operator.

G. Compensation: Except as otherwise provided herein, and except for the funds provided to the Operator for the operation of the Program, the Operator shall receive no compensation for its services. No compensation shall be paid by the Program to any participating City or to CVD for use of space at any City's buildings or for any other services that a participating City or CVD may provide.

H. Participating City Annual Contributions to the Program: After the first year of the Program, apportionment of the cost of the annual budget expenditures, which includes capital expenses, operational expenses, and any share of payment to cover the Operator discount, shall be paid for through grants, and any portion not paid through grants shall be paid by the Cities as set forth herein and on the basis of the formula set forth in Exhibit E. The formula may be modified from time to time as approved by the Board. The annual payment from each City, as determined by the Board, shall be referred to as a City's "Annual Contribution."

I. Payments by Cities Subject to Each City's Laws: Any payments by a participating City for its initial contributions in the first two years of the Program, its Annual Contribution or any other payment called for by this Agreement, shall be subject to each City's policies, procedures and legal requirements relative to budgeting, appropriations and expenditures. No use of the funds contributed by a participating City may be made by the Operator on behalf of the Program unless such expenditure is consistent with the Annual Budget of the Program.

J. Failure to Provide City's Proportionate Share: If a participating City does not meet its financial obligations within a ninety (90) day grace period after payment is due, no services under the Program will be provided within that City thereafter until payment is made. If within one hundred eight (180) days after payment is due, a City has not made full payment of amounts due, that City will be considered to be in default, and that City, failing to provide its proportionate share to the Operator, will forfeit all of its interests and rights in the Program, and will no longer be considered a member or to have any rights in any property purchased under the Program.

V. Staffing of the Program

A. The staffing of the Program shall be governed by this Agreement. The overall intent for the formation of the Program is that the Operator shall contract for services, including staffing of the Program.

B. Specific staffing levels of the Program shall be determined as approved in the annual budget by the Board.

VI. Vehicles, Equipment, Uniforms, and Office Space

A. All equipment, supplies, vehicles or other property purchased for the Program by the Operator shall be considered joint property of the Program. Such property shall be maintained by the Operator. The Operator shall provide insurance coverage for such property through the Program.

B. The Operator shall determine to purchase, lease or contract for equipment, uniforms, supplies or vehicles, new or used, as set forth in the annual budget. Any such purchase, lease or contract shall be made by the Operator with Program funds held by the Operator, pursuant to the policies and procedures of the Operator. No such expenditure may be made unless the expenditure is consistent with and included in the Annual Budget of the Program. Any expenditure that is not included in the Annual Budget must be approved in writing by the Board.

C. In order to avoid using outdated or faulty equipment, the Operator may trade-in or sell equipment purchased with Program funds, and such actions shall be in accordance with the policies and procedures of the Operator. Any revenue from such action shall be retained by the Operator on behalf of the Program for its use, including for the purchase of replacement equipment.

D. Each City shall provide sufficient office or other similar space for Program staff assigned to work in that City for use during their work hours when not in the field. Such space and any related needed telecommunications and computer equipment and office supplies shall be provided by the Operator, or as otherwise agreed with each City. Any equipment or supplies provided by the office space's host City, and any in-kind use of space, utilities, common areas, bathrooms, etc. in and around such office space shall be at such host City's own expense.

VII. Communications

It is understood that the sharing of information between the Parties is an essential component of the Program. However, due to the sensitivity of certain information and laws related to public records, the following protocols are specified in this Agreement.

- A. Parties will cooperate with each other in an effort to ensure that each City's interests are taken into consideration prior to the dissemination of information to the news media.
- B. The Cities agree that certain information may not be disclosed, or may not be initially disclosed, due to the nature of an on-going investigation, an individual's rights, as required by law, or for other legitimate considerations.
- C. Under no circumstances shall the Cities, or any employee or agent of such participating Cities, speak publicly for any of the other Cities. When possible, every effort will be made to coordinate the release of information by the Operator and/or between the Parties prior to release to the news media.

VIII. Liability

No participating City or any of its employees, officers or agents shall be liable in damages to another participating City, or its employees, officers or agents, its inhabitants, or its contractual obliges, or any person to whom service is being provided, for failure to answer any call for services, or for lack of speed in answering such call, or for failure or inadequacy of equipment, or for the negligence, misfeasance, or nonfeasance of its employees, or for any other cause whatsoever related to the rendering of Program services.

IX. Termination of the Agreement or Withdrawal

- A. This Agreement may be terminated by the vote of two-thirds (2/3) of the Board.
- B. Upon termination of this Agreement, any remaining funds of the Program, after payment of all costs and expenses of the Program, including the use or repayment of grant funds, shall be distributed to the Cities that were a party to this Agreement at the time of termination in the same proportion as each would then be required to contribute said funds. In the event the Board votes to discontinue this Agreement, any equipment, supplies, uniforms or vehicles purchased by the Operator with Program funds shall be disposed of as determined by the majority of the Board, following the policies and procedures of the Operator. The proceeds from the sale of any such items, and any remaining funds held by the Operator on behalf of the Program, shall be distributed proportionately to each Participating City that is a part of the Program at that time using the same formula set forth in this Agreement that is used to calculate the contribution of each City.
- C. Any City may withdraw from this Agreement and the Program, and thereby discontinue its rights, obligations and duties under this Agreement by providing all other Participating Cities one hundred eighty (180) days advanced written notice of its intent to do so. Upon any such withdrawal, the withdrawing Participating City shall forfeit any and all rights to any funds of the Program or to any equipment jointly purchased hereunder, including, but not limited to, the future use of said equipment or the equity value thereof.
- D. Any City that fails to meet its financial obligations, as set forth in Paragraph IV (H) and (J) herein, shall automatically be considered to have voluntarily withdrawn from this Agreement and as a member of the Program. The Board may, by a favorable vote of a minimum of two-thirds (2/3) of the members, vote to terminate the participation and membership of any member that fails to meet its obligations under this Agreement.

X. Dispute Resolution

Any dispute among the member Cities with regard to the operation, funding or any other issue concerning the Program, shall, whenever possible, be resolved by the Board. The Board may request a recommendation from a committee comprised of the Chiefs of Police and Fire of the Cities. If reasonable efforts to resolve any dispute in this manner shall fail, the Cities agree to utilize mediation by a third party selected by mutual agreement of a majority of the Board. Other than as specifically set forth in this Agreement, the Cities shall not be deemed to have waived any rights each such Party shall have under the law.

XI. Addition of New Member Cities

The Board may consider another community's request to join in this Agreement after reviewing a report and recommendation from the Coordinator. A community approved by the Board to join the Program shall, after executing this Agreement, be assessed a start up fee determined by the Board. The joining community shall adhere to the policies and procedures set forth in this Agreement.

XII. Amendments to the Agreement

This Agreement may be modified at any time by the written consent of all of the member Cities. Modifications shall have no force and effect unless such modifications are in writing and signed by authorized representatives of each of the Cities. The approval of each City shall be subject to the policies and procedures of said City, and as required by law.

Exhibit A – Contract with Recovery Resources

Exhibits B and C – Contracts with Consultants from CSU for Assessment of Program

Exhibit D – Initial 2-Year Budget

Exhibit E – Formula for Contribution from Cities

WHEREFORE, authorized representatives of each City in this Agreement, indicating their Party's approval of the terms herein, have signed as of the dates set forth below.

CITY OF CLEVELAND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF RICHMOND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SHAKER HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SOUTH EUCLID

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF UNIVERSITY HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL FORM:

CITY OF CLEVELAND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF RICHMOND HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SHAKER HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SOUTH EUCLID

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF UNIVERSITY HEIGHTS

By: _____

Printed Name: _____

Title: _____

Date: _____

Proposed: 05/20/2024

RESOLUTION NO. 084-2024(F): *First Reading*

By Mayor Seren

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

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

WHEREAS, it is necessary that the yearly rate of assessment established by Resolution No. 40-2022 be renewed.

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

SECTION 1. It is the determination of this Council that it is necessary for the public health, convenience and welfare of the City to assess a portion of the cost and expense of lighting the streets and public places in the City upon the lands hereinafter described for a period of two (2) consecutive years, beginning with the 2024 Tax Duplicate for collection in the years 2025 through 2026, inclusive, at the annual rate of Ninety-Two Cents (\$0.92) per front foot, subject to a Corner Lot Reduction as set forth in Section (2) herein below, if applicable.

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

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

All the lots and lands on the following dedicated streets:

Allston Road
Alpine Road
Altamont Avenue
Andrews Road
Antisdale Avenue

Ardleigh Drive
Ardoon Street
Arlington Road
Ashton Road
Atherstone Road

Avondale Road
Bainbridge Road
Bayreuth Road
Beechwood Avenue
Bellfield Avenue

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

RESOLUTION NO. 084-2024(F)

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 084-2024(F)

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

SECTION 9. This Resolution is a preliminary step in the program of assessing a portion of the cost and expense of lighting the streets and public places in the City, which program is essential for the preservation of the public health, safety, and general welfare. Because there are other required procedures and time limitations which are part of the assessment process, and because the final assessment must be filed with the Cuyahoga County Fiscal Officer in September 2024 if it is to be added to the 2024 Tax Duplicate, it is therefore necessary for the public peace, health and safety of the inhabitants of Cleveland Heights that this Resolution be passed as an emergency measure. Wherefore, this Resolution, having received the affirmative vote of not less than five (5) members of this Council is hereby adopted and shall take effect and be in force immediately upon its passage.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/20/2024

RESOLUTION NO. 085-2024(F): *First Reading*

By Mayor Seren

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

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

WHEREAS, it is necessary that the yearly rate of assessment established by Resolution No. 41-2022 be renewed.

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

SECTION 1. It is the determination of this Council that it is necessary for the public health, convenience and welfare of the City to assess a portion of the cost and expense of improving streets and parkways, including grading, draining, curbing, paving, repaving, repairing, sweeping, or cleaning thereof, removing snow therefrom, and planting, maintaining, and removing shade trees thereon, upon the lands hereinafter described for a period of two (2) consecutive years, beginning with the 2024 Tax Duplicate for collection in the years 2025 through 2026, inclusive, at the annual rate of One Dollar and Eight Cents (\$1.08) per front foot, subject to a Corner Lot Reduction as set forth in Section (2) herein below, if applicable.

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

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

RESOLUTION NO 085-2024(CRR)

All the lots and lands on the following dedicated streets:

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

RESOLUTION NO 085-2024(CRR)

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

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

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

RESOLUTION NO 085-2024(CRR)

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

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

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

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

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

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

RESOLUTION NO 085-2024(CRR)

SECTION 8. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including the City's Charter, its Codified Ordinances, and Section 121.22 of the Ohio Revised Code.

SECTION 9. This Resolution is a preliminary step in the program of assessing a portion of the cost and expense of lighting the streets and public places in the City, which program is essential for the preservation of the public health, safety, and general welfare. Because there are other required procedures and time limitations which are part of the assessment process, and because the final assessment must be filed with the Cuyahoga County Fiscal Officer in September 2024 if it is to be added to the 2024 Tax Duplicate, it is therefore necessary for the public peace, health and safety of the inhabitants of Cleveland Heights that this Resolution be passed as an emergency measure. Wherefore, this Resolution, having received the affirmative vote of not less than five (5) members of this Council is hereby adopted and shall take effect and be in force immediately upon its passage.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: May 14, 2024

To: City Council

From: President Cuda and Vice President Russell

Subject: Resolution 086-2024 – July Recess

Purpose Statement:

To cancel both of the regular City Council meetings in July, 2024 and establish July as a recess for Council.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☒ No: ☐

If yes, why?

In order to cancel the July meetings with the appropriate notice.

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?

N/a

Proposed: 05/20/2024

RESOLUTION NO. 086-2024(COTW), *First Reading*

By President Cuda and Vice President Russell

A Resolution establishing July 2024 as a month of recess for City Council and canceling the July 1, 2024 and July 15, 2024 regular council meetings of the City Council of the City of Cleveland Heights, Ohio; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the Council of the City of Cleveland Heights, Ohio holds its regular meetings on the first and third Mondays of every month pursuant to Section 111.01 of the Codified Ordinances, which further authorizes Council to change its regular meeting schedule; and

WHEREAS, many city councils take a recess during one or more months of the year; and

WHEREAS, City Council has determined that cancellation of the regular meeting dates of July 1, 2024 and July 15, 2024 will not have an undue impact on the City's ability to do business during this time or on the City's residents; and

WHEREAS, City Council for many years has taken a summer recess from regular meetings during the month of July and this Council wishes to do so in 2024 as well.

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

SECTION 1. The regular Council meetings of July 1, 2024 and July 15, 2024 are cancelled and Council is recessed during July 2024.

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

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

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the efficient operation of the City and public awareness of the schedule of Council's regular meetings. 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. 086-2024(COTW)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 5/14/24

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Resolution XXX-2024 - Revision of Chapter 711 of the Business Code

Purpose Statement: To amend Chapter 711 to allow for the issuance of marijuana business licenses for medical, adult use, and dual-use (medical and adult use) facilities.

In 2017, City Council passed Ordinance 84-2017, which created the requirement and process for medical marijuana businesses licensed by the State to apply for and receive approval for a City license.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

State dual-use applications for existing medical marijuana businesses are expected to go live in June.

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

If yes, why?

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

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

N/a

Proposed: 05/20/2024

ORDINANCE NO. 087-2024(PD), *First Reading*

By Mayor Seren

An Ordinance amending Chapter 711, “Medical Marijuana,” of the Codified Ordinances of the City of Cleveland Heights, Ohio to provide for the licensing of adult-use marijuana businesses within the City in addition to medical marijuana businesses.

WHEREAS, Ohio voters in November 2023 overwhelmingly approved the legalization of adult use marijuana for non-medicinal purposes, by passing “Issue 2,” which enacted Ohio R.C. Chapter 3780 which, among other things, provides a process for non-medical cannabis business licensure and establishes a Division of Cannabis Control under the Ohio Department of Commerce; and

WHEREAS, the Division of Cannabis Control has confirmed that applications for “dual use” licenses that would allow existing medical marijuana dispensaries to also sell non-medicinal adult-use marijuana will be available not later than June 7, 2024; and

WHEREAS, this Council has determined that the City’s existing medical marijuana licensing laws, found in Chapter 711 of the City’s Codified Ordinances, should be amended to reflect the passage of Issue 2 and the enactment of ORC Chapter 3780, and to provide for issuance of adult-use and dual-use marijuana business licenses in addition to medical marijuana business licenses.

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

SECTION 1. Chapter 711, “Medical Marijuana,” of the Codified Ordinances of Cleveland Heights shall be, and is hereby, enacted and adopted in its entirety to read as Exhibit A attached hereto and incorporated herein. A complete copy of Exhibit A is also on file with the Clerk of Council.

SECTION 2. The existing Chapter 711 of the Codified Ordinances of Cleveland Heights shall be, and is hereby, repealed in its entirety.

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

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the immediate need to align the City’s marijuana licensing policy with recent changes to Ohio law. 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 the Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved by Mayor: _____

KAHLIL SEREN
Mayor

CHAPTER 711

~~Medical~~ Marijuana Entity Licensing

711.01 Definitions.

711.02 License required.

711.03 Licensing authority.

711.04 License procedures and fees.

711.05 Responsibilities of the licensee.

711.06 License suspension or revocation.

711.07 Service of denial or revocation notice.

711.08 ~~Medical~~ Marijuana License Review Board.

711.09 Hearing before the ~~Medical~~-Marijuana License Board.

711.99 Penalty.

711.01 DEFINITIONS.

Unless otherwise defined herein, the terms in the Chapter shall have the same meaning as set forth in Ohio Revised Code Section 3780.01 and 3796.01.

(a) "Applicant" shall mean any person or entity applying for a License pursuant to this Chapter.

(b) "License" shall mean a license issued pursuant to this Chapter.

(c) "Licensee" shall mean a person or entity with a valid License received pursuant to this Chapter.

(d) "~~Medical~~ Marijuana Entity" shall mean a ~~medical~~-marijuana cultivator, processor, dispensary, or testing laboratory authorized by Ohio Revised Code Chapter 3780 and/or 3796.

711.02 LICENSE REQUIRED.

No ~~Medical~~-Marijuana Entity shall operate within the City, without a valid License, which is in full force and effect and issued pursuant to this Chapter, or without a valid state certificate or license, as applicable.

711.03 LICENSING AUTHORITY.

(a) The Mayor or designee is the licensing authority and, pursuant to this Chapter, shall consider the applications and renewal for Licenses and issue, suspend, revoke, or deny issuances of Licenses.

(b) An application for a License shall be granted on the approval of the Mayor or designee at his/her sole discretion.

(c) A renewal application for a License shall be granted on the approval of the Mayor or designee at his/her sole discretion.

(d) Nothing in this Chapter shall be construed to limit the Police Division's ability to investigate unlawful activity in relation to a License or the unlawful operation of a ~~Medical~~ Marijuana Entity.

711.04 LICENSE PROCEDURES AND FEES.

(a) Applicants desiring to operate a ~~Medical~~ Marijuana Entity shall make an application upon a form provided by the Mayor or designee.

(b) All applications, including renewals, shall include a security plan and site plan, subject to approval by the Chief of Police. Said security plan shall be in a form proscribed by the Chief of Police. Applicant shall supply any and all additional information requested by the Chief of Police to evaluate said security plan. All applicants, except renewals, shall include a non-refundable application fee of two hundred and fifty dollars (~~\$250.00~~\$500.00).

(c) Upon approval by the Mayor or designee, Applicant shall pay a license fee based on the following schedule of categories and amounts per calendar year or fraction thereof:

1. Medical marijuana business licenses: \$5,000.00

2. Adult use marijuana business licenses: \$10,000.00

3. Dual-use (medical and adult use) business licenses: \$10,000.00

~~of five thousand dollars (\$5,000.00) per calendar year or fraction thereof.~~

(d) Each License shall be an annual license, which covers the period of the issuance until December 31.

(e) A renewal application shall be submitted on or before October 1 of each year upon a renewal form provided by the Mayor or designee to be processed prior to December 31.

(f) Any ~~Medical~~ Marijuana Entity that fails to timely obtain a renewal of License shall not operate after the License expires on December 31.

711.05 RESPONSIBILITIES OF THE LICENSEE.

(a) Each License shall be displayed permanently in a conspicuous place on the premise of the ~~Medical~~ Marijuana Entity for which it is issued.

(b) Each License shall be only assignable or transferable, as to person or location, upon written consent of the Mayor or designee.

(c) Licensee shall immediately notify the Mayor or designee of any material change to information provided in the application including, but not limited to, changes to the security plan.

(d) If, at any time, the ~~Medical~~ Marijuana Entity or its owner or principal is subject to any enforcement action by the State of Ohio, the ~~Medical~~ Marijuana Entity shall immediately notify the Mayor or designee and shall provide any relevant information or documentation requested by the Mayor or designee.

(e) If, at any time, the ~~Medical~~ Marijuana Entity or its employee has a reasonable belief that an actual loss, theft, or diversion of ~~medical~~-marijuana or currency over one hundred dollars (\$100.00) has occurred, the ~~Medical~~ Marijuana Entity shall immediately notify the Cleveland Heights Police Department, and such notification shall be provided no later than 24 hours after discovery of the loss, theft, or diversion.

711.06 LICENSE SUSPENSION OR REVOCATION.

The Mayor or designee may suspend or revoke any License for violation of any City ordinance, false or incorrect information submitted on the license application, or for failure to comply with the approved security plan.

711.07 SERVICE OF DENIAL OR REVOCATION NOTICE.

All notices of denial or revocation issued pursuant to this Chapter shall be served by first-class mail to the address supplied on the License application.

711.08 ~~MEDICAL~~-MARIJUANA LICENSE REVIEW BOARD.

(a) There is hereby created a ~~Medical~~ Marijuana License Review Board (hereafter, the "Board") consisting of the Chairperson of the Public Safety and Health Committee of Council or other member of City Council appointed by the President of Council, the Mayor or designee, and Director of ~~Economic Development~~Planning and Development or designee.

(b) The presence of two (2) members of the Board shall constitute a quorum. Any action of the Board shall require two (2) affirmative votes.

711.09 HEARING BEFORE THE ~~MEDICAL~~-MARIJUANA LICENSE REVIEW BOARD.

(a) Any Licensee issued a revocation, suspension, or denial of a renewal license pursuant to this Chapter may request a hearing before the Board. A hearing request must be made in writing and received by the Director of Law within seventeen (17) calendar days of the date of the first-class mailing of the notice.

(b) The hearing shall be held within a reasonable time from receipt of the request to appeal. The Applicant shall be given at least fourteen (14) calendar days' notice of the date, time, and location of the hearing and shall have the opportunity to present sworn evidence to the Board and cross examine any sworn witnesses presented by the City. The hearing shall proceed in a manner prescribed by the Board.

(c) After said hearing, the Board shall render a written decision affirming or reversing the License revocation, suspension, or renewal denial.

711.99 PENALTY.

Whoever violates any provision of this Chapter is guilty of a minor misdemeanor on a first offense and a fourth degree misdemeanor on a second or subsequent offense with penalties as provide by Section 501.99 of the Codified Ordinances.

Proposed: 05/20/2024

ORDINANCE NO. 090-2024(AS), *First Reading*

By Councilmember Petras

An Ordinance amending Section 111.10 of Chapter 111 of Title Three of the Administrative Code of the Codified Ordinances of the City of Cleveland Heights.

WHEREAS, the time between a person being elected to Council and being sworn in as a member of Council is critical to that person's preparation for work as a member of Council; and

WHEREAS, meetings of Council, Council Committees and other City boards and commissions, and some communications to members of Council, provide critical insight into City government and its operations that can be useful in such preparation; and

WHEREAS, it is a vital City interest that a person be as prepared as possible when they are sworn in as a member of Council.

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

SECTION 1. Section 111.10, Clerk, of Chapter 111, Council, of the Codified Ordinances of the City of Cleveland Heights shall be and hereby is amended to enact new Subsection 111.10(c) to read as follows:

The Council Clerk shall provide personal notification of all regular and special Council and Council Committee meetings, in a manner consistent with the requirements of Section 107.03 of the Codified Ordinances but without requirement for request form or payment of any fee, to all persons who have been elected to Council but have not yet been sworn in, together with information about how the monthly calendar of meetings and other public notification of meetings of Council, Council Committees and other City boards, commissions and other similar public bodies of the City, as described in Section 107.02 of the Codified Ordinances, may be accessed on the City's website. The Council Clerk shall also provide such further information as the Council President may direct to such persons. If two candidates for election to City Council receive votes in such numbers that an automatic recount would be required under Ohio law, both such candidates shall receive the notifications and information described herein.

ORDINANCE NO. 090-2024(AS)

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

SECTION 3. This Ordinance shall take effect and be in force at the earliest time permitted by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 4/30/2024

To: City Council

From: Kelly Ledbetter, Parks & Recreation Director

Subject: ORD 070-2024 – Parks Legislation for Cain Park 2024 Season

Purpose Statement: To approve an annual schedule of entertainment through the spring and summer of 2024 at Cain Park coordinated and managed by the Cain Park General Manager and staff. Such programs will require admission rates for stage productions, musical concerts and plays/musicals.

Ticket prices should not exceed \$200 for stage productions and special benefit performances, but special arrangements may be made for musical concerts to exceed this amount, under specified circumstances. Expenditures for plays and/or musicals should not exceed \$80,000 per production.

Is this legislation recurring: Yes: ☒ No: ☐

Is emergency language necessary: Yes: ☒ No: ☐

If yes, why? To have rates in place before the start of the season on May 30, 2024.

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?

Proposed: 05/06/2024

ORDINANCE NO. 070-2024(CRR), *Second Reading*

By Mayor Seren

An Ordinance authorizing and approving the presentation of entertainment programs in Cain Park for the year 2024; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council annually reviews its use and rentals of the theatres in Cain Park; and

WHEREAS, the Mayor recommends the use and rentals set forth herein.

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

SECTION 1. The City of Cleveland Heights shall sponsor and present in Cain Park and other locations to determined, through the spring and summer of 2024; a program of entertainment in general accordance with plans therefore previously adopted by the Mayor.

SECTION 2. Stage productions will be presented in Cain Park. Admission charges for these productions will not exceed Two Hundred Dollars (\$200.00). Rates will be gradated according to seat location, with the designations subject to approval by the Mayor. Groups of twenty (20) or more may purchase tickets at a discount rate subject to the approval of the Mayor.

SECTION 3. Musical concerts will be presented at time scheduled by the Mayor. Such programs may or may not be co-produced with an outside agency as deemed fit by the Mayor. Special arrangements may be made for ticket prices to exceed Two Hundred Dollars (\$200.00), with the proceeds of the box office split per an agreement approved by the Director of Law to accommodate costs of the concert.

SECTION 4. One or more plays (musicals) may be presented at times scheduled and at the theaters designated by the Mayor. The City's share in the cost of such programs is hereby approved and such expenditure is authorized in a total amount not to exceed Eighty Thousand Dollars (\$80,000.00) per production.

SECTION 5. The Mayor is hereby authorized and directed to enter into any and all agreements necessary for the presentation of summer concert and other non-theatrical programs at Cain Park and this council approves all currently executed contracts. All agreements shall be in a form approved by the Director of Law.

SECTION 6. To the extent possible, monies to pay for the aforesaid contracts shall be taken from the Cain Park Operating Fund and monies derived from Cain Park activities shall be placed in the Cain Park Operating Fund.

SECTION 7.

(a) Such other programs and activities shall be presented as are approved by the Mayor. Fees may be established by the Mayor to defray the cost of these new programs. Special promotions which reduce or eliminate ticket prices in exchange for media time, print advertising or other publicity may be arranged as approved by the Mayor.

(b) Except as otherwise provided herein, when any class or activity is offered which requires the use of materials to be furnished to the participant, the Mayor is authorized to establish a fee based upon actual costs, which shall be paid by each person at the time of registering for such activity.

(c) Special benefit performances either at Cain Park or elsewhere may be presented for the purpose of offsetting programs deemed appropriate by the Mayor with ticket prices not to exceed the sum of Two Hundred Dollars (\$200.00). These arrangements will be made as deemed appropriate by the Mayor.

SECTION 8.

(a) In the event that it should become necessary, in the judgement of the Mayor, at any time to limit the number of persons in attendance at any concert, dance, or other activity to which the public would otherwise be generally admitted, the Mayor is hereby authorized to establish and place in effect such regulations and restrictions as he may deem necessary for such activities to protect the safety and welfare of the public grounds, the community in general, and members of the public at large.

(b) Such regulations may include, but are not limited to, advance or on-the-spot limitation of admissions, including closing-off of admission, and may also include a requirement that admission be limited to persons who are bona fide residents of Cleveland Heights and are authorized holders of a proper Recreation I.D. Card issued by the City of Cleveland Heights, and such number of guests accompanied by such Cardholder as the Mayor shall establish.

(c) In the event that the Mayor shall determine, in his sole discretion, that the conduct of a given program, or portion of the program, would endanger the safety and welfare of the public, then he shall have the authority to cancel any program and at the earliest time possible, to give, by appropriate means, notice to persons wishing to participate in such activity of the fact that the program or activity has been canceled.

(d) Notwithstanding any other provision, the Mayor is hereby vested with authority to transfer the conduct of any portion of the summer program for

ORDINANCE NO. 070-2024(CRR)

the year 2024 to another facility in order to ensure the safety and/or convenience of the general public. At such time, the Mayor shall, by appropriate means, advise persons wishing to participate in such activities of the change of location.

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

SECTION 20. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet seasonal deadlines. Therefore, provided it receives the affirmative vote of five (5) or more 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:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: May 1, 2024

To: City Council

From: Addie Balester, Clerk of Council

Subject: ORD 077-2024 – Cedar-Lee DORA

Purpose Statement: To authorize the creation of a Designated Outdoor Refreshment Area in the Cedar-Lee Business District.

Section 4301.82 of the Ohio Revised Code authorizes municipalities with populations under 50,000 to create up to three (3) Designated Outdoor Refreshment Areas. Mayor Seren filed the application with City Council at the 4/15 regular council meeting. The application must be advertised in a newspaper of general circulation and if council elects to hold a public hearing, the date and time of the hearing shall be provided in the public notice of the receipt of the application by Council. Not earlier than 30 days, but no later than 60 days after the initial publication of the notice, the City Council must approve or disapprove the application by Ordinance or Resolution.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

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

If yes, why?

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

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

*No budgeting required.

Proposed: 05/06/2024

ORDINANCE NO. 077-2024(CRR), *Second Reading*

By President Cuda and Vice President Russell

An Ordinance approving the application filed by the Mayor and authorizing the establishment of a Designated Outdoor Refreshment Area ("DORA").

WHEREAS, Council is committed to furthering economic development throughout the City of Cleveland Heights and creating a welcoming atmosphere for residents and visitors; and

WHEREAS, Ohio Revised Code, Section 4301.82 provides for the creation of DORA's, within which businesses with liquor permits may sell beer, wine, and intoxicating liquor for on-premises consumption **and** for consumption off-premises but within the DORA; and

WHEREAS, on April 15, 2024, Mayor Seren submitted an application to City Council in accordance with R.C. Section 4301.82 (B), seeking to have specified property within the City of Cleveland Heights designated as a DORA; and

WHEREAS, the creation of a DORA within the City of Cleveland Heights will generally strengthen economic development in the affected area of the city, not only within, but also in the vicinity of the DORA; and

WHEREAS, pursuant to R.C. 4301-82(F)(1), it is necessary for City Council to establish requirements of the DORA to ensure public health and safety within the area; and

WHEREAS, Council finds that the application meets the requirements of R.C. 4301.82(F); and

WHEREAS, Council has fulfilled the requirements contained in R.C. 4301.82(C) and R.C. 4301.82(F).

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

SECTION 1. City Council accepts the application as submitted, attached hereto, and hereby approves the creation of the Designated Outdoor Refreshment Area within the boundary area as described in the application, and specified by street addresses as described in the attached Application (Exhibit A), incorporated herein by reference.

SECTION 2. The Cleveland Heights Cedar-Lee Designated Outdoor Refreshment Area will encompass no fewer than two qualified permit holders, as identified in Section VI of the Application.

ORDINANCE NO. 077-2024(CRR)

SECTION 3. To ensure public health and safety, and pursuant to R.C. 4301.82(F)(1), Sections III through VIII of the Application, incorporated herein by reference, include the following: the number of personnel needed to ensure public safety; the sanitation plan to help maintain the appearance and public health of the area; the number, spacing, and type of signage designating the area; and the hours of operation for the area.

SECTION 4. All alcohol served in the DORA shall be served solely in plastic cups as detailed in Section III of the Application to readily identify such alcoholic beverages as being permitted in the DORA during the times specified hereunder.

SECTION 5. Pursuant to R.C. 4301.82(H)(1), in five years Council shall conduct a review of the Cleveland Heights Cedar-Lee DORA and either approve the continued operation of the DORA or dissolve the area.

SECTION 6. Council may, at any time, amend or dissolve all or part of the Cedar-Lee DORA. The Mayor reserves the right to temporarily suspend the operation of the DORA at his or her discretion.

SECTION 7. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 8. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 9. 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:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

April 15, 2024

APPLICATION TO THE CLEVELAND HEIGHTS CITY COUNCIL
for the establishment of a
CEDAR-LEE DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)

The Mayor of Cleveland Heights respectfully submits the following application to the Cleveland Heights City Council to approve and enact the Cedar-Lee Designated Outdoor Refreshment Area in accordance with Ohio Revised Code 4301.82.



Mayor Kahlil Seren

I. INTRODUCTION

Section 4301.82 of the Ohio Revised Code (ORC) authorizes municipalities under 50,000 in population to create up to three (3) Designated Outdoor Refreshment Areas (DORAs) up to 320 acres in size. The City of Cleveland Heights is a chartered Ohio municipal corporation with a population of 44,652 (2021). To consider the creation of a DORA, the Mayor of the City of Cleveland Heights is filing this application with the Cleveland Heights City Council, which meets certain statutory requirements. The application filing must be advertised in a newspaper of general circulation. If Council elects to hold a public hearing regarding the application, the date and time of the hearing shall be provided in the public notice of the receipt of the application by Council. Not earlier than 30 days, but not later than 60 days, after the initial publication of the notice, the City Council may approve or disapprove of the application by ordinance or resolution.

In summary, this application for a Cedar-Lee DORA would provide the following:

- a. The DORA would ease or make more accessible outdoor dining in front of liquor permit holding establishments. It would allow such establishments to serve alcoholic beverages in a plastic cup pursuant to the law within a designated area during certain hours. Signage, sanitation, and safety requirements would be established by permits issued by the City as described in subsequent sections below.
- b. The DORA would provide the ability for individuals to walk within the DORA boundaries with an alcoholic beverage purchased from a liquor permit holding establishment during permitted periods. Creation of the DORA would enable residents and visitors to Cedar-Lee to enjoy alcoholic beverages at designated indoor and outdoor spots throughout the business district in a safe and regulated manner.

Many cities throughout Ohio have realized measurable benefits with the implementation of DORAs. Cedar-Lee, as the largest business district in Cleveland Heights, is uniquely positioned as a hub of community activity to capitalize on this opportunity. The Office of the Mayor is confident that the DORA will not only enhance the entertainment and cultural appeal of the Cedar-Lee District as a destination, but it will also serve to enhance the economic appeal of Cleveland Heights. This is particularly true with the advent of The Marquee, a \$60M mixed-use development underway within the District, which will be complete in 2025 bringing hundreds of new residents, retail offerings and a public green space to Cedar-Lee.

II. BOUNDARIES

The boundaries of the Cedar-Lee DORA are depicted in Attachment A.

The proposed boundary is outlined in a solid red line. This area is approximately 17.78 acres in size and includes all sidewalks within or abutting the boundary lines. The boundary would include all alleys and streets not listed as having establishments located on them.

III. SIGNAGE AND OFFICIAL CUP

The City of Cleveland Heights will supply Entrance/Exit signs to the DORA at the major district access points. The number, spacing and type of signage designating the DORA are indicated in Attachment B.

CedarLee Hill DORA Option 1



The signage on the left side of this graphic will be prominently displayed at these designated access points, with additional language that no alcoholic beverages are permitted beyond those points, as well as the designated days and hour permitted.

The signage on the right side of the graphic will be displayed at the district establishments to indicate their level of participation. Only approved establishments with appropriate licenses (see Section IV) who choose to participate in the program will be permitted to display the “Purchase DORA Beverages Here” signage.

In accordance with ORC 4301.82(F)(1)(g), beer, wine and intoxicating liquor shall only be consumed within the DORA as follows:

Beer, wine and intoxicating liquor shall be served and consumed in the DORA in specifically designated cups produced and provided by FutureHeights (the “Official Cup”). No other container will be permitted. All DORA beverages must be served in a new, unused, Official Cup. Only one (1) Official Cup per person will be permitted in the DORA. Used Official Cups must be disposed of before entering any establishment in the DORA. Official Cups shall hold no more than sixteen (16) fluid ounces and shall be composed of recyclable materials. FutureHeights shall supply the Official Cups and offer them to qualifying permit holders for purchase at cost. Each qualifying permit holder shall attach a fee of one dollar (\$1.00) on every DORA beverage sold and accompanied by an Official Cup to help cover costs incurred.

IV. HOURS OF OPERATION

In accordance with ORC 4301.82(F)(1)(c), the hours of operation for the DORA will be as follows:

Monday-Thursday, 4-9pm
Friday, 4-11pm
Saturday, 12-11pm
Sunday, 12-8pm

V. NATURE OF ESTABLISHMENTS

In accordance with ORC 4301.82(B)(2), the nature and types of establishments that will be located within the DORA are listed below. The types of establishments located within the DORA are in primarily dining, retail, service, or office sectors.

Establishment Name	Address	Operating Hours
Retail		
Cedar Lee Bikes	2309 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tues-Sat 11am-7pm
CVS Drug Store	2160 Lee Road, Cleveland Heights, OH 44118	24 Hours
Twisted Minds	2150 Lee Road, Cleveland Heights, OH 44118	Sun 10am-10pm Mon-Wed 9am-10pm Thu-Sat 9am-11pm
All Makes Vacuum	2291 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Fri 10am-6pm Sat 10am-5pm
Kandy Doll Closet	2180 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-3pm Mon-Thu Closed Fri-Sat 10am-7pm
Marchant Manor Cheese	2211 Lee Road, Cleveland Heights, OH 44118	Sun 11am-5pm Mon-Tue Closed Wed-Sat 11am-7pm
Mitchell's Fine Chocolates	2285 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Thu 10am-7pm Fri-Sat 10am-8pm
Dining and Beverage		
Anatolia	2270 Lee Road, Cleveland Heights, OH 44118	Sun 11am-10pm Mon Closed Tue-Thu 3pm-10pm Fri-Sat 11am-10pm
Best Gyros	2245 Lee Road, Cleveland Heights, OH 44118	Sun-Thu 10am-12am Fri-Sat 10am-3am
Boss Dog Brewing Company	2179 Lee Road, Cleveland Heights, OH 44118	Sun 11am-10pm Mon-Thu 4pm-12am Fri 4pm-2am Sat 11am-2am
Callaloo Café	2134 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Sat 1pm-1am
CLE Urban Winery	2180B Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Fri 4pm-10pm Sat 12pm-10pm
Dewey's Pizza	2194 Lee Road, Cleveland Heights, OH 44118	Sun 4pm-9pm Mon-Thu 11am-9pm Fri-Sat 11am-10pm

Kensington Pub	2250 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 5pm-2am
Lee's Seafood Boil	2201 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-9pm Mon-Wed 4pm-9pm Thu 12pm-9pm Fri-Sat 12pm-10pm
Market on Lee	2256 Lee Road, Cleveland Heights, OH 44118	Sun-Mon 11am-5pm Tue-Sat 11am-8pm
Marotta's	2289 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 4pm-9pm
Meraki Cocktail Cafe	2195 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Thu 4pm-12am Fri-Sat 4pm-1am
Cozumel	2196 Lee Road, Cleveland Heights, OH 44118	Sun-Mon TBD Tue-Sat TBD
Momo's Kebabs	2199 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue 5pm-9pm Wed-Sat 12pm-9pm
New Heights Grill	2209 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-10pm Mon-Sat 11am-11pm
Nubeigel	2254 Lee Road, Cleveland Heights, OH 44118	Sun 8am-1:30pm Mon-Fri 7:30am-1:30pm Sat Closed
Phoenix Coffee	2287 Lee Road, Cleveland Heights, OH 44118	Sun 8am-5pm Mon-Fri 7am-6pm Sat 8am-6pm
Rudy's Pub	2191 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 12pm-10pm
Social Room	2261 Lee Road, Cleveland Heights, OH 44118	Sun-Sat 4pm-2am
Sophia La Gourmande	2275 Lee Road, Cleveland Heights, OH 44118	Sun-Tue Closed Wed-Sat 9am-4pm
Stone Oven	2257 Lee Road, Cleveland Heights, OH 44118	Sat-Sun 8am-5pm Mon-Fri 7am-5pm
Taste	2317 Lee Road, Cleveland Heights, OH 44118	Sun 5pm-9pm Mon-Thu 5pm-10pm Fri-Sat 5pm-11pm
The Sweet Fix	2307 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Thu 9am-4:30pm Fri 9am-7:30pm Sat 12pm-5pm
The Tavern Company	2299 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Thu 5pm-12am Fri-Sat 5pm-2am
The Wine Spot	2271 Lee Road, Cleveland Heights, OH 44118	Sun 12pm-8pm Mon 1pm-8pm

		Tue-11am-8pm Wed-Sat 11am-10pm
Voodoo Brewery CLE	2279 Lee Road, Cleveland Heights, OH 44118	Sun 11am-5pm Mon-Tue Closed Wed-Thu 4pm-10pm Fri 4pm-11pm Sat 11am-11pm
Zoma Ethiopian Restaurant	2240 Lee Road, Cleveland Heights, OH 44118	Sun 3-8pm Mon Closed Tue-Fri 12-2pm, 4-9pm Sat 12pm-9pm
Services		
Cedar-Lee Theater	2163 Lee Road, Cleveland Heights, OH 44118	Sun-Mon 1:45pm-9pm Tue-Wed Closed Thu-Sat 1:45pm-9pm
Bryan's Marathon	2294 Lee Road, Cleveland Heights, OH 44118	24 Hours
Truenorth Shell Gas Station	2310 Lee Road, Cleveland Heights, OH 44118	Sub-Sat 6am-12am
Westwork Architectural Studio	2169 Lee Road, Cleveland Heights, OH 44118	By Appointment
Heights Uptown Barbershop	2244 Lee Road, Cleveland Heights, OH 44118	Mon Closed Sun, Tue-Sat 7am-7pm
Lee Road Dog Grooming	2246 Lee Road, Cleveland Heights, OH 44118	By Appointment
Lotus Flower Yoga	2319 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Sat 11:30am-4:30pm
Modern Edge Salon	2255 Lee Road, Cleveland Heights, OH 44118	Sun-Mon Closed Tue-Fri 10am-6pm Sat 8am-3pm
Two Brothers Beauty Supply	2203 Lee Road, Cleveland Heights, OH 44118	Sun Closed Mon-Fri 11am-7pm Sat 11am-6pm
Office/Other		
Heights Arts Gallery	2175 Lee Road, Cleveland Heights, OH 44118	Sun 12om-5pm Mon-Thu 1pm-7pm Fri-Sat 12pm-8pm
Christian Science Reading Room	2252 Lee Road, Cleveland Heights, OH 44118	Sat-Sun Closed Mon-Fri 10am-4pm
Funny Times	2176 Lee Road, Cleveland Heights, OH 44118	Sat-Sun Closed Mon-Fri 9am-5pm
SGI-USA Cleveland Buddhist Center	2255 Lee Road, Cleveland Heights, OH 44118	Sun 9am-4pm Mon 9am-2pm, 4pm-9pm Tue-Wed 9am-2pm Thu 9am-2pm, 6pm-9pm Fri 9am-2pm

	Sat 9am-4pm
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In accordance with ORC 4301.82(b)(4), the uses of land within the DORA is fall within the City's C2-X Multiple-Use zoning and is in accordance with Future Land Use Map contained in the 2017 adopted City of Cleveland Heights Master Plan. No properties within the DORA are zoned "Residential" as defined by Codified Ordinances of City of Cleveland Heights.

VI. QUALIFYING PERMIT HOLDERS

In accordance with ORC 4301.82(D(2), the DORA will encompass the following (not fewer than two) qualified permit holders as defined by ORC 4301.82(A), further identified as follows:

	Business Name	DBA	Address	Permit Type(s)	Permit #
1	Primo Vino LLC	CLE Urban Winery	2180B Lee Rd, Cleveland Heights, OH 44118	A2, A1A, B2A, S1, D6	7085874
2	AED Enterprises	Dewey's Pizza	2194 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D6	0066124-004D
3	TRICAT LLC	Voodoo Brewery CLE	2279 Lee Rd, Cleveland Heights, OH 44118	D5, D6	9046447
4	Boss Dog Brewing Company LLC	Boss Dog Brewing Co.	2179 Lee Rd, Cleveland Heights, OH 44118	A1C, A1A, D6	852022
5	Heights Arts Collaborative LLC	Heights Arts	2175 Lee Rd, Cleveland Heights, OH 44118	D5H	3716845
6	AEF Healthcare Consultants Inc.	The Wine Spot	2271 Lee Rd, Cleveland Heights, OH 44118	D5, D6	0003527-001D
7	TBD	Cozumel	2196 Lee Rd, Cleveland Heights, OH 44118	TBD	TBD
8	Armington Tavern LLC	Tavern Company	2299 Lee Rd, Cleveland Heights, OH 44118	D2, D2X, D3, D3A, D6	270615

9	Anatolia on Cedar Ltd	Anatolia Café	2270 Lee Rd, Cleveland Heights, OH 44118	D5, D6	0186009-0005
10	Seamus Marotta Inc	Marotta's	2289 Lee Rd, Cleveland Heights, OH 44118	D5, D6	7939372
11	Kathmandu Inc	Taste	2317 Lee Rd, Cleveland Heights, OH 44118	D5, D6	4509591-0010
12	Playa Inc	The Social Room	2261 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D3, D3A, D6	6959296
13	POE KING LLC	Kensington Pub	2250 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D3, D3A, D6	7008855
14	Big Greek	Best Gyros	2245 Lee Rd, Cleveland Heights, OH 44118		
15	Marchant Manor LLC	Marchant Manor Cheese	2211 Lee Rd, Cleveland Heights, OH 44118	D1, D2, D6	5528726
16	Kral and Faller LLC	New Heights Grill	2209 Lee Rd, Cleveland Heights, OH 44118	D2, D2X, D3, D3A, D6	4845441
17	Market on Lee LLC	Market on Lee	2256 Lee Rd, Cleveland Heights, OH 44118	C1, C2	5442256
18	Rudy's Pub LLC	Rudy's Pub	2191 Lee Rd, Cleveland Heights, OH 44118	D5, D6	7583540
19	Boiling Seafood LLC	Lee's Seafood Boil	2201 Lee Road, Cleveland Heights, OH 44118	D1, D2, D3	0790564-0005

VII. PUBLIC HEALTH & SAFETY PLAN

In accordance with ORC 4301.82(B)(5) and (F)(1) (d), the proposed requirements for the purpose of ensuring public health and safety within the DORA shall include the following:

City of Cleveland Heights DORA Safety Plan:

The Safety Plan will help maintain public safety within the DORA and designate the number of personnel needed to execute the Safety Plan. This will be accomplished in the following manner:

Current Public Safety personnel are adequate to maintain public safety within the DORA district. The City of Cleveland Heights Police Department (CHPD) currently has scheduled shifts which will enable it to maintain public safety within the DORA. CHPD has flexibility when deploying resources and has years of experience dealing with Cleveland Heights and Cedar-Lee events, such as Music Hop and Candy Crawl/Halloween Festival and other individual bar/venue events which draw large crowds throughout the year.

Public Safety staffing for the DORA would consist of the following:

1. Use of currently scheduled shifts of CHPD, giving them the ability to actively patrol the DORA and have a visible presence in the assigned area.
2. During pre-planned or known special events that will increase the activity in the DORA area, the CHPD will seek organizations involved with the events to help supplement the manning needed to effectively police the DORA area. CHPD will seek payment from such organizations for extra duty officer(s) as needed. The officer(s) primary responsibility would be the core business district where the DORA is located.
3. All Supervisors of Officers in Charge have the flexibility to call in additional staffing for emergency situations or if large crowds start to get out of control.

Beginning with the commencement of the DORA and continuing for a period of three (3) consecutive months, the Mayor of Cleveland Heights and the CHPD Chief of Police shall meet monthly to review the Safety Plan herein. The purpose of this meeting will be to determine whether updates, modifications, or supplementation may be advisable or required; and, in said event, such changes shall be presented to the Cleveland Heights City Council for consideration and implementation. At the end of the three-month pilot phase, Cleveland Heights City Council will have the option to continue or discontinue the DORA.

Ensuring Compliance with Liquor Laws:

As consumers purchase their first drink on a given day at a qualified permit holder within the DORA, they will be required to provide proof of age for themselves and anyone for whom they are purchasing an alcoholic beverage. The qualified permit holder will provide wristbands for each person and ensure they are placed on their wrists prior to leaving the establishment. FutureHeights will produce and provide wristbands to permit holders for purchase at cost. The wristbands must be worn until leaving the DORA for the day. The presence of the wristbands will assist CHPD in determining that no minors are carrying or consuming alcoholic beverages. Official Cups used for

DORA beverages will also display a logo (see Section II). These cups will only be used by those of legal age eligible to wear wristbands that will provide additional visual confirmation for law enforcement.

In accordance with 4301.82(B)(5), additional rules and requirements for the purpose of ensuring public health and safety within the DORA are as follows:

1. Beer, wine, and intoxicating liquor may only be served and consumed in an Official Cup.
2. A person may have in the person's possession one (1) Official Cup of beer, wine or intoxicating liquor at a designated indoor or outdoor location within the DORA, purchased only from a qualified permit holder within the DORA.
3. No person shall enter the premises of an establishment within the DORA while possessing an Official Cup of beer, wine or intoxicating liquor acquired elsewhere.
4. No person shall possess an opened container of beer, wine or intoxicating liquor while being in or on a motor vehicle within the DORA.
5. In addition to all other rights and remedies pursuant to law, qualified permit holders are required to enforce all applicable rules, standards and requirements set forth in this application will constitute a failure to satisfy the public health and safety requirements of the DORA, and shall constitute adequate grounds for the permit holder will lose the privilege to participate as a qualified permit holder.

Special Events:

The City of Cleveland Heights requires that each special event using City property receive a permit from the City. As in the City's practice, each event will be reviewed as required in the Codified Ordinances of the City of Cleveland Heights. Permit requirements may differ between events depending on their size, layout, use of right of way, and program. However, each event will be reviewed to ensure that adequate sanitation, signage and public safety requirements are established. The necessity for portable bathrooms, handicap accessibility, pedestrian mobility, police, fire, and emergency medical ingress and egress, crowds control DORA boundary management and trash management (dumpsters, cans, pickup, etc.) will be addressed. Event organizers may be required to pay for special duty officers or overtime for public service or safety workers in necessary, to ensure adequate health, public and safety requirements. If the special event includes the sale of alcoholic beverages, the event organizers can require that the City suspend the DORA for the duration of the special event.

Amendments and Possible Revocation:

The Mayor, City Staff, and Business District stakeholders will regularly meet to discuss the impacts of the DORA and recommend potential changes to Council including hours and days of operation up to and including the possible revocation of the DORA if its negatives are considered to outweigh its benefits or if it is no longer considered to be an economic benefit to the City. Cleveland Heights City Council will have the final say in enacting any changes to the DORA.

VIII. SANITATION PLAN

In accordance with ORC 4301.82(B)(5), (F)(1)(e) and (F)(1)(f), the following Sanitation Plan will help maintain the appearance and public health of the DORA as follows:

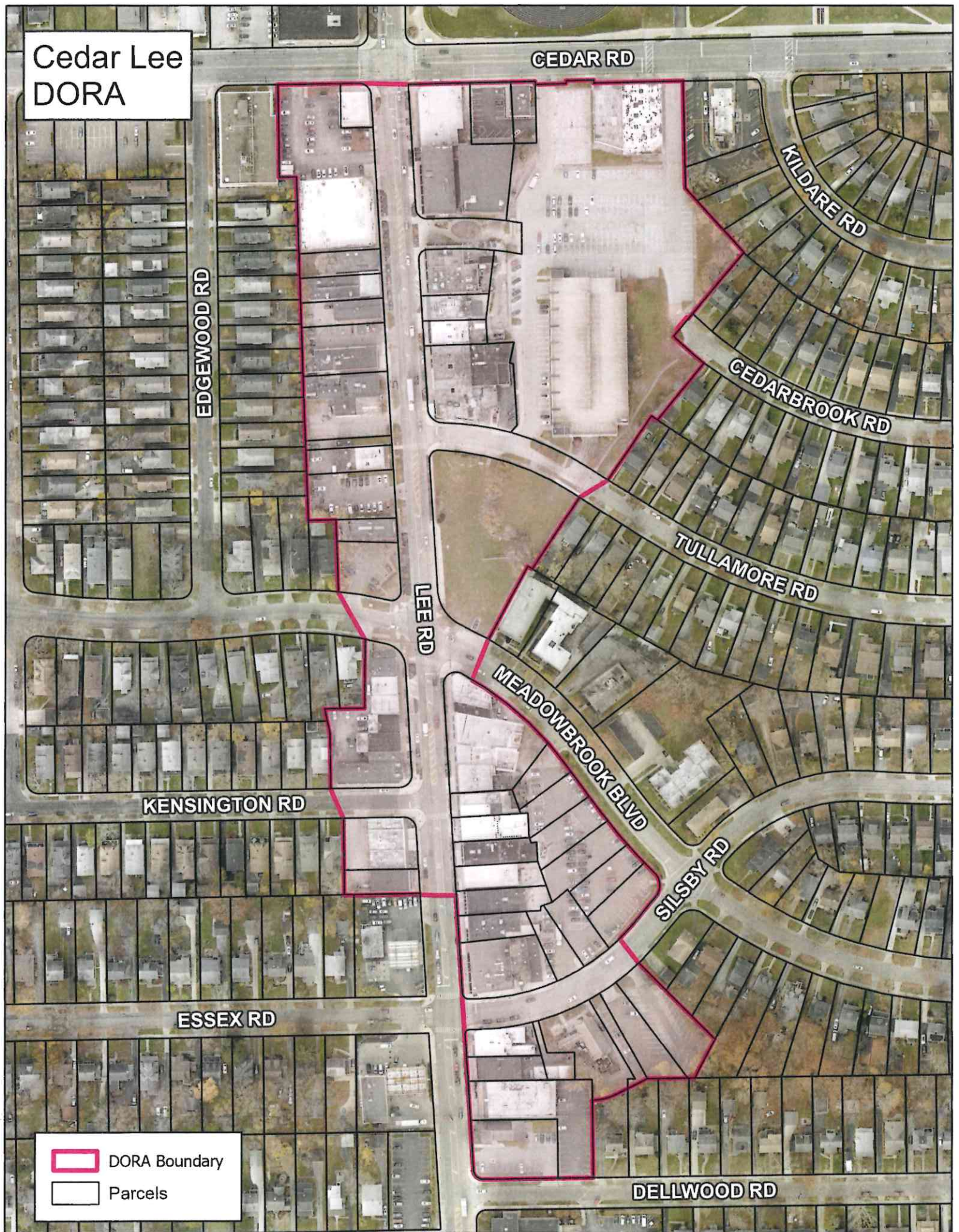
City of Cleveland Heights Department of Public Works staff would augment as needed the commercial trash collection contracted by the City. Additional permanent trash cans would be installed to collect the DORA cups. Staffing levels, trash cans and recyclable bins would be monitored and adjusted as needed.

The Director of Public Works for the City of Cleveland Heights has determined that the Sanitation Plan described herein is sufficient to help maintain the appearance and public health of the DORA. Attachment B shows the current location of City trash receptacles.

Attachment A

Map of Boundaries of the DORA

Cedar Lee
DORA



 DORA Boundary
 Parcels

Attachment B

**Map of Locations of Proposed DORA Signage
and Current Location of City Trash Receptacles**

Cedar Lee DORA





Date: April 11, 2024

To: City Council

From: Tara Schuster, Acting Finance Director

Subject: ORD 078- 2024 - 2024 Northeast Ohio Public Energy Council (NOPEC) Grant

Purpose Statement:

To authorize the Mayor to enter into all agreements necessary to accept the 2024 NOPEC Energized Community Grant.

The City of Cleveland Heights is eligible to receive 2024 Grant funds from Northeast Ohio Public Energy Council (NOPEC) that can be used for energy related projects in the City.

Grant Award Acceptance deadline is June 30, 2024

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: _____ No: X

If yes, why?

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

If yes, why?

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

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

No additional City funds are required. 2024 Budget will increase for Grant Funding when Projects are identified and the 2024 NOPEC Energized Community Grant Agreement is executed.

Proposed: 05/06/2024

ORDINANCE NO. 078-2024(MSES), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to take all actions necessary to apply for and accept one or more Northeast Ohio Public Energy Council 2024 Energized Community Grants; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "CITY") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2024 ("NEC Grant(s)") as provided for in the NEC Grant Program Guidelines; and

WHEREAS, it would be in the best interested of the CITY and its residents to enter into an agreement with NOPEC, Inc. upon terms substantially similar to those contained in the draft agreement on file with the Clerk of Council to receive one or more NEC Grant(s).

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

SECTION 1. This Council of the CITY of Cleveland Heights (the "Council") finds and determines that it is in the best interest of the CITY to enter into a Grant Agreement with NOPEC to accept any available NEC Grant funds for 2024, and authorizes the Mayor to apply for and execute a Grant Agreement upon terms substantially similar to those contained in the draft agreement attached hereto as Exhibit "A" to accept all NEC Grant funds awarded.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. Notice of the passage of this 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.

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being meeting the grant deadlines. 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

ORDINANCE NO. 078-2024(MSES)

and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT “A”

NOPEC 2024 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and _____, _____ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2024 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2024 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: _____

Name: _____

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

Proposed: 05/06/2024

ORDINANCE NO. 079-2024(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a third amendment to an agreement for the sale of certain real property located at 2228 Noble Road (primary address) consisting of several contiguous parcels; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City is the owner of approximately 2.08 acres of property located at or in the vicinity of 2228 Noble Road (Primary Address), Permanent Parcel Nos. 681-38-080, 681-38-012, 681-38-008, 681-06-004, and 681-06-121 in the City of Cleveland Heights (the "Property"); and

WHEREAS, TWG Development, LLC ("TWG"), an Indiana limited liability company, is interested in the purchase of said property for the construction of an affordable-housing residential development; and

WHEREAS, by Ordinance No. 180-2022, this Council indicated its desire to grant an interest in the Property to TWG sufficient to allow TWG to submit applications and/or otherwise explore tax credits and other funding sources for its desired project; with the understanding that no property transfer will occur until the City and TWG enter into a development agreement satisfactory to both parties; and

WHEREAS, the parties subsequently entered into a purchase agreement and amendment for the sale of the Property, contingent upon the execution of a development agreement satisfactory to both parties; and

WHEREAS, TWG was subsequently awarded tax credits for a low/moderate-income housing project on the Property; and

WHEREAS, when the City and TWG could not agree on a development plan satisfactory to both parties, this Council authorized the Mayor to execute a second amendment to the purchase agreement to extend the deadline for entering into the Development Agreement to June 1, 2024, and provide for a further extension of that deadline by another 90 days, if necessary to provide TWG the opportunity to explore further options for development on the Property; and

WHEREAS, a subsequent survey of Permanent Parcel Nos. 631-38-009, 631-38-010, and 631-38-008 revealed a Third Amendment to the Purchase and Sale Agreement is necessary to redefine the Property, adjust the sale price accordingly, and extend the Closing Date to 10 days after the execution of the Development Agreement and City and County approval of a lot split and consolidation plat to be recorded, and remaining permits to be obtained; and

ORDINANCE NO. 079-2024(PD)

WHEREAS, this Council has determined that it is in the best interest of the City to proceed with the execution of a Third Amendment to the Purchase and Sale Agreement, with closing still contingent upon approval of the Development Agreement reached by the parties, and approve the Development Agreement reached by the parties;

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

SECTION 1. The Mayor is hereby authorized to execute a Third Amendment to the Purchase and Sale Agreement with TWG Development, LLC, originally authorized by Ordinance No. 180-2022, in order to redefine the Property subject to the transaction, adjust the sale price accordingly, and extend the Closing Date to 60 days after the execution of a mutually acceptable Development Agreement, and City and County approval of a lot split and consolidation plat to be recorded, and for remaining permits to be obtained.

SECTION 2. That the documents implementing the above transaction shall be approved as to form by, and subject to the final approval of, the Director of Law.

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

SECTION 4. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public health, safety, and welfare by securing affordable housing opportunities for the City's residents in a timely and equitable manner. 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 immediate effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

ORDINANCE NO. 079-2024(PD)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

**THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY**

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the “Third Amendment”) is entered into by and between THE CITY OF CLEVELAND HEIGHTS, an Ohio municipal corporation (the “Seller”) and TWG DEVELOPMENT, LLC, an Indiana limited liability company (the “Purchaser”). Each party to this Third Amendment is individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about January 20, 2023, the Parties entered into that certain Agreement for Purchase and Sale of Real Property (the “Agreement”) relative to the real property described therein.

WHEREAS, pursuant to the terms of the Agreement, Purchaser deposited the sum of Ten Thousand Dollars (\$10,000.00) with the Title Company (the “Earnest Money”) to be applied to the Purchase Price at Closing or otherwise distributed in accordance with the terms of the Agreement.

WHEREAS, pursuant to the terms of the Agreement, the Parties had one hundred eighty (180) days from the Tax Credit Notification Date to negotiate and execute a mutually satisfactory Development Agreement, the execution of which being a condition precedent to Closing.

WHEREAS, on or about May 19, 2023, the Parties entered into that certain First Amendment to Agreement for Purchase and Sale of Real Property (the “First Amendment”) wherein the Tax Credit Notification Date was agreed to be May 19, 2023.

WHEREAS, pursuant to the terms of the First Amendment, the Parties had one hundred eighty (180) days from the May 19, 2023 Tax Credit Notification Date (i.e., November 15, 2023) in which to execute a mutually satisfactory Development Agreement and proceed to Closing.

WHEREAS, on or about November 15, 2023, the Parties entered into that certain Second Amendment to Agreement for Purchase and Sale of Real Property (the “Second Amendment”) wherein the Parties had until June 1, 2024 to execute a mutually satisfactory Development Agreement, subject to Developer’s right to extend the Closing Date as provided in Section 11(a) of the Agreement and further subject to the right of the City to further extend the June 1, 2024 deadline for a further period of ninety (90) days without additional action by City Council (to be evidenced in a writing signed by the Mayor in a form approved by the Director of Law.

WHEREAS, the Parties are desirous of entering into this Third Amendment to: (a) clarify the Property that is subject to the Agreement will no longer include PPNs 631-38-009, 631-38-010 and/or a portion of 631-38-008; (b) memorialize a reduction of the Purchase Price as a result thereof; and (c) amend the Closing Date.

NOW, THEREFORE, based upon the recitals, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto agree to the following:

1. That Exhibit A of the Agreement is hereby amended and restated to read as follows:

The tract or tracts of land situated in Cuyahoga County, Ohio, and described as Fiscal Officer Permanent Parcel Numbers:

681-06-004

681-06-121

681-38-008 (a portion of same per to be approved Lot Split and Consolidation Plat)

681-38-012

681-38-080

2. That Section 2 of the Agreement is hereby amended to reflect a reduction in the Purchase Price in the amount of Twenty-Nine Thousand Dollars (\$29,000.00). Accordingly, the total Purchase Price for the Property shall be Two Hundred Sixteen Thousand Dollars (\$216,000.00).
3. That Section 11(a) of the Agreement shall be amended to read as follows:
 - a. References in this Agreement to the “Closing” shall refer to the actual consummation of the transactions contemplated hereby. References in this Agreement to the “Closing Date” shall refer to the actual date upon which Closing occurs. The Closing shall take place at the office of the Title Company or such other place as may be mutually designated by Seller and Purchaser on the date that is sixty (60) days (or such other earlier or later date as reasonably agreed upon by the Parties hereto) after the execution by both Parties of a Development Agreement and the receipt of all necessary City and/or County approvals of the Lot Split and Consolidation Plat (splitting a portion of PPN 681-38-008 to be conveyed to Purchaser, which will be recorded at Closing). Notwithstanding the foregoing, Purchaser shall have the option to extend the Closing Date for a period of sixty (60) days by giving written notice to Seller and the Title Company not later than five (5) business days prior to the Closing Date, and in consideration therefor and as a condition to such extension, Purchaser shall deposit concurrently with the giving of the written notice an additional, non-refundable Earnest Money Deposit of Twenty-Five Thousand Dollars (\$25,000.00).
4. Representations. The Parties represent and warrant that each Party to this Third Amendment has full and unrestricted power, right, and authority to enter into this Third Amendment and perform its respective obligations hereunder.
5. Recitals. The recitals set forth herein are incorporated in this Third Amendment by reference.
6. Headings. The headings preceding each Section are intended for the convenience of the Parties to this Third Amendment and have no legal significance.

7. Capitalized Terms. Capitalized terms not defined herein shall have the meaning as ascribed in the Agreement, First Amendment and/or Second Amendment as applicable.
8. Execution in Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures delivered by electronic means (facsimile, pdf scan, etc.) shall be deemed binding originals thereof.
9. Binding Effect. This Third Amendment shall bind and inure to the benefit of the Parties hereto, their respective heirs, beneficiaries, members, partners, shareholders, subsidiaries, affiliates, agents, officers, directors, employees, insurers, successors, assigns, and all other representatives acting on the Parties' respective behalves.
10. Amendment. The Agreement, as amended by the First Amendment, the Second Amendment and this Third Amendment, shall not be amended, changed, or modified except by written instrument signed by all Parties hereto.
11. Incorporation/Conflict. The terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment, are incorporated herein by reference. In the event of a conflict between the terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment, and this Third Amendment, the terms and conditions of this Third Amendment shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Agreement for Purchase and Sale of Real Property as of the dates indicated below.

PURCHASER:

SELLER:

TWG DEVELOPMENT, LLC

THE CITY OF CLEVELAND HEIGHTS

Alex Frazier, Development Director

Kahlil Seren, Mayor

Date: _____

Date: _____

Approved as to legal form:

William R. Hanna, Law Director

Proposed: 05/06/2024

ORDINANCE NO. 080-2024(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to enter into a Development Agreement with TWG Development, LLC for the construction of a residential development at 2228 Noble Road (several parcels); and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City is the owner of approximately two (2) acres of real property located at or in the vicinity of 2228 Noble Road, 890 Woodview Road, 870 Woodview Road, 868 Woodview Road and 860 Woodview Road, further identified as Permanent Parcels No. 681-38-080, 681-38-012, 681-38-009, 681-38-008, 681-06-004 and 681-06-121 (hereafter the 'Property'); and

WHEREAS, TWG Development, LLC ("TWG") desires to purchase the Property for the construction of an affordable housing residential development (the "Development"); and

WHEREAS, pursuant to Resolution No. 180-2022, this Council authorized the Mayor to enter into a purchase agreement with TWG to allow TWG to explore tax credits and other funding sources for the potential construction of the Development, with said purchase agreement being subject to the negotiation and execution of a development agreement ("Development Agreement") satisfactory to both parties and approved by this Council; and

WHEREAS, on or about January 20, 2023, TWG and the City entered into an Agreement for the Purchase and Sale of Real Property, as amended by a First Amendment to Agreement for Purchase and Sale of Real Property dated May 19, 2023 (collectively the "Purchase Agreement" or "PSA"), whereby the City agreed to sell, and TWG agreed to purchase, the Property, the closing of which transaction is contingent upon the parties first entering into a Development Agreement for the development of the Property; further amended in November 2023 to extend the time for the parties to negotiate a Development Agreement; with a Third Amendment authorized on May __, 2024, to redefine the Property and adjust the price for the same; and

WHEREAS, the parties have negotiated a Development Agreement, with the proposed Development having obtained design approval by the City's Architectural Board of Review and approval by the Planning Commission and other review bodies, and approval of construction documents and Site Improvements, including streets, drives, walks, storm and sanitary sewers, and landscape plantings, by the City's Engineer and Building Officials; and

ORDINANCE NO. 080-2024(PD)

WHEREAS, this Council has determined that it is in the best interest of the City and its residents to move forward with the sale of the Property and the Development Agreement.

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

SECTION 1. It is hereby determined that the property owned by the City located on land situated in the vicinity of 2228 Noble Road, 890 Woodview Road, 870 Woodview Road, 868 Woodview Road, and 860 Woodview Road, further identified as Permanent Parcels No. 681-38-080, 681-38-012, 681-38-008, 681-06-004, and 681-06-121 is not needed for municipal/public purposes and it is in the best interest of the City and its residents to sell said property to TWG Development, LLC ("TWFG") for the construction and development of a fifty-two (52) unit affordable residential building to be known as the "Nobility Court Apartments" substantially in accordance with the terms and conditions of a draft Development Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. This Council hereby authorizes the Mayor to execute a Development Agreement with TWG and to sign any other related documents concerning the development of Nobility Court Apartments. The Development Agreement shall be substantially in accordance with the Development Agreement attached hereto as Exhibit "A".

SECTION 3. That the Development Agreement and any related documents shall be approved as to form by, and subject to the final approval of, the Director of Law.

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

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public health, safety, and welfare by securing affordable housing opportunities for the City's residents in a timely and equitable manner. 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 immediate effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), is entered into, as of the last date written below, by and between TWG Development, LLC, an Indiana limited liability company, duly registered with the Ohio Secretary of State to conduct business in the State of Ohio (the “Developer”), and the City of Cleveland Heights, Ohio, a municipal corporation, organized and existing under the Constitution and laws of the State of Ohio (the “State”) and a duly adopted Charter and Codified Ordinances (the “City”).

WHEREAS, the City is the record owner of vacant and contiguous real property located within the City and further identified as Cuyahoga County Permanent Parcel Nos. 681-06-004, 681-06-121, 631-38-008, 681-38-012 and 681-38-080 (collectively the “Property”), which are located in the S-2 Mixed Use District and A Single Family District.

WHEREAS, on or about January 20, 2023, the Developer and City entered into an Agreement for Purchase and Sale of Real Property, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated May 19, 2023, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property dated November 15, 2023 and as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated May ___, 2024 (collectively the “PSA”), wherein Developer agreed to purchase, and the City agreed to sell, the Property.

WHEREAS, the transaction contemplated by the PSA is contingent upon, without limitation, the Developer and City entering into a Development Agreement for the development of the Property.

WHEREAS, the Developer plans to develop the Property with a four (4) story, fifty-two (52) unit multi-family affordable housing facility with appurtenances thereto, including without

limitation, a community lease premises, community room, enclosed bike storage area, internet café and outdoor recreation areas, as generally depicted on the Development Plan attached hereto as Exhibit “A” and incorporated herein by reference, the final form of which remains subject to the approval of the City as set forth herein (the “Project”); and

WHEREAS, the City desires to ensure the complete and proper construction and installation of all streets, drives, walks, walls, storm and sanitary sewers, landscape plantings, ornamental features not located on a building, and terraces (the “Site Improvements”) as a component of the Project and the Development Plan, each of which are itemized and set forth in Exhibit B, which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and conditions as set forth herein, the Developer and the City hereby covenant and agree as follows:

1. AGREEMENT TO CONSTRUCT

Subject to the terms and conditions of this Agreement, Developer agrees to construct the Project, including the Site Improvements, at no cost to the City, in accordance with the final Development Plan, which is subject to approval by the City’s Planning Commission, including all applicable construction documents as approved by the City Engineer (collectively the “Construction Documents”). Developer shall comply with all applicable federal, state and local laws and regulations relative to construction of the Project and Site Improvements, and shall obtain all necessary zoning, design (via the City’s Architectural Board of Review), building, and other approvals and permits necessary prior to the commencement of construction from the City and any other entity with jurisdiction to provide a requisite permit or approval.

Developer shall complete construction of the Project, including all Site Improvements, within twenty-four (24) months from the date of approval of the final Development Plan by the City and receipt of all necessary permits from the City.

2. CONSULTING ENGINEER

The Developer shall, at its own cost and expense, engage the services of a duly accredited and qualified civil engineer to act as a consulting engineer during the course of construction of all Site Improvements.

The consulting engineer shall be physically present at the job site at all times as may be required by the City Engineer during construction of all Site Improvements. The consulting engineer shall supervise and monitor the construction of all Site Improvements for the Project to ensure that the Site Improvements are constructed as detailed on the Construction Documents and in accordance with the final approved Development Plan.

The consulting engineer shall, upon completion of the Site Improvements, or at any time at the reasonable request of the City Engineer, provide the City Engineer with written certification that all Site Improvements were properly constructed and installed in accordance with the specifications and requirements set forth in the Construction Documents. It is further agreed that the City is not obligated to provide a final inspection, nor is the City Engineer required to provide written acknowledgment that the Site Improvements have passed final inspection, until receipt of such written certification of the consulting engineer and delivery of a set of “as-built” drawings. Upon receipt of such written certification and as-built drawings, passage of all final inspections, and satisfaction of the City Engineer that the same is adequate, accurate and sufficient, the City Engineer will certify the Site Improvements as being completed.

Contemporaneously with the filing of the written certification by the consulting engineer provided for in the preceding paragraph, the consulting engineer shall file with the City Engineer a set of reproducible drawings on reproduction media such as mylar, showing the "as-built" Site Improvements.

3. PROJECT PLANS/COSTS

(a) Revisions. Developer agrees that any material modifications to the final approved Development Plan for the Project, including the Site Improvements, through change orders or otherwise shall require approval by the City.

(b) Building Permits. Building Permits necessary for commencement of construction of the Project, including the Site Improvements, shall be issued by the City upon written request by the Developer, proper registration of contractors, payment of all applicable permit fees, engineering, and/or plan review fees as provided in the Codified Ordinances, approval of all necessary plans, including the Construction Documents, and compliance with all other requirements of the City's Codified Ordinances.

(c) Construction Deposit. Developer shall provide the construction deposit provided for in Section 1311.04 of the City's Codified Ordinances and shall further comply with all provisions of that Section.

(d) Security for Performance. As and for security for the Developer's performance and completion of the obligations for the Site Improvements as set forth in this Agreement, the Developer shall, upon the execution of this Agreement, provide the City with a financial guarantee consistent with the requirements of Section 1145.07 of the City's Codified Ordinances and otherwise in a form and upon such terms and provisions deemed necessary by the Law Director to ensure the Developer's faithful performance

and completion of the obligations of the Developer for the Site Improvements as set forth in this Agreement, in such amount equal to the estimated costs of construction of the Site Improvements as certified by Developer's consulting engineer and the City Engineer.

The City shall retain the financial guarantee until such time as the Developer has requested final inspection of the Site Improvements, the same have passed final inspection, and the same are unconditionally certified by the City as being completed. Upon receipt of final certification from the City that the Site Improvements are completed, the financial guarantee shall be returned to Developer or otherwise terminated in writing by the City in a form reasonably acceptable to Developer.

It is specifically agreed that the Developer's obligation to completely and correctly construct and install the Site Improvements is not limited to the amount of the financial guarantee. Rather, the Developer's obligation to completely and correctly install the Site Improvements is contractual in nature and the statute of limitations governing contracts is applicable. By execution of this Agreement, the Developer hereby assigns, transfers and subrogates to the City any contractual rights that it may have against its general contractors, sub-contractors, subtrades, agents, employees or independent contractors for incomplete or incorrect installation of any of the Site Improvements. Developer agrees to promptly notify the City regarding information of which the Developer actually becomes aware regarding any actual or reasonably suspected breach of contract by those against whom the City acquires a subrogated right under this subsection.

4. QUALITY OF WORK; WARRANTY

All work done in connection with the construction or placement of the Project, including the Site Improvements, or repair thereto shall be done in a good and workmanlike manner, free from faults and defects and in compliance with the applicable laws, ordinances, orders and requirements of all governmental authorities, subject to the Developer's right to contest or appeal the same.

5. EMPLOYMENT AND WORKER SAFETY LAWS

Developer shall, at all times, while constructing, installing or repairing the Project, including the Site Improvements, comply with Workers' Compensation laws and regulations of the State of Ohio, Social Security laws and regulations, and all rules and regulations of the Occupational Safety and Health Act.

6. INSURANCE REQUIREMENTS

From the Effective Date of this Agreement through and until written certification of the Site Improvements by the City as contemplated by Section 2, and in addition to any other legal requirements, Developer shall obtain and/or cause its contractors to maintain all policies of insurance as required herein.

(a) Builder's Risk Insurance. During construction of the Project, including the Site Improvements, Developer shall procure and maintain, and/or cause its contractors or agents to procure and maintain, all risk builders' risk and fire insurance with extended coverage in the amount of one hundred percent (100%) of the replacement costs thereof.

(b) Hazard Insurance. Upon completion of construction of the Project, including the Site Improvements, and through the time that the maintenance bonds provided for herein are in effect, Developer shall insure the Site Improvements with "all risk" property

insurance insuring the full replacement cost of the Site Improvements from time to time constructed.

(c) Public Liability Insurance. During construction and until completion of construction of the Project, including the Site Improvements, Developer shall insure against all claims for personal injury or death or property damage with limits not less than Two Million Dollars (\$2,000,000.00) in the event of bodily injury or death of one person, and not less than Five Million Dollars (\$5,000,000.00) in the event of bodily injury or death to any number of persons in any one occurrence, and broad form property damage coverage of not less than One Million Dollars (\$1,000,000.00).

(d) Requirements for Insurance Policies. Developer shall name the City as an additional insured on all Public Liability insurance policies required herein. All insurance shall be affected by valid enforceable policies issued by insurers authorized to do business in the State, and is subject to pre-approval by the City in its reasonable discretion. Certificates of such insurance shall be delivered to the City at least thirty (30) calendar days prior to the commencement of construction of the Site Improvements or Project; certificates of replacement policies shall be delivered to the City at least thirty (30) calendar days prior to the expiration of the policy. All such policies shall contain agreements by the insurers that the policies shall not be cancelled except upon thirty (30) calendar days prior written notice to City; Developer shall promptly forward to the City a copy of any such notice of cancellation Developer receives. Any insurer providing coverage pursuant to this Section shall have a Best rating of "A" or better.

7. INSURANCE COVERAGE PRIOR TO CONSTRUCTION

Prior to commencement of construction of the Project, including the Site Improvements, Developer shall maintain insurance insuring the Property as provided in Sections 6(a) and covering public liability claims as provided in Section 6(b), and shall comply with the provisions of Section 6(d) regarding the same.

8. TRAFFIC CONTROL

During construction of the Project, including the Site Improvements, the Developer shall provide traffic control services as required by the Chief of Police, at Developer's sole cost and expense.

9. DUST CONTROL AND PERIMETER FENCING

The Developer shall be responsible for, at Developer's sole cost and expense, dust control and perimeter fencing in accordance with all applicable Codified Ordinances during construction of the Project, including the Site Improvements.

10. COMPLIANCE WITH APPROVED DEVELOPMENT PLAN

Developer agrees to construct the Project and Site Improvements in full compliance with the approved final Development Plan, including compliance with all conditions imposed thereon by the Planning Commission during its review and approval process, or as imposed by the City's Codified Ordinances.

11. SERVICE DELIVERIES AND TRASH PICK-UPS

Developer agrees that service deliveries and trash pick-ups shall comply with all applicable Codified Ordinances of the City, as may be amended from time to time. All trash shall be stored in covered containers in designated areas only.

12. CONSTRUCTION HOURS

Developer agrees that construction hours shall comply with all Codified Ordinances of the City, as may be amended from time to time.

13. STORM WATER MANAGEMENT/EROSION CONTROL

Prior to the issuance of any permits for the Project, including the Site Improvements, Developer shall prepare and submit a comprehensive Stormwater Pollution Prevention Plan, and shall comply with all other provisions of 1334 and 1335 of the City's Codified Ordinances.

14. DEFAULT

Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within thirty (30) calendar days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) calendar days, such commercially reasonable longer period of time. In the event such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the agreed time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, and without waiving or prejudice to its other legal or equitable remedies, proceedings to compel specific performance by the party in default or breach of its obligations. Furthermore, in the event of a breach by the Developer, after the requisite notice and opportunity to cure, as set forth in this Section, the City may terminate this Agreement, at which point the Developer shall immediately cease the construction of the Project, including the Site Improvements.

15. INDEMNIFICATION

The Developer shall indemnify and save the City harmless from and against any and all claims, costs and expenses for injury to persons or damage to property, including, without limitation, the cost of investigation and litigation, and all professional fees associated with such investigation or litigation (including reasonable attorney's fees), which may be brought against the City, proximately caused or claimed to have been caused by any act or omission of the Developer, its agents, independent contractors or employees and arising out of, or claimed to have arisen out of, any activity connected with the construction of the Project and installation of the Site Improvements, the maintenance of Site Improvements or the failure to maintain the Site Improvements as required by the terms of this Agreement.

16. OTHER RIGHTS AND REMEDIES; NO WAIVER BY DELAY

The City and Developer shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement, as it relates to development of the Project, including the Site Improvements, including, but not limited to, any monetary breach by the Developer, provided, that any delay by the City or Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that the City or Developer should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City or Developer with respect to any specific default by the City or Developer under this Section be considered or treated as a waiver of the rights of the City or Developer with respect to any other defaults by the City or Developer

under this Section or with respect to the particular default except to the extent specifically waived in writing.

17. CONFLICT OF INTEREST; CITY REPRESENTATIVE NOT PERSONALLY LIABLE

In addition to all applicable provisions of the City's Charter and State law, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City of this Agreement whether for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

18. ZONING CERTIFICATION/APPROVALS

Per Codified Ordinance Section 1311, the Developer shall apply for a certificate of zoning compliance, which the City shall issue, provided that the subject Property, as zoned at the time of application permits the development of the Project, and further provided that the Developer first obtains: (a) City Planning Commission approval of the Development Plan and, as may be necessary, approval of a Conditional Use to allow for accessory parking for multi-family use on that portion of the Property located in the A Single Family District and contiguous to that portion of the Property located in the S-2 Mixed Use District; (b) Board of Zoning Appeals approval of any necessary Area Variance(s); and (c) Architectural Board of Review approval of the Project design (collectively the "Approvals"). The City Administration agrees to reasonably

support the requested Approvals before the City Planning Commission, the Board of Zoning Appeals and/or the Architectural Board of Review.

19. FINAL APPROVAL

After the Project, including all Site Improvements, has passed final inspection as specified in the Codified Ordinances and after the City Engineer and/or Building Commissioner has determined that the Developer has completely performed all obligations required of the Developer by the terms of this Agreement, the City shall unconditionally approve the Project and issue all necessary Certificates of Occupancy, as well as certify, in writing, the Site Improvements as completed as set forth in Section 2. Final approval shall be deemed to have taken place at such time as the City issues said Certificate of Occupancy and the City certifies, in writing, that the Site Improvements are completed. Such Certificate of Occupancy and certification of completion shall evidence that the Developer has performed all obligations required of it by the provisions of this Agreement.

20. COMMUNITY REINVESTMENT AREA

The City acknowledges and agrees that, pursuant to Ordinance No. 77-2018 adopted on July 30, 2018 creating a City-wide Community Reinvestment Area, the subject Property is eligible for exemption from real property tax for a period of ten (10) years at one hundred percent (100%) of the increase in the assessed valuation resulting from the Project (the “CRA Exemption”). The Application for CRA Exemption shall be applied for by Developer upon completion of the Project and issuance of a Certificate of Occupancy.

21. INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement,

or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22. APPLICABLE LAW AND CONSTRUCTION

The laws of the State of Ohio shall govern the validity, performance and enforcement of this Agreement. The headings of the Sections contained herein are for convenience only and do not define, limit or construe the contents of such Sections.

Developer agrees that it will comply with all applicable federal, state and local laws with regard to housing opportunities and fair employment practices, including Section 171.011 of the City of Cleveland Heights Codified Ordinances, and will not discriminate on the basis of the protected classes identified in Section 749.01 of the City of Cleveland Heights Codified Ordinances (including age, race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity or expression) in connection with the construction or rental of housing or otherwise pursuant to this Development Agreement.

23. NOTICE

All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been duly given on the date delivered, if delivered personally; or on the date of receipt if delivered to a nationally recognized overnight courier service or if mailed by U.S. registered or certified mail, postage prepaid. All notices and communications shall be addressed as follows:

(a) NOTICE TO CITY:

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

WITH COPY TO:

William R. Hanna, Law Director
Roetzel & Andress
1375 East Ninth Street, 10th Floor
Cleveland, Ohio 44114

(b) NOTICE TO DEVELOPER:

TWG Development, LLC
Attn: Dustin Detzler, Esq.
1301 E. Washington Street, Suite 100
Indianapolis, Indiana 46202

WITH A COPY TO:

Kenneth J. Fisher, Esq.
Kenneth J. Fisher Co., L.P.A.
50 Public Square, Suite 2100
Cleveland, Ohio 44113

Each of the foregoing may change its notice address if it so notifies the other party listed above in writing pursuant to the requirements of this Section.

24. RECORDATION.

Neither party shall record this Agreement, whether in the public records of Cuyahoga County or elsewhere.

25. CONSTRUCTION OF TERMS

Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the terms and provisions of this Agreement shall be construed accordingly.

26. ASSIGNMENT

Except as otherwise provided in this Agreement or to an affiliated entity wholly owned by Developer, Developer shall not assign this Agreement, or any right, interest, or entitlement in

it, whether by operation of law or otherwise, without the express prior written consent of the City, in the City's sole discretion. In the event Developer assigns its interests in the Project, in whole or in part, this Agreement shall be fully disclosed and the assignee shall be subject to all terms and conditions of this Agreement, and Developer shall remain secondarily liable to the City concerning all rights assigned.

27. AGREEMENT BINDING UPON SUCCESSORS

The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto, but their respective personal representatives, heirs (if applicable), successors and permitted assigns.

28. COMPLETE AGREEMENT; AMENDMENT

All negotiations, considerations, representations and understandings between the parties as to the Project, including the Site Improvements, are incorporated in this Agreement, which supersedes all prior oral and/or written promises or representations by the parties, and which may be modified or altered only by agreement in writing signed by both parties to this Agreement.

29. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement does, is intended to, or shall be construed so as to confer upon any other party the rights of a third party beneficiary.

30. APPROVALS BY CITY

Except as otherwise expressly provided herein or as otherwise required by the Charter or Codified Ordinances of the City or applicable law, custom or practice of the City, any provision of this Agreement requiring the approval of the City, the satisfaction or evidence of satisfaction of the City, certificate or certification by the City or the opinion of the City shall be interpreted as requiring action by the Mayor (or such other official as the Mayor may from time to time

designate) granting, authorizing or expressing such approval, satisfaction, certification or opinion, as the case may be.

31. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereto affixed their signatures to this Development Agreement as of the dates indicated below.

TWG Development, LLC

City of Cleveland Heights, Ohio

Print Name: _____

Title: _____

Date: _____

Mayor Kahlil Seren

Date: _____

Approved as to form:

William R. Hanna, Law Director

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), is entered into, as of the last date written below, by and between TWG Development, LLC, an Indiana limited liability company, duly registered with the Ohio Secretary of State to conduct business in the State of Ohio (the “Developer”), and the City of Cleveland Heights, Ohio, a municipal corporation, organized and existing under the Constitution and laws of the State of Ohio (the “State”) and a duly adopted Charter and Codified Ordinances (the “City”).

WHEREAS, the City is the record owner of vacant and contiguous real property located within the City and further identified as Cuyahoga County Permanent Parcel Nos. 681-06-004, 681-06-121, 631-38-008, 681-38-012 and 681-38-080 (collectively the “Property”), which are located in the S-2 Mixed Use District and A Single Family District.

WHEREAS, on or about January 20, 2023, the Developer and City entered into an Agreement for Purchase and Sale of Real Property, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated May 19, 2023, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property dated November 15, 2023 and as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated May ___, 2024 (collectively the “PSA”), wherein Developer agreed to purchase, and the City agreed to sell, the Property.

WHEREAS, the transaction contemplated by the PSA is contingent upon, without limitation, the Developer and City entering into a Development Agreement for the development of the Property.

WHEREAS, the Developer plans to develop the Property with a four (4) story, fifty-two (52) unit multi-family affordable housing facility with appurtenances thereto, including without

limitation, a community lease premises, community room, enclosed bike storage area, internet café and outdoor recreation areas, as generally depicted on the Development Plan attached hereto as Exhibit “A” and incorporated herein by reference, the final form of which remains subject to the approval of the City as set forth herein (the “Project”); and

WHEREAS, the City desires to ensure the complete and proper construction and installation of all streets, drives, walks, walls, storm and sanitary sewers, landscape plantings, ornamental features not located on a building, and terraces (the “Site Improvements”) as a component of the Project and the Development Plan, each of which are itemized and set forth in Exhibit B, which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and conditions as set forth herein, the Developer and the City hereby covenant and agree as follows:

1. AGREEMENT TO CONSTRUCT

Subject to the terms and conditions of this Agreement, Developer agrees to construct the Project, including the Site Improvements, at no cost to the City, in accordance with the final Development Plan, which is subject to approval by the City’s Planning Commission, including all applicable construction documents as approved by the City Engineer (collectively the “Construction Documents”). Developer shall comply with all applicable federal, state and local laws and regulations relative to construction of the Project and Site Improvements, and shall obtain all necessary zoning, design (via the City’s Architectural Board of Review), building, and other approvals and permits necessary prior to the commencement of construction from the City and any other entity with jurisdiction to provide a requisite permit or approval.

Developer shall complete construction of the Project, including all Site Improvements, within twenty-four (24) months from the date of approval of the final Development Plan by the City and receipt of all necessary permits from the City.

2. CONSULTING ENGINEER

The Developer shall, at its own cost and expense, engage the services of a duly accredited and qualified civil engineer to act as a consulting engineer during the course of construction of all Site Improvements.

The consulting engineer shall be physically present at the job site at all times as may be required by the City Engineer during construction of all Site Improvements. The consulting engineer shall supervise and monitor the construction of all Site Improvements for the Project to ensure that the Site Improvements are constructed as detailed on the Construction Documents and in accordance with the final approved Development Plan.

The consulting engineer shall, upon completion of the Site Improvements, or at any time at the reasonable request of the City Engineer, provide the City Engineer with written certification that all Site Improvements were properly constructed and installed in accordance with the specifications and requirements set forth in the Construction Documents. It is further agreed that the City is not obligated to provide a final inspection, nor is the City Engineer required to provide written acknowledgment that the Site Improvements have passed final inspection, until receipt of such written certification of the consulting engineer and delivery of a set of “as-built” drawings. Upon receipt of such written certification and as-built drawings, passage of all final inspections, and satisfaction of the City Engineer that the same is adequate, accurate and sufficient, the City Engineer will certify the Site Improvements as being completed.

Contemporaneously with the filing of the written certification by the consulting engineer provided for in the preceding paragraph, the consulting engineer shall file with the City Engineer a set of reproducible drawings on reproduction media such as mylar, showing the "as-built" Site Improvements.

3. PROJECT PLANS/COSTS

(a) Revisions. Developer agrees that any material modifications to the final approved Development Plan for the Project, including the Site Improvements, through change orders or otherwise shall require approval by the City.

(b) Building Permits. Building Permits necessary for commencement of construction of the Project, including the Site Improvements, shall be issued by the City upon written request by the Developer, proper registration of contractors, payment of all applicable permit fees, engineering, and/or plan review fees as provided in the Codified Ordinances, approval of all necessary plans, including the Construction Documents, and compliance with all other requirements of the City's Codified Ordinances.

(c) Construction Deposit. Developer shall provide the construction deposit provided for in Section 1311.04 of the City's Codified Ordinances and shall further comply with all provisions of that Section.

(d) Security for Performance. As and for security for the Developer's performance and completion of the obligations for the Site Improvements as set forth in this Agreement, the Developer shall, upon the execution of this Agreement, provide the City with a financial guarantee consistent with the requirements of Section 1145.07 of the City's Codified Ordinances and otherwise in a form and upon such terms and provisions deemed necessary by the Law Director to ensure the Developer's faithful performance

and completion of the obligations of the Developer for the Site Improvements as set forth in this Agreement, in such amount equal to the estimated costs of construction of the Site Improvements as certified by Developer's consulting engineer and the City Engineer.

The City shall retain the financial guarantee until such time as the Developer has requested final inspection of the Site Improvements, the same have passed final inspection, and the same are unconditionally certified by the City as being completed. Upon receipt of final certification from the City that the Site Improvements are completed, the financial guarantee shall be returned to Developer or otherwise terminated in writing by the City in a form reasonably acceptable to Developer.

It is specifically agreed that the Developer's obligation to completely and correctly construct and install the Site Improvements is not limited to the amount of the financial guarantee. Rather, the Developer's obligation to completely and correctly install the Site Improvements is contractual in nature and the statute of limitations governing contracts is applicable. By execution of this Agreement, the Developer hereby assigns, transfers and subrogates to the City any contractual rights that it may have against its general contractors, sub-contractors, subtrades, agents, employees or independent contractors for incomplete or incorrect installation of any of the Site Improvements. Developer agrees to promptly notify the City regarding information of which the Developer actually becomes aware regarding any actual or reasonably suspected breach of contract by those against whom the City acquires a subrogated right under this subsection.

4. QUALITY OF WORK; WARRANTY

All work done in connection with the construction or placement of the Project, including the Site Improvements, or repair thereto shall be done in a good and workmanlike manner, free from faults and defects and in compliance with the applicable laws, ordinances, orders and requirements of all governmental authorities, subject to the Developer's right to contest or appeal the same.

5. EMPLOYMENT AND WORKER SAFETY LAWS

Developer shall, at all times, while constructing, installing or repairing the Project, including the Site Improvements, comply with Workers' Compensation laws and regulations of the State of Ohio, Social Security laws and regulations, and all rules and regulations of the Occupational Safety and Health Act.

6. INSURANCE REQUIREMENTS

From the Effective Date of this Agreement through and until written certification of the Site Improvements by the City as contemplated by Section 2, and in addition to any other legal requirements, Developer shall obtain and/or cause its contractors to maintain all policies of insurance as required herein.

(a) Builder's Risk Insurance. During construction of the Project, including the Site Improvements, Developer shall procure and maintain, and/or cause its contractors or agents to procure and maintain, all risk builders' risk and fire insurance with extended coverage in the amount of one hundred percent (100%) of the replacement costs thereof.

(b) Hazard Insurance. Upon completion of construction of the Project, including the Site Improvements, and through the time that the maintenance bonds provided for herein are in effect, Developer shall insure the Site Improvements with "all risk" property

insurance insuring the full replacement cost of the Site Improvements from time to time constructed.

(c) Public Liability Insurance. During construction and until completion of construction of the Project, including the Site Improvements, Developer shall insure against all claims for personal injury or death or property damage with limits not less than Two Million Dollars (\$2,000,000.00) in the event of bodily injury or death of one person, and not less than Five Million Dollars (\$5,000,000.00) in the event of bodily injury or death to any number of persons in any one occurrence, and broad form property damage coverage of not less than One Million Dollars (\$1,000,000.00).

(d) Requirements for Insurance Policies. Developer shall name the City as an additional insured on all Public Liability insurance policies required herein. All insurance shall be affected by valid enforceable policies issued by insurers authorized to do business in the State, and is subject to pre-approval by the City in its reasonable discretion. Certificates of such insurance shall be delivered to the City at least thirty (30) calendar days prior to the commencement of construction of the Site Improvements or Project; certificates of replacement policies shall be delivered to the City at least thirty (30) calendar days prior to the expiration of the policy. All such policies shall contain agreements by the insurers that the policies shall not be cancelled except upon thirty (30) calendar days prior written notice to City; Developer shall promptly forward to the City a copy of any such notice of cancellation Developer receives. Any insurer providing coverage pursuant to this Section shall have a Best rating of "A" or better.

7. INSURANCE COVERAGE PRIOR TO CONSTRUCTION

Prior to commencement of construction of the Project, including the Site Improvements, Developer shall maintain insurance insuring the Property as provided in Sections 6(a) and covering public liability claims as provided in Section 6(b), and shall comply with the provisions of Section 6(d) regarding the same.

8. TRAFFIC CONTROL

During construction of the Project, including the Site Improvements, the Developer shall provide traffic control services as required by the Chief of Police, at Developer's sole cost and expense.

9. DUST CONTROL AND PERIMETER FENCING

The Developer shall be responsible for, at Developer's sole cost and expense, dust control and perimeter fencing in accordance with all applicable Codified Ordinances during construction of the Project, including the Site Improvements.

10. COMPLIANCE WITH APPROVED DEVELOPMENT PLAN

Developer agrees to construct the Project and Site Improvements in full compliance with the approved final Development Plan, including compliance with all conditions imposed thereon by the Planning Commission during its review and approval process, or as imposed by the City's Codified Ordinances.

11. SERVICE DELIVERIES AND TRASH PICK-UPS

Developer agrees that service deliveries and trash pick-ups shall comply with all applicable Codified Ordinances of the City, as may be amended from time to time. All trash shall be stored in covered containers in designated areas only.

12. CONSTRUCTION HOURS

Developer agrees that construction hours shall comply with all Codified Ordinances of the City, as may be amended from time to time.

13. STORM WATER MANAGEMENT/EROSION CONTROL

Prior to the issuance of any permits for the Project, including the Site Improvements, Developer shall prepare and submit a comprehensive Stormwater Pollution Prevention Plan, and shall comply with all other provisions of 1334 and 1335 of the City's Codified Ordinances.

14. DEFAULT

Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within thirty (30) calendar days after receipt of such notice, or in the event the default or breach cannot be cured within thirty (30) calendar days, such commercially reasonable longer period of time. In the event such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the agreed time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, and without waiving or prejudice to its other legal or equitable remedies, proceedings to compel specific performance by the party in default or breach of its obligations. Furthermore, in the event of a breach by the Developer, after the requisite notice and opportunity to cure, as set forth in this Section, the City may terminate this Agreement, at which point the Developer shall immediately cease the construction of the Project, including the Site Improvements.

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The Developer shall indemnify and save the City harmless from and against any and all claims, costs and expenses for injury to persons or damage to property, including, without limitation, the cost of investigation and litigation, and all professional fees associated with such investigation or litigation (including reasonable attorney's fees), which may be brought against the City, proximately caused or claimed to have been caused by any act or omission of the Developer, its agents, independent contractors or employees and arising out of, or claimed to have arisen out of, any activity connected with the construction of the Project and installation of the Site Improvements, the maintenance of Site Improvements or the failure to maintain the Site Improvements as required by the terms of this Agreement.

16. OTHER RIGHTS AND REMEDIES; NO WAIVER BY DELAY

The City and Developer shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement, as it relates to development of the Project, including the Site Improvements, including, but not limited to, any monetary breach by the Developer, provided, that any delay by the City or Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that the City or Developer should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City or Developer with respect to any specific default by the City or Developer under this Section be considered or treated as a waiver of the rights of the City or Developer with respect to any other defaults by the City or Developer

under this Section or with respect to the particular default except to the extent specifically waived in writing.

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In addition to all applicable provisions of the City's Charter and State law, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City of this Agreement whether for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

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support the requested Approvals before the City Planning Commission, the Board of Zoning Appeals and/or the Architectural Board of Review.

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William R. Hanna, Law Director
Roetzel & Andress
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Attn: Dustin Detzler, Esq.
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WITH A COPY TO:

Kenneth J. Fisher, Esq.
Kenneth J. Fisher Co., L.P.A.
50 Public Square, Suite 2100
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Each of the foregoing may change its notice address if it so notifies the other party listed above in writing pursuant to the requirements of this Section.

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This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereto affixed their signatures to this Development Agreement as of the dates indicated below.

TWG Development, LLC

City of Cleveland Heights, Ohio

Print Name:_____

Title:_____

Date:_____

Mayor Kahlil Seren

Date:_____

Approved as to form:

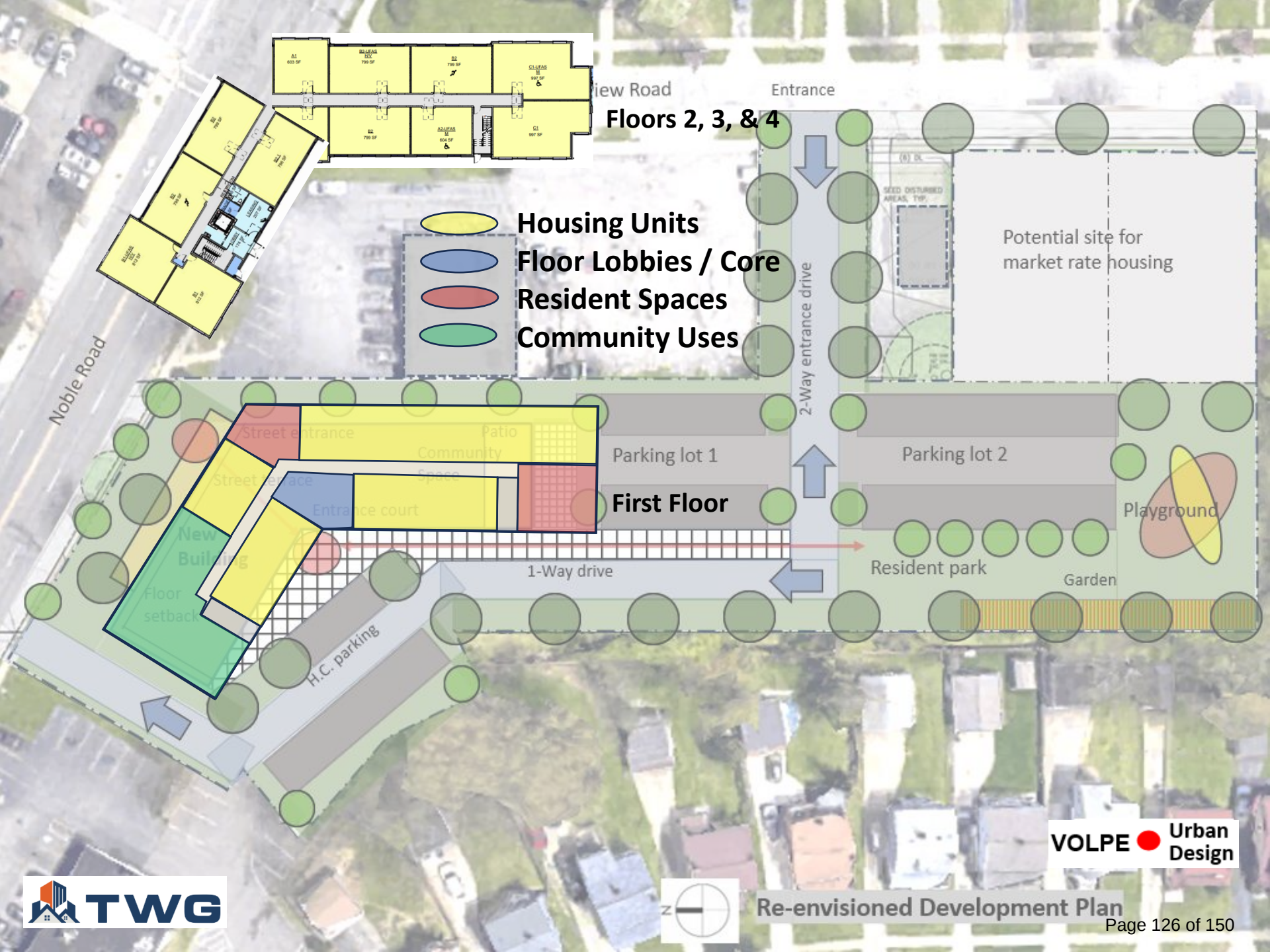
William R. Hanna, Law Director

Exhibit A
Development Plan



Nobility Court - City of Cleveland Heights
Architectural Board of Review Submission

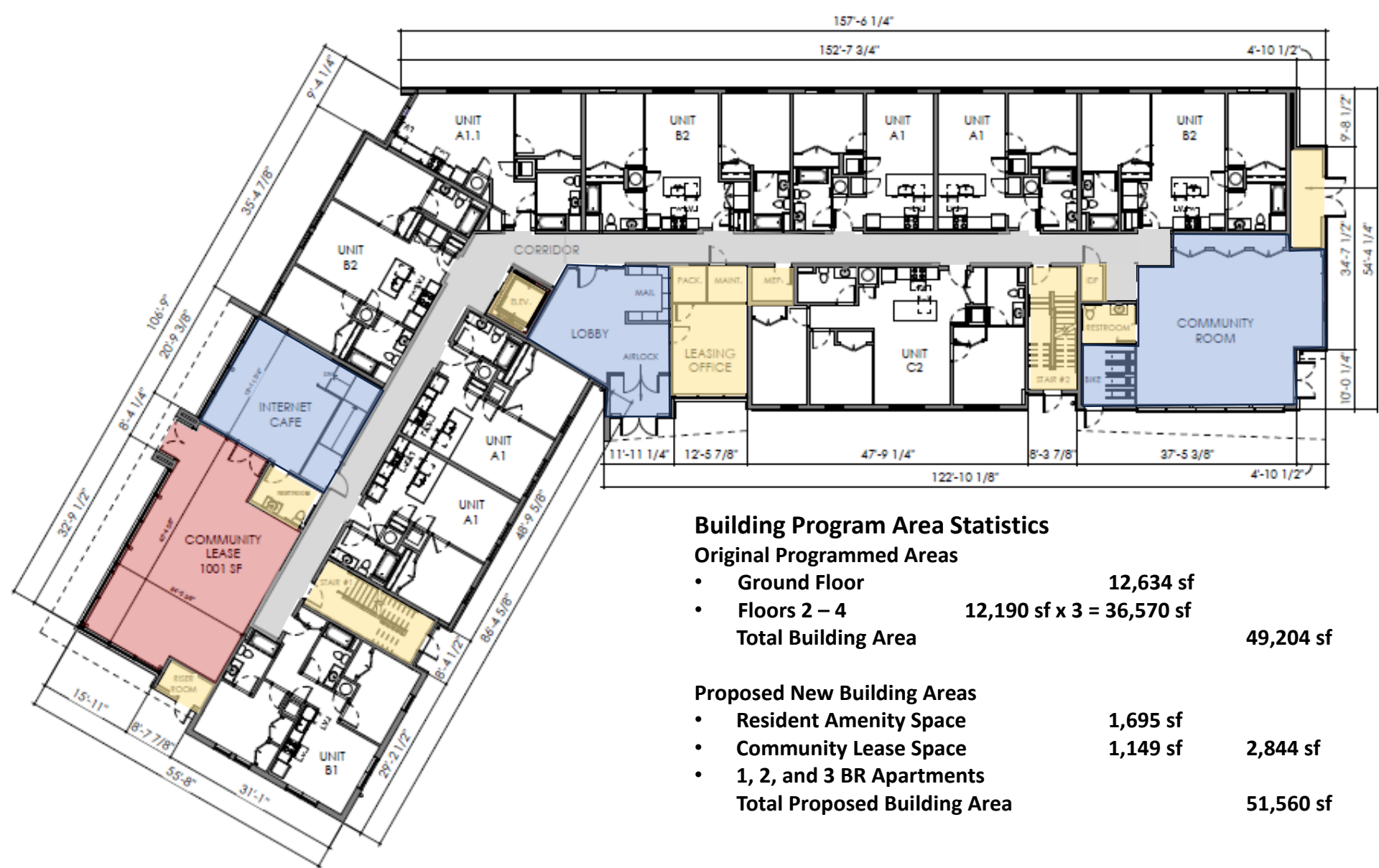
04/18/23



View Road
Floors 2, 3, & 4

- Housing Units**
- Floor Lobbies / Core**
- Resident Spaces**
- Community Uses**

First Floor



Building Program Area Statistics

Original Programmed Areas

• Ground Floor	12,634 sf	
• Floors 2 – 4	12,190 sf x 3 = 36,570 sf	
Total Building Area		49,204 sf

Proposed New Building Areas

• Resident Amenity Space	1,695 sf	
• Community Lease Space	1,149 sf	2,844 sf
• 1, 2, and 3 BR Apartments		
Total Proposed Building Area		51,560 sf

Ground Floor Building Plan

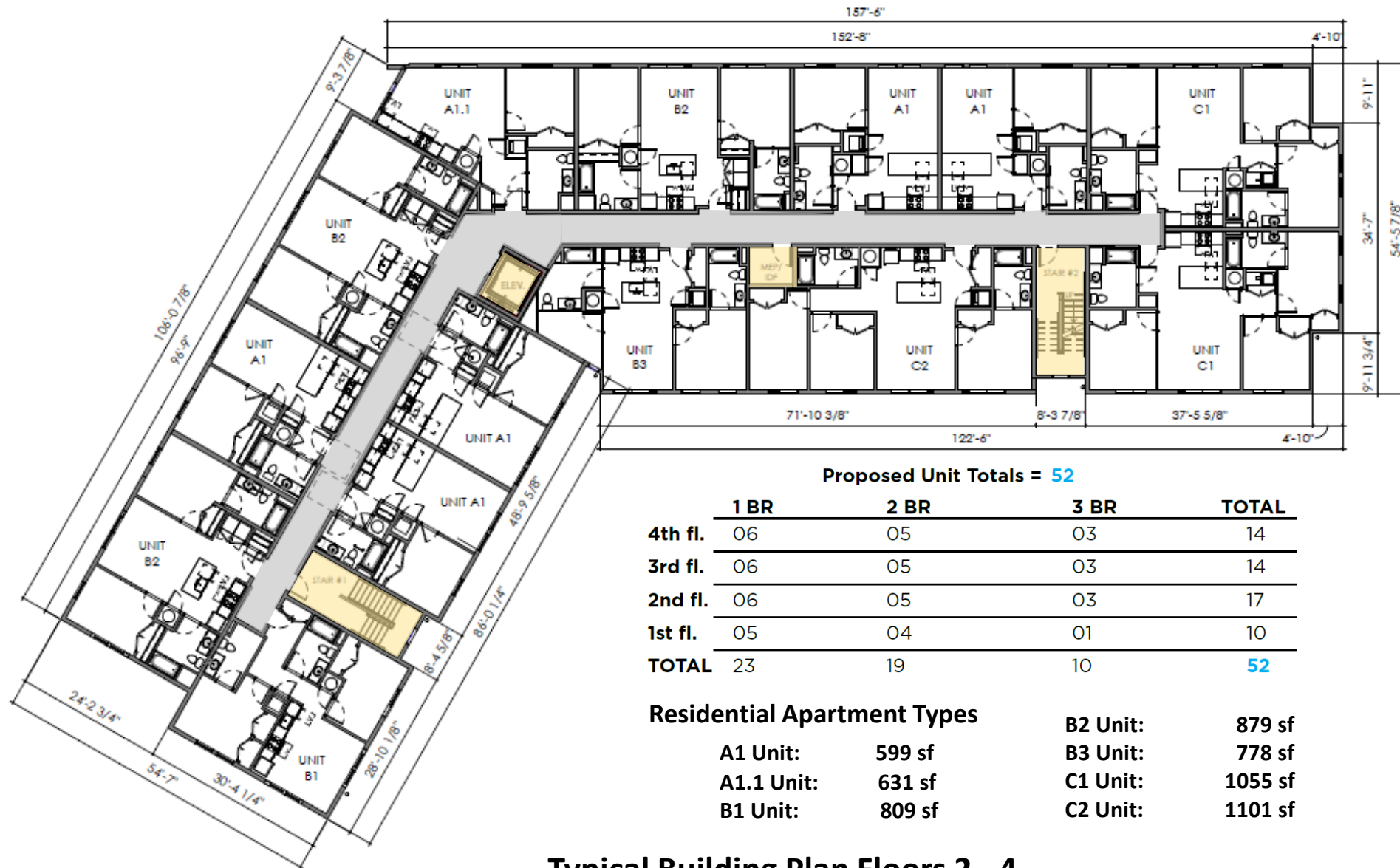
Nobility Court

City of Cleveland Heights



BIALOSKY
CLEVELAND

VOLPE Urban
Design
Page 127 of 150



Typical Building Plan Floors 2 - 4



North Street Commercial Elevation



West Side Elevation along Noble



South Building Elevation



East Main Resident Entrance Elevation



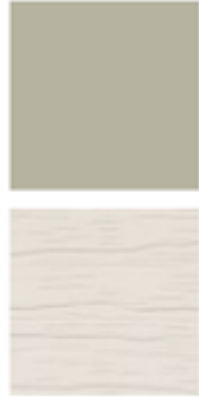
South Building Elevation
facing Community Patio



West Building Elevation adjacent to Mini-Mart



Sagiwall exterior polymer channeled siding – wood grain finish



Wolverine commercial vinyl siding – smooth lap

Open joint fiber cement panel - painted



Windows - white



Single hung grouped and individual vinyl windows with fiber cement inserts



NOBLE STATION

City of Cleveland Heights



Commercial Storefront at Drive

Nobility Court

City of Cleveland Heights



Noble Road Streetscape – Afternoon Sun



Looking East Toward Entrance Court



Woodview Road



Proposed Project Parking Statistics

	Resident Parking	52
	On-site	
	Commercial Parking	4
	On-site	4
	Street	5 (potential)
	Visitor Parking	24
	City lot	





Nobility Court – Evening Along Noble Road City of Cleveland Heights

Exhibit B
Site Improvements



Nobility Court - City of Cleveland Heights
Architectural Board of Review Submission

04/18/23



Woodview Road

Future
Development
Site

38

5

4

4

5

24

Noble Road

5

Proposed Project Parking Statistics

Resident Parking 52
On-site

Commercial Parking 4
On-site 4
Street 5 (potential)

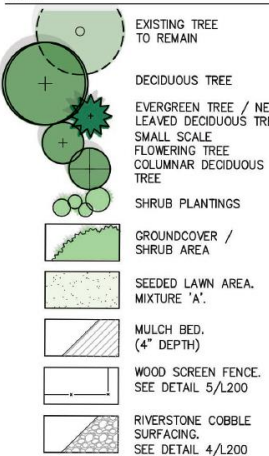
Visitor Parking 24
City lot

NOBLE STATION

City of Cleveland Heights



KEY



PLANT SCHEDULE

Key	Qty	Botanical / Common Name	Size	Cond.	Spacing	Native
Trees						
AC	6	Anelanchier e grandiflora / Autumn Brilliance Serviceberry	8' Clump	BBB	See Plan	Yes
CAT	3	Catalpa speciosa / Northern Catalpa	20" Cal.	BBB	See Plan	Yes
COH	8	Cham. obtusa / Gracilis / Hinkley False Cypress	8' HL	BBB	See Plan	No
CHO	3	Chionanthus virginicus / White Fringetree	8' HL	BBB	See Plan	Yes
GB	4	Ginkgo biloba / Ginkgo	20" Cal.	BBB	See Plan	No
GTI	3	Gleditsia triacanthos var. 'Inalla' / Inalla Honeylocust	20" Cal.	BBB	See Plan	Yes
LSS	15	Liquidambar styraciflua 'Slender Silhouette' / Slender Silhouette Sweetgum	20" Cal.	BBB	See Plan	Yes
MV	3	Magnolia virginiana / Sweetbay Magnolia	8' HL	BBB	See Plan	Yes
NTT	5	Nyssa sylvatica 'Tupelo Tower' / Tupelo Tower Blackgum	20" Cal.	BBB	See Plan	Yes
OB	1	Quercus bicolor / Swamp White Oak	20" Cal.	BBB	See Plan	Yes
TPGG	15	Thuja plicata 'Green Giant' / Western Red Cedar	8' HL	BBB	See Plan	Yes
Shrubs						
ASH	69	Aronia melanocarpa 'Ground Hog' / Ground Hog Chokeberry	15"	No. 3	3' O.C.	Yes
CALY	15	Calycanthus floridus / Sweetshrub	36"	No. 5	6' O.C.	Yes
CLE	14	Clethra alnifolia / Summersweet Clethra	30"	No. 5	4' O.C.	Yes
CRG	30	Cornus racemosa 'Geausa' / Geausa Gray Dogwood	36"	No. 5	5' O.C.	Yes
CRM	47	Cornus rosmarinifolia / Makmugum Gray Dogwood	24"	No. 3	4' O.C.	Yes
DL	60	Diervilla lonicera / Dwarf Bush Honeysuckle	18"	No. 3	3' O.C.	Yes
HQ	11	Hydrangea quercifolia / Oakleaf Hydrangea	30"	No. 5	5' O.C.	Yes
IV	30	Ilex vert. 'Shaver' / Jim Dandy / Winterberry	24"	BBB	3' O.C.	Yes
JSG	10	Juniperus chinensis 'Sea Green' / Medium Juniper	30"	No. 5	3' O.C.	No
JGO	50	Juniperus virginiana 'Grey Owl' / Grey Owl Juniper	30"	No. 5	4' O.C.	Yes
MP	25	Myrica pennsylvanica / Northern Bayberry	30"	No. 5	4' O.C.	Yes
RAGL	72	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	18"	No. 3	3' O.C.	Yes
ROSA	40	Rosa 'Woodstock' / Red Knotted Rose	18"	No. 3	3' O.C.	No
SYR	15	Syringa meyeri 'Paladin' / Paladin Lilac	24"	No. 5	4' O.C.	No
Perennials and Grasses						
AMSO	89	Amorpha tobacconensis v. callicola / Eastern Blue Star	Clump	No. 2	24" O.C.	Yes
AND	7	Andropogon gerardi / Big Bluestem	Clump	No. 2	3' O.C.	Yes
BAP	32	Baptisia australis 'Twilight Prairies/Blue' / Twilight Prairies/Blue False Indigo	Clump	No. 2	3' O.C.	Yes
ELY	38	Elymus arenarius 'Blue Dune' / Blue Dune Lyme Grass	Clump	No. 2	30" O.C.	No
HELI	5	Helianthus grosseserratus / Sawtooth Sunflower	Clump	No. 2	4' O.C.	Yes
HYP	92	Hypericum calycinum / St. Johnswort	Clump	No. 2	24" O.C.	No
NEP	15	Neperata F. 'Walker's Low' / Walker's Low Catmint	Clump	No. 2	24" O.C.	Yes
PAN	47	Panicum virgatum 'Prairie Sky' / Prairie Sky Switchgrass	Clump	No. 2	4' O.C.	Yes
PYC	11	Pycnanthemum tenuifolium / Narrowleaf Mountain Mint	Clump	No. 2	24" O.C.	Yes
SS	15	Schizanthus scoparium 'Standing Ovation' / Standing Ovation Little Bluestem	Clump	No. 2	24" O.C.	Yes

Note: Plants denoted as Native are USDA Native Status: Lower 48 true species or selected hybrids

WOODVIEW ROAD



rmllc
landscape architecture
robertmorganllc.com

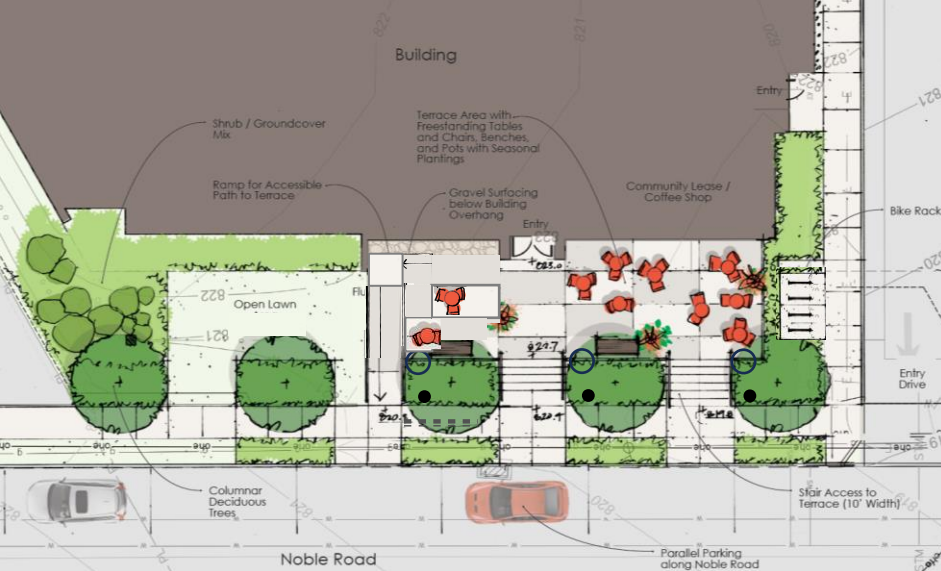
TWG

STRUCTUREPOINT
PRELIMINARY
NOT FOR CONSTRUCTION

Nobility Court
City of Cleveland Heights

ISSUE DATE: 03/05/24
REVISION

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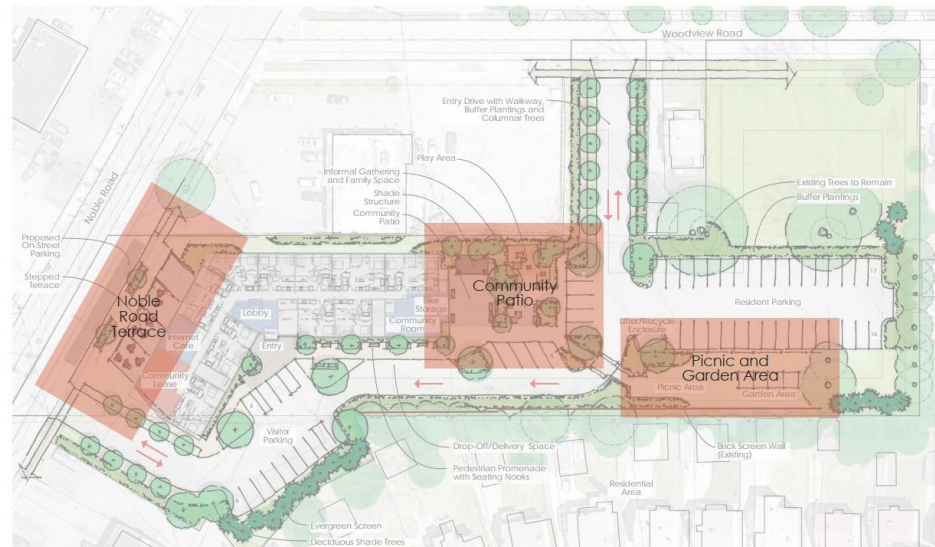
Noble Road Terrace



Community Patio



Picnic and Garden Area



Resident and Community Spaces and Places

Nobility Court

City of Cleveland Heights



Site Signage and Features

- Sign location and message (final graphics TBD)
 1. Nobility Entrance – H.C. and Commercial Parking
 2. H.C. Parking
 3. 1 way – Do Not Enter
 4. Loading Zone Only
 5. Pedestrian Crossing – 1 Way Traffic
 6. Resident Parking Only – Sticker Required
 7. Entrance – Resident Parking Only

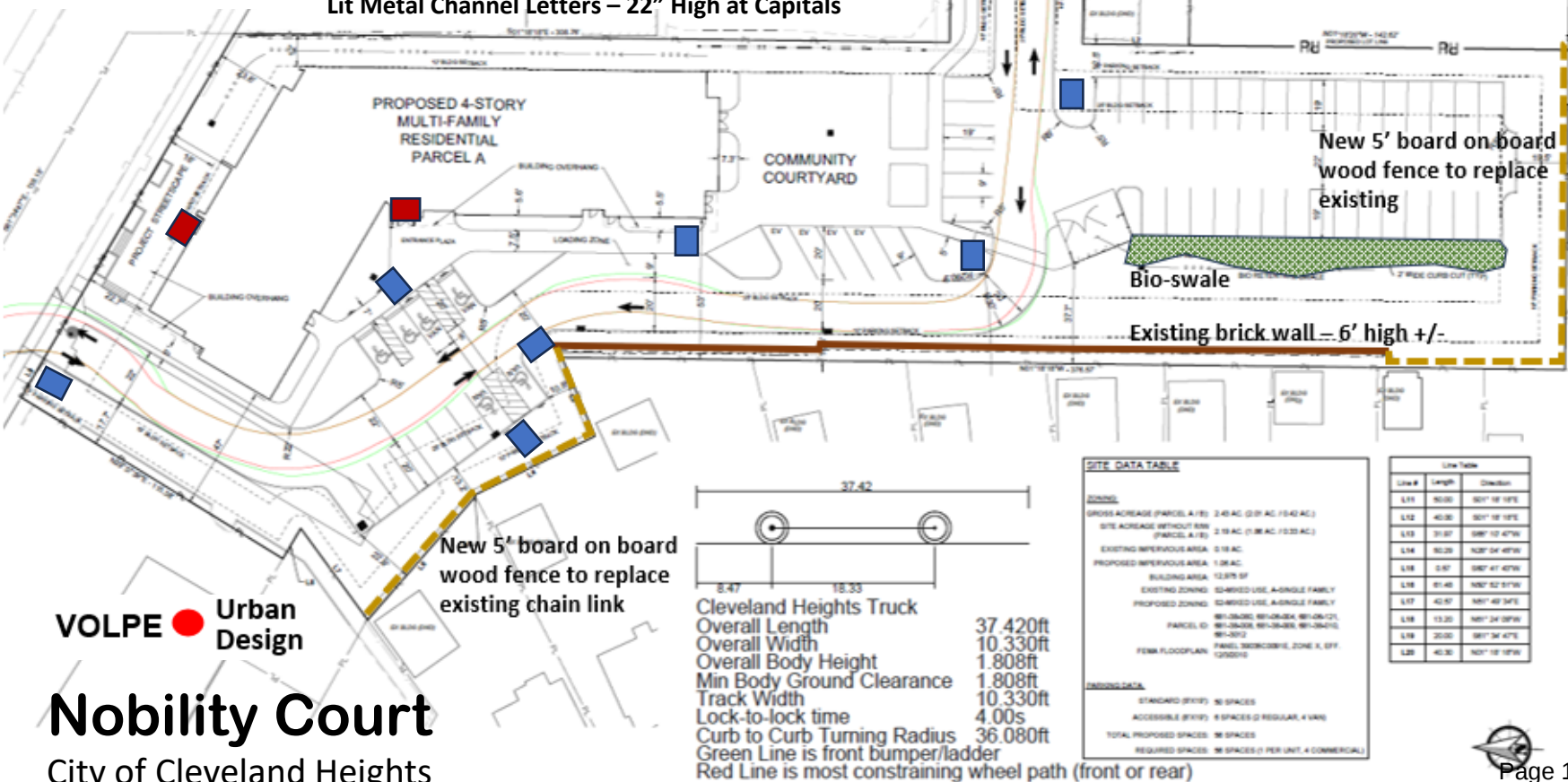
- 8. Building Identification Signs

Nobility Court

Lit Metal Channel Letters – 22" High at Capitals



Typical Aluminum Signs – 12" x 18" to 24" +/-



Cleveland Heights Truck

Overall Length	37.420ft
Overall Width	10.330ft
Overall Body Height	1.808ft
Min Body Ground Clearance	1.808ft
Track Width	10.330ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	36.080ft
Green Line is front bumper/ladder	
Red Line is most constraining wheel path (front or rear)	

SITE DATA TABLE

GENERAL	
GROSS ACRES (PARCEL A/F)	2.40 AC (2.01 AC / 0.40 AC)
SITE ACRES (WITHOUT RAMP)	2.18 AC (1.08 AC / 1.10 AC)
EXISTING IMPERVIOUS AREA	0.18 AC
PROPOSED IMPERVIOUS AREA	1.08 AC
BUILDING AREA	12,875 SF
EXISTING ZONING	SC-2 (SINGLE-FAMILY)
PROPOSED ZONING	SC-2 (SINGLE-FAMILY)
PARCEL ID: 861-0408, 861-0409, 861-0410, 861-0411, 861-0412	
FEMA FLOODPLAIN: PARCEL 861-0408, ZONE X, 0.5% / 1% / 100YRS	
EXISTING DATA	
STANDARD (SPRINT)	NO SPACES
ACCESSIBLE (SPRINT)	8 SPACES (2 REGULAR, 4 VAN)
TOTAL PROPOSED SPACES	NO SPACES
REQUIRED SPACES	NO SPACES (1 PER UNIT, 4 COMMERCIAL)

Line Table

Line #	Length	Direction
L11	50.00	S01°18'10"E
L12	40.00	S01°18'10"E
L13	31.07	S00°12'47"W
L14	80.00	N02°04'40"W
L15	0.87	S00°47'40"W
L16	61.40	N00°52'51"W
L17	42.97	N01°49'34"E
L18	13.00	N01°34'30"W
L19	20.00	S01°34'47"E
L20	40.00	N01°18'10"W



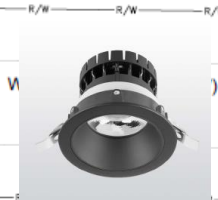
Nobility Court
City of Cleveland Heights

REVISION	DATE	SHEET #	DESCRIPTION

DATE:	01/11/2024
DESIGNER:	MBL
PROJECT NUMBER:	2024-010



F-1 thru 3



F-6

**F-7**

F-8



BIALOSKY
CLEVELAND

VOLPE  **Urban Design**
Page 141 of 150

Proposed: 05/06/2024

RESOLUTION NO. 082-2024(COTW), *Second Reading*

By President Cuda

A Resolution establishing supplemental processes and procedures for City Council development of legislation.

WHEREAS, Article III, Section 1 of the Charter of the City of Cleveland Heights vests the legislative powers of the City of Cleveland Heights in the City Council; and

WHEREAS, pursuant to Article III, Section 8 of the Charter of the City of Cleveland Heights, Council has the authority to determine its own rules and order of business, including prescribing the form, method, and procedure for legislative enactments; and

WHEREAS, the members of City Council regularly review and vote on legislation, sometimes amending such legislation in the process, and sometimes create legislation (as opposed to legislation emanating from the City administration); and

WHEREAS, in furtherance of good governance and the general goal of civic efficiency, this Council has agreed upon processes and procedures to be utilized in the review and creation of legislation, which Council believes will increase the likelihood of quality legislation and desirable outcomes.

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

SECTION 1. Pursuant to Article III, Section 8 of the Charter of the City of Cleveland Heights, this Council hereby approves the Summary of Procedures Applicable to Legislation Initiated by Council, attached hereto and incorporated herein as **Exhibit A**.

SECTION 2. This Council may, at any time but consistent with the City Charter and Chapter 111 of the Codified Ordinances, prescribe different or additional rules and limitations governing Council's development and adoption of legislation.

SECTION 3. In the event of a conflict between any of the processes and procedures contained in the attached Exhibit A with the provisions of Chapter 111, "Council," of the Codified Ordinances, the provisions of Chapter 111 will prevail.

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.

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

RESOLUTION NO. 082-2024(COTW)

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____

Approved: _____

KAHLIL SEREN
Mayor

Summary of Procedures Applicable to Legislation Initiated by Council

1. Ideas are discussed in committee (either the author's committee or the appropriate committee with the permission of the chair, or COTW).
 - a. Individual committees may produce a legislative memo that outlines a legislative idea to bring to COTW.
 - b. If the idea is first proposed in COTW, it may be referred by the presiding officer to the appropriate individual committee(s) for further discussion.
2. If there is at least one other member of the referred committee supporting the idea or proposed legislation, or there is consensus or in COTW, further research and development may be done by the author and any co-sponsors if applicable.
 - a. Staff input and recommendations shall be obtained on any ordinance or resolution that affects the operations of the City.
3. The committee chair shall report to COTW as to whether or not the idea is recommended by the referred committee(s).
 - a. The committee may recommend for, against, or recommend further investigation without support in either the affirmative or negative. (Preferably, any idea would have support from other members of the individual committee though not necessary to continue in the process).
 - b. If there is general support for the proposed idea in COTW via a legislative memo, the author may submit the idea to the law department for drafting.
4. The law department and author and/or co-sponsors may meet to discuss the drafting of the proposed legislation.
5. When the author is satisfied, the legislation (written to form) may be put on the agenda by the presiding officer and discussed in COTW during Legislative Review/Caucus.
 - a. Legislation may be referred back to individual council committees for further discussion **if necessary**. Otherwise, the legislation shall have at least the standard 2 readings in accordance with Chapter 111, unless council decides to do otherwise.

*Resolutions in support or opposition to State or Federal bills will be discussed only in COTW unless presiding officer refers to committee or future COTW meeting for review

*Resolutions pertaining to recognizing celebratory months/days may not be subject to committee review unless presiding officer refers to committee for review

Proposed: 05/20/2024

RESOLUTION NO. 088-2024(CRR), *First Reading*

By Mayor Seren

A Resolution declaring June 2024 to be *LGBTQ+ Pride Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights historically has been a community that values and seeks diversity in its residents; and

WHEREAS, in 1982, this Council reaffirmed its commitment to diversity and tolerance by prohibiting discrimination in City employment based upon sexual orientation, as well as race, religion, sex, disability, and ethnic status; and

WHEREAS, in 2001, the Cleveland Heights Visioning Committee found that the overwhelming majority of Cleveland Heights residents consider diversity to be one of the community's strongest assets and that the residents' lives were enriched because of the varying experiences and perspectives offered by people of different ethnicities, religion, race, socio-economic status, and sexual orientation; and

WHEREAS, in 2002, this Council extended employment benefits to domestic partners of City employees; and

WHEREAS, in 2003, the citizens of Cleveland Heights initiated and passed an ordinance to provide for the establishment of a domestic partner registry which was the first of its kind in the State of Ohio; and

WHEREAS, in 2013 and 2014, this Council expanded the role and jurisdiction of the Fair Housing Board to hear and investigate sexual orientation and gender identity and expression discrimination complaints occurring in places of public accommodation, education, and employment, as well as in a housing context, and renamed the Board the "Fair Practices Board"; and

WHEREAS, in 2018, this Council passed a resolution supporting the Ohio Fairness Act to ensure that all Ohio residents are able to enjoy basic freedom from discrimination where they work, live, and engage in commerce throughout the state; and

WHEREAS, in an effort to further build and strengthen our communities and nation, one should value the LGBTQ+ (lesbian, gay, bisexual, transgender, and queer) community members as colleagues and neighbors, daughters and sons, sisters and brothers, and friends and partners; and

WHEREAS, this Council recognizes that LGBTQ+ communities are still forced to endure prejudice, acts of hatred and violence, discrimination, and other challenges born by those injustices; and

RESOLUTION NO. 088-2024(CRR)

WHEREAS, the City of Cleveland Heights is committed to equal rights for all Americans and is therefore proud to support all those committed to justice and equality in a crusade to outlaw discriminatory laws and practices and to protect LGBTQ+ communities from prejudice and persecution; and

WHEREAS, many communities and organizations across the United States will celebrate June 2024 as *LGBTQ+ Pride Month* to recognize the significant contributions that LGBTQ+ Americans have made throughout our nation's history.

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

SECTION 1. This Council does hereby proclaim June 2024 to be *LGBTQ+ Pride Month*; recognize the LGBTQ+ communities for its many and varied contributions that have enriched our civic life; celebrate the progress made in creating a society more inclusive and accepting of the LGBTQ+ communities; and affirm continued efforts to break down the walls of fear and prejudice and work to build a bridge to understanding and tolerance, until the members of the LGBTQ+ communities are afforded the same rights and responsibilities as other Americans.

SECTION 2. The Clerk of Council is hereby directed to send a copy of this Resolution to the President of the United States, Ohio Senators J.D. Vance and Sherrod Brown, Governor Mike DeWine, Ohio Senate President Matt Huffman, and Ohio House Speaker Jason Stephens.

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.

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

TONY CUDA
President of Council

RESOLUTION NO. 088-2024(CRR)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 05/20/2024

RESOLUTION NO. 089-2024(CRR), *First Reading*

By President Cuda, Vice President Russell, Councilmember Cobb, Councilmember Larson, Councilmember Mattox, Councilmember Petras, and Councilmember Posch

A Resolution proclaiming June 7, 2024, to be *National Gun Violence Awareness Day* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, every day, ninety-six (96) Americans are killed by gun violence and on average there are nearly 13,000 gun homicides every year; and

WHEREAS, a “mass killing” is defined as an act of violence in which four or more people, excluding the offender, are killed within a 24-hour time frame; and

WHEREAS, according to the Mass Killing Database maintained by Northeastern University, the Associated Press, and USA Today, firearms were involved in about 80% of mass killings over the last 18 years, 27 of which were committed in Ohio at the cost of more than 100 lives; and

WHEREAS, Ohio has seen a 52% increase in total firearm deaths over the last 10 years, now averaging 1,820 per year; according to Ohio Department of Health, firearm homicides alone averaged 823 per year over the last three years, compared to 431 per year from 2010-2012; and

WHEREAS, Americans are twenty-five (25) times more likely to be victims of gun homicide than people in other developed countries; and

WHEREAS, protecting the public’s safety is the Mayor’s highest priority; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with common sense gun control legislation; and

WHEREAS, mayors, city managers, and law enforcement officers know their communities best, are most familiar with local criminal activity and how to address it, and are best positioned to keep their communities safe; and

WHEREAS, it is incumbent upon this Council, in the wake of the recent fatal shooting of Euclid Police Officer Jacob Derbin, to once again raise awareness of the impact gun violence has on our community; and

WHEREAS, this Council offers its deepest condolences to Officer Derbin’s family and friends; and

RESOLUTION NO. 089-2024(CRR)

WHEREAS, Americans will raise awareness about gun violence and honor the lives it has taken by wearing orange on June 7, 2024; and

WHEREAS, this Council is committed to reducing gun violence and pledges to do all it can to support common sense gun control legislation, encourage responsible gun ownership, and keep our children safe; and

WHEREAS, this Council passed Resolution No. 41-2018 to urge state and federal governments to enact common sense gun laws to help reduce gun violence; and

WHEREAS, the City of Cleveland Heights is honored to take part in the annual observance of *National Gun Violence Awareness Day* to remember and pay tribute to all victims and survivors of gun violence, and to declare that we as a country must do more to eliminate gun violence.

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

SECTION 1. This Council hereby declares June 7, 2024, to be *National Gun Violence Awareness Day* in the City of Cleveland Heights and encourages residents to wear orange on that day in solidarity with those who have lost a loved one to gun violence, the communities impacted by those losses, and the ongoing fight against gun violence.

SECTION 2. 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.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to recognize *National Gun Violence Awareness Day* in a timely manner. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

RESOLUTION NO. 089-2024(CRR)

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor