



November 18, 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. September 16, 2024
- 6) **Happy 5k/10k Presentation**
- 7) **Western Reserve Land Conservancy**
- 8) **Communications from the Mayor**
- 9) **City Administrator's Report**
- 10) **Departmental Report(s)**
- 11) **Report of the Clerk of Council**
- 12) **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 time limit based on the volume of business on the agenda).
- 13) **Public Comment - General**

(Note: Persons wishing to speak must register in advance. A 3-minute time limit applies. Council President reserves the right to reduce time limit based on the volume of business on the agenda).
- 14) **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. 212-2024(HB): First Reading. A Resolution authorizing the Mayor to enter into an agreement with A & J Cement Contractors, Inc. for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 213-2024(HB): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Romanin Concrete, Inc. for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 214-2024(MSES): First Reading. A Resolution authorizing an agreement with Lavery Automotive Sales & Service, LLC for the purchase of two (2) Chevy Bolt EV's; waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 215-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with GPD Group for engineering services associated with the replacement of the existing sanitary sewer along Lamberton Rd. from Scarborough Rd. to Fairmount Blvd. within the City in order to control SSO CH50; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 216-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Wade Trim, Inc., for construction administration and resident observation services relating to the Hampshire SSO Control Project; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 217-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Wade Trim, Inc., for construction administration and resident observation services relating to the Yellowstone Road Storm Sewer, Sanitary Sewer and Water Main Replacement Project; and declaring the necessity that this legislation become immediately effective as an emergency.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 218-2024(F): First Reading. An Ordinance to amend certain subparagraphs of Ordinance No. 198-2023, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2024, repeal the prior version of Ordinance No. 198-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 219-2024(CRR): First Reading As Amended 11.18.2024. A Resolution authorizing the Mayor to enter into an agreement with Frank Novak & Sons to furnish the labor, material, and equipment to perform the sandblasting, painting, and related services to repair the Cumberland pool; and declaring the necessity that this legislation be effective immediately as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 220-2024(MSES): First Reading. A Resolution authorizing the Mayor to enter into a partnership agreement with Friends of Mendelsohn to participate in the Environmental Protection Agency Community Change Grant program to fund projects on the former Park Synagogue campus and elsewhere in the City; and declaring an emergency.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 221-2024(CRR): First Reading. A Resolution authorizing the Mayor to enter agreements with various professional audio, visual, and lighting service and equipment providers and for the professional services and equipment to upgrade Cain Park's production capabilities in accordance with Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

ORDINANCE NO. 222-2024(PD): First Reading. An Ordinance authorizing the Mayor to solicit statements of qualifications from design-build firms for the Cain Park Restrooms Renovation Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

RESOLUTION NO. 227-2024(CRR): First Reading. A Resolution authorizing an amendment to the contract with Tanya R. Richardson for personal training services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren
Move for Adoption

b. First Readings Only

ORDINANCE NO. 223-2024(PD): First Reading. An Ordinance declaring the improvements to certain real property within the City to be a public purpose; describing the public improvements to be made to directly benefit such parcels; exempting such improvements from ad valorem real property taxation; requiring the owner of the improvements to make service payments in lieu of ad valorem real property taxes, and establishing a municipal public improvement tax increment equivalent fund for the deposit of the service payments in lieu of ad valorem property taxes, all pursuant to Sections 5709.40, 5709.42 AND 5709.43 of the Ohio Revised Code; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

RESOLUTION NO. 226-2024(COTW): First Reading. A Resolution authorizing an expanded scope of work for the grant to Heights Arts Collaborative, Inc. ("Heights Arts") through Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by President Cuda

c. Consent Agenda

RESOLUTION NO. 224-2024(CRR): First Reading. A Resolution recognizing December, 2024 as *Universal Month for Human Rights* and December 10, 2024 as *Human Rights Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Vice President Russell

RESOLUTION NO. 225-2024(CRR): First Reading. A Resolution recognizing November 20, 2024 as *Transgender Day of Remembrance* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Move to Suspend Rules
Move for Adoption

15) Committee Reports

16) Old Business

17) New Business

18) 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.)

19) Council President's Report

20) Adjournment

NEXT MEETING OF COUNCIL: DECEMBER 2, 2024



September 16, 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: 7:39 p.m.

2) Roll Call of Council Members

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

Excused: None

Also present: Mayor Seren, Director Hanna, Clerk Balester, City Administrator Williams

3) Excuse absent members

4) Amendments to the Agenda (if necessary)

5) Approval of minutes from previous meeting(s)

a. May 20, 2024

APPROVED

b. September 9, 2024

APPROVED

6) Communications from the Mayor

- Ohio Division of Liquor Control has approved the Cedar-Lee DORA; signs are being printed and should be installed prior to the Heights Music Hop event.

- He spoke about the arts in Cleveland Heights and reflected on his and Council's roles as advocates for the arts.

7) City Administrator's Report

- Nothing to report

8) Departmental Report(s)

9) Report of the Clerk of Council

- a. Notify council that an application has been received from the Ohio Division of Liquor Control for a new D5 permit for Wizbang Theatre LLC located at 2134 Lee Rd.

This matter has been referred to the Mayor and Chief of Police

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).

Speakers

Name	Citizen/Board Member/Other	Topic
Adam Fleischer	Citizen	RES 181-2024
Lou Radivoyevitch	Citizen	RES 181-2024
Judith Ryder	Citizen	RES 181-2024
Paul Volpe and Jennifer Wintener	Citizen	RES 181-2024
Vikas Turakhia	Citizen	RES 181-2024
Annette Iwamoto	Citizen	RES 181-2024
Krista Hawthorne	Citizen	RES 181-2024
Fern Haught	Citizen	RES 181-2024
Amy Rosenbluth	Citizen	RES 181-2024
Diedre McPherson	Citizen	RES 181-2024
Lee Chilcote	Citizen	RES 181-2024

Patti Carlyle	Citizen	RES 181-2024
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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

Name	Citizen/Board Member/Other	Topic
David Klain	Citizen	Would like a crosswalk to be installed at the top of Cedar Hill between Overlook and Harcourt
Harley Rubin	Citizen	Testified against anti-trans legislation
Richard Bozic	Citizen	Following up on the Turkey Ridge and the proposed development. He, and others, would like this parcel removed from the list of developable parcels in the city.
Christopher Brace	Citizen	Supports the Comprehensive and Equitable Safety Action Plan and asks council to strongly consider the outcome of that plan and fund any suggestions that come from the plan.
Austin Gilcrist	Citizen	Introduced himself as the Cleveland Heights representative of Strong Towns Heights and spoke about their citizen advocacy.
Drew Herzig	Citizen	Spoke about Councils voting against his appointment to the Arts Commission, an act he sees as retaliation for

		speaking truth to power.
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12) LEGISLATION

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

a. First Readings – Consideration of Adoption Requested

RESOLUTION NO. 176-2024(PD): First Reading. A Resolution authorizing the Mayor to submit a joint application with the City of East Cleveland to the Northeast Ohio Area Wide Coordinating Agency (“NOACA”) for a grant under the Transportation for Livable Communities Initiative (“TLCI”) Implementation Grant Program to fund Phase 2 of the Taylor Road Corridor Road Reconfiguration and to accept and enter into any agreements related to the Grant Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Craig Cobb

Seconded: Gail Larson

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 177-2024(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with American Builders and Applicators, LLC, a certified lead abatement contractor, for the use of Lead Safe Cuyahoga (LSC) Grant funds in connection with the abatement of lead-based paint hazards at 989 Oxford Road, a 12-unit apartment building; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Gail Larson

Seconded: Craig Cobb

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 178-2024(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with Omega Brother, LLC, a certified lead abatement contractor, for the use of Lead Safe Cuyahoga (LSC) Grant funds in connection with the abatement of lead-based paint hazards at 1681 and 1683 Lee Road, a 2-unit house; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Craig Cobb

Seconded: Gail Larson

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 179-2024(PSH): First Reading. A Resolution authorizing the Mayor to enter into an agreement with American Builders and Applicators, LLC, a certified lead abatement contractor, for the use of Lead Safe Cuyahoga (LSC) Grant funds in connection with the abatement of lead-based paint hazards at 2201 North Taylor Road, a 6-unit mixed-use building; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Gail Larson

Seconded: Jim Petras

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 180-2024(PSH): First Reading. A Resolution authorizing the Mayor to enter into an amendment to an agreement with the Cuyahoga County Board of Health that funds lead remediation work on residential properties for the purpose of extending the term of said agreement; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Motion to adopt: Craig Cobb

Seconded: Anthony Mattox Jr.

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 181-2024(COTW): First Reading. A Resolution encouraging Heights Libraries to work toward a solution that transfers ownership of the P.E.A.C.E Campus Building at 2843 Washington Blvd, Cleveland Heights, OH 44118 to Coventry PEACE, Inc; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

NO VOTE

RESOLUTION 182-2024(COTW): First Reading. A Resolution providing for a contribution of up to Four Thousand Dollars in support of the 2024 Cleveland Heights Happy 5K, 10K, and Fun Run; and declaring the necessity that this legislation become immediately effective as an emergency measure.

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

Motion to amend: Jim Petras

Seconded: Anthony Mattox Jr.

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

No: None

Recused: Craig Cobb recused himself due to being a member of the Cedar-Lee Special Improvement District

MOTION PASSED

Motion to adopt: Davida Russell

Seconded: Gail Larson

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

No: None

Recused: Craig Cobb recused himself due to being a member of the Cedar-

LEGISLATION PASSED

b. First Readings Only

ORDINANCE NO. 183-2024(COTW): First Reading. An Ordinance authorizing and directing the Mayor to execute an engagement letter with the law firm Singerman, Mills, Desberg & Kauntz to provide legal counsel for Councilmember James Posch; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Councilmember Posch

READ INTO THE RECORD

c. Consent Agenda

Motion to suspend rules: Gail Larson

Seconded: Craig Cobb

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

No: None

MOTION PASSED

Motion to adopt: Craig Cobb

Seconded: Gail Larson

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

No: None

LEGISLATION PASSED

RESOLUTION NO. 184-2024(CRR): First Reading. A Resolution recognizing October, 2024 as *National Breast Cancer Awareness Month*; October 13, 2024 as *Metastatic Breast Cancer Awareness Day*; and October 18, 2024, as *National Mammography Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Passed on consent agenda

RESOLUTION NO. 185-2024(CRR): First Reading. A Resolution recognizing October 2024 as *Domestic Violence Awareness Month*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Mayor Seren

Passed on consent agenda

RESOLUTION NO. 186-2024(CRR): First Reading. A Resolution recognizing October 11, 2024 as *National Coming Out Day*; 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

Passed on consent agenda

13) Committee Reports

- **HB:** Update from his committee meeting early in the day.
- **F:** Next meeting is September 23, at 5pm
- **MSES:** Next meeting is October 21, at 10am
- **AS:** Next meeting is scheduled September 30, 2024 but may be canceled; announced vacancies on several boards.
- **PD:** Planning on having a public hearing for the dog park in mid-November

14) Old Business

15) New Business

16) 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.)

- **Cobb:** Gave a brief update on his position on the current legal issues surrounding the Council and the Mayor's investigation into potential Open Meetings Act violations. He encouraged the parties involved to get together and resolve this matter before the City has to spend money on attorney fees. He would also like for Council, the Library Board, and Coventry Peace Campus tenants to come together to figure out a way to keep the building as a viable center for the arts.
- **Russell:** Announced she will be hosting an estate planning seminar on October 10th at 6:30 pm at Cleveland Heights High School.
- **Mattox:** Apologized to Drew Herzig for what happened at the last council

meeting, and he believes Mr. Herzig would have been a great asset to the Arts Commission. He does not believe that training on the Open Meetings Act would help; there's a difference between a training issue and an integrity issue.

- **Posch:** Thanked Councilmember Cobb for his statements about trying to work this out before legal fees are needed. Thanked the community and this Council for agreeing to get together with the Library Board and Peace Campus to try and figure out how to keep the building as a home for the arts. He is grateful that this council will work toward this end.

17) Council President's Report

- Thanked everybody for coming tonight and for everybody who made comments.
- He thanked the library board members here for their hard work and dedication, and he wants them to know that Council respects their position as decision-makers on this issue. Council will take up their offer for dialogue.
- Thanked the Coventry Peace Campus tenants, and expressed his admiration for their contributions to this community.

18) Adjournment

End: 9:11 p.m.

NEXT MEETING OF COUNCIL: OCTOBER 7, 2024



Date: November 18, 2024

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: A Resolution authorizing the Mayor to enter into an agreement with A & J Contractors, Inc. for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Purpose Statement:

This resolution would authorize the Mayor to execute a contract with A & J Contractors, Inc. for an amount not exceed \$250,000 for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program. Such services would be allocated from ARPA funds. The administration is suggesting emergency passage on First Reading to ensure that the ARPA funds are encumbered by December 31, 2024.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? ARPA funds must be encumbered prior to December 31, 2024.

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

If yes, why? ARPA funds must be encumbered prior to December 31, 2024.

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

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

Proposed: 11/18/2024

RESOLUTION NO. 212-2024(HB), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with A & J Cement Contractors, Inc., for implementation of the City's Concrete Driveways, Aprons, Sidewalks & Pathways Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, on or about October 18, 2024, a Request for Proposals ("RFP") was issued by the City for contractors to replace concrete sidewalks, driveways, aprons, and pathways for pre-qualified owner-occupied homes within the City of Cleveland Heights; and

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

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

WHEREAS, the Mayor and Department of Planning & Development have determined that both responses are qualified to perform the requested services and that the fees and terms of both proposals are reasonable and competitive; and

WHEREAS, such services are proposed to be paid for via \$500,000 of American Rescue Plan Act ("ARPA") funds and, therefore, will have no impact on the City's operating budget; and

WHEREAS, the Mayor and Department of Planning & Development recommend retaining both contractors and allocating half of the funding to each; and

WHEREAS, this Council supports retaining both contractors to assist the City with implementation of the City's Concrete Driveways, Aprons, Sidewalks & Pathways Program and that such service would be in the interests of the City and its residents; and

WHEREAS, this Council wishes to authorize a contract with A & J Cement Contractors, Inc., for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program.

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

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with A & J Cement Contractors, Inc., implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program. Compensation for the services detailed therein shall not

RESOLUTION NO. 212-2024(HB)

exceed \$250,000. All agreements hereunder shall be approved as to form by the Director of Law.

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

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber ARPA funds prior to December 31, 2024. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: November 18, 2024

To: City Council

From: Eric Zamft, Director of Planning & Development

Subject: A Resolution authorizing the Mayor to enter into an agreement with Romanin Concrete, Inc. for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Purpose Statement:

This resolution would authorize the Mayor to execute a contract with Romanin Concrete, Inc. for an amount not exceed \$250,000 for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program. Such services would be allocated from ARPA funds. The administration is suggesting emergency passage on First Reading to ensure that the ARPA funds are encumbered by December 31, 2024.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? ARPA funds must be encumbered prior to December 31, 2024.

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

If yes, why? ARPA funds must be encumbered prior to December 31, 2024.

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

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

Proposed: 11/18/2024

RESOLUTION NO. 213-2024(HB), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Romanin Concrete, Inc., for implementation of the City's Concrete Driveways, Aprons, Sidewalks & Pathways Program; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, on or about October 18, 2024, a Request for Proposals ("RFP") was issued by the City for contractors to replace concrete sidewalks, driveways, aprons, and pathways for pre-qualified owner-occupied homes within the City of Cleveland Heights; and

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

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

WHEREAS, the Mayor and Department of Planning & Development have determined that both responses are qualified to perform the requested services and that the fees and terms of both proposals are reasonable and competitive; and

WHEREAS, such services are proposed to be paid for via \$500,000 of American Rescue Plan Act ("ARPA") funds and, therefore, will have no impact on the City's operating budget; and

WHEREAS, the Mayor and Department of Planning & Development recommend retaining both contractors and allocating half of the funding to each; and

WHEREAS, this Council supports retaining both contractors to assist the City with implementation of the City's Concrete Driveways, Aprons, Sidewalks & Pathways Program and that such service would be in the interests of the City and its residents; and

WHEREAS, this Council wishes to authorize a contract with Romanin Concrete, Inc. for implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program.

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

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with Romanin Concrete, Inc., implementation of the Concrete Driveways, Aprons, Sidewalks & Pathways Program. Compensation for the services detailed therein shall not

RESOLUTION NO. 213-2024(HB)

exceed \$250,000. All agreements hereunder shall be approved as to form by the Director of Law.

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

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to encumber ARPA funds prior to December 31, 2024. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: November 18, 2024

To: City Council

From: Eric Zamft, Director of Planning & Development; Tara Schuster, Acting Finance Director

Subject: A Resolution to purchase two (2) Chevy Bolt EV's

Purpose Statement:

To authorize the purchase of two (2) Chevy Bolt EV's.

The City has previously purchased Chevrolet Bolt EVs for use in conducting City business and providing services to residents and has found them to be well-suited for such purpose and economical to operate. A total of three (3) additional vehicles are necessary to allow for the Department of Planning & Development to function fully. Two (2) used Chevrolet Bolt EVs are available through Lavery Automotive Sales & Service, LLC of Alliance, Ohio. Funding is available via the City's NOPEC Fund, established as part of Ordinances No. 59-2023 and 58-2023. The NOPEC Fund currently has sufficient balance to not only purchase the available vehicles, but all three (3) needed by the Department.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? Additional vehicles are necessary for inspectional staff to have sufficient resources to efficiently complete their duties. Lavery Automotive Sales & Service LLC has two (2) vehicles available for purchase by the City.

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

If yes, why? Additional vehicles are necessary for inspectional staff to have sufficient resources to efficiently complete their duties. Lavery Automotive Sales & Service LLC has two (2) vehicles available for purchase by the City.

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

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

Proposed: 11/18/2024

RESOLUTION NO. 214-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing an agreement with Lavery Automotive Sales & Service, LLC, for the purchase of two (2) Chevy Bolt EV's; waiving competitive bidding; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City has previously purchased Chevrolet Bolt EVs for use in conducting City business and providing services to residents and has found them to be well-suited for such purpose and economical to operate; and

WHEREAS, the Chevrolet Bolt EV is no longer manufactured, with the last model year having been 2023, and therefore is not available through a state bid program and is in short supply; and

WHEREAS, two (2) used Chevrolet Bolt EVs are available through Lavery Automotive Sales & Service, LLC, of Alliance, Ohio, at attractive prices, to-wit, \$21,885.00 each; and

WHEREAS, Ordinance No. 59-2023 accepted the Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Community Grant; and

WHEREAS, Ordinance 58-2023, established a "NOPEC Fund" within the Special Revenue Funds; and

WHEREAS, the NOPEC fund currently has sufficient balance to purchase the two (2) available vehicles.

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

SECTION 1. The Mayor be, and he is hereby, authorized to execute any and all agreements and to sign any other documents necessary for the purchase of two (2) used 2023 Chevrolet Bolt EVs for the Department of Planning & Development. The purchase price for said vehicles shall not exceed the sum of Forty-Three Thousand and Seven-Hundred and Seventy Dollars (\$43,770.00). All agreements and related documents hereunder shall be approved as to form by the Director of Law.

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, or by posting the full text of this Resolution on the City of Cleveland Heights website.

RESOLUTION NO. 214-2024(MSES)

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 purchase the specified used vehicles before another purchaser does so. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: November 6, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heitzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

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

Purpose Statement: This legislation is for the Mayor to enter into an agreement with GPD Group for engineering design services in the amount of \$198,518.00 for the replacement of the sanitary sewer along Lamberton from Scarborough to Fairmount Blvd in order to control SS0 CH50.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: X

If yes, why? To encumber ARPA funding

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

If yes, why? To allow the design work to move forward with future bidding if the loan forgiveness application is accepted, otherwise, the City would apply for future MCIP Grant funding

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

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

Proposed: 11/18/2024

RESOLUTION NO. 215-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with GPD Group for engineering services associated with the replacement of the existing sanitary sewer along Lamberton Rd. from Scarborough Rd. to Fairmount Blvd. within the City in order to control SSO CH50; providing compensation therefor; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio, has determined the need for the control of SSO CH50 located in the intersection of Scarborough Rd. and Lamberton Rd.;

WHEREAS, the City requires professional engineering services for this project; and

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

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

WHEREAS, Ordinance No. 140-2021, passed November 15, 2021, authorized the appropriation of funds awarded through the American Rescue Plan Act of 2021 ("ARPA") for sewer infrastructure improvement projects under Expenditure Category 5 of the Act; and

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into an agreement with GPD Group for engineering services for the replacement of the existing sanitary sewer along Lamberton Rd. from Scarborough Rd. to Fairmount Blvd. The agreement shall be substantially in accordance with the terms and conditions set forth in the proposed agreement for professional services submitted by GPD Group, a copy of which is attached hereto as Exhibit A and incorporated herein. Compensation for the services detailed therein shall not exceed the sum of One Hundred Ninety-Eight Thousand Five Hundred Eighteen Dollars (\$198,518.00). All agreements hereunder shall be approved as to form and subject to the final approval of the Director of Law.

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

RESOLUTION NO. 215-2024(MSES)

Resolution on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to commence the above-described improvements at the earliest possible time to protect the safety and welfare of the residents of the City. Provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



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

CH 50 Sanitary Sewer

Dear Ms. Clinkscale,

GPD Group is pleased to provide this proposal for engineering services associated with the replacement of the existing sanitary sewer along Lamberton Rd. from Scarborough Rd. to Fairmount Blvd within the City of Cleveland Heights. The enclosed proposal is based on the discussions with the City and system modeling performed by Wade Trim. The intent of this project is to eliminate the existing sanitary sewer overflow at structure CH 50 located in the intersection of Scarborough and Lamberton.

Project Understanding

The proposed sewer will intercept the existing sanitary sewers at this location and convey the wastewater south along Lamberton and Fairfax Rd. to Fairmount Blvd. where it will tie into an existing Northeast Ohio Regional Sewer District (NEORS) 66" district sewer. Based on modeling performed by Wade Trim, the proposed sewer will be 15" diameter from Scarborough Rd. to Fairfax Rd. and 24" diameter from Fairfax Rd. to Fairmount Blvd. Connection to the district sewer will likely be performed by either the installation of a new drilled drop pipe or but utilizing an existing drop pipe located within Fairmount Blvd.

In general, this project consists of:

1. Design of approximately 1,200 feet of new sanitary sewer. This will consist of approximately 600' of 15" sewer and 600' of 24".
2. Design of connection to the NEORS sanitary sewer at Fairmount Blvd.
3. GPD Group will prepare a preliminary alignment of the new sewer line for concurrence by the City prior to performing detailed design.
4. GPD will prepare the necessary Maintenance of Traffic (MOT), restoration, Stormwater Pollution Prevention and structural plans for the proposed improvements. GPD will coordinate directly with NEORS regarding the proposed tie-in and flow.
5. Resurfacing of Lamberton Road.

Scope of Services

1. Surveying and mapping
 - a. Notification Letters
 - i. No Notification Letters will be sent out under this survey proposal. The proposal assumes free access to all parcels included in and adjoining the survey project

area, and if access coordination, access fees and access documents are needed for any of the parcels, included in and adjoining the survey project area, these access items are to be secured and paid by others before the field work begins.

- b. Project Control
 - i. Project shall be referenced horizontally to Ohio State Plane Coordinate System, North Zone NAD83(2011) datum and vertically to the NAVD88 datum based on averaged GNSS observations using ODOT RTN Network. Project will be established on state plane grid coordinates.
Primary project control shall be 5/8 inch by 30-inch rebar with red plastic caps stamped "GPD Control". Level circuit will be completed as a part of this project. Control points will be established through the project area as necessary for construction at a maximum 500 foot spacing.
- c. Mapping Standards
 - i. Conventional Mapping Surveys and INS-Based Mapping Surveys are collected to the Ohio Department of Transportation Standard Design Vertical Accuracy Class and the Ohio Department of Transportation Horizontal Accuracy Class mapping standards.
- d. Boundary, C/L, and R/W Resolution
 - i. Auditor Parcels abutting Fairmont Boulevard, Fairfax Road, Lamberton Road and Scarborough Road will use available County GIS for boundary lines, parcel numbers, owner names, building number, and street name. The centerline and R/W's for Fairmont Boulevard, Fairfax Road, Lamberton Road and Scarborough Road will be resolved by field recovery of monumentation and lines of occupation within the project limits. Records research at various city, county, and state offices (where applicable). Existing easements of record will not be shown or researched.
- e. Topographic Survey
 - i. Topographic survey will be completed within the length of the project area and within the width of the limits of 10 feet outside of the existing R/W of Fairmont Boulevard, Fairfax Road, Lamberton Road and Scarborough Road. Survey shall be conducted utilizing a combination of conventional survey methods along with HDS terrestrial laser scanning, and UAV photogrammetry. The survey will show all above ground planimetric site features, all above ground utilities and any underground utilities as apparent from above ground visual observations or as marked by Ohio811. Ohio811 will not locate private utilities. Therefore, irrigation lines, invisible pet fences and any other privately installed utility lines will not be marked. Underground facilities, to include, but not limited to, storage tanks, septic tanks/systems, leach beds, utilities, including service lines (in accordance with Section 153.64 ORC) drain pipes and exposed field tiles shall be located and identified as to the size and type where possible.
 - ii. Landscaping will be outlined and major features (i.e. ornamental trees, structures, bushes) will be located. Trees will be located through the above-described survey area with the trunk diameter and a distinction of either evergreen or deciduous being noted. Species of trees will not be given.
 - iii. GPD will collect invert information for the sanitary and storm sewers throughout the project. For pipe size/materials in drainage/sanitary structures, GPD Group will provide industry standard level of effort, including opening the manhole and observing/estimating the pipe size/material from the above ground position only. Depending on the configuration of the pipes entering the manhole, the depth of the manhole and other factors, pipe sizes and materials are estimates only. GPD will not survey inside any culvert.
- f. Drawings and Plats
 - i. Mapping of existing conditions survey and right of way/boundary resolution will be completed in Autodesk Civil3D 2024 utilizing the ODOT State Kit template. An AutoCAD .dwg drawing file will be provided.
 - ii. No exhibits or legal descriptions will be completed.

2. Geotechnical Services

- a. Field Investigation
 - i. Our quotation is based on performing 3 borings to 25 feet or auger refusal. One (1) or 2 of the borings will be extended into the bedrock refusal material using rock

- coring techniques. Borings will include pavement cores to identify the existing pavement section(s) for restoration notes and details. Underground utilities will be cleared through our 811 call. In addition, GPD Survey will attempt to locate private utilities within a 10 foot by 10 foot box at each boring location. GPD will not be responsible for damage to utilities not identified through these means. Standard penetration sampling will be performed in accordance with current A.S.T.M. standards, and under the direction of our geotechnical engineer in charge of the project. The soil samples will be visually classified in the field and delivered to our laboratory. Following taking water level readings and hole depth sounding, the test holes will be backfilled and pavement patched. MOT will include cones and signs.
- b. Engineering Analysis & Report
 - i. The collected samples will be examined by one of our geotechnical engineers or geologists, and final test boring logs will be prepared. Laboratory testing will likely consist of basic index tests to assist in identification and evaluation of soil properties.
 - ii. Following our analysis, a written report of findings and recommendations will be prepared by a GPD Group Engineer; including, but not limited to test boring logs and location plan, discussion of soil profile and subsurface conditions, and recommendations regarding excavations and sewer support.
3. Sanitary Sewer Design
- a. GPD will utilize the model provided by Wade Trim to confirm the design of the proposed sewers. GPD will provide the final modeling at 90% design stage to Wade Trim for incorporation into the overall city-wide model.
 - b. GPD will utilize the latest City of Cleveland Heights, Cuyahoga County and NEORSD details, notes and standards where applicable.
 - c. GPD will coordinate with the NEORSD for plan review and approval for connection to the district's sewer main.
4. The 30% submittal shall include, at a minimum, the following:
- a. Roll plot of the preliminary alignment and profile for the proposed sanitary sewer.
 - b. List of anticipated plan sheets.
 - c. List of anticipated technical specifications
 - d. Engineer's Opinion of Probable Construction Cost (EOPCC): Prepare a Class 3 construction cost estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.
5. The 60% submittal shall include, at a minimum, the following:
- a. Drawings
 - i. Title Sheet
 - ii. Preliminary alignment plan view and profile sheets. Sheets not to include construction notes.
 - iii. Existing conditions survey site plan.
 - iv. GPD will design ODOT format MOT plans. The plan package will include MOT notes with sequence of construction and detour plans. Maintenance of traffic efforts will include the preparation of MOT notes governing the general maintenance of traffic during construction which illustrates how the sanitary sewer will be constructed. Detailed notes, sequence of construction and detour plans will be developed. Detour plans will be provided for Lamberton Rd, Fairfax Rd and Northbound Fairmount Blvd. No detailed plans are anticipated.
 - v. SWPPP and details.
 - vi. Notes and restoration details.
 - b. Specifications
 - i. Draft list of Bid Items.
 - ii. Draft technical specifications tailored to Project.
 - iii. Any draft special specifications.
 - c. Revised OPCC.

- 
6. The 90% submittal shall include, at a minimum, the requirements of all previous design submittals and the following:
 - a. Complete set of Contract Drawings including bid book documents.
 - b. Final versions of all technical specifications.
 - c. Updates to support documents.
 - d. Revised OPCC
 - e. Modeling Technical Memorandum

The Final design will be represented in the documents to be used for bidding purposes. This includes final signed and sealed drawings, specifications, cost estimates, and project schedules. The following provides more details relative to the final design submission requirements. The Final design submittal will incorporate all corrections and shall be complete and suitable for bid purposes.

6. Bidding Services (Hourly)
GPD will perform the bidding services as an hourly task due to the unknown effort associated with this task. These tasks include:
 - a. Bid Coordination
 - b. Advertisement
 - c. Addendum Preparation
 - d. Bid Evaluation and Recommendation

Assumptions

1. GPD assumes that the design process will require two (2) project coordination meetings with the City.
2. The City of Cleveland Heights will require three (3) submittals; one at 30%, 60% and again at 90% prior to a final signed plan set.
3. The City will acquire any necessary Right-of-Entry permissions.
4. GPD will not attend any planning or council meetings.
5. No drainage improvements or storm water management is anticipated.
6. No signing and pavement marking plans are anticipated.
7. **Wade Trim will provide a copy of the model of sufficient detail to evaluate the proposed improvements.**

Exclusions

1. Any environmental studies are not anticipated.
2. GPD will not perform title reports or appraisals.
3. GPD will not be responsible for any R/W acquisition.
4. Grant or funding applications.
5. GPD will not be required to attend public involvement meetings or prepare exhibits.
6. **GPD is not scoped to perform any flow monitoring and/or calibration on the city-wide model maintained by Wade Trim or project specific model provided to GPD from Wade Trim.**

Client Responsibilities

1. The City will pay any necessary fee to regulatory agencies to obtain permits such as the Ohio EPA and Cuyahoga County SWCD.
2. The City will provide GPD any available records of existing infrastructure.
3. The City will obtain any necessary right-of-entry agreements.

GPD Group will perform the above-described Scope of Services for a **LUMP SUM** fee of **\$188,518** with the bidding services estimated at an **HOURLY** fee of **\$10,000** for a total amount of **\$198,518**.

These fees are utilizing the City of Cleveland Heights rates. GPD Group is prepared to start immediately upon authorization from the City. An estimated project deliverable schedule is below:

- Completion of survey and basemapping: December 31, 2024
- 30% Submittal: March 1, 2025
- 60% Submittal: May 15, 2025
- 90% Submittal: July 31, 2025
- Final Deliverable Submittal: September 15, 2025

If you have any questions or need any additional information, please do not hesitate to call me at 330-572-2496 or email dneumeyer@gpdgroup.com.

Sincerely,

GPD Group

A handwritten signature in dark ink, appearing to read "David Neumeyer". The signature is fluid and cursive, with the first name "David" and last name "Neumeyer" clearly distinguishable.

David Neumeyer, PE
Senior Project Manager

Cleveland Heights

Schedule of Fee & Charges: CH 50

11/05/2024 REV2

Prepared by: DEF/DEN

TASKS	Senior Principal		Project Manager		Senior Engineer		Senior Engineer - Structural		Design Engineer		Senior Designer		Total hours	Total Cost
	\$168.00 per hour		\$137.00 per hour		\$123.00 per hour		\$123.00 per hour		\$114.00 per hour		\$95.00 per hour			
	hours	subtotal	hours	subtotal	hours	subtotal	hours	subtotal	hours	subtotal	hours	subtotal		
Flow Calculations/Sizing Verification														
Review Record Drawings and Data	0	\$0.00	10	\$1,370.00	12	\$1,476.00	0	\$0.00	5	\$570.00	0	\$0.00	27	\$3,416.00
Hydrologic and Hydraulic Modeling to confirm sewer sizing	0	\$0.00	6	\$822.00	16	\$1,968.00	0	\$0.00	50	\$5,700.00	0	\$0.00	72	\$8,490.00
Modeling Technical Memorandum	0	\$0.00	6	\$822.00	16	\$1,968.00	0	\$0.00	32	\$3,648.00	0	\$0.00	54	\$6,438.00
Surveying & Basemapping														
Survey Fieldwork	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$18,000.00
Survey Office/Basemapping	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,500.00
Geotechnical														
Drilling	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,500.00
Engineering	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$12,000.00
PUL	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$1,500.00
Engineering Design & Plan Production														
Plan Development														
Title Sheet (1)	0	\$0.00	2	\$274.00	4	\$492.00	0	\$0.00	6	\$684.00	6	\$570.00	18	\$2,020.00
Schematic (1)	0	\$0.00	3	\$411.00	8	\$984.00	0	\$0.00	12	\$1,368.00	12	\$1,140.00	35	\$3,903.00
General Notes (3)	0	\$0.00	3	\$411.00	16	\$1,968.00	0	\$0.00	0	\$0.00	30	\$2,850.00	49	\$5,229.00
MOT Notes and Details (7)	0	\$0.00	12	\$1,644.00	70	\$8,610.00	0	\$0.00	64	\$7,296.00	0	\$0.00	146	\$17,550.00
Plan and Profile Sheets (4)	0	\$0.00	20	\$2,740.00	56	\$6,888.00	0	\$0.00	75	\$8,550.00	78	\$7,410.00	229	\$25,588.00
Resurfacing Plans/Notes/Details (3)	0	\$0.00	16	\$2,192.00	32	\$3,936.00	0	\$0.00	30	\$3,420.00	30	\$2,850.00	108	\$12,398.00
Structural Details (1)	0	\$0.00	4	\$548.00	0	\$0.00	36	\$4,428.00	28	\$3,192.00	0	\$0.00	68	\$8,168.00
Miscellaneous Details (3)	0	\$0.00	4	\$548.00	0	\$0.00	0	\$0.00	12	\$1,368.00	24	\$2,280.00	40	\$4,196.00
SWP3 (2)	0	\$0.00	2	\$274.00	3	\$369.00	0	\$0.00	12	\$1,368.00	12	\$1,140.00	29	\$3,151.00
District Coordination	28	\$4,704.00	50	\$6,850.00	6	\$738.00	0	\$0.00	18	\$2,052.00	0	\$0.00	102	\$14,344.00
Technical Specifications	5	\$840.00	28	\$3,836.00	36	\$4,428.00	18	\$2,214.00	32	\$3,648.00	0	\$0.00	119	\$14,966.00
Front End Bid Documents	2	\$336.00	5	\$685.00	0	\$0.00	0	\$0.00	10	\$1,140.00	0	\$0.00	17	\$2,161.00
Bidding Services														
Advertisement and Bid Coordination	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	
Bidder Questions and Addedna Prep	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$10,000.00
Bid Evaluation & Recommendation	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	
Hours Total	35	\$5,880.00	171	\$23,427.00	275	\$33,825.00	54	\$6,642.00	386	\$44,004.00	192	\$18,240.00	1113	\$198,518.00
PROJECT TOTAL	PROJECT TOTAL													\$198,518.00

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

GPD understands and acknowledges that in acting on behalf of Client it is subject to the Ohio Public Records Act and that this Agreement is public record.

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

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

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

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

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

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

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



Date: November 6, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heltzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Construction Administration and Resident Observation services related to the Hampshire SSO Control Project

Purpose Statement: This legislation is for the Mayor to enter into an agreement with Wade Trim Inc. for construction administration services in the amount of \$231,280.00 for the Hampshire SSO Control Project.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: X

If yes, why? To encumber ARPA funding

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

If yes, why? To allow the construction administration and resident observation services for the Hampshire Road SSO Control Project that was awarded on October 7th .

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

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

Proposed: 11/18/2024

RESOLUTION NO. 216-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Wade Trim, Inc., for construction administration and resident observation services relating to the Hampshire SSO Control Project; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction administration and resident observation services relating to the Hampshire SSO Control Project.

WHEREAS, the Mayor has recommended that the services offered by Wade Trim, Inc., best meet the City's needs; and

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

WHEREAS, Ordinance No. 140-2021, passed November 15, 2021, authorized the appropriation of funds awarded through the American Rescue Plan Act of 2021 ("ARPA") for sewer infrastructure improvement projects under Expenditure Category 5 of the Act; and

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

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with Wade Trim, Inc. to provide professional construction administration and resident observation services relating to the Hampshire SSO Control Project. The contract shall provide for services as set forth in the Scope of Services dated October 29, 2024, submitted by Wade Trim, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein. Compensation for the services detailed therein shall not exceed Two Hundred Thirty-One Thousand Two Hundred Eighty Dollars (\$231,280.00). All agreements hereunder shall be approved as to form by the Director of Law.

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, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 3. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of

RESOLUTION NO. 216-2024(MSES)

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim Ohio as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Construction Administration and Resident Observation for Hampshire Road Illicit Connections and SSO Control Project between the City of Cleveland Heights, 40 Severance Circle, Cleveland Heights OH, 44118, hereinafter called "Owner," and Wade Trim 1621 Euclid Avenue Suite 900, Cleveland OH, 44115, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

See attached proposal (Exhibit A) dated October 29, 2024.

B. Owner agrees to pay Professional as compensation for Professional's services as follows:

Compensation for the proposed scope of services is detailed in Exhibit B. Said compensation shall be a not to exceed fee of \$231,280.

C. Owner agrees to establish an allowance of \$0 for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

Work described in the attached scope of services will be mostly completed within 1 year of the signed contract. Post construction monitoring is anticipated to occur in spring 2026.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Kahlil Seren
(Print Name)

By: Matt Leach, P.E.
(Print Name)

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Wade Trim, Inc.
1100 Superior Avenue East, Suite 1710 • Cleveland, OH 44114
216.363.0300 • www.wadetrim.com

October 29, 2024

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

Attention: Collette Clinkscale
Director of Public Works

Re: Construction Administration and Resident Observation Services for Hampshire Road Illicit
Connections and SSO Control

Dear Ms. Clinkscale:

We are pleased to submit this letter proposal for Construction Administration and Resident Observation Services for the Hampshire Road Illicit Connections and SSO Control Project. Our proposal confirms our scope of work, proposed schedule, and budget effort estimate. We look forward to reviewing this proposed content and fee proposal at your earliest convenience.

PROJECT UNDERSTANDING/SUMMARY

Wade Trim shall provide Construction Administration and Resident Observation Services to the City of Cleveland Heights as outlined in the task descriptions described herein. Services were developed based on previous services provided to the City of Cleveland Heights.

PROJECT SCOPE OF WORK

This scope of services is intended to assist the City of Cleveland Heights in administering the contract for construction, monitoring the performance of the contractor, verifying that the contractor's work is in compliance with the contract documents, post construction monitoring, and assisting the City of Cleveland Heights in responding to events that occur during construction. This scope is based on the understanding that the City of Cleveland Heights will contract directly with the contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other action necessary for the completion of the construction. This scope is also based on the City of Cleveland Heights executing a contract for construction with the Contractor that is consistent with this scope of services, and which provides the requisite authority for Wade Trim to fulfill its contractual responsibilities.

Description of Project

The Hampshire Road Illicit Connections and SSO Control Project replaces existing 8-inch, 10-inch, and 12-inch sanitary sewer with 8-inch, 12-inch, 15-inch, and 21-inch sanitary sewer. Two sanitary sewer overflows (SSO's) named CH-61 and CH-13 will be diverted to the proposed sewer. There are also illicit connections of residential sanitary laterals connected to the storm sewer on Hampshire Road. These will be properly reconnected to the proposed sanitary sewer. The proposed sanitary sewer will direct flows to the 36-inch sanitary sewer with adequate capacity on Mayfield Road.

The Wade Trim team shall provide Construction Administration and Resident Observation Services to the City of Cleveland Heights as outlined in the task descriptions herein. Wade Trim will assign a project manager that will be the primary contact for the City of Cleveland Heights and will be responsible for coordinating the resources and needs for the Hampshire Road SSO Control Project. Work will begin upon receipt of written notice to proceed from the City of Cleveland Heights.

Specific services and deliverables are included with each Task detailed in the below sections.

1.0 CONSTRUCTION PHASE SERVICES

Wade Trim (WT) will assign a project manager that will be the primary contact for the City of Cleveland Heights (CITY) and will be responsible for coordinating the resources and needs for WT for the project. The services of WT shall consist of coordinating all aspects of the construction of the Project for the CITY, in accordance with the plans and specifications which shall include, but are not limited to the following:

1.1 Construction Administration Services

- a) General - The Construction Phase will commence with the award of the Construction Contracts and shall terminate when the Final Certificates for Payment for the Project are issued by the CITY. The physical construction work will start upon the issuance of the Notice-to-Proceed (NTP).

WT will be the CITY's authorized representative during the Construction Phase to administer, coordinate, and monitor and the work of the Contractor and shall advise and consult with the CITY regarding all aspects of the Project. WT will have the authority to act on behalf of the CITY consistent with the terms and conditions set forth in this agreement.

- b) Insurance - The City shall provide WT with a copy of all the Contractor's insurance certificates. The City shall provide notice to WT of all cancellation notices received by the City under such policies within five (5) working days of the City's receipt thereof. WT shall not permit the Contractor to enter the site when the Contractor is not in compliance with the insurance requirements.
- c) Permits - WT will verify that the CONTRACTOR has obtained all applicable permits and complied with notifications required by local, state, or federal agencies prior to the start of construction.
- d) Safety Programs - WT shall review the safety programs as developed by the Contractor. WT shall not be responsible for the Contractor's implementation or compliance with the safety program, nor shall WT be responsible for the adequacy or completeness of the Contractor's safety program.
- e) Certified Payroll Reports / Prevailing Wage - This project has prevailing wage requirements as part of the contract documents. The CONTRACTOR will submit certified payroll reports in accordance with the CITY's requirements. The CITY will monitor certified payroll reports to ensure that they conform to the contract and the work completed to date. WT, if requested by the CITY, can coordinate, and collect certified payroll reports. The CITY, if required, will perform prevailing wage rate interviews.
- f) Meetings
 - 1) Pre-Construction Meeting

WT shall coordinate and conduct a pre-construction meeting with the CONTRACTOR to review communication, coordination, other procedures, and discuss the CONTRACTOR's general work plan and requirements of the project. WT will document the minutes for this meeting. The CITY's

representatives and other stakeholders will be invited to participate. WT shall establish agenda, meeting location, and distribute the meeting minutes within 7 days after the meeting.

2) Construction Progress Meetings

WT will conduct regular and periodic Project progress meetings with the CITY, CONTRACTOR, and any other stakeholders involved with the project. WT shall establish agendas, meeting location, and record/distribute meeting minutes within 7 days after the meeting.

g) Construction Administration

- 1) General - WT shall implement project controls to maintain consistency and transparency in the management of documents, schedule, and finances for the project duration. WT shall assist the CITY in administrating the construction contract using industry standard practices and tools. WT will communicate both verbally and in writing with the CONTRACTOR and CITY during the construction. The recommended systems and practices will be synced with the requirements of the CONTRACT DOCUMENTS and applicable CITY protocols.
- 2) Document Management System and Procedures - WT shall use a cloud-based construction management software tool for managing, tracking, reporting, and storing relevant documents between the CONTRACTOR and CITY produced during the construction and closeout phases of the project. The following requirements apply to document management for this project:
 - i. In coordination with the CITY, maintain digital records, suitably organized, of all relevant documentation.
 - ii. WT shall implement procedures for logging and tracking relevant correspondence and documents. WT shall assist the CITY in monitoring outstanding decisions, approvals, or responses required from the CITY and/or its stakeholders.
 - iii. At a minimum, workflows will be defined and implemented for Requests for Information (RFIs), Submittals and Shop Drawings, Field Orders (FOs), Work Change Directives (WCDs), Change Proposal Requests (CPR's), Change Orders (COs) and Inspector Daily Reports (IDR's); companion documents will be uploaded to cloud-based system using lists or libraries to track and organize data. Workflows and routing documents will be developed considering the CITY's preferences for notification.
 - iv. Project meetings will be scheduled in Outlook.
- 3) Schedule of Values and CONTRACTOR Payments - WT shall review the schedule of values submitted by the CONTRACTOR and work with CONTRACTOR to obtain an acceptable schedule for basis of payment applications. WT will receive and review the CONTRACTOR's monthly payment applications. WT will verify quantities and determine if the payment request reflects the progress of the CONTRACTOR's work and is in accordance with the CONTRACT DOCUMENTS. WT shall provide recommendations to the CITY as to the acceptability of the requests, and advise on status of total amounts requested, paid, and remaining under the terms of contract.
 - i. Recommendations to the CITY for payment will be based upon WT's knowledge, information, and data from its onsite observations of the work, and such recommendations do not represent that continuous or detailed examinations have been made relative to exact accordance with

the contract but that WT has examined work to ascertain how or for what purpose the CONTRACTOR has used the moneys paid; and that title work, materials or equipment that has passed to the CITY free and clear of liens, claims, security interests, or encumbrances.

- 4) CONTRACTOR Schedule Reviews – WT will review the CONTRACTOR's construction schedule monthly and verify that it is consistent with the requirements of the contract documents. The CONTRACTOR will be advised of areas where the schedule is not in compliance and WT will support the CITY in approving, accepting, or taking other action on the CONTRACTOR's schedule, in accordance with the contract for construction.
 - i. Review and comments related to schedule reviews shall not be considered as a guarantee or confirmation that the CONTRACTOR will complete the work in accordance with the contract for construction. Review of CONTRACTOR's monthly schedule updates or other schedule submissions ascertains compliance with the CONSTRUCTION DOCUMENTS. Separately, WT may provide opinions of progress or issues to the CITY regarding the risks or other pertinent updates relative to performance.
- 5) Change Management - Field engineering services address minor changes to design work based on conditions encountered in the field and/or at the direction of the CITY. WT team includes senior technical advisors that are available to support review. Change services include the following:
 - i. Field Orders (FO)s - WT may authorize minor variations in the work through field orders issued to the CONTRACTOR. The changes would not involve an adjustment in the CONTRACTOR's contract price nor time for construction and are not considered inconsistent with the contract documents.
 - ii. Change Proposal Requests (CPR) and Work Change Directives (WCD) - If RFIs or construction changes result in contract time or cost adjustments, WT will review and provide a recommendation for acceptance or rejection based on the review and assist the CITY with negotiations of the proposal, as needed.
 - iii. Change Orders (CO) - When a series of price or time adjustments have been approved, WT will combine those individual CPRs and WCDs into a change order and provide that change order to the CITY for action.
- 6) Claims and Disputes - WT will log and notify the CITY about letters and notices from the CONTRACTOR concerning claims or disputes between the CONTRACTOR and CITY pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. WT will review such letters and notices and facilitate discussions with the CONTRACTOR as necessary to understand each such claim or dispute. WT will then advise the CITY regarding the CONTRACTOR's compliance with the contract requirements for such claims and disputes and assist in discussions with the CONTRACTOR to resolve claims and disputes.

h) Resident Engineering and Field Services

- 1) Submittal Schedule – WT will obtain from the CONTRACTOR a proposed shop drawing and submittal schedule, which shall identify shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission.
 - 2) Shop Drawings, Samples, and Submittals – WT will follow established procedures and workflows for the review of the CONTRACTOR's shop drawings, samples, and other submittals. WT shall review shop drawings, samples, and submittals for compliance with the requirements of the contract for construction. WT will coordinate with the CITY to issue responses to the review requests, as appropriate. Logs will be posted on a weekly basis that identify and track all shop drawings, samples, and O&M manuals.
 - 3) Proposed Substitutions - WT will coordinate and assist in the review and response to the CONTRACTOR's requests for any proposed substitution of approved products. Where appropriate, WT will coordinate with CITY to review and will advise CITY as to the acceptability of such substitutions.
 - 4) Requests for Information (RFIs) - WT will review the CONTRACTOR's RFI or clarification of the contract for construction. WT will coordinate, as appropriate, with the CITY and issue responses to the requests to the CONTRACTOR.
 - 5) Other CONTRACTOR Submissions – WT shall coordinate with the CONTRACTOR for the submission of required warranties, guarantees, lien releases and other similar documents as required by the construction documents. WT will advise CITY as to the acceptability and compliance of these documents with the contract for construction.
 - 6) As-Built Documents - Verify the CONTRACTOR is maintaining and separately maintain a set of marked-up, redline documents and regularly (at least monthly) reconcile any observed differences. At completion, provide set of reconciled redline construction documents to CITY.
- i) Resident Project Representative (RPR) Services
- 1) General – WT shall provide a full-time experienced Resident Project Representative to conduct onsite observations to document daily work by the CONTRACTOR, overall conformance with the construction documents, and contract administration. Typical responsibilities are as follows:
 - i. Familiar with and knowledgeable of the construction documents, approved construction standards, and submittals relative to daily report of site activities and events.
 - ii. Field observation services focus on documentation of completed work and its adherence to the construction documents and approved shop drawings using a standardized daily inspection daily report (IDR) template and photographic logs.
 - iii. Accompany visiting inspectors representing public or other agencies permitted onsite and document feedback and interactions from any local residents or passersby.
 - iv. Promptly review and notify the WT project manager of deficient or non-compliant work using a non-conformance report and CONTRACTOR's corrective.
 - v. Notify WT project manager of unexpected site condition (such as archeological, geotechnical, or environmental).

- 2) Deficient or Non-compliant Work – If the RPR discovers or believes that CONTRACTOR work does not meet the approved shop drawing or is not in accordance with the contract documents, or is otherwise defective, or not conforming to requirements of applicable rules and regulations, WT will promptly review and bring to the attention of the WT project manager and the CITY, using a non-conformance report. WT will then monitor and document the CONTRACTOR's corrective actions and advise on the acceptability of the corrective actions.
 - 3) Unexpected Site Condition, Including Subsurface Issues - Whenever WT observes or is notified by the CONTRACTOR of an unexpected site condition (such as archeological, geotechnical, or environmental), WT will advise the CITY immediately and will review the conditions at the site. WT will work with the CITY to determine the appropriate action(s) and to respond to the CONTRACTOR.
 - 4) WT may authorize minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents. Except for minor variations as stated herein, WT is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the work not performed in accordance with the Contract Documents. Communication between WT and the Contractors with regard to quality review shall not in any way be construed as binding WT or the CITY in releasing the Contractor from the fulfillment of any of the terms of the Contract. WT is not responsible for, nor does WT control, the means and methods of construction for the Project.
 - 5) Facilitate substantial and final completion inspections to prepare punch lists of items requiring completion or correction. Promptly after CONTRACTOR's notice that entire work is ready for its intended use, the RPR, along with the CITY and CONTRACTOR, will facilitate an inspection for substantial completion, considering any objections of the CITY and/or WT, and again, upon final completion. The RPR will reinspect work once after each initial inspection to confirm items outstanding items are addressed to allow for acceptance of the work and issuances of certificates of substantial completion and final completion.
- j) Project Close-Out
- 1) General – WT shall monitor and coordinate with the CONTRACTOR the assembling and transmitting of all contractual information required by the CITY at the completion of the project. These documents will include but are not limited to all written guarantees and warranties, operations and maintenance manuals, Maintenance Agreements, spare parts, records drawings, and other data required by the Contract Documents to the City.
 - 2) Operation and Maintenance Manuals – WT shall receive from the CONTRACTOR operation and maintenance manuals, warranties, and guarantees for materials and equipment installed in the Project.
 - 3) Punch List Inspection – WT and the CITY shall jointly conduct a punch list walk-through that identifies project work that does not conform to the contract specifications. WT will document and create a checklist of all items to be completed by the CONTRACTOR. WT will verify that all items are complete prior to final acceptance of the project.
 - 4) Prepare Sub-Final Estimate and Sub-Final Acceptance Documents – WT shall advise the CITY when the Project is completed, shall provide to the CITY a written

recommendation regarding payment to the CONTRACTOR, and shall prepare a Sub-Final Estimate for the CITY.

- 5) Substantial Completion – WT and the CITY shall jointly conduct an inspection of the CONTRACTOR's completion of work relative to the Punchlist items and in accordance with the Contract Documents to determine Substantial Completion. A detailed checklist will be developed and provided as part of final documentation that all requirements are met for the CITY to accept the project as final. WT and the CITY shall jointly issue a Certificate of Substantial Completion.
- 6) As-Built and Record Drawings - After completion of construction and completion of GPS survey of the completed work, the as-built information documented by WT and the CONTRACTOR will be provided to the CITY to update the construction document drawings to reflect the handwritten plan record and GPS survey information documenting changes during construction. WT will review, confirm, and coordinate with the CITY that the appropriate changes have been made and represent the record condition based on the information provided to the CITY.
- 7) Closeout File and Records - At project completion, WT will provide to the CITY an organized set of project documents and records received through-out the course of the project.

2.0 Post Construction Phase

- a) General – WT shall remain involved with the Project until release of services by the CITY. WT's duties during Post Construction may include the following:

- 1) Warranty Call-Backs – WT shall coordinate and verify that any warranty call-back work is performed by the CONTRACTOR. WT shall verify that warranty work is completed and meets the contract requirements. If requested by the CITY, WT shall perform an 11-month warranty walk-through of the project with the CITY.
- 2) Claim Settlement Negotiations – WT shall, if requested, negotiate on behalf of the CITY a fair and equitable settlement of any claim(s) or disputes prior to the Final Payment.
- 3) Other Services – WT shall provide other services as requested by the CITY.

- b) Post-Construction Monitoring

- 1) Post construction flow monitoring will be installed after completion of the project work in the right of way. Flow monitors will be installed for an anticipated three (3) month duration. One water quality sampling location will also be installed post-construction to monitor dry weather flow and evaluate reduction of illicit connections. The consultant will prepare a technical memo summarizing the outcomes of the flow monitoring.

SCHEDULE

Construction Management services for this project are anticipated to begin with a Notice to Proceed in November 2024 and a construction duration of 25 weeks. Post-construction monitoring is anticipated to occur in the spring of 2026.

Start of Construction Services	January 2025
Substantial Completion	June 2025
Final Completion	July 2025
Close-Out Services	September 2025

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

FEES AND COMPENSATION METHOD

Task	Description	Amount*
1.0	Project Management/Administration	\$35,880.00
2.0	Construction Administration/Resident Observation	\$163,360.00
3.0	Post-Construction Monitoring	\$32,040.00
Total Fee		\$231,280.00

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

ASSUMPTIONS/CLARIFICATIONS

WADE TRIM's cost proposal is based on the construction schedule that was developed for the contractors. Any deviations in the construction schedule may result in a change in the fee proposal based on the performance of the contractor.

EXCLUSIONS/ADDITIONAL SERVICES

WADE TRIM will provide additional services on a time and material basis in accordance with our current schedule of rates and charges (or negotiated fee). Services not identified in this proposal shall be discussed as they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Changes in scope
- Services associated with litigation or arbitration
- Geotechnical investigations or reports
- Materials testing

INVOICING PROCEDURES

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

All fees, unless specified lump sum in the above scope, are on a time and material basis based on actual rates.

Very truly yours,

Wade Trim, Inc.

A handwritten signature in black ink, appearing to read "Bryan D. Celik", with a stylized flourish at the end.

Bryan D. Celik, PE, CCM
Area Lead, Senior Project Manager

CLH5013

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cc: Anthony Ferrone, Sarah Fuller

Exhibit B: Proposed Budget

Construction Administration and Resident Observation Services for
Hampshire Road Illicit Connections and SSO Control

10/29/2024

					Wade Trim				
					PM	Engineer	Resident Inspector	Admin Support	
					\$ 240.00	\$ 145.00	\$ 120.00	\$ 80.00	
Level of Effort Breakdown	Total Cost	Labor Cost	Expenses	Hours	Civil	Civil	Civil	Admin	ODC
Project Total	\$ 231,280	\$ 218,200	\$13,080	1,520					
Task 1 and 2 - Construction Administration/Resident Observation	\$ 199,240	\$ 199,240		1,400	240	136	1000	24	
Task 1: Project Management/Administration (Invoice Reviews)		\$ 35,880		176	120	40		16	
Meetings (Pre-Construction, Bi-weekly Construction meetings)		\$ 6,160		32	16	16			
Reviews (20 submittals, 10 RFIs, 5COs)		\$ 9,320		60	12	40		8	
Pay Apps		\$ 7,680		52	12		40		
Resident Observation - 120 Days		\$ 125,760		1,004	44		960		
Conformed Docs/Project Closeout		\$ 14,440		76	36	40			
Task 3 - Post-Construction Monitoring	\$ 32,040	\$ 18,960	\$13,080	120	26	80		14	\$13,080
Flow Monitoring and Report		\$ 18,960	\$13,080	120	26	80		14	\$13,080



Date: November 6, 2024

To: Addie Balester, Clerk of Council

Cc: Kahlil Seren, Mayor; Danny Williams, CAO
Christopher Heltzel, Assistant Law Director

From: Collette Clinkscale, Director of Public Works

Subject: Legislation for Construction Administration and Resident Observation services related to Yellowstone Road Storm Sewer, Sanitary Sewer and Water Main Replacement Project

Purpose Statement: This legislation is for the Mayor to enter into an agreement with Wade Trim Inc. for construction administration services in the amount of \$259,580.00 for the Yellowstone Road Storm Sewer, Sanitary Sewer and Water Main Replacement Project.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: X

If yes, why? To encumber ARPA funding

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

If yes, why? To allow the construction administration and resident observation services for the Yellowstone Project that was awarded on November 4th.

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

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

Proposed: 11/18/2024

RESOLUTION NO. 217-2024(MSES), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Wade Trim, Inc., for construction administration and resident observation services relating to the Yellowstone Road Storm Sewer, Sanitary Sewer and Water Main Replacement Project; and declaring the necessity that this legislation become immediately effective as an emergency.

WHEREAS, it is necessary to retain an engineering firm to perform construction administration and resident observation services relating to the Yellowstone Road Storm Sewer, Sanitary Sewer and Water Main Replacement Project; and

WHEREAS, the Mayor has recommended that the services offered by Wade Trim, Inc., best meet the City's needs; and

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

WHEREAS, Ordinance No. 140-2021, passed November 15, 2021, authorized the appropriation of funds awarded through the American Rescue Plan Act of 2021 ("ARPA") for sewer infrastructure improvement projects under Expenditure Category 5 of the Act; and

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

SECTION 1. The Mayor shall be and is hereby authorized to execute a contract with Wade Trim, Inc. to provide professional construction administration and resident observation services relating to the Yellowstone Road Storm Sewer, Sanitary Sewer and Water Main Replacement Project. The contract shall provide for services as set forth in the Scope of Services dated November 1, 2024, submitted by Wade Trim, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein. Compensation for the services detailed therein shall not exceed Two Hundred Fifteen Thousand Seven Hundred and Twenty Dollars (\$215,720.00). All agreements hereunder shall be approved as to form by the Director of Law.

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, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the

RESOLUTION NO. 217-2024(MSES)

inhabitants of the City of Cleveland Heights, such emergency being the need to timely meet project deadlines. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim Ohio as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Construction Administration and Resident Observation Services for Yellowstone Road Storm Sewer, Sanitary Sewer, and Water Main Replacement Project between the City of Cleveland Heights, 40 Severance Circle, Cleveland Heights OH, 44118, hereinafter called "Owner," and Wade Trim 1621 Euclid Avenue Suite 900, Cleveland OH, 44115, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

See attached proposal (Exhibit A) dated November 13, 2024.

B. Owner agrees to pay Professional as compensation for Professional's services as follows:

Compensation for the proposed scope of services is detailed in Exhibit B. Said compensation shall be a not to exceed fee of \$215,720.

C. Owner agrees to establish an allowance of \$0 for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

Work described in the attached scope of services will be completed within 1 year of construction commencing.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Kahlil Seren
(Print Name)

By: Matt Leach, P.E.
(Print Name)

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: _____

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Wade Trim, Inc.
1100 Superior Avenue East, Suite 1710 • Cleveland, OH 44114
216.363.0300 • www.wadetrim.com

November 13, 2024

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

Attention: Collette Clinkscale
Director of Public Works

Re: Yellowstone Road Storm Sewer, Sanitary Sewer, and Water Main Replacement Project –
Proposed Construction Administration Services

Dear Ms. Clinkscale:

We are pleased to submit this letter proposal for Construction Administration and Resident Observation Services for the Yellowstone Road Storm Sewer, Sanitary Sewer, and Water Main Replacement Project. Our proposal confirms our scope of work, proposed schedule, and budget effort estimate. We look forward to your review of this proposed content and fee proposal at your earliest convenience.

PROJECT UNDERSTANDING/SUMMARY

Wade Trim (WT) shall provide Construction Administration and Resident Observation Services to the City of Cleveland Heights as outlined in the task descriptions described herein. Services were developed based on previous services provided to the City of Cleveland Heights.

PROJECT SCOPE OF WORK

This scope of services is intended to assist the City of Cleveland Heights in administering the contract for construction, monitoring the performance of the contractor, verifying that the contractor's work is in compliance with the contract documents, and assisting the City of Cleveland Heights in responding to events that occur during construction. This scope is based on the understanding that the City of Cleveland Heights will contract directly with the contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other action necessary for the completion of the construction. This scope is also based on the City of Cleveland Heights executing a contract for construction with the Contractor that is consistent with this scope of services, and which provides the requisite authority for WT to fulfill its contractual responsibilities.

Description of Project

Yellowstone Road Storm Sewer, Sanitary Sewer, and Water Main Replacement is a utility replacement project in Cleveland Heights on Yellowstone Road between Monticello Boulevard and Noble Road. The existing sewers in need of replacement are in an over/under configuration and will be separated and relocated within the right-of-way. The storm sewer will be moved to the east side of the street and the sanitary sewer and water main will be replaced in kind.

The sewer separation will reduce inflow and infiltration from private residences to the sanitary sewer system and eliminate over/under sewer invert plate cross contamination from the sanitary sewer to the local storm sewer. The water main replacement will improve performance for residents and will

replace existing lead service line connections with updated copper services. The project also proposes full replacement of the roadway, curbs, and curb ramps within the project area.

The WT team shall provide Construction Administration and Resident Observation Services to the City of Cleveland Heights as outlined in the task descriptions herein. WT will assign a project manager that will be the primary contact for the City of Cleveland Heights and will be responsible for coordinating the resources and needs for the Project. Work will begin upon receipt of written notice to proceed from the City of Cleveland Heights.

Specific services included with each task are described in the sections below.

1.0 Construction Phase Services

WT will assign a project manager that will be the primary contact for the City of Cleveland Heights (CITY) and will be responsible for coordinating the resources and needs for WT for the project. The services of WT shall consist of coordinating all aspects of the construction of the Project for the CITY, in accordance with the plans and specifications which shall include, but are not limited to the following:

1.1 Project Management/Administration Services

1. General - The Construction Phase will commence with the award of the Construction Contracts and shall terminate when the Final Certificates for Payment for the Project are issued by the CITY. The physical construction work will start upon the issuance of the Notice-to-Proceed (NTP).

WT will be the CITY's authorized representative during the Construction Phase to administer, coordinate, and monitor the work of the Contractor and shall advise and consult with the CITY regarding all aspects of the Project. WT will have the authority to act on behalf of the CITY consistent with the terms and conditions set forth in this agreement.

2. Insurance - The City shall provide WT with a copy of all the Contractor's insurance certificates. The City shall provide notice to WT of all cancellation notices received by the City under such policies within five (5) working days of the City's receipt thereof. WT shall notify the Contractor that they are not permitted to enter the site when the Contractor is not in compliance with the insurance requirements.
3. Permits - WT will verify that the CONTRACTOR has obtained all applicable permits and complied with notifications required by local, state, or federal agencies prior to the start of construction.
4. Safety Programs - WT shall review the safety programs as developed by the Contractor. WT shall not be responsible for the Contractor's implementation or compliance with the safety program, nor shall WT be responsible for the adequacy or completeness of the Contractor's safety program.
5. Certified Payroll Reports / Prevailing Wage - This project has prevailing wage requirements as part of the contract documents. The CONTRACTOR will submit certified payroll reports in accordance with the CITY's requirements. The CITY will monitor certified payroll reports to ensure that they conform to the contract and the work completed to date. WT, if requested by the CITY, can coordinate, and collect certified payroll reports. The CITY, if required, will perform prevailing wage rate interviews.

1.2 Resident Observation Phase

WT shall implement project controls to maintain consistency and transparency in the management of documents, schedule, and finances for the project duration. WT shall assist the City in administering the construction contract using industry standard practices and tools. WT will communicate both verbally and in writing with the Contractor and City during the construction. The recommended systems and practices will be synced with the requirements of the CONTRACT DOCUMENTS and applicable City protocols. Resident observation services will include the following:

1. Meetings

- i. Pre-Construction Meeting - WT shall coordinate and conduct a pre-construction meeting with the CONTRACTOR to review communication, coordination, other procedures, and discuss the CONTRACTOR's general work plan and requirements of the project. WT will document the minutes for this meeting. The CITY's representatives and other stakeholders will be invited to participate. WT shall establish agenda, meeting location, and distribute the meeting minutes within 7 days after the meeting.
- ii. Construction Progress Meetings - WT will conduct regular and periodic project progress meetings with the CITY, CONTRACTOR, and any other stakeholders involved with the project as needed. WT shall establish agendas, meeting location, and record/distribute meeting minutes within 7 days after the meeting.

2. Construction Administration

- i. Document Management System and Procedures - WT shall use a cloud-based construction management software tool for managing, tracking, reporting, and storing relevant documents between the CONTRACTOR and CITY produced during the construction and closeout phases of the project. The following requirements apply to document management for this project:
 1. In coordination with the CITY, maintain digital records, suitably organized, of all relevant documentation.
 2. WT shall implement procedures for logging and tracking relevant correspondence and documents. WT shall assist the CITY in monitoring outstanding decisions, approvals, or responses required from the CITY and/or its stakeholders.
 3. At a minimum, workflows will be defined and implemented for Requests for Information (RFIs), Submittals and Shop Drawings, Field Orders (FOs), Work Change Directives (WCDs), Change Proposal Requests (CPR's), Change Orders (COs) and Inspector Daily Reports (IDR's); companion documents will be uploaded to cloud-based system using lists or libraries to track and organize data. Workflows and routing documents will be developed considering the CITY's preferences for notification.
 4. Project meetings will be scheduled in Outlook.
- ii. Schedule of Values and CONTRACTOR Payments - WT shall review the schedule of values submitted by the CONTRACTOR and work with CONTRACTOR to obtain an acceptable schedule for basis of payment applications. WT will receive and review the CONTRACTOR's monthly payment applications. WT will verify quantities and determine if the payment request reflects the progress of the CONTRACTOR's work and is in accordance with the CONTRACT DOCUMENTS. WT shall provide recommendations to the CITY as to the acceptability of the requests, and advise on status of total amounts requested, paid, and remaining under the terms of contract.
 1. Recommendations to the CITY for payment will be based upon WT's knowledge, information, and data from its onsite observations of the work, and such recommendations do not represent that continuous or detailed examinations have been made relative to exact accordance with the contract but that WT has examined work to ascertain how or for what purpose the CONTRACTOR has used the moneys paid; and that title work, materials or equipment that has passed to the CITY free and clear of liens, claims, security interests, or encumbrances.
- iii. CONTRACTOR Schedule Reviews - WT will review the CONTRACTOR's construction schedule monthly and verify that it is consistent with the requirements of the contract documents. The CONTRACTOR will be advised of areas where the schedule is not in

compliance and WT will support the CITY in approving, accepting, or taking other action on the CONTRACTOR's schedule, in accordance with the contract for construction.

1. Review and comments related to schedule reviews shall not be considered as a guarantee or confirmation that the CONTRACTOR will complete the work in accordance with the contract for construction. Review of CONTRACTOR's monthly schedule updates or other schedule submissions ascertains compliance with the CONSTRUCTION DOCUMENTS. Separately, WT may provide opinions of progress or issues to the CITY regarding the risks or other pertinent updates relative to performance.
- iv. Change Management - Field engineering services address minor changes to design work based on conditions encountered in the field and/or at the direction of the CITY. WT team includes senior technical advisors that are available to support review. Change services include the following:
 1. Field Orders (FO)s - WT may authorize minor variations in the work through field orders issued to the CONTRACTOR. The changes would not involve an adjustment in the CONTRACTOR's contract price nor time for construction and are not considered inconsistent with the contract documents.
 2. Change Proposal Requests (CPR) and Work Change Directives (WCD) - If RFIs or construction changes result in contract time or cost adjustments, WT will review and provide a recommendation for acceptance or rejection based on the review and assist the CITY with negotiations of the proposal, as needed.
 3. Change Orders (CO) - When a series of price or time adjustments have been approved, WT will combine those individual CPRs and WCDs into a change order and provide that change order to the CITY for action.
- v. Claims and Disputes - WT will log and notify the CITY about letters and notices from the CONTRACTOR concerning claims or disputes between the CONTRACTOR and CITY pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. WT will review such letters and notices and facilitate discussions with the CONTRACTOR as necessary to understand each such claim or dispute. WT will then advise the CITY regarding the CONTRACTOR's compliance with the contract requirements for such claims and disputes and assist in discussions with the CONTRACTOR to resolve claims and disputes.

3. Resident Engineering and Field Services

- i. Submittal Schedule - WT will obtain from the CONTRACTOR a proposed shop drawing and submittal schedule, which shall identify shop drawings, samples, and submittals required by the contract for construction, along with the anticipated dates for submission.
- ii. Shop Drawings, Samples, and Submittals - WT will follow established procedures and workflows for the review of the CONTRACTOR's shop drawings, samples, and other submittals. WT shall review shop drawings, samples, and submittals for compliance with the requirements of the contract for construction. WT will coordinate with the CITY to issue responses to the review requests, as appropriate. Logs will be posted on a weekly basis that identify and track all shop drawings, samples, and O&M manuals.
- iii. Proposed Substitutions - WT will coordinate and assist in the review and response to the CONTRACTOR's requests for any proposed substitution of approved products. Where appropriate, WT will coordinate with CITY to review and will advise CITY as to the acceptability of such substitutions.

- iv. RFIs - WT will review the CONTRACTOR's RFI or clarification of the contract for construction. WT will coordinate, as appropriate, with the CITY and issue responses to the requests to the CONTRACTOR.
 - v. Other CONTRACTOR Submissions - WT shall coordinate with the CONTRACTOR for the submission of required warranties, guarantees, lien releases and other similar documents as required by the construction documents. WT will advise CITY as to the acceptability and compliance of these documents with the contract for construction.
 - vi. As-Built Documents - Verify the CONTRACTOR is maintaining and separately maintain a set of marked-up, redline documents and regularly (at least monthly) reconcile any observed differences. At completion, provide set of reconciled redline construction documents to CITY.
4. Resident Project Representative (RPR) Services
- i. General - WT shall provide a full-time experienced Resident Project Representative to conduct onsite observations to document daily work by the CONTRACTOR, overall conformance with the construction documents, and contract administration. Typical responsibilities are as follows:
 - 1. Familiar with and knowledgeable of the construction documents, approved construction standards, and submittals relative to daily report of site activities and events.
 - 2. Field observation services focus on documentation of completed work and its adherence to the construction documents and approved shop drawings using a standardized daily inspection daily report (IDR) template and photographic logs.
 - 3. Accompany visiting inspectors representing public or other agencies permitted onsite and document feedback and interactions from any local residents or passersby.
 - 4. Promptly review and notify the WT project manager of deficient or non-compliant work using a non-conformance report and CONTRACTOR's corrective.
 - 5. Notify WT project manager of unexpected site condition (such as archeological, geotechnical, or environmental).
 - 6. WT will not be responsible for materials testing.
 - ii. Deficient or Non-compliant Work - If the RPR discovers or believes that CONTRACTOR work does not meet the approved shop drawing or is not in accordance with the contract documents, or is otherwise defective, or not conforming to requirements of applicable rules and regulations, WT will promptly review and bring to the attention of the WT project manager and the CITY, using a non-conformance report. WT will then monitor and document the CONTRACTOR's corrective actions and advise on the acceptability of the corrective actions.
 - iii. Unexpected Site Condition, Including Subsurface Issues - Whenever WT observes or is notified by the CONTRACTOR of an unexpected site condition (such as archeological, geotechnical, or environmental), WT will advise the CITY immediately and will review the conditions at the site. WT will work with the CITY to determine the appropriate action(s) and to respond to the CONTRACTOR.
 - iv. WT may authorize minor variations in the work from the requirements of the Contract Documents that do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents. Except for minor variations as stated herein, WT is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the work not performed in accordance with the Contract Documents.

Communication between WT and the Contractors with regard to quality review shall not in any way be construed as binding WT or the CITY in releasing the Contractor from the fulfillment of any of the terms of the Contract. WT is not responsible for, nor does WT control, the means and methods of construction for the Project.

- v. Facilitate substantial and final completion inspections to prepare punch lists of items requiring completion or correction. Promptly after CONTRACTOR's notice that entire work is ready for its intended use, the RPR, along with the CITY and CONTRACTOR, will facilitate an inspection for substantial completion, considering any objections of the CITY and/or WT, and again, upon final completion. The RPR will reinspect work once after each initial inspection to confirm items outstanding items are addressed to allow for acceptance of the work and issuances of certificates of substantial completion and final completion.

5. Project Close-Out

- i. General – WT shall monitor and coordinate with the CONTRACTOR the assembling and transmitting of all contractual information required by the CITY at the completion of the project. These documents will include but are not limited to all written guarantees and warranties, operations and maintenance manuals, Maintenance Agreements, spare parts, records drawings, and other data required by the Contract Documents to the City.
- ii. Operation and Maintenance Manuals – WT shall receive from the CONTRACTOR operation and maintenance manuals, warranties, and guarantees for materials and equipment installed in the Project.
- iii. Punch List Inspection – WT and the CITY shall jointly conduct a punch list walk-through that identifies project work that does not conform to the contract specifications. WT will document and create a checklist of all items to be completed by the CONTRACTOR. WT will verify that all items are complete prior to final acceptance of the project.
- iv. Prepare Sub-Final Estimate and Sub-Final Acceptance Documents – WT shall advise the CITY when the Project is completed, shall provide to the CITY a written recommendation regarding payment to the CONTRACTOR, and shall prepare a Sub-Final Estimate for the CITY.
- v. Substantial Completion – WT and the CITY shall jointly conduct an inspection of the CONTRACTOR's completion of work relative to the Punchlist items and in accordance with the Contract Documents to determine Substantial Completion. A detailed checklist will be developed and provided as part of final documentation that all requirements are met for the CITY to accept the project as final. WT and the CITY shall jointly issue a Certificate of Substantial Completion.
- vi. As-Built and Record Drawings - After completion of construction and completion of GPS survey of the completed work, the as-built information documented by WT and the CONTRACTOR will be provided to the CITY to update the construction document drawings to reflect the handwritten plan record and GPS survey information documenting changes during construction. WT will review, confirm, and coordinate with the CITY that the appropriate changes have been made and represent the record condition based on the information provided to the CITY.
- vii. Closeout File and Records - At project completion, WT will provide to the CITY an organized set of project documents and records received through-out the course of the project.

Post Construction Phase

6. General – WT shall remain involved with the Project until release of services by the CITY. WT's duties during Post Construction may include the following:
 - i. Warranty Call-Backs – WT shall coordinate and verify that any warranty call-back work is performed by the CONTRACTOR. WT shall verify that warranty work is completed and meets the contract requirements. If requested by the CITY, WT shall perform an 11-month warranty walk-through of the project with the CITY.
 - ii. Claim Settlement Negotiations – WT shall, if requested, negotiate on behalf of the CITY a fair and equitable settlement of any claim(s) or disputes prior to the Final Payment.
 - iii. Other Services – WT shall provide other services as requested by the CITY.

SCHEDULE

We propose to complete the project within 12 months of an executed agreement. Dates for key activities, deliverables, and meetings are provided below.

- Notice to Proceed – November 2024
- Construction Phase Services
 - Commence Construction – April 2025
 - Construction Substantially Complete – September 2025
 - Final Completion – October 2025
 - As-Constructed Plans – November 2025

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

FEES AND COMPENSATION METHOD

Task	Description	Fee*
1.0	Project Management/Administration Services	\$38,040
2.0	Resident Observation	\$177,680
Total Fee		\$215,720

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

EXCLUSIONS AND CLARIFICATIONS

WT will provide services on a time and material basis in accordance with our current schedule of rates and charges (or negotiated fee). Services not identified in this proposal will be discussed as they arise. The below services are not included as part of the scope and fee presented in this proposal.

- Special Evaluations
 - Economic evaluations/rate schedules, financing assistance, and grant and loan applications.
 - Value Engineering revisions unless input is received during design or plan changes are requested after obtaining permits or during construction.

- Traffic impact and/or signalization studies.
- Professional Arborist evaluation of street trees.
- Other Services
 - Changes in scope.
 - Additional meetings or coordination activities not identified in our scope or required after the project commences or not disclosed to WT at the time of preparing the scope.
 - Effort and expenses required to attend, or participate in, dispute resolution or presentation of plans other than noted in this proposal.
 - Services associated with litigation or arbitration.

INVOICING PROCEDURES

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

All fees are on a time and material basis.

We have enclosed a Professional Services Short Form Agreement for this project. If this meets your approval, please sign, date, and return the Agreement to authorize WT to proceed. We look forward to working with you on this project, and should you have any questions, please do not hesitate to call.

Very truly yours,

Wade Trim, Inc.



Bryan D. Celik, PE, CCM
Area Lead, Senior Project Manager

Yellowstone

Cleveland Heights IOCMP - Documents\Yellowstone CLH5008 Task 11\Construction Administration\Contract

cc: Anthony Ferrone, Sarah Fuller

Exhibit B: Proposed Budget

Construction Administration Services for Yellowstone Road
Storm Sewer, Sanitary Sewer, and Water Main Replacement Project
11/13/2024

Wade Trim			
PM	Professional Engineer	Resident Inspector	Admin Support
\$ 250.00	\$ 145.00	\$ 120.00	\$ 80.00
Level of Effort Breakdown	Total Cost	Labor Cost	Hours
Project Total	\$ 215,720	\$ 215,720	1,562
Task 1: Project Management/Administration Services	\$ 38,040	\$ 38,040	208
Construction Management/Administration		\$ 38,040	208
Task 2: Resident Observation	\$ 177,680	\$ 177,680	1,354
Meetings (Pre-Construction, 7 Construction meetings)		\$ 5,530	28
Reviews (20 submittals, 10 RFIs, 5 COs)		\$ 14,470	90
Pay Apps		\$ 6,320	28
Resident Observation (140 days)		\$ 134,400	1,120
Conformed Docs/Project Closeout		\$ 16,960	88
	174	252	1120
			16



Date: 11/14/2024

To: Law and Council

From: Tara Schuster, Acting Finance Director

Subject: 2024 Appropriation Increase

Purpose Statement:

To increase the 2024 Budget Ordinance by \$328,422.00. Please see attached Memo and Spreadsheet for additional details on the budget increase.

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

*Budget adjustments in general are recurring

Is emergency language necessary: Yes: X No: _____

If yes, why?

ARPA Revenue Replacement and ARPA Projects budget transfer needed to cover cost and a reduction is needed to balance to the \$38,817,062 in ARPA revenue the City received. Budget Increase in Fund 101 and Fund 226 to cover the additional projects for Lead Safe and CDBG Projects.

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

If yes, why?

In order to maintain operations and to get the projects done in a timely fashion we are requesting this gets approved on the 1st reading.

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

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

ARPA Funds and CDBG Funds

Memo

To: Mayor Kahlil Seren
From: Tara Schuster, Interim Finance Director
Date: 11/14/2024
Re: November 18, 2024 Budget Adjustment

For the November 18, 2024 Council Meeting, I am requesting a total budget increase of \$328,000.00 to the 2024 budget. Here is a summary of the budget adjustments:

- Fund 101 – General Fund has a total budget increase of \$200,000
 - ARPA Lead Clearance Testing Rebate reimbursement that is not eligible under the ARPA State Lead Safe Grant and part of the ARPA Revenue Replacement
- Fund 226 – Lead Safe Cuyahoga Fund has a total budget request of \$300,000
 - Increase in budget to cover the cost for the Lead Safe Cuyahoga Contracts
- Fund 241 – Local Fiscal Recovery Fund has a total budget request of -\$171,578.00
 - In the 2024 budget, Council approved spending of ARPA funds for specific purposes. This will transfer the budget to specific account and account for the revenue replacement from the General Fund.
 - A decrease in budget is needed after the reallocating budget to balance the ARPA funds to the \$38,817,062 the City received.

Attached to this document is more detail about this budget adjustment request.

In order to maintain operations and not delay any projects, I am requesting that this adjustment be passed as an emergency on the first reading.

Proposed: 11/18/2024

ORDINANCE NO. 218-2024(F), *First Reading*

By Mayor Seren

An Ordinance to repeal and replace certain subparagraphs of Ordinance No. 198-2023, relating to appropriations and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2024, repeal the prior version of Ordinance No. 198-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council wishes to repeal and replace certain appropriations made through Ordinance No. 198-2023, passed December 18, 2023, in the manner more fully described herein,

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

SECTION 1. Certain subparagraphs of Ordinance No. 198-2023 relating to appropriations for the current expenses and other expenditures of the City of Cleveland Heights, Ohio for the fiscal year ending December 31, 2024 be, and the same hereby are increased, decreased, and/or transferred in the amounts set forth in Exhibit 1, attached hereto.

SECTION 2. All expenditures of the City of Cleveland Heights within the fiscal year ending December 31, 2024, shall be made within appropriations herein provided. "Appropriation" as used herein means the total amount appropriated for the individual fund. Notwithstanding the financial detail herein presented within an individual fund, the Mayor is authorized to transfer budgeted amounts within each fund, so long as the total amount appropriated for each individual fund is not exceeded.

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

SECTION 4. The prior version of Ordinance No. 198-2023, passed December 18, 2023, is hereby repealed in its entirety.

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

ORDINANCE NO. 218-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
That there be appropriated from the <u>GENERAL FUND, FUND NO. 101</u>					
1101- City Council					
	Personal Services	\$ 177,941.00	\$ 179,941.00		\$ 179,941.00
	O.T.P.S	\$ 74,445.00	\$ 74,445.00		\$ 74,445.00
	Total - 1101 City Council	\$ 252,386.00	\$ 254,386.00		\$ 254,386.00
2101 - Mayor's Office					
	Personal Services	\$ 937,052.00	\$ 937,052.00		\$ 937,052.00
	O.T.P.S	\$ 119,950.00	\$ 119,950.00		\$ 119,950.00
	Total - 2101 Mayor's Office	\$ 1,057,002.00	\$ 1,057,002.00		\$ 1,057,002.00
2106- Civil Service					
	Personal Services	\$ 3,659.00	\$ 3,659.00		\$ 3,659.00
	O.T.P.S	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
	Total - 2106 Civil Service	\$ 33,659.00	\$ 33,659.00		\$ 33,659.00
2107 - Landmark Commission					
	O.T.P.S	\$ 19,850.00	\$ 19,850.00		\$ 19,850.00
	Total - 2107 Landmark Commission	\$ 19,850.00	\$ 19,850.00		\$ 19,850.00
2108- General Operations					
	Personal Services	\$ 716,000.00	\$ 716,000.00		\$ 716,000.00
	O.T.P.S	\$ 1,708,800.00	\$ 1,708,800.00		\$ 1,708,800.00
	Total - 2108 General Operations	\$ 2,424,800.00	\$ 2,424,800.00		\$ 2,424,800.00
2201 - M.I.S.					
	Personal Services	\$ 451,446.00	\$ 451,446.00		\$ 451,446.00
	O.T.P.S	\$ 282,800.00	\$ 282,800.00		\$ 282,800.00
	Capital	\$ 79,000.00	\$ 79,000.00		\$ 79,000.00
	Total - 2201 MIS	\$ 813,246.00	\$ 813,246.00		\$ 813,246.00
2501- Community Relations					
	Personal Services	\$ 594,552.00	\$ 594,552.00		\$ 594,552.00
	O.T.P.S	\$ 211,210.00	\$ 211,210.00		\$ 211,210.00
	Total - 2501 Community Relations	\$ 805,762.00	\$ 805,762.00		\$ 805,762.00
2502 - Public Relations					
	Personal Services	\$ -	\$ -		\$ -
	O.T.P.S	\$ -	\$ -		\$ -
	Total - 2502 Public Relations	\$ -	\$ -		\$ -
3101 - Finance					
	Personal Services	\$ 693,376.00	\$ 693,376.00		\$ 693,376.00
	O.T.P.S	\$ 239,610.00	\$ 239,610.00		\$ 239,610.00
	Other Financing Uses	\$ -	\$ -		\$ -
	Total - 3101 Finance	\$ 932,986.00	\$ 932,986.00		\$ 932,986.00
3103 - County Auditors Deductions					
	O.T.P.S	\$ 300,000.00	\$ 300,000.00		\$ 300,000.00
	Total - 3103 County Auditors Deduction:	\$ 300,000.00	\$ 300,000.00		\$ 300,000.00
310Z - Operating Transfers					
	Other Financing Uses	\$ 575,000.00	\$ 575,000.00		\$ 575,000.00
	Total - 310Z Operating Transfers	\$ 575,000.00	\$ 575,000.00		\$ 575,000.00
3201 - Income Tax					
	O.T.P.S	\$ 1,162,750.00	\$ 1,162,750.00		\$ 1,162,750.00
	Total - 3201 Income Tax	\$ 1,162,750.00	\$ 1,162,750.00		\$ 1,162,750.00
3301 - Human Resources					
	Personal Services	\$ 224,461.00	\$ 224,461.00		\$ 224,461.00
	O.T.P.S	\$ 300,850.00	\$ 300,850.00		\$ 300,850.00
	Total - 4101 Law	\$ 525,311.00	\$ 525,311.00		\$ 525,311.00
4101 - Law					
	Personal Services	\$ 1,080,770.00	\$ 1,080,770.00		\$ 1,080,770.00
	O.T.P.S	\$ 475,050.00	\$ 475,050.00		\$ 475,050.00
	Total - 4101 Law	\$ 1,555,820.00	\$ 1,555,820.00		\$ 1,555,820.00
5101 - Planning					
	Personal Services	\$ 2,529,981.00	\$ 2,529,981.00		\$ 2,529,981.00
	O.T.P.S	\$ 319,050.00	\$ 319,050.00	\$ 200,000.00	\$ 519,050.00
	Total - 5101 Planning	\$ 2,849,031.00	\$ 2,849,031.00		\$ 3,049,031.00
5102- Planning Commission					
	Personal Services	\$ 8,226.00	\$ 8,226.00		\$ 8,226.00
	Capital	\$ -	\$ -		\$ -
	Total - 5101 Planning Commission	\$ 8,226.00	\$ 8,226.00		\$ 8,226.00

ORDINANCE NO. 218-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
5103 - Board of Zoning Appeals					
	Personal Services	\$ 5,967.00	\$ 5,967.00		\$ 5,967.00
	Capital	\$ -	\$ -		\$ -
	Total - 5103 Bd. Of Zoning Appeals	\$ 5,967.00	\$ 5,967.00		\$ 5,967.00
5104 - Special Improvement District					
	O.T.P.S	\$ 264,970.00	\$ 264,970.00		\$ 264,970.00
	Total - 5104 SID	\$ 264,970.00	\$ 264,970.00		\$ 264,970.00
5106 - Architect Bd of Review					
	Personal Services	\$ 5,985.00	\$ 5,985.00		\$ 5,985.00
	Capital	\$ -	\$ -		\$ -
	Total - 5106 Arch Bd. Of Review	\$ 5,985.00	\$ 5,985.00		\$ 5,985.00
5602 - SBA Grants					
	O.T.P.S	\$ 164,750.00	\$ 164,750.00		\$ 164,750.00
	Total - 5602 SBA Grants	\$ 164,750.00	\$ 164,750.00		\$ 164,750.00
6201 - Service Administration					
	Personal Services	\$ 430,208.00	\$ 430,208.00		\$ 430,208.00
	O.T.P.S	\$ 7,740.00	\$ 7,740.00		\$ 7,740.00
	Capital	\$ -	\$ -		\$ -
	Total - 6201 Service Admin	\$ 437,948.00	\$ 437,948.00		\$ 437,948.00
6202 Capital Projects Admin					
	O.T.P.S	\$ 45,000.00	\$ 45,000.00		\$ 45,000.00
	Total - 6202 Cap Proj Admin	\$ 45,000.00	\$ 45,000.00		\$ 45,000.00
6207 - Vehicle Maintenance					
	Personal Services	\$ 1,294,215.00	\$ 1,294,215.00		\$ 1,294,215.00
	O.T.P.S	\$ 1,502,660.00	\$ 1,502,660.00		\$ 1,502,660.00
	Capital	\$ 20,240.00	\$ 20,240.00		\$ 20,240.00
	Total - 6207 Vehicle Maintenance	\$ 2,817,115.00	\$ 2,817,115.00		\$ 2,817,115.00
6208 - Sewer Maintenance					
	Personal Services	\$ 1,892,444.00	\$ 1,892,444.00		\$ 1,892,444.00
	O.T.P.S	\$ 394,200.00	\$ 394,200.00		\$ 394,200.00
	Capital	\$ 45,000.00	\$ 45,000.00		\$ 45,000.00
	Total - 6208 Sewer Maintenance	\$ 2,331,644.00	\$ 2,331,644.00		\$ 2,331,644.00
6211 - Traffic Signs & Signals					
	Personal Services	\$ 98,378.00	\$ 98,378.00		\$ 98,378.00
	O.T.P.S	\$ 182,315.00	\$ 182,315.00		\$ 182,315.00
	Total - 6211 Traffics Signs Signals	\$ 280,693.00	\$ 280,693.00		\$ 280,693.00
7201 - Police Administration					
	Personal Services	\$ 12,887,328.00	\$ 12,887,328.00		\$ 12,887,328.00
	O.T.P.S	\$ 812,760.00	\$ 812,760.00		\$ 812,760.00
	Capital	\$ -	\$ -		\$ -
	Other Financing Uses	\$ -	\$ -		\$ -
	Total - 3101 Finance	\$ 13,700,088.00	\$ 13,700,088.00		\$ 13,700,088.00
7202 - Police Academy					
	Personal Services	\$ 120,784.00	\$ 120,784.00		\$ 120,784.00
	O.T.P.S	\$ 68,200.00	\$ 68,200.00		\$ 68,200.00
	Total - 7202 Police Academy	\$ 188,984.00	\$ 188,984.00		\$ 188,984.00
7301 - Fire Administration					
	Personal Services	\$ 10,709,620.00	\$ 10,709,620.00		\$ 10,709,620.00
	O.T.P.S	\$ 367,191.00	\$ 367,191.00		\$ 367,191.00
	Other Financing Uses	\$ -	\$ -		\$ -
	Total - 7301 Fire Admin	\$ 11,076,811.00	\$ 11,076,811.00		\$ 11,076,811.00
7302 - Joint Dispatch					
	O.T.P.S	\$ 1,291,500.00	\$ 1,291,500.00		\$ 1,291,500.00
	Total - 7302 Joint Dispatch	\$ 1,291,500.00	\$ 1,291,500.00		\$ 1,291,500.00
7303 - Fire Prevention					
	Personal Services	\$ 149,522.00	\$ 149,522.00		\$ 149,522.00
	O.T.P.S	\$ 8,850.00	\$ 8,850.00		\$ 8,850.00
	Capital	\$ -	\$ -		\$ -
	Total - 7303 Fire Prevention	\$ 158,372.00	\$ 158,372.00		\$ 158,372.00
7401 - Building Services					
	Personal Services	\$ 7,007.00	\$ 7,007.00		\$ 7,007.00
	O.T.P.S	\$ 1,034,300.00	\$ 1,034,300.00		\$ 1,034,300.00
	Non-Government	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
	Total - 7401 Building Services	\$ 1,046,307.00	\$ 1,046,307.00		\$ 1,046,307.00

ORDINANCE NO. 218-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
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CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
7402 - Housing Inspections					
	Personal Services	\$ 3,800.00	\$ 3,800.00		\$ 3,800.00
	O.T.P.S	\$ 133,000.00	\$ 133,000.00		\$ 133,000.00
	Non-Governmental	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
	Total - 7402 Housing Inspections	\$ 141,800.00	\$ 141,800.00		\$ 141,800.00
8101 - Community Services Admin					
	O.T.P.S	\$ 7,480.00	\$ 7,480.00		\$ 7,480.00
	Total - 8101 Comm Serv Admin	\$ 7,480.00	\$ 7,480.00		\$ 7,480.00
8201 - Public Prop/Park Maint					
	Personal Services	\$ 1,686,482.00	\$ 1,686,482.00		\$ 1,686,482.00
	O.T.P.S	\$ 1,342,545.00	\$ 1,342,545.00		\$ 1,342,545.00
	Total - 8201 Public Prop Maint	\$ 3,029,027.00	\$ 3,029,027.00		\$ 3,029,027.00
8401 - Parks & Rec Admin					
	Personal Services	\$ 706,761.00	\$ 706,761.00		\$ 706,761.00
	O.T.P.S	\$ 41,000.00	\$ 41,000.00		\$ 41,000.00
	Total - 8401 Parks & Rec Admin	\$ 747,761.00	\$ 747,761.00		\$ 747,761.00
8402 - General Playgrounds					
	O.T.P.S	\$ 20,700.00	\$ 20,700.00		\$ 20,700.00
	Total - 8402 General Playground	\$ 20,700.00	\$ 20,700.00		\$ 20,700.00
8403 - Swimming Pools					
	Personal Services	\$ 313,164.00	\$ 313,164.00		\$ 313,164.00
	O.T.P.S	\$ 233,500.00	\$ 233,500.00		\$ 233,500.00
	Total - 8403 Swimming Pools	\$ 546,664.00	\$ 546,664.00		\$ 546,664.00
8405 - Ice Programs					
	Personal Services	\$ 278,430.00	\$ 278,430.00		\$ 278,430.00
	O.T.P.S	\$ 36,450.00	\$ 36,450.00		\$ 36,450.00
	Total - 8405 Ice Programs	\$ 314,880.00	\$ 314,880.00		\$ 314,880.00
8406 - General Recreation Prog					
	Personal Services	\$ 167,855.00	\$ 167,855.00		\$ 167,855.00
	O.T.P.S	\$ 63,000.00	\$ 63,000.00		\$ 63,000.00
	Total - 8406 General Rec Prog	\$ 230,855.00	\$ 230,855.00		\$ 230,855.00
8409 - Sports Programs					
	Personal Services	\$ 115,450.00	\$ 115,450.00		\$ 115,450.00
	O.T.P.S	\$ 72,350.00	\$ 72,350.00		\$ 72,350.00
	Total - 8409 Sports Programs	\$ 187,800.00	\$ 187,800.00		\$ 187,800.00
8411 - Comm Center Admin					
	Personal Services	\$ 795,349.00	\$ 795,349.00		\$ 795,349.00
	O.T.P.S	\$ 440,500.00	\$ 440,500.00		\$ 440,500.00
	Other Financing Uses	\$ 1,400.00	\$ 1,400.00		\$ 1,400.00
	Total - 8411 Comm Center Admin	\$ 1,237,249.00	\$ 1,237,249.00		\$ 1,237,249.00
8501 - Office on Aging Admin					
	Personal Services	\$ 228,852.00	\$ 228,852.00		\$ 228,852.00
	O.T.P.S	\$ 15,860.00	\$ 15,860.00		\$ 15,860.00
	Total - 8501 Office on Aging	\$ 244,712.00	\$ 244,712.00		\$ 244,712.00
8601 - Public Health Admin					
	O.T.P.S	\$ 305,950.00	\$ 305,950.00		\$ 305,950.00
	Total - 8601 Public Health Admin	\$ 305,950.00	\$ 305,950.00		\$ 305,950.00
8701 - Animal Protection					
	O.T.P.S	\$ 28,500.00	\$ 28,500.00		\$ 28,500.00
	Total - 8701 Animal Protection	\$ 28,500.00	\$ 28,500.00		\$ 28,500.00
9101 - Municipal Court					
	Personal Services	\$ 1,599,148.00	\$ 1,599,148.00		\$ 1,599,148.00
	O.T.P.S	\$ 168,700.00	\$ 168,700.00		\$ 168,700.00
	Total - 9101 Municipal Court	\$ 1,767,848.00	\$ 1,767,848.00		\$ 1,767,848.00
Total Fund 101 - General Fund Budget		\$ 55,943,189.00	\$ 55,945,189.00	\$ 200,000.00	\$ 56,145,189.00
That there be appropriated from the <u>SCM&R FUND, FUND NO. 201</u>					
6201 - Service Administration					
	Personal Services	\$ 38,182.00	\$ 38,182.00		\$ 38,182.00
	Total - 6201 Service Admin	\$ 38,182.00	\$ 38,182.00		\$ 38,182.00
6208 - Sewer Maintenance			\$ -		\$ -

ORDINANCE NO. 218-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
	Personal Services	\$ 106,423.00	\$ 106,423.00		\$ 106,423.00
	Total - 6208 Sewer Maintenance	\$ 106,423.00	\$ 106,423.00		\$ 106,423.00
6213 - Monticello Blvd			\$ -		\$ -
	O.T.P.S	\$ 37,802.00	\$ 37,802.00		\$ 37,802.00
	Total - 6211 Traffics Signs Signals	\$ 37,802.00	\$ 37,802.00		\$ 37,802.00
6215 - Road Repaving			\$ -		\$ -
	O.T.P.S	\$ 20,480.00	\$ 20,480.00		\$ 20,480.00
	Total - 6215 Road Repaving	\$ 20,480.00	\$ 20,480.00		\$ 20,480.00
6220 - Taylor Road			\$ -		\$ -
	O.T.P.S	\$ 63,799.00	\$ 63,799.00		\$ 63,799.00
	Total - 6220 Taylor Road	\$ 63,799.00	\$ 63,799.00		\$ 63,799.00
6236 - Annual Street Surface			\$ -		\$ -
	Capital	\$ 4,500,000.00	\$ 4,500,000.00		\$ 4,500,000.00
	Total - 6236 Street Surface	\$ 4,500,000.00	\$ 4,500,000.00		\$ 4,500,000.00
6312 - Meadowbrook Blvd. Rehab			\$ -		\$ -
	O.T.P.S	\$ 118,922.00	\$ 118,922.00		\$ 118,922.00
	Total - 6220 Taylor Road	\$ 118,922.00	\$ 118,922.00		\$ 118,922.00
Total Fund 201 - SCM&R Budget		<u>\$ 4,885,608.00</u>	<u>\$ 4,885,608.00</u>		<u>\$ 4,885,608.00</u>
That there be appropriated from the PUBLIC BLDG. MAINT, FUND NO. 205					
8201 - Public Building Maintenance			\$ -		\$ -
	O.T.P.S	\$ 200,000.00	\$ 200,000.00		\$ 200,000.00
	Total - 7205 Law Enforcement	\$ 200,000.00	\$ 200,000.00		\$ 200,000.00
Total Fund 205 - Public Bldg. Maintenance		<u>\$ 200,000.00</u>	<u>\$ 200,000.00</u>		<u>\$ 200,000.00</u>
That there be appropriated from the LAW ENFORCEMENT FUND, FUND NO. 206					
7201 - Police Admin					
	Capital	\$ -	\$ 50,000.00		\$ 50,000.00
	Total - 7201 Police Admin	\$ -	\$ 50,000.00		\$ 50,000.00
7205 - Law Enforcement			\$ -		\$ -
	O.T.P.S	\$ 78,400.00	\$ 178,400.00		\$ 178,400.00
	Total - 7205 Law Enforcement	\$ 78,400.00	\$ 178,400.00		\$ 178,400.00
7210 - Law Enforcement Grants					
	Personnel Services	\$ 156,787.00	\$ 156,787.00		\$ 156,787.00
	Total - 7205 Law Enforcement	\$ 156,787.00	\$ 156,787.00		\$ 156,787.00
Total Fund 206 - Law Enforcement Budget		<u>\$ 235,187.00</u>	<u>\$ 385,187.00</u>		<u>\$ 385,187.00</u>
That there be appropriated from the DRUG LAW ENFORCEMENT FUND, FUND NO. 207					
7206 - Drug Law Enforcement					
	Personal Services	\$ 62,123.00	\$ 62,123.00		\$ 62,123.00
	O.T.P.S	\$ 142,750.00	\$ 142,750.00		\$ 142,750.00
	Capital	\$ 50,000.00	\$ 84,982.00		\$ 84,982.00
	Total - 7206 Drug Law Enforcement	\$ 254,873.00	\$ 289,855.00		\$ 289,855.00
Total Fund 207 - Drug Law Enforcement Budget		<u>\$ 254,873.00</u>	<u>\$ 289,855.00</u>		<u>\$ 289,855.00</u>
That there be appropriated from the C.D.B.G RESOURCES FUND, FUND NO. 208					
5201 - CDBG Financial Admin					
	Personal Services	\$ 5,739.00	\$ 5,739.00		\$ 5,739.00
	Total - 5201 CDBG Financial Admin	\$ 5,739.00	\$ 5,739.00		\$ 5,739.00
5203 - CDBG Admin Contracts					
	O.T.P.S	\$ 270,350.00	\$ 270,350.00		\$ 270,350.00
	Capital	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00
	Total - 5203 CDBG Admin Contracts	\$ 330,350.00	\$ 330,350.00		\$ 330,350.00
5211 - CDBG Comm. Area Improve.					
	Capital	\$ 10,121.00	\$ 10,121.00		\$ 10,121.00
	Total - 5211 Comm. Area Improve.	\$ 10,121.00	\$ 10,121.00		\$ 10,121.00
5220 - CDBG Office on Aging					
	Personal Services	\$ 40,384.00	\$ 40,384.00		\$ 40,384.00

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Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
	Total - 5201 CDBG Admin	\$ 40,384.00	\$ 40,384.00		\$ 40,384.00
5222 - Economic Development					
	Personal Services	\$ 61,813.00	\$ 61,813.00		\$ 61,813.00
	O.T.P.S	\$ 946,287.00	\$ 946,287.00		\$ 946,287.00
	Capital	\$ -	\$ -		\$ -
	Total - 5222 Economic Development	\$ 1,008,100.00	\$ 1,008,100.00		\$ 1,008,100.00
5224- - CDBG Admin					
	Personal Services	\$ 194,281.00	\$ 194,281.00		\$ 194,281.00
	O.T.P.S	\$ 89,000.00	\$ 89,000.00		\$ 89,000.00
	Capital	\$ -	\$ -		\$ -
	Total - 5224 CDBG Admin	\$ 283,281.00	\$ 283,281.00		\$ 283,281.00
5228 - CDBG Public Works					
	Capital	\$ 197,485.00	\$ 197,485.00		\$ 197,485.00
	Total - 5228 - Public Works	\$ 197,485.00	\$ 197,485.00		\$ 197,485.00
5301 - CDBG Home Repair Resource					
	Personal Services	\$ -	\$ -		\$ -
	O.T.P.S	\$ 246,842.00	\$ 246,842.00		\$ 246,842.00
	Total - 5301 CDBG Home Repair	\$ 246,842.00	\$ 246,842.00		\$ 246,842.00
5303 - CDBG Housing Pres Office					
	Personal Services	\$ 291,681.00	\$ 291,681.00		\$ 291,681.00
	O.T.P.S	\$ 702,000.00	\$ 702,000.00		\$ 702,000.00
	Capital	\$ -	\$ -		\$ -
	Total - 5303 CDBG Housing Pres Office	\$ 993,681.00	\$ 993,681.00		\$ 993,681.00
5304 - CDBG Code Enforce					
	Personal Services	\$ 104,772.00	\$ 104,772.00		\$ 104,772.00
	O.T.P.S	\$ -	\$ -		\$ -
	Total - 5304 CDBG Code Enforce	\$ 104,772.00	\$ 104,772.00		\$ 104,772.00
5309 - GIS					
	Personal Services	\$ 42,471.00	\$ 42,471.00		\$ 42,471.00
	O.T.P.S	\$ -	\$ -		\$ -
	Capital	\$ -	\$ -		\$ -
	Total - 5309 GIS	\$ 42,471.00	\$ 42,471.00		\$ 42,471.00
8407 - Child Care					
	O.T.P.S	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
	Total - 8407 Child Care	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
Total Fund 208 - CDBG Budget		<u>\$ 3,278,226.00</u>	<u>\$ 3,278,226.00</u>		<u>\$ 3,278,226.00</u>
That there be appropriated from the <u>HOME PROGRAM FUND, FUND NO. 211</u>					
5503 - Home Admin					
	O.T.P.S	\$ 435,000.00	\$ 435,000.00		\$ 435,000.00
	Total - 5503 Home Admin	\$ 435,000.00	\$ 435,000.00		\$ 435,000.00
5505 - Home Program Income					
	O.T.P.S	\$ 155,000.00	\$ 155,000.00		\$ 155,000.00
	Total - 5505 Home Program Income	\$ 155,000.00	\$ 155,000.00		\$ 155,000.00
Total Fund 211 - Home Program Budget		<u>\$ 590,000.00</u>	<u>\$ 590,000.00</u>		<u>\$ 590,000.00</u>
That there be appropriated from the <u>POLICE FACILTY IMPR. FUND, FUND NO. 213</u>					
7201 - Police Admin					
	O.T.P.S	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00
	Total - 7201 Police Admin	\$ 12,500.00	\$ 12,500.00		\$ 12,500.00
Total Fund 213 - Police Facility Budget		<u>\$ 12,500.00</u>	<u>\$ 12,500.00</u>		<u>\$ 12,500.00</u>
That there be appropriated from the <u>LOCAL PROGRAMMING FUND, FUND NO. 214</u>					
2108 - General Operations					
	O.T.P.S	\$ 74,000.00	\$ 74,000.00		\$ 74,000.00
	Total - 2108 General Operations	\$ 74,000.00	\$ 74,000.00		\$ 74,000.00
2201 - MIS					
	Capital	\$ 37,000.00	\$ 37,000.00		\$ 37,000.00
	Total - 2201 MIS	\$ 37,000.00	\$ 37,000.00		\$ 37,000.00
2502 - Public Relations					
	Personal Services	\$ 8,314.00	\$ 8,314.00		\$ 8,314.00
	Total - 2502 Public Relations	\$ 8,314.00	\$ 8,314.00		\$ 8,314.00

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Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
2601 - Cable TV Admin					
	Personal Services	\$ -	\$ -		\$ -
	O.T.P.S	\$ 182,400.00	\$ 182,400.00		\$ 182,400.00
	Capital	\$ 70,000.00	\$ 70,000.00		\$ 70,000.00
	Total - 2601 Cable TV Admin	\$ 252,400.00	\$ 252,400.00		\$ 252,400.00
Total Fund 214 - Local Programming Budget		\$ 371,714.00	\$ 371,714.00		\$ 371,714.00
That there be appropriated from the <u>CAIN PARK OPERATING FUND, FUND NO. 215</u>					
8901 - Cain Park Admin					
	Personal Services	\$ 208,602.00	\$ 208,602.00		\$ 208,602.00
	O.T.P.S	\$ 1,414,700.00	\$ 1,414,700.00		\$ 1,414,700.00
	Total - 8901 Cain Park Admin	\$ 1,623,302.00	\$ 1,623,302.00		\$ 1,623,302.00
8905 - Arts Festival					
	O.T.P.S	\$ 29,600.00	\$ 29,600.00		\$ 29,600.00
	Total - 8905 Arts Festival	\$ 29,600.00	\$ 29,600.00		\$ 29,600.00
8906 - Theater					
	O.T.P.S	\$ 150,750.00	\$ 150,750.00		\$ 150,750.00
	Total - 8906 Theater	\$ 150,750.00	\$ 150,750.00		\$ 150,750.00
Total Fund 215 - Cain Park Budget		\$ 1,803,652.00	\$ 1,803,652.00		\$ 1,803,652.00
That there be appropriated from the <u>REC FACILITY IMPR. FUND, FUND NO. 216</u>					
8301 - Park Maint. Admin					
	O.T.P.S	\$ 223,000.00	\$ 223,000.00		\$ 223,000.00
	Capital	\$ 400,000.00	\$ 400,000.00		\$ 400,000.00
	Total - 8301 Park Maint. Admin	\$ 623,000.00	\$ 623,000.00		\$ 623,000.00
Total Fund 216 - Rec Facility Budget		\$ 623,000.00	\$ 623,000.00		\$ 623,000.00
That there be appropriated from the <u>INDIGENT DUI TREATMENT FUND, FUND NO. 221</u>					
9101 - Municipal Court					
	O.T.P.S	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00
	Total - 9101 - Municipal Court	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00
Total Fund 221 - Indigent DUI Treatment		\$ 60,000.00	\$ 60,000.00		\$ 60,000.00
That there be appropriated from the <u>MUNI COURT - COMPUTERIZATION FUND, FUND NO. 222</u>					
9101 - Municipal Court					
	Personal Services	\$ 9,814.00	\$ 9,814.00		\$ 9,814.00
	O.T.P.S	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
	Capital	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
	Total - 9101 - Municipal Court	\$ 59,814.00	\$ 59,814.00		\$ 59,814.00
Total Fund 222 - Muni Ct - Computerization		\$ 59,814.00	\$ 59,814.00		\$ 59,814.00
That there be appropriated from the <u>MUNI COURT SPECIAL PROJECTS FUND, FUND NO. 225</u>					
9101 - Municipal Court					
	Personal Services	\$ 24,265.00	\$ 24,265.00		\$ 24,265.00
	O.T.P.S	\$ 62,500.00	\$ 62,500.00		\$ 62,500.00
	Capital	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00
	Total - 9101 - Municipal Court	\$ 116,765.00	\$ 116,765.00		\$ 116,765.00
Total Fund 225 - Muni Ct Special Projects		\$ 116,765.00	\$ 116,765.00		\$ 116,765.00
That there be appropriated from the <u>LEAD SAFE CUYAHOGA FUND, FUND NO. 226</u>					
5303 - CDBG Pres Office					
	O.T.P.S	\$ 750,000.00	\$ 750,000.00	\$ 300,000.00	\$ 1,050,000.00
	Total - 5303 CDBG Housing Pres Office	\$ 750,000.00	\$ 750,000.00		\$ 1,050,000.00
5701 - Housing Program Grants					
	Personal Services	\$ -	\$ 52,600.00		\$ 52,600.00
	O.T.P.S	\$ -	\$ 945,300.00		\$ 945,300.00
	Capital	\$ -	\$ 28,100.00		\$ 28,100.00
	Total - 5303 CDBG Housing Pres Office	\$ -	\$ 1,026,000.00		\$ 1,026,000.00
Total Fund 226 - Lead Safe Cuyahoga Budget		\$ 750,000.00	\$ 1,776,000.00	\$ 300,000.00	\$ 2,076,000.00
That there be appropriated from the <u>C.D.B.G. - COVID FUND, FUND NO. 228</u>					
5203- CDBG Admin Contracts					
	O.T.P.S.	\$ 15,954.00	\$ 15,954.00		\$ 15,954.00

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	Total - 5203 Admin Contract	\$ 15,954.00	\$ 15,954.00		\$ 15,954.00
5220 - CDBG Office on Aging			\$ -		\$ -
	O.T.P.S.	\$ 70,639.00	\$ 70,639.00		\$ 70,639.00
	Total - 5220 CDBG Office on Aging	\$ 70,639.00	\$ 70,639.00		\$ 70,639.00
5224- - CDBG Admin					
	O.T.P.S	\$ 33,748.00	\$ 33,748.00		\$ 33,748.00
	Total - 5224 CDBG Admin	\$ 33,748.00	\$ 33,748.00		\$ 33,748.00
5224- - CDBG Public Works					
	Capital	\$ 214,879.00	\$ 214,879.00		\$ 214,879.00
	Total - 5224 CDBG Admin	\$ 214,879.00	\$ 214,879.00		\$ 214,879.00
Total Fund 228 - CDBG Covid Budget		<u>\$ 335,220.00</u>	<u>\$ 335,220.00</u>		<u>\$ 335,220.00</u>
That there be appropriated from the <u>STREET LIGHTING FUND, FUND NO. 230</u>					
3101 - Finance					
	O.T.P.S	\$ 11,000.00	\$ 11,000.00		\$ 11,000.00
	Total - 3101 Finance	\$ 11,000.00	\$ 11,000.00		\$ 11,000.00
6211 - Traffic Signals & Lights					
	O.T.P.S	\$ 850,000.00	\$ 850,000.00		\$ 850,000.00
	Total - 8301 Park Maint. Admin	\$ 850,000.00	\$ 850,000.00		\$ 850,000.00
Total Fund 230 - Street Lighting Budget		<u>\$ 861,000.00</u>	<u>\$ 861,000.00</u>		<u>\$ 861,000.00</u>
That there be appropriated from the <u>TREE FUND, FUND NO. 231</u>					
310Z - Operating Transfers					
	Other Financing Uses	\$ 17,455.00	\$ 17,455.00		\$ 17,455.00
	Total - 8301 Park Maint. Admin	\$ 17,455.00	\$ 17,455.00		\$ 17,455.00
8801 - Forestry					
	Personal Services	\$ 869,613.00	\$ 869,613.00		\$ 869,613.00
	O.T.P.S	\$ 350,558.00	\$ 350,558.00		\$ 350,558.00
	Capital	\$ 219,700.00	\$ 219,700.00		\$ 219,700.00
	Total - 8801 Forestry	\$ 1,439,871.00	\$ 1,439,871.00		\$ 1,439,871.00
Total Fund 231 - Tree Budget		<u>\$ 1,457,326.00</u>	<u>\$ 1,457,326.00</u>		<u>\$ 1,457,326.00</u>
That there be appropriated from the <u>POLICE PENSION FUND, FUND NO. 232</u>					
7201 - Police Pension					
	Personal Services	\$ 281,170.00	\$ 281,170.00		\$ 281,170.00
	Total 7201 - Police Pension	\$ 281,170.00	\$ 281,170.00		\$ 281,170.00
Total Fund 232 - Police Pension Budget		<u>\$ 281,170.00</u>	<u>\$ 281,170.00</u>		<u>\$ 281,170.00</u>
That there be appropriated from the <u>FIRE PENSION FUND, FUND NO. 233</u>					
7301 - Fire Pension					
	Personal Services	\$ 282,000.00	\$ 282,000.00		\$ 282,000.00
	Total 7301 - Fire Pension	\$ 282,000.00	\$ 282,000.00		\$ 282,000.00
Total Fund 232 - Fire Pension Budget		<u>\$ 282,000.00</u>	<u>\$ 282,000.00</u>		<u>\$ 282,000.00</u>
That there be appropriated from the <u>EARNED BENEFITS FUND, FUND NO. 234</u>					
2108 - General Operations					
	Personal Services	\$ 400,000.00	\$ 400,000.00		\$ 400,000.00
	Total 7301 - Fire Pension	\$ 400,000.00	\$ 400,000.00		\$ 400,000.00
Total Fund 234 - Earned Benefits Budget		<u>\$ 400,000.00</u>	<u>\$ 400,000.00</u>		<u>\$ 400,000.00</u>
That there be appropriated from the <u>FEDERAL MISCELLANEUOS GRANT FUND, FUND NO. 240</u>					
5101 - Planning					
	O.T.P.S.	\$ 200,000.00	\$ 200,000.00		\$ 200,000.00
	Total - 5101 Planning	\$ 200,000.00	\$ 200,000.00		\$ 200,000.00
7201 - Police					
	Personnel	\$ 43,216.00	\$ 43,216.00		\$ 43,216.00
	Total - 7201 Police	\$ 43,216.00	\$ 43,216.00		\$ 43,216.00
Total Fund 240 - Fed Misc Grants		<u>\$ 243,216.00</u>	<u>\$ 243,216.00</u>		<u>\$ 243,216.00</u>

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That there be appropriated from the <u>LOCAL FISCAL RECOVERY FUND, FUND NO. 241</u>					
2101 - Mayor's Office	Personal Services		\$ -	\$ 99,923.00	\$ 99,923.00
	Total - 2101 - Mayor's Office	\$ -	\$ -		\$ 99,923.00
2108 - General Operations	O.T.P.S	\$ 15,050,000.00	\$ 10,786,566.00	\$ (10,310,071.00)	\$ 476,495.00
	Total - 2108 - General Operations	\$ 15,050,000.00	\$ 10,786,566.00		\$ 476,495.00
5101- Planning	O.T.P.S			\$ 394,573.00	\$ 394,573.00
	Capital	\$ 1,500,000.00	\$ 1,500,000.00		\$ 1,500,000.00
	Total - 5101 Planning	\$ 1,500,000.00	\$ 1,500,000.00		\$ 1,894,573.00
2201 - Information Technology	Personal Services		\$ -	\$ 72,872.00	\$ 72,872.00
	Total - 2201 Information Technology	\$ -	\$ -		\$ 72,872.00
3101 - Finance Department	Personal Services		\$ -	\$ 100,161.00	\$ 100,161.00
	Total - 3101 Finance Department	\$ -	\$ -		\$ 100,161.00
4101 - Law Department	Personal Services		\$ -	\$ 147,267.00	\$ 147,267.00
	Total - 3101 Finance Department	\$ -	\$ -		\$ 147,267.00
5110 - ARPA Non-Profit	Capital	\$ -	\$ 3,415,309.00	\$ (28,000.00)	\$ 3,387,309.00
	Total - 5110 - ARPA Non-Profit	\$ -	\$ 3,415,309.00		\$ 3,387,309.00
5111 - Home Repair Resources	O.T.P.S	\$ -	\$ -	\$ 400,000.00	\$ 400,000.00
	Total - 5110 Home Repair Resources	\$ -	\$ -		\$ 400,000.00
5113 - Housing Pres Office	O.T.P.S	\$ -	\$ -	\$ 950,000.00	\$ 950,000.00
	Total - 5110 Home Repair Resources	\$ -	\$ -		\$ 950,000.00
5222 - Economic Development	O.T.P.S	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00
	Total - 5110 Home Repair Resources	\$ -	\$ -		\$ 300,000.00
6205 - Sewer Maint	Personal Services			\$ 227,489.00	\$ 227,489.00
	Capital	\$ 13,014,645.00	\$ 13,014,645.00	\$ (119,147.00)	\$ 12,895,498.00
	Total - 6205 Sewer Maint	\$ 13,014,645.00	\$ 13,014,645.00		\$ 13,122,987.00
6210 - Parking Department	Capital	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 1,000,000.00
	Total - 6210 Parking Department	\$ -	\$ 500,000.00		\$ 1,000,000.00
7201 - Police Admin	Personal Services			\$ 1,826,261.00	\$ 1,826,261.00
	Capital	\$ -	\$ 97,000.00		\$ 97,000.00
	Total - 7201 Police Admin	\$ -	\$ 97,000.00		\$ 1,923,261.00
7301 - Fire Admin	Personal Services	\$ -	\$ -	\$ 1,326,027.00	\$ 1,326,027.00
	Total - 7301 Fire Admin	\$ -	\$ -		\$ 1,326,027.00
8301 - Park Maintenance	Capital	\$ -	\$ 251,125.00	\$ 1,108,268.00	\$ 1,359,393.00
	Total - 7201 Police Admin	\$ -	\$ 251,125.00		\$ 1,359,393.00
8901 - Cain Park	Capital	\$ -	\$ -	\$ 2,832,800.00	\$ 2,832,800.00
	Total - 8901 Cain Park	\$ -	\$ -		\$ 2,832,800.00
Total Fund 241 - Local Fiscal Recovery Budget		\$ 29,564,645.00	\$ 29,564,645.00	\$ (171,577.00)	\$ 29,393,068.00
That there be appropriated from the <u>NOPEC FUND, FUND NO. 244</u>					
8201 - Public Property	O.T.P.S	\$ -	\$ 3,500.00		\$ 3,500.00
	Capital	\$ 200,000.00	\$ 200,000.00		\$ 200,000.00
	Total - 2108 - General Operations	\$ 200,000.00	\$ 203,500.00		\$ 203,500.00

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Total Fund 244 - NOPEC Budget		\$ 200,000.00	\$ 203,500.00		\$ 203,500.00
That there be appropriated from the CEDAR LEE & MEADOWBROOK TIF FUND, FUND NO. 261					
3101 - Finance	O.T.P.S.	\$ -	\$ -		\$ -
	Total - 3101 Finance	\$ -	\$ -		\$ -
Total Fund 261 - Cedar Lee & Meadowbrook TIF Budget		\$ -	\$ -		\$ -
That there be appropriated from the G.O. BOND RETIREMENT FUND, FUND NO. 301					
3101 - Finance	O.T.P.S.	\$ 1,256,425.00	\$ 1,256,425.00		\$ 1,256,425.00
	Total - 3101 Finance	\$ 1,256,425.00	\$ 1,256,425.00		\$ 1,256,425.00
Total Fund 301 - GO Bond Retirement Budget		\$ 1,256,425.00	\$ 1,256,425.00		\$ 1,256,425.00
That there be appropriated from the FINANCED CAPITAL PROJECTS FUND, FUND NO. 402					
1101 - Council	Capital	\$ 10,500.00	\$ 10,500.00		\$ 10,500.00
	Total - 1101 Mayor	\$ 10,500.00	\$ 10,500.00		\$ 10,500.00
2101 - Mayor	Capital	\$ 575,000.00	\$ 575,000.00		\$ 575,000.00
	Total - 1101 Mayor	\$ 575,000.00	\$ 575,000.00		\$ 575,000.00
2201 - Management Info Serv.	Capital	\$ 302,000.00	\$ 302,000.00		\$ 302,000.00
	Total - 2201 Management Info Services	\$ 302,000.00	\$ 302,000.00		\$ 302,000.00
5101 - Planning	Capital	\$ 314,000.00	\$ 314,000.00		\$ 314,000.00
	Total 5101 Planning	\$ 314,000.00	\$ 314,000.00		\$ 314,000.00
6201 - DPW	Capital	\$ 500,000.00	\$ 500,000.00		\$ 500,000.00
	Total - 6201 DPW	\$ 500,000.00	\$ 500,000.00		\$ 500,000.00
6203 - Refuse Collection	Capital	\$ 230,000.00	\$ 230,000.00		\$ 230,000.00
	Total 6203 Refuse Collection	\$ 230,000.00	\$ 230,000.00		\$ 230,000.00
6207 - Vehicle Maint	O.T.P.S	\$ 230,000.00	\$ 230,000.00		\$ 230,000.00
	Total 6207 Vehicle Maint	\$ 230,000.00	\$ 230,000.00		\$ 230,000.00
6208 - Street Maint	Capital	\$ 875,000.00	\$ 875,000.00		\$ 875,000.00
	Total 6207 Street Maint	\$ 875,000.00	\$ 875,000.00		\$ 875,000.00
7201 - Police Admin	Capital	\$ 1,154,155.00	\$ 1,331,565.00		\$ 1,331,565.00
	Total 7201 Police Admin	\$ 1,154,155.00	\$ 1,331,565.00		\$ 1,331,565.00
7301 - Fire Admin	Capital	\$ 1,190,000.00	\$ 1,190,000.00		\$ 1,190,000.00
	Total 7301 Fire Admin	\$ 1,190,000.00	\$ 1,190,000.00		\$ 1,190,000.00
8201 - Public Property	Capital	\$ 330,000.00	\$ 330,000.00		\$ 330,000.00
	Total - 8201 Public Property	\$ 330,000.00	\$ 330,000.00		\$ 330,000.00
Total Fund 402 - Finance Capital Projects Budget		\$ 5,710,655.00	\$ 5,888,065.00		\$ 5,888,065.00
That there be appropriated from the ECONOMIC DEVELOPMENT FUND, FUND NO. 411					
5101 - Planning	O.T.P.S.	\$ 172,000.00	\$ 172,000.00		\$ 172,000.00
	Capital	\$ -	\$ -		\$ -
	Total - 5101 Planning	\$ 172,000.00	\$ 172,000.00		\$ 172,000.00
Total Fund 411 - Economic Development Budget		\$ 172,000.00	\$ 172,000.00		\$ 172,000.00
That there be appropriated from the CITY HALL MAINT. & REPAIR FUND, FUND NO. 412					
2102 - City Hall Maint Repair	O.T.P.S.	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
	Total - 2102 City Hall Maint	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00

ORDINANCE NO. 218-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #218-2024	Budget Amended
Total Fund 412 - City Hall Maint & Repair Budget		\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
That there be appropriated from the <u>REFUSE CAPITAL FUND, FUND NO. 416</u>					
6203 - Refuse Collect					
	Capital	\$ 2,145,000.00	\$ 2,145,000.00		\$ 2,145,000.00
	Total - 6203 Refuse Collect	\$ 2,145,000.00	\$ 2,145,000.00		\$ 2,145,000.00
Total Fund 416 - Refuse Capital Budget		\$ 2,145,000.00	\$ 2,145,000.00		\$ 2,145,000.00
That there be appropriated from the <u>WATER ADMINISTRATION FUND, FUND NO. 601</u>					
6301 - Water Admin					
	O.T.P.S.	\$ 500.00	\$ 500.00		\$ 500.00
	Total - 6301 - Water Admin	\$ 500.00	\$ 500.00		\$ 500.00
6302 - Water Distribution					
	O.T.P.S.	\$ -	\$ -		\$ -
	Capital	\$ 1,252,000.00	\$ 1,252,000.00		\$ 1,252,000.00
	Total - 6302 - Water Distrib	\$ 1,252,000.00	\$ 1,252,000.00		\$ 1,252,000.00
6314 - Runnymede					
	O.T.P.S.	\$ 20,207.00	\$ 20,207.00		\$ 20,207.00
	Total - 6314 - Runnmede	\$ 20,207.00	\$ 20,207.00		\$ 20,207.00
6326 - Cedar Water					
	O.T.P.S.	\$ -	\$ -		\$ -
	Total - 6326 Cedar Water	\$ -	\$ -		\$ -
Total Fund 601 - Water Administration Budget		\$ 1,272,707.00	\$ 1,272,707.00		\$ 1,272,707.00
That there be appropriated from the <u>SEWERAGE FUND, FUND NO. 602</u>					
6205 - Sewer Maint					
	Personal Services	\$ 1,549,405.00	\$ 1,549,405.00		\$ 1,549,405.00
	O.T.P.S.	\$ 772,300.00	\$ 772,300.00		\$ 772,300.00
	Capital	\$ 3,711,725.00	\$ 3,711,725.00		\$ 3,711,725.00
	Other Financing Sources	\$ 12,000.00	\$ 12,000.00		\$ 12,000.00
	Total - 6205 - Sewer Maint	\$ 6,045,430.00	\$ 6,045,430.00		\$ 6,045,430.00
6265 - Sewer Maitnenace Loan					
	Capital	\$ -	\$ 2,758,506.00		\$ 2,758,506.00
	Total - 6265 - Sewer Maintenance Loan	\$ -	\$ 2,758,506.00		\$ 2,758,506.00
6301 - Water Admin					
	O.T.P.S.	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00
	Total - 6301 - Water Admin	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00
6326 - Cedar Water					
	O.T.P.S.	\$ 4,267.00	\$ 4,267.00		\$ 4,267.00
	Total - 6326 Cedar Water	\$ 4,267.00	\$ 4,267.00		\$ 4,267.00
Total Fund 602 - Sewer Budget		\$ 6,057,697.00	\$ 8,816,203.00	\$ -	\$ 8,816,203.00
That there be appropriated from the <u>PARKING FUND, FUND NO. 603</u>					
6210 - Parking Dept					
	O.T.P.S.	\$ 823,900.00	\$ 823,900.00		\$ 823,900.00
	Non-Government	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
	Total - 6210 Parking Dept	\$ 825,900.00	\$ 825,900.00		\$ 825,900.00
Total Fund 603 - Parking Budget		\$ 825,900.00	\$ 825,900.00		\$ 825,900.00
That there be appropriated from the <u>REFUSE FUND, FUND NO. 605</u>					
6203 - Refuse Collect					
	Personal Services	\$ 2,863,526.00	\$ 2,863,526.00		\$ 2,863,526.00
	O.T.P.S.	\$ 1,311,974.00	\$ 1,311,974.00		\$ 1,311,974.00
	Capital	\$ 33,000.00	\$ 33,000.00		\$ 33,000.00
	Total - 6203 Refuse Collect	\$ 4,208,500.00	\$ 4,208,500.00		\$ 4,208,500.00
Total Fund 605 - Refuse Budget		\$ 4,208,500.00	\$ 4,208,500.00		\$ 4,208,500.00
That there be appropriated from the <u>ALS AMBULANCE SERVICES FUND, FUND NO. 606</u>					
7304 - Ambulance Services					
	Personal Services	\$ 536,696.00	\$ 536,696.00		\$ 536,696.00
	O.T.P.S.	\$ 397,350.00	\$ 420,028.00		\$ 420,028.00

ORDINANCE NO. 218-2024
AN ORDINANCE AMENDING APPROPRIATIONS FOR THE
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE
CITY OF CLEVELAND HEIGHTS, OHIO
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

Department	Object	Original Budget ORD#198-2023	June's Budget Adjustment Ord. #97-2024	November's Budget Adjustment ORD #	Budget Amended
	Capital	\$ 270,791.00	\$ 288,127.00		\$ 288,127.00
	Total - 7304 Ambulance Services	\$ 1,204,837.00	\$ 1,244,851.00		\$ 1,244,851.00
Total Fund 606 - ALS Ambulance Services Budget		\$ 1,204,837.00	\$ 1,244,851.00		\$ 1,244,851.00
That there be appropriated from the <u>HOSPITALIZATION SELF-INS FUND, FUND NO. 701</u>					
3101 - Finance					
	Personal Services	\$ 7,548,162.00	\$ 7,548,162.00		\$ 7,548,162.00
	Total - 3101 Finance	\$ 7,548,162.00	\$ 7,548,162.00		\$ 7,548,162.00
Total Fund 701 Hospitalization Budget		\$ 7,548,162.00	\$ 7,548,162.00		\$ 7,548,162.00
That there be appropriated from the <u>OFFICE ON AGING FUND, FUND NO. 804</u>					
8501 - Off On Aging Admin					
	O.T.P.S.	\$ 1,750.00	\$ 1,750.00		\$ 1,750.00
	Total - 8501 - Off On Agin Admin	\$ 1,750.00	\$ 1,750.00		\$ 1,750.00
Total Fund 804 Office on Aging Budget		\$ 1,750.00	\$ 1,750.00		\$ 1,750.00
That there be appropriated from the <u>YOUTH RECREATION FUND, FUND NO. 808</u>					
8101 - Community Services Admin					
	Other Financing Uses	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00
	Total - 89101 Community Services Admi	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00
Total Fund 808 Youth RecreationsBudget		\$ 40,000.00	\$ 40,000.00		\$ 40,000.00
That there be appropriated from the <u>JUVENILE DIVERSION PROG FUND, FUND NO. 811</u>					
7209 - Junenile Diversion					
	O.T.P.S.	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
	Total - 7209 Juvenile Diversion	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
Total Fund 811 Juvenile Diversion		\$ 5,000.00	\$ 5,000.00		\$ 5,000.00
That there be appropriated from the <u>FLEXIBLE SPENDING , FUND NO. 850</u>					
3101 - Finance					
	Other Financing Uses	\$ 110,000.00	\$ 110,000.00		\$ 110,000.00
	Total - 3101 Finance	\$ 110,000.00	\$ 110,000.00		\$ 110,000.00
Total Fund 850 Flexible Spending		\$ 110,000.00	\$ 110,000.00		\$ 110,000.00
That there be appropriated from the <u>SALES TAX FUND, FUND NO. 857</u>					
3101 - Finance					
	Other Financing Uses	\$ 50.00	\$ 50.00		\$ 50.00
	Total - 3101 Finance	\$ 50.00	\$ 50.00		\$ 50.00
Total Fund 857 Sales Tax Budget		\$ 50.00	\$ 50.00		\$ 50.00
That there be appropriated from the <u>MISCELLANEOUS AGENCY FUND, FUND NO. 858</u>					
3105 - Unclaimed Money`					
	Other Financing Uses	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
	Total - 3105 Unclaimed Money	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
7201 - Police Admin					
	O.T.P.S.	\$ 40,000.00	\$ 207,116.00		\$ 207,116.00
	Total - 7201 Police Admin	\$ 40,000.00	\$ 207,116.00		\$ 207,116.00
7401 - Building Services					
	Other Financing Uses	\$ 45,600.00	\$ 45,600.00		\$ 45,600.00
	Total - 7401 Building Services	\$ 45,600.00	\$ 45,600.00		\$ 45,600.00
Total Fund 858 Misc. Agency Budget		\$ 100,600.00	\$ 267,716.00		\$ 267,716.00
Total 2024 Budget		\$ 133,488,388.00	\$ 137,847,916.00	\$ 328,423.00	\$ 138,176,339.00

2024 Budget Adjustments
Ordinance #218-2024
Cash Supplement and Inter-Departmental Transfers

Fund #	Fund Description	2024 Budget Adjustment	Fund	Department	Ordinance Description	2024 Budget Adjustment	Budget Adjustment Notes
101	Gernal Fund	\$ 200,000.00	101	5101 - Planning Department	O.T.P.S	200,000.00	ARPA Lead Clearance Rebate not eligible under State or Federal
	Budget Adjustment Total	<u>\$ 200,000.00</u>			Budget Adjustment Total	<u>\$ 200,000.00</u>	
226	Lead Safe Cuyahoga Fund	\$ 300,000.00	226	5303 - CDBG Pres Office	O.T.P.S	300,000.00	CDBG Budget Adjustment
	Budget Adjustment Total	<u>\$ 300,000.00</u>			Budget Adjustment Total	<u>\$ 300,000.00</u>	
241	Local Fiscal Rocvery	\$ (171,578.00)	241	2101 - Mayor	Personal Services	99,923.00	Revenue Replacement Salaries
			241	2108 - Non Governmental	O.T.P.S	(10,310,071.00)	Bricker & Grayson, ADA Improvements and 2024 Budget Placeholder
			241	2201 - Information Technology	Personal Services	72,872.00	Revenue Replacement Salaries
			241	3101 - Finance	Personal Services	100,161.00	Revenue Replacement Salaries
			241	4101 - Law	Personal Services	147,267.00	Revenue Replacement Salaries
			241	5101 - Planning	O.T.P.S	394,572.00	Noble Road Market Study, Taylor Road Traffic Stud and Noble & Taylor Road Streetscpe, and Compton Road Proiects
			241	5110 - ARPA Non Profit	O.T.P.S	(28,000.00)	Non-Profit Budget Adjustment
			241	5111 - Home Repair Resource	O.T.P.S	400,000.00	Down Payment Assistanc Cotract 1 and Emergency/Violation Repairs #1
			241	5113 - Housing Pres Office	O.T.P.S	950,000.00	Clearance Testing, Healthy Homes, Home Repairs, and Driveways, Sidewalks, and Pathways
			241	5222 - Economic Development	O.T.P.S	300,000.00	3rd Party Business Assistance
			241	6205 - Sewer Maint	Personal Services	227,489.00	Revenue Replacement Salaries
			241	6205 - Sewer Maintenance	Capital	(119,147.00)	Sewer Decree Correction
			241	6210 - Parking	Capital	500,000.00	Coventry Garage
			241	7201 - Police Admin	Personal Services	1,826,261.00	Revenue Replacement Salaries
			241	7301 - Fire Admin	Personal Services	1,326,027.00	Revenue Replacement Salaries
			241	8301 - Parks Maintenance	Capital	1,108,268.00	Dennison Park Improvement
			241	8901 - Cain Park	Capital	2,832,800.00	Cain Park Roof, Seating, Dressing Rooms
	Budget Adjustment Total	<u>\$ (171,578.00)</u>			Budget Adjustment Total	<u>\$ (171,578.00)</u>	
	Grand Total Budget Adjustment	<u>\$ 328,422.00</u>			Grand Total Budget Adjustment	<u>\$ 328,422.00</u>	

Proposed: 11/18/2024

RESOLUTION NO. 219-2024(CRR), *First Reading As Amended 11.18.2024*

By Mayor Seren

A Resolution authorizing the Mayor to enter into an agreement with Frank Novak & Sons to furnish the labor, material, and equipment to perform the sandblasting, painting, and related services to repair the Cumberland pool; and declaring the necessity that this legislation be effective immediately as an emergency measure.

WHEREAS, the concrete surfaces and caulking of Cumberland Pool require repair, sealing, and caulking to remedy water leakage in order for the pool to open for the 2025 season;

WHEREAS, Section 9.48 of the Ohio Revised Code authorizes political subdivisions to participate in cooperative purchasing programs without obtaining competitive bids; and

WHEREAS, C.O. 171.12 authorizes the Mayor into cooperative purchase agreements approved by the National Joint Powers Alliance, now known as "Sourcewell" in satisfaction of competitive bidding requirements

WHEREAS, time is of the essence with respect to contracting for this improvement due to the seasonal nature of the work.

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

SECTION 1. The Mayor is hereby authorized to take all actions and execute any documents necessary for the City to execute an agreement with Frank Novak & Sons Companies for the repairs described herein, substantially in accordance with their proposal (Sourcewell Solicitation No. 091323) attached hereto as Exhibit "A" and on file with the Clerk of Council, for an amount not to exceed One Hundred Ninety-Seven Thousand, Eight Hundred Sixty-One Dollars and 00/100 (\$197,861.00). Requirements for competitive bidding or other requirements under Chapter 171 of the Cleveland Heights Codified Ordinances are waived to the extent inconsistent herewith. All contracts hereunder shall be in a form approved by the Director of Law.

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

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

RESOLUTION NO. 219-2024(CRR)

newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 4. It is necessary that this Resolution become immediately effective as an emergency measure necessary for the preservation of public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to complete all work while weather permits and prior to the commencement of the 2025 pool season.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Frank Novak & Sons Companies

23940 MILES ROAD • CLEVELAND, OHIO 44128

216.475.5440 • FAX 216.475.2802

SBE / FBE Certified

100% FBE Certified

100% SBE Certified

100% CSB Certified

100% RSB Certified

100% LPE Certified

SINCE 1912

Hilton Hotel at Conv Cntr
Rock & Roll Hall of Fame
Cleveland Browns Stadium
Cleveland Museum of Art
Cleveland Medical Mart
Great Lakes Science Museum
Cleveland State University
American Greetings
Kent State University
Hotel Breakers
Hillcrest Hospital
Richland County Jail
Case Western Res University
Stow Municipal Courthouse
Crocker Park
Medical Mutual
Parkside Church
Western Res Hist Society
South Franklin Circle
Southpark Mall
Key Bank
Robinson Memorial Hosp
Cuyahoga Comm College
Cleveland Institute of Art
Oberlin College
Marymount Hospital
Temple Tifereth Israel
Lorain City Comm College
Lutheran Hospital
East Ohio Building
Progressive Insurance
College of Wooster
Cleveland Medical Mart
Queen City Tower
Firelands Regional Med Cntr
Baldwin Wallace University
Akron Children's Hosp
Warwick Airport
Hiram College
Lakewood Public Library
Progressive Field
UH MacDonald Hosp
US Federal Courthouse
John Carroll University
Fairmont Creamery
Southwest General Hosp
Smithsonian Institute
Tri Point Med Center
Flats East Bank
Cleveland Public Schools
Lakewood Schools
Mitchell's Ice Cream
St. Augustine Manor
Music Box Supper Club
Lakeland Comm College
Baltimore BWI Airport
United States Inst of Peace
John Hancock Observatory
Ohio State University
Apple Computer
San Francisco MOMA
Metro Health Systems
Legacy Village Garage
Kenyon College
CMHA Housing
Maltz Museum
Northcoast Behavioral
UH Customer Service
Healthspan
Lakeland Comm Colle
Fuchs Mizrahi Schoo
Regional Transit Authority
Beachwood Schools
W. 25th Loft Apts.
Wynham Hotel
Ritz Carlton Hotel
Cleveland Hopkins Airport
Upper Chester Apts.
Dick's Sporting Goods
Cleveland Fire Stations
SUMMA Health System
Flats East Bank

October 22, 2024

Attn: Jonathan Wilhelm

Re: PROPOSAL: Cumberland Pool Sandblast/Paint

Mr. Wilhelm,

We would like to submit our proposal to furnish the labor, material and equipment to perform the painting on the above referenced project as per site visit, using the below general outline scope of work.

OUTLINE SCOPE OF WORK

1. Completely cover and protect all adjacent surfaces to where the work is being performed
2. Media blast coated concrete surfaces to remove loose and flaking paint;
3. Clean, remove, and dispose of all waste generated as C&D **assumed non-Lead containing**;
4. Completely power wash entire pool surfaces that are to be coated, with cleaning solution;
5. Apply two (2) coats of Ramuc High Build Epoxy Pool Paint;
6. Lay-out and paint all lane marking stripes, and wall markings;
7. Remove and re-caulk where gutter meets pool, and perimeter of pool;
8. All of the above work shall be performed during normal working hours;

All of the above work shall be performed for the lump sum of:

\$ 197,861.00

QUALIFICATIONS

1. We require temperatures above 40 degrees, and 0% chance of rain;
2. We are not responsible for scarring that may occur during blasting process;
3. This procedure is not a 100% coating removal, this is for the purposes of removing loose and flaking paint;
4. Allow 10 days of dry and cure time after painting is complete, to refill pool;
5. This is a **very loud** process and occupants are advised to avoid the area for safety;

We hope you find this quotation satisfactory, and look forward to the opportunity of serving you.

Sincerely yours,
Frank Novak & Sons, Inc.

Tom Filippou Estimator/Project Manager

Bradley A. Pinchot/Vice President



Solicitation Number: 091323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sherwin-Williams Company, 101 W. Prospect Avenue, Cleveland, OH 44115 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Paint with Related Supplies, Equipment, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

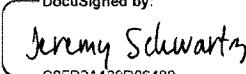
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

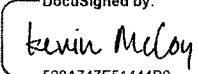
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

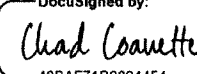
Sourcewell

The Sherwin-Williams Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/30/2023 | 3:45 PM CDT

DocuSigned by:

By: 528A747F51444B0...
Kevin McCoy
Title: National Sales Manager-SLED
Date: 11/1/2023 | 12:32 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 11/1/2023 | 12:43 PM CDT

RFP 091323 - Paint with Related Supplies, Equipment, and Services

Vendor Details

Company Name: The Sherwin-Williams Company
Address: 101 Prospect Avenue NW
1710 MIDLAND
Cleveland, Ohio 44115
Contact: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Phone: 216-216-5422
Fax: 216-566-1909
HST#: 34-0526850

Submission Details

Created On: Tuesday July 25, 2023 07:18:56
Submitted On: Tuesday September 12, 2023 12:33:32
Submitted By: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Transaction #: 43adbefa-a8c5-4a64-948c-7b7671f028a2
Submitter's IP Address: 136.226.50.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sherwin-Williams Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - The Sherwin-Williams Company is not including any DBA's with this proposal, therefore Line 3 is not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 54636
5	Proposer Physical Address:	101 W Prospect Avenue Cleveland, OH 44115
6	Proposer website address (or addresses):	https://www.sherwin-williams.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kevin McCoy National Sales Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin McCoy National Sales Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beniam Tirfe Strategic Account Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 beniam.tirfe@sherwin.com 240-350-7862

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Sherwin-Williams Company was founded in Cleveland, Ohio in June of 1865 by Henry Sherwin and Edward Williams, with incorporation taking place in 1866. Under their direction, The Sherwin-Williams Company was the first to develop ready-mixed paint in 1880. Before the invention of this type of paint, consumers would have to buy the ingredients of paint separately and mix the paint themselves. The demands for ready-mixed paint led to explosive company growth throughout the Northeast and Midwestern United States. The company also began to purchase smaller manufacturers and, by the early twentieth century was operating in all fifty states. The Sherwin-William Company is anchored by 7 core values: 1. Integrity - shines through in our products, our business practices, and our relationships. We pride ourselves on keeping our promises to one another, to our customers and to our shareholders. 2. People - are our foundation, which is why we are committed to providing safe and healthy work environments, and opportunities to learn, grow, and be recognized for our many achievements.

3. Service - that is exemplary, personal, and professional, accompanied by the strongest product knowledge and supply chain in our industry, provides our customers with confidence in our products and coatings solutions.
4. Quality - is a consistent element of our products and our work. With a strong commitment to continuous improvement, we challenge ourselves to set the industry standard for excellence in colors, products and coatings that preserve, protect, and beautify.
5. Growth - is essential to our business. "To grow in knowledge and character as well as in size" was an early guiding principle. We are committed to growth that is disciplined and sustainable, intended to benefit our shareholders, customers, and our employees.
6. Innovation - ensures that our customers will be the first to benefit from pioneering advancements in our products, coatings, and their applications. Innovation is encouraged through challenging assumptions and by leveraging our collective ingenuity and imagination for new ideas and inspiration.
7. Performance - that achieves desired results and that sets an example for others is encouraged, recognized, and rewarded. We set high expectations for – and take the time to measure and reward – our achievements.

The Sherwin-Williams Company has continued to expand both organically, by opening 30 to 50 new US stores a year, and by acquisition, with the purchases of DURON Paints and Wallcovering (2005), M A Bruder (2006), Columbia Paints (2007), the US and Canadian operations of COMEX (2014) and VALSPAR (2017) as well as various overseas companies in the past fifteen years. The Sherwin-Williams Company became the largest paint manufacturer in the world, after finalizing its acquisition of The Valspar Corporation dated June 1, 2017. These strategic expansions, both organically and through acquisitions, have allowed The Sherwin-Williams Company to strengthen their position in the coatings market with clients being able to access material quicker than our competitors.

The Sherwin-Williams Company operates through four divisions:

1. Performance Coatings Group - Coil Coating, Automotive Coatings, Protective and Marine Coatings, or any non-architectural coatings
2. The Consumer Brands Group - Makers and distributors of such brands as Minwax, Thompson's Water Seal, Krylon and Purdy Paint brushes
3. Global Supply Chain – Responsible for all manufacturing. Distribution, raw material sourcing, planning
4. *The Paint Stores Group – Owns and operates the more than 5,000 store fronts in the United States as well as additional stores in Canada, the Caribbean and Latin America.

*= division that will be utilized for this contract

Recent Top Honors and Prestigious Awards for The Sherwin-Williams Company:

- Newsweek®: America's Most Responsible Companies 2022 and 2021
- Fortune 500 Company Rankings
- LinkedIn: Top 25 Company in Cleveland-Akron-Canton
- Wall Street Journal: 250 Best Managed Companies of 2021
- ICIS: Company of the Year
- KPMG: U.S. Customer Experience Top 100
- Transport Topics: 100 Largest Private Carriers in North America – 2019 and 2020
- Steward
- Investor's Business Daily: Best ESG (Environmental, Social and Governance) Companies 2021
- Fast Company: Fast Company's World Changing Ideas – Corporate Social Responsibility 2020
- Fast Company: Fast Company's World Changing Ideas – Consumer Products 2020

Building our Future Project:

Over the course of our more than 157-year history, The Sherwin-Williams Company has grown from a small enterprise on the Cuyahoga River to a global leader of high-performance paints and coatings made of more than 60,000 dedicated employees providing innovative solutions to our customers. Driven by our continued need to serve our customers at the highest level and retain and attract top talent, The Sherwin-Williams Company is creating a next-generation workplace environment that ignites creativity, collaboration, and industry-leading innovation. The Building Our Future project consists of a new global headquarters located in downtown Cleveland and a Research and Development Center located in Brecksville, Ohio.

Sustainability -

The Sherwin-Williams Company believes in being good stewards of the environment requires a comprehensive approach and are continuing the theme of "Building on the Good" to achieve the company's sustainability goals. The attached sustainability report highlights The Sherwin-Williams Company's approach

11	What are your company's expectations in the event of an award?	The Sherwin-Williams Company's expectations for this contract, if awarded are simple. We want to GROW together and keep it COLLABORATIVE. The Sherwin-Williams Company owns and operates more than 5,000 stores nationwide, coupled with 2,500 sales representatives nationwide. With this reach, The Sherwin-Williams Company would expect engagement from Sourcewell either through trainings, seminars, or possibly a quarterly recap of the market with trends. The Sherwin-Williams Company understands this might not be possible all the time, but highlighting 10 target markets to aggressively go after, could be a great starting point and set some expectations. The Sherwin-Williams Company would also expect Sourcewell to go after States to utilize the Contract in lieu of building out their own RFP/Paint Supplies contract. A few states have adopted the Contract in the past and it has worked out tremendously well for all involved parties.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Sherwin-Williams Company publicly traded on the New York Stock Exchange (ticker symbol: SHW). As of the end of 2022: - The Sherwin-Williams Company had total revenues of \$22.1B dollars - 60,000+ employees worldwide - Operate in 120+ countries - 5,000+ company owned and operated stores - 2,500+ dedicated sales representatives - 136 manufacturing and distribution facilities All additional information related to annual reports, 10-k, 6-k, etc. can be found at the below link: https://investors.sherwin-williams.com/investor-home/default.aspx
13	What is your US market share for the solutions that you are proposing?	The Sherwin-Williams Company is the largest paint manufacturer and distributor within the United States, owning and operating more than 5,000 stores (in all 50 states). Current SLED market share through direct contracts is approaching \$100mm in sales annually or roughly 50-60% market share.
14	What is your Canadian market share for the solutions that you are proposing?	The Sherwin-Williams Company currently operates more than 230 stores Canada-wide with expectations to open 10-20 in the next 5 years and sales within the SLED Market at around \$500,000.00. The Sherwin-Williams Company is one of three top paint manufacturers within Canada (not sure who holds each position). The Sherwin-Williams Company can't quantify actual market share.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b.) The Sherwin-Williams Company is vertically integrated and owns and operates all its stores throughout the United States. The Sherwin-Williams Company manufactures, distributes, and sells all its branded products exclusively through more than 5,000+ stores in the United States, Canada, and the Caribbean. The Sherwin-Williams Company will not be utilizing any third party or dealer network to deliver any material to participating members. All Sourcewell members will be interacting with employees of The Sherwin-Williams Company, ONLY. This allows The Sherwin-Williams Company to maintain the highest level of customer satisfaction and owning the entire process from sale to application.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Sherwin-Williams Company does maintain all licenses and certifications pursuant to laws in all 50 states, however we cannot list them all on this RFP response, as I believe we are limited to 30,000 characters. Supplemental information is below: The Sherwin-Williams Company has over 200 GPS-2 designations offered by the Master Painter's Institute (MPI). GPS-2 is the most extreme green designation currently offered by the MPI and is an indication of the seriousness with which The Sherwin-Williams Company seeks to develop environmentally responsible products http://www.specifygreen.com/APL/searchGPS.asp?txtSearch=sherwin&btnSearch.x=0&btnSearch.y=0 Additionally, a search of GreenGuard approved products will show 83 product lines have been Gold certified https://www.sherwin-williams.com/painting-contractors/specifications/sustainability All factories operated by The Sherwin-Williams Company are ISO 9001:2015 certified for the following scope of certification: The Design, Manufacture, Packaging and Distribution of Paints, Coatings, Powder, Dispersions, Applicators, Polymers, and Chemicals, and the Distribution of Allied Products. ISO 9001 document is attached
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There has not been any history of suspension or debarment for The Sherwin-Williams Company

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Product Blueprint: - EcoVadis™: Silver Sustainability Rating – European division - Fill it Forward: Top 25 Changemakers of 2022 - Global Good Awards: Best Product of the Year, Joint Silver – valPure® V70 - Pipeline & Gas Journal® Awards: Finalist, Best Corrosion Technology – PipeClad® 2060 - SEAL Awards®: Sustainable Innovation Award – valPure® V70 Governance and Ethics: British Coatings Federation: Customer Service Award, Consumer Brands Group MSCI®: ESG Rating 'A' Newsweek®: America's Most Responsible Companies 2022 The Wall Street Journal®: Best Managed Companies 2022 Transport Topics®: 100 Largest Private Carriers in North America Social Imprint Forbes®: America's Best Employers for Women Forbes®: America's Best Employers for New Graduates Forbes®: America's Best-In-State Employers Forbes®: America's Best Large Employers Forbes®: Global 2000 Forbes®: World's Best Employers Forbes®: World's Top Female-Friendly Companies Human Rights Campaign®: Best Places to Work for LGBTQ+ Equality 2022 The American Opportunity Index: Top 50 Overall The Cleveland Plain Dealer®: Northeast Ohio Top Workplaces
20	What percentage of your sales are to the governmental sector in the past three years	Approximate percentage = 4%
21	What percentage of your sales are to the education sector in the past three years	Approximate percentage = 5%

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	AGENCY	3 YR
		SALES SNAPSHOT	
		STATE OF WEST VIRGINIA	\$4,263,857.00
		STATE OF VIRGINIA	\$225,284.00
		STATE OF VERMONT	\$671,790.00
		STATE OF UTAH	\$164,861.00
		STATE OF TEXAS	\$21,833,054.00
		STATE OF TENNESSEE	\$1,032,170.00
		STATE OF SOUTH DAKOTA	\$732,313.00
		STATE OF RHODE ISLAND	\$1,404,369.00
		STATE OF PENNSYLVANIA	\$3,015,698.00
		STATE OF OKLAHOMA	\$478,809.00
		STATE OF OHIO	\$6,730,978.00
		STATE OF NEW MEXICO	\$733,649.00
		STATE OF MISSOURI	\$1,045,052.00
		STATE OF MARYLAND	\$1,261,164.00
		STATE OF MAINE	\$1,100,739.00
		STATE OF KENTUCKY	\$866,210.00
		STATE OF IOWA-SOURCEWELL	\$935,372.00
		STATE OF INDIANA	\$987,448.00
		STATE OF ILLINOIS	\$1,041,123.00
		STATE OF IDAHO	\$1,248,811.00
		STATE OF GEORGIA	\$7,103,303.00
		STATE OF DELAWARE	\$1,746,237.00
		STATE OF ARKANSAS	\$2,612,465.00
		SOURCEWELL-USA	\$3,309,665.00
		PENNSYLVANIA COSTARS MRO 8	\$1,587,908.00
		NATIONAL PURCHASING PARTNERS	\$1,887,242.00
		NORTH CAROLINA STATE CONTRACT	\$11,836,380.00
		NATL COOP PURCH ALLIANCE-NCPA	\$1,905,504.00
		MHEC MA HIGHER EDU CONSORTIUM	\$201,086.00
		IPHEC SOURCEWELL	\$492,960.00
		1GPA-ARIZONA	\$77,416.00
		TOTAL	\$82,532,916.00
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The Sherwin-Williams Company currently holds a GSA Contract under: 47QSHA18D000U	
		Approximate sales through the GSA Contract over the last 3 years is over \$25,000,000.00	

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The State of Georgia	Donnie Treadway	404-463-0824	*
The State of North Carolina	Melinda Tomlinson	984-236-0238	*
The State of Ohio	Terry Spiropoulos	614-644-6764	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
The State of Ohio	Government	Ohio - OH	Statewide Paint Contract	Average transaction is around \$100.00 Ranges varies from \$5.00 to \$5,000.00	\$6,800,000.00
The State of Georgia	Government	Georgia - GA	Statewide Paint Contract	Average transaction is around \$200.00 Ranges varies from \$10.00 to \$5,000.00	\$7,100,000.00
The State of Texas	Government	Texas - TX	Statewide Paint Contract through TXMAS	Average transaction is around \$300.00 Ranges varies from \$20.00 to \$5,000.00	\$18,000,000.00
Hillsborough County Public Schools	Education	Florida - FL	Formal contract for Paint/Paint Supplies	Average transaction is around \$500.00	\$5,995,610.00
The State of Louisiana	Government	Louisiana - LA	Statewide Paint contract (until last year) - Competitor currently holds	Average transaction is around \$100.00 Ranges varies from \$5.00 to \$5,000.00	\$6,986,678.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	The Sherwin-Williams Company has over 5,000 stores and 2,500 sales representatives in the United States. Each account is assigned a sales representative based on geography and serviced from the correlating store location (usually the closest). Both the sales representative assigned to the account and store personnel are available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training, and updating on new rules and regulations. The Sherwin-Williams Company firmly believes that no individual shall be placed in a position within the company without being fully trained in the responsibilities and duties of the job. All store personnel and sales representatives are required to complete a series of 20 START tests in their first 90 days of employment. These tests range from exams on paint chemistry and business management to complaint resolution and customer service. Upon successful completion of the START program, individuals are sent to training at one of four "Sherwin-Williams University" sites. Continuous education courses are also available for store personnel and sales representatives to ensure they are up to speed with the newest products and technologies. The Sherwin-Williams Company internal retention rate is at 95%, which is why these exams/classes are so important for overall career growth. These exams and classes are mandatory for future employment, and one must pass prior to the end of their 90 day probation period

27	Dealer network or other distribution methods.	The Sherwin-Williams Company will utilize its owned and operated stores to fulfill all orders. The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers within the State of Indiana. These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received.
28	Service force.	In addition to our 2,500 sales representatives and over 5,000 store managers and assistant managers, the company has additional staff and service personnel dedicated to managing our sales and distribution force. Our paint stores are divided into division across the country. Each division is comprised of a combination of District Managers, City Managers and District Sales Managers. These individuals are tasked with managing our sales representatives, store managers, assistant managers, full and part time employees. The Sherwin-Williams Company offers site visits by NACE certified representatives for most jobs. NACE certification is among the most respected in the paint industry. The NACE (National Association of Corrosion Engineers) Institute administers certifications on a variety of disciplines, including the industry-leading Coatings Inspector Program or CIP, which is the program followed by Painters USA. While NACE certification includes different levels and specialties, the main focus is the performance and documentation of liquid coatings applied by brush, roller, or spray to steel and other substrates. Primarily for industrial environments, CIP covers cathodic protection; coatings for industries, inspection requirements, and corrosion resistance; and material selection for specific chemical resistance. Painters USA's employees in estimating, field operations, and field applications go through intensive training in order to achieve their coatings inspection certifications. The Sherwin-Williams Company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for fire hydrants, light posts, water tanks and road striping. These trainings can be arranged through your local Sherwin-Williams representative or through the contract manager. The company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for manhole covers, water tanks and road striping. Such classes can be arranged through your local Sherwin-Williams representative.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders that associated with the Contract will be handled by one of the 5,000+ stores that The Sherwin-Williams Company owns and operates. Store location and hours can be found at the below link: https://www.sherwin-williams.com/store-locator In addition to the stores, dedicated sales representatives will be available during working hours and in certain situations, extended hours. The Contract Manager (Kevin McCoy) can be reached at any time.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As mentioned previously, The Sherwin-Williams Company has over 2,500 sales representatives and more than 5,000 stores in the United States. Each account is assigned a representative based on geography. This individual is available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training and updating on new rules and regulations. Each representative has completed a career path that had included stints as a customer service specialist, store assistant manager, and store manager. Once having mastered these skills, the individual is then put through the following training regiment: Overview and Training Materials The Sales Rep Development (SRD) program was designed to provide employees who possess an interest in a possible Sales Rep career path to understand the roles and responsibilities of a career salesman. The program is also designed to provide the district with a pool of qualified candidates to support future sales rep opportunities within the district. The program is divided into three phases: -Phase I - Communicating the program to the field: >During this phase you will send out a communication to the field management level field employees (Store and Assistant Managers) that are possibly interested in a career in outside selling to attend a one-day Sales Rep Development session at the District Office. Also, to support completion of the program, an SRD-Leader's Guide has been developed. -Phase II - One Day training session: >District Leadership will conduct a one-day training session for the employees that expressed an interest in the program. The session focuses on an overview of the roles and responsibilities for a sales rep as well as an in-depth selling skills session. This session should take approximately 6.5 hours to complete. -Phase III - 90 Day Workbook: >The 90 Day Workbook* is designed to provide employees that have expressed an interest in a possible sales rep career path at the end of the training session with additional rep specific opportunities. During this phase District Leadership will work closely with the employee to support their development and understand their ability to complete the functions of the rep role, in addition to their existing duties. Those completing this pre-promotion program then competitively compete for a promotion as positions become available. Once promoted, they are sent to weeklong training at one of The Sherwin-Williams Company's SHW University training centers located at: 11350 Alameda Drive Strongsville, OH 44149 2810 W. Miller Road, Garland, TX 75041 2800 Century Parkway NE, Suite 950 Atlanta, GA 30345 1140 McDermott Drive, Suite 107 West Chester, PA 19380 There, the customer service training continues, paint chemistry and the Sherwin-Williams resources available to aid customers. The sales representative depends heavily on the local store manager and vice versa. It is important to note, each representative and store manager is required to complete an annual new product certification at the beginning of the year. This insures they are not only familiar with new Sherwin-Williams products, but the reasons for the products development, which may be better performance, less environmental impact, or compliance with new regulations. These representatives report to a local sales manager who is available in the event of the representative's absence. This individual has also completed both the store manager and sales representative training as well as additional training in store, human resources, and business management.
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The Sherwin-Williams Company has the ability to service all participating members within the United States through the 5,000+ locations. The Sherwin-Williams Company as mentioned above has the depth of knowledge and network to service any/all multi-state/agency contracts. Additionally, The Sherwin-Williams Company has strict protocols that have been developed over the past 150+ years to successfully service any contract or member need.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The Sherwin-Williams Company currently operates in Canada and is excited about the growth of cooperative purchasing through agencies countrywide. The Sherwin-Williams Company operates close to 230+ stores nationwide and will only continue to grow. The introduction to Canoe last year was great and has been advantageous for all parties.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The Sherwin-Williams Company is a nationwide entity with the agility to react to all needs of agencies nationwide/including Canada, especially in times of need. Therefore, no geographic areas can currently be identified that The Sherwin-Williams Company can't service.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The Sherwin-Williams Company is a nationwide entity with the agility to react to all needs of agencies nationwide/including Canada. Therefore, The Sherwin-Williams Company will be able to service all participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Sherwin-Williams Company is a nationwide entity, able to service all participating entity locations as long as their is a store location present (which there is).	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Sherwin-Williams Company would approach promotion from two sides: External Promotion - Email blast, industry conferences, public sector conferences, as well as trade shows. Internal Promotions - Notify all employees in a target market that the Contract is available, coupled with agency lead list, as well as selling tools. Also, The Sherwin-Williams Company provides training seminars to all sales representatives/stores nationwide.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Sherwin-Williams Company utilizes various outside Data Analytics agencies to help with mining information. This information is then used to help determine key metrics within an area we can access/approach. The Sherwin-Williams Company would promote this contract through the professional social media setting up LinkedIn, with a formal announcement and a "ask us how to use" section. The Sherwin-Williams Company's LinkedIn profile has just surpassed 500,000 followers. The Sherwin-Williams Company is very aware of the sensitivity of information shared online, as well as gathered information. The below link outlines corporate policies as they relate to privacy. https://privacy.sherwin-williams.com/privacy-policy
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sherwin-Williams Company considers Sourcewell as a strategic and important partner in the SLED market. We encourage representatives of Sourcewell to provide training opportunities for The Sherwin-Williams Company in person or virtually. These opportunities will provide The Sherwin-Williams Company team with the knowledge and confidence to speak to participating members about the benefits of the contract. In addition, The Sherwin-Williams Company attends events such NIGP and other statewide conferences which enables promotion of the contract and penetration into markets where Sourcewell does not have a strong presence. Internally, The Sherwin-Williams Company provides comprehensive training and education to District Management and the entire sales teams. This is done in person and virtually across the United States and Canada. The Sherwin-Williams Company also works with its dedicated marketing team(s) to create customized sell sheets (approved by Sourcewell) to distribute to The Sherwin-Williams Company sales team and participating Sourcewell members.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Sherwin-Williams Company offers both an Integrated Punch-out System and a Direct Punch-out System. Orders placed by internet, unless specified for a particular store, are geocoded by delivery location and sent to the nearest store for processing. These orders are sent to the store immediately and the store begins fulfilling the order as soon as it is received from central processing. The e-Catalogs developed by The Sherwin-Williams Company have the following features 1) The ability to search using multiple methods to narrow options to specific needs 2) Sherwin-Williams Pro+ Program allows end-user to view pricing, pay account balances, order online through their account. 3) E-catalogs display contract pricing 4) E-Catalog workflow management controls are under development for The Sherwin-Williams Company catalogs. 5) On-line ordering capabilities are available on "punch-out catalogs" 6) Order status and order tracking capabilities are available 7) Order/account history is available 8) Online help is available during normal business hours 9) Technical Data Sheets, Product Data Sheets and Safety Data Sheets are available on the e-catalog 10) The Sherwin-Williams Company accepts Master Card, Discover, American Express and Visa 11) Web-based catalogs are available. 12) Contract pricing is available on line. 13) Order status tracking is available 14) Order history is available 15) Environmentally preferred products are noted and noted with the certification and third party agency detailing them as EPP. 16) Notations are made as to greener alternatives

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Sherwin-Williams Company offers free training on new products and technologies nationwide. The Sherwin-Williams Company also conducts public training on application techniques at many of its annual district pro shows. These events are open to the public and various experts on concrete and masonry, wood finishes, stains, HVLP and airless spraying are available for questions and hands on training.
41	Describe any technological advances that your proposed products or services offer.	The Sherwin-Williams Company recently introduced Superpaint Sanitizing that kills six different pathogens on contact. This helps prevent infections not only in hospitals and clinics but in areas where various abrasion may be present such as locker rooms and gymnasiums Thanks to innovative technology and a zero VOC formula, SuperPaint® with Air Purifying Technology* contributes to better indoor air quality by reducing VOC levels from potential sources like carpet, cabinets and fabrics. It also helps rooms stay fresher, longer, with odor eliminating technology that breaks down unwanted household odors Scuff Tuff™ Interior Waterbased Enamel. Its advanced scuff resistance maintains an attractive finish in high-traffic areas and resists burnishing, even after frequent washing. Scuff Tuff™ is the easy choice for areas exposed to hard treatment. The below link outlines a comprehensive and categorized view of the technologies that The Sherwin-Williams Company will offer through this contract: https://www.sherwin-williams.com/painting-contractors/business-builders/paint-technology-and-application
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Sherwin-Williams Company has sought to limit its environmental impact. Expanded details can be found at: https://corporate.sherwin-williams.com/sustainability/focus-areas/environmental-footprint.html Also, see attached Sustainability Report. The Sherwin-Williams ambitious and meaningful goals address global issues of critical importance, including doing our part to address climate change by reducing our greenhouse gas emissions, increasing energy efficiency and use of renewable energy, minimizing our waste, and accelerating development of "sustainably advantaged products." 2030 Environmental Footprint Reduction Goals -Reduce absolute Scope 1 and Scope 2 greenhouse gas emissions by 30% -Increase renewable energy to 50% of total electricity usage -Increase operational energy efficiency by 20% -Reduce waste disposal intensity by 25% Product Blueprint Philosophy - Implemented Sustainability by Design program across the enterprise, serving as our proactive, foundational process to aid the growth of our "sustainably advantaged products" portfolio - Established a baseline for "sustainably advantaged products" and developed a plan for expanding this product portfolio in the future - Developed a structured process for measuring and assessing Scope 3 emissions

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Many of The Sherwin-Williams Company's architectural products fit the criteria for "sustainably advantaged products" because they meet or exceed sustainability-related conditions set by leading third-party organizations, programs, standards and codes such as: -American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) -Collaborative for High Performance Schools® (CHPS) -Cradle to Cradle Products Innovation Institute -EU Ecolabel -Forest Stewardship Council® (FSC®) -Green Globes® -GREENGUARD Environmental Institute (GEI) and UL GREENGUARD -International Green Construction Code® -Leadership in Energy and Environmental Design™ (LEED®) -Nordic Swan Ecolabel -The Master Painters Institute® -USDA BioPreferred® Program -WELL Building Standard® For more information related to certifications and regulatory obligations for architectural products, see the specification resources at: https://www.sherwin-williams.com/architects-specifiers-designers/specifications.
44	Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others.	The Sherwin-Williams Company three ESG pillars – Environmental Footprint, Product Blueprint and Social Imprint – encompass the commitments, areas of focus, and goals and metrics that are most important to The Sherwin-Williams Company. These pillars are centered on a foundation of Governance and Ethics, designed to ensure broad engagement and appropriate oversight for sustainability and ESG initiatives throughout the Company. -Environmental Footprint Doing Our Part for the Planet We apply a continuous improvement approach to reducing our carbon emissions, energy consumption and waste generation while expanding our renewable energy use and decreasing the amount of waste generated by our operations -Product Blueprint Driving Sustainability Through Innovation We remain focused on enriching our Product Blueprint. Our Sustainability by Design program is a signature effort to intentionally consider sustainability attributes and life cycle thinking in our product innovation and development processes. This program enables us to evolve our products and processes to deliver and grow our "sustainably advantaged products" offering -Social Imprint Elevating a Culture of Safety, Inclusion and Community We are committed to advancing a culture of excellence that values people, inclusion and community. Our commitment is reflected in our unwavering efforts to promote the safety, health and well-being of our people; foster a culture of inclusion, diversity and equity where individual differences are celebrated; and support those in the communities where we live and work
45	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products.	The Sherwin-Williams Company's approach to corporate social responsibility and other Environmental, Social, and Governance (ESG) risks and opportunities is grounded in the commitment to creating and maximizing long-term value for shareholders, employees, customers, communities in which we live and work, and other stakeholders. This commitment is also reflected in The Sherwin-Williams Company Corporate Purpose and is deeply embedded in the company culture and business practices. From manufacturing plants to our company-operated stores and other places where products are sold, The Sherwin-Williams Company invests in sustainability and other ESG initiatives to help grow business with care, differentiate us in the marketplace, and make a positive impact on the world around us. The Sherwin-Williams Company previously conducted a robust materiality assessment and identified the following top-tier focus areas that have been incorporated into our ESG framework – Climate and Carbon; Product Stewardship; Life Cycle Assessment; Occupational Health and Safety; and Talent Acquisition and Employee Engagement. The Sherwin-Williams Company refreshes the materiality assessment on a periodic basis as part of an ongoing work to drive alignment between sustainability efforts and the expectations of both internal and external stakeholders. Learn more at https://corporate.sherwin-williams.com/content/sherwin/corp/corp-aem-sherwin/us/en/sustainability.html.
46	Describe the extent to which your products contain recycled content or are recyclable.	Please see attached LEED® v4.1 MR Credit: Recycled Content

47	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Sherwin-Williams Company is a global leader in the manufacture, development, distribution and sale of paint, coatings, and related products to professional, industrial, commercial, and retail customers. Additionally, majority of the products used by agencies on a day-to-day basis, such as paint and related products, are manufactured, distributed, and sold by one of our local Sherwin-Williams retail locations, distribution centers, and plants. Due to this scale, we partner with MBE, WBE, and other businesses on a national level. The Sherwin-Williams Company is committed to advancing a culture of inclusion where differences are welcomed, appreciated, and celebrated to positively impact our people and our business. This commitment extends to all parts of business – especially the suppliers. A brief review of the ID&E program is included.. Recently, The Sherwin-Williams Company announced five firms that have been selected for the minority construction management role for the Building Our Future project, which includes the new global headquarters in downtown Cleveland and the new R&D center in Brecksville. Additional firms are expected to be added for multiple roles as the project progresses, including design and landscape architects. Sherwin-Williams plans to invest a minimum of \$600 million to build both the headquarters and R&D facilities. The new global headquarters will be approximately 1,000,000-square-feet in size. The new R&D center in Brecksville will be approximately 600,000-square-feet in size. You may click here to learn more. While the opportunity does not exist to partner on the distribution or manufacturing of our products, The Sherwin-Williams Company is focused on advancing inclusion, diversity and equity within our workforce, culture, and supply chain. You may click here to view a recent workshop hosted in partnership with the Urban League of Greater Cleveland focused on How to Do Business with Sherwin-Williams targeted to increase diversity within our supplier chain. To attract underrepresented racial/ethnic groups to Sherwin-Williams, we have been very intentional about developing a diverse pipeline by working with 44 colleges in the Hispanic Association of Colleges and Universities, partnering with 16 Historically Black Colleges and Universities, and over 100 events with student organizations and professional associations specifically targeted for underrepresented groups. Our goal for talent progression is to increase women and underrepresented racial/ethnic groups in leadership roles. In 2020, 58% of newly appointed Vice Presidents were women and 21% were underrepresented racial/ethnic groups. The Sherwin-Williams Company is also focused on engaging underrepresented groups while educating our leaders and workforce. We are proud of the 100+ chapters of our 6 employee resource groups including the African American Network, Global Women's Networks and our efforts focused on LGBTQ+, Military/Veterans, Hispanic/Latinx, Multicultural networks. These ERGs are crucial to developing our talent and increasing feelings of belonging for our workforce while contributing to the communities we serve. For example, one of our African American Network chapters organized a "Supply Drive for the Homeless," gathering toiletries donations at each of the region's 109 local stores. The Sherwin-Williams Women's Club raised \$70,000 through a virtual run, which had 800 global participants. Funds from the event were donated to Youth Challenge, an organization dedicated to helping young people with physical disabilities. We also drive ID&E through the communities we serve through donations to PCs for People and support of minority-owned businesses. Although The Sherwin-Williams Company has more to do, we have been recognized for our efforts by taking meaningful steps to attract, progress, engage diverse talent while fostering a culture of inclusion. Since 2018, we have been recognized by Forbes' as a Best Employer for Diversity, Best Employer for Women, and Best Employer for New Grads.
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48	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	In addition to many of the previously mentioned value-added products and services, The Sherwin-Williams Company would like to highlight the following: - Trademark Service: The Sherwin-Williams Company's award-winning customer service, including a staff required to pass 20 different customer services-based exams in their first six months of employment, and store customer service appraisals reviewed annual of more if necessary. -Custodian: a Sherwin-Williams maintained history of the sheen and color based on customer provided identification information. Customers can review their product history to remove guess work from repaints. -Free Delivery: The Sherwin-Williams Company maintains the largest fleet of delivery vans and trucks in the paint industry. These vehicles are available for fast free delivery to all customers throughout the country. -Color Consultants: The Company maintains a staff of color and design experts who can help with designer and decorating questions. -Architectural Account Executives: The Company maintains a staff of Architectural Account executives whose job it is to work with architects and specifiers to make sure the correct products are used in each job. -Industrial Maintenance Specialists: The Sherwin-Williams Company has a battery of NACE-certified representatives who can review and advise on the toughest jobs. With NACE training and The Sherwin-Williams Company's line of high-performance products, an agency's paint needs will be covered. The Sherwin-Williams Company offers all these services free of charge to their customers, which have been utilized by participating Sourcewell members.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Do your warranties cover all products, parts, and labor?	The Sherwin-Williams Company will warrant products outlined with the below Terms and Conditions, however labor is not included as this is for supplies only. https://www.sherwin-williams.com/terms-and-conditions#standard-tc Seller warrants to Buyer that as of the date of shipment: (a) the goods manufactured by Seller shall conform to Seller's then-current quality control specifications for manufacturing such goods; (b) the goods shall be subject to any label warranty affixed to the container or packaging of such goods; (c) Seller has good title to such goods; and (d) such goods are free and clear of all liens and encumbrances created by Seller. The above warranties extend only to Buyer. Except for an express written limited warranty signed by an authorized representative of Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, shall be binding upon Seller. SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
50	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products will not be warranted if used outside of its originally intended use.
51	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
52	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
53	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Sherwin-Williams Company requests all original manufacturers to offer a comprehensive warranty plan. All vendors doing business The Sherwin-Williams Company must go through a strict approval process and accept all Terms and Conditions of The Sherwin-Williams Company. This allows the very best vendor products offered to customers nationwide. These manufacturers regularly go through line reviews with leadership to ensure the best prices are offered and the core business values align with The Sherwin-Williams Company.
54	What are your proposed exchange and return programs and policies?	In no case are goods to be returned to Seller for credit without prior written authorization by Seller in accordance with Seller's standard return policy. Policy - The Sherwin-Williams Company accepts all returns, as long as product is in resalable condition, meaning not tinted or opened. Special orders are subject to the manufacturers return policy, which will be disclosed if requested.
55	Describe any service contract options for the items included in your proposal.	The Sherwin-Williams Company extends all warranties and services offered by its various vendors.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	net 30 We accept EFT, P-Card, all major credit cards, cash	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	The Sherwin-Williams Company does offer financing options for power equipment sold through the store location(s).	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	When requested, The Sherwin-Williams Company sales representative will produce a quote for the participating agency with the Sourcwell contract number notated at the top. All participating members can request this document at any time during the sale process.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	The Sherwin-Williams Company accepts P-Cards at no additional cost to the participating member. P-Cards will be used at the discretion of the participating member.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Sherwin-Williams Company is offering: - Minimum of 30% off list price for paint/paint supplies - Minimum of 12% off list price for equipment The Sherwin-Williams Company sales representatives and stores have the ability to generate greater discounts as they see fit within their market(s).
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sherwin-Williams Company is offering: - Minimum of 30% off list price for paint/paint supplies - Minimum of 12% off list price for equipment
62	Describe any quantity or volume discounts or rebate programs that you offer.	The Sherwin-Williams Company offers the minimum discounts to all participating members, nationwide. However, if local sales representatives want to offer a greater discount, they have the autonomy to do so, which allows for more flexibility at the local level and in certain situations (such as: disaster relief, competitive edge, etc.)
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Sherwin-Williams Company maintains satisfactory inventory levels on majority of its core items (offered through this contract) to service participating member needs. If a participating member requests a specialty product, the local store or sales representative will provide a formal quote, outlining cost, timeline, and all contact information.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Recycling collection fees exist in various states throughout the United States and require a separate line item when invoicing. If a participating member is utilizing the contract within one of these States, then that fee will be identified as an additional charge. Additionally, special order products tend to carry a delivery charge, which would be passed onto the participating member, notated as a separate invoice line.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are FOB destination, other than special order products at which time freight charges would apply per the manufactures terms and conditions.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Sherwin-Williams Company includes freight charges for all standard items within Alaska, Hawaii, and Canada, unless a special order product. Offshore deliveries would be subject to freight charges.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers. These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received HUB System Highlights: -Integrated reservation based system -Automated dispatching with continue dispatcher oversight -Text and/ or email customer when deliver is approximately 30 minutes away -Drivers routed by handheld 4G devices -Device has google maps with real time traffic for navigation -The devices ties into eCommerce delivery orders -Accurate assigning of vehicles based on order requirements

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Sherwin-Williams Company has a mechanism in place, which ensures contract pricing is administered at the retail level to approved participating members. Agencies who wish to utilize the contract will be vetted through agency look up tool or signing them up with the Sourcewell program. Only approved participating members can utilize the Sourcewell Contract. Approved participating members will be reported on quarterly to ensure compliance. The Sherwin-Williams Company sets up a centrally controlled parent account and attaches any current or future participating members accounts to the parent, which drives agreed upon contract pricing. Only the Contract Manager or the National Sales Manager can adjust discounts/pricing. All new participating members, will have to be approved by the Contract Manager or National Sales Manager to ensure contract compliance. AdHoc reports are regularly ran at the National and Local level to review contract compliance and governing correctly. The parent mechanism allows The Sherwin-Williams Company to hyper focus on each individual master agreement.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As mentioned above in item 69, The Sherwin-Williams Company would create a parent (overarching) account mechanism. for the Contract This mechanism allows The Sherwin-Williams Company to track all sales and activity down to the micro level. Micro level would be store location, date, time, employee, product, amount, price, agency name, agency authorized representative, payment method, etc. The Sherwin-Williams Company strongly believes this parent tracking maintains compliance during the full term of the contract. All 5,000+ stores and 2,500+ sales representatives have access to account information via The Sherwin-Williams Company Client Management System. This system warehouses all account information, specifically contractual information, such as terms, roll out instructions, sell sheets, payment terms, etc. The system can be accessed through computer, mobile, or tablet 24/7 365. All of the information in the Client Management System is maintained by the Contract Manager or Account Manager.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Sherwin-Williams Company would like to propose a 1.75% administrative fee. This fee will be calculated quarterly by our commissions and reporting team on the total sales flowing through the contract at the parent level. Meaning all sales under the parent during the quarter will be reported on and sent in the Sourcewell approved template.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Sherwin-Williams Company offers the latest coating innovations and the broadest offering of tools and supplies that deliver professional results and save time and money. Interior and Exterior Paint & Coatings - Interior Paint - Exterior Paint - Primers - Wood Stains, Sealers, and Clear Topcoats - Commercial High Performance Coatings - Concrete and Masonry Coatings - Aerosols - Floor Coatings - Deck Stains - Siding Stains - Roof Coatings - Pavement and Turf Coatings - Safety Equipment - Painters Wear - Spray Equipment - Wallpaper Tools and Paste - Brushes - Roller Covers, Frames, and Accessories - Ladders, Scaffolds, and Climbing Equipment - Tape and Masking - Sandpaper and Abrasives - Drop Cloths and Plastic - Caulks, Sealants, and Caulking Tools - Patching and Repair - Painters Tools - Drywall Compounds and Tools - Solvents and Removers - Cleaning Supplies
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories: - Masonry coatings - Roof coatings - Janitorial supplies - Cleaning Supplies - Paint applicators

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Interior and exterior paint, coatings, primers, stains, sealers, and faux finishes for any structural surfaces	☒ Yes ☐ No	The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations
75	Related supplies and equipment complementary to 74 above, such as brushes, roller frames, roller covers, tape, sandpaper, and abrasives, plastic sheeting, caulks, caulking tools, sealants, etc.	☒ Yes ☐ No	The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing - The Sherwin-Williams Company Price List - 2023.xlsx - Tuesday September 12, 2023 10:49:37
 - Financial Strength and Stability - Financial Strength and Stability.zip - Monday September 11, 2023 14:12:25
 - Marketing Plan/Samples - 2023 - Sherwin-Williams Marketing Plan.pptx - Tuesday September 12, 2023 11:37:57
 - WMBE/MBE/SBE or Related Certificates - MBE-WBE Information.zip - Monday September 11, 2023 14:13:09
 - Warranty Information - Terms and Conditions of Sale - Sherwin-Williams.pdf - Tuesday September 12, 2023 10:54:36
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document - Sustainability and Certifications.zip - Monday September 11, 2023 14:13:29
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kevin McCoy, National Sales Manager - SLED, The Sherwin-Williams Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Paint_RFP 091323 Thu August 31 2023 04:12 PM	☒	1
Addendum_3_Paint_RFP 091323 Fri August 25 2023 01:47 PM	☒	2
Addendum_2_Paint_RFP 091323 Tue August 1 2023 10:43 AM	☒	1
Addendum_1_Paint_RFP 091323 Thu July 27 2023 09:30 AM	☒	1



Date: 11/15/24

To: City Council

From: Planning & Development Staff

Subject: Partnership Agreement with Friends of Mendelsohn to facilitate an EPA grant application

Purpose Statement:

To approve legislation authorizing the Mayor to enter into a partnership agreement with Friends of Mendelsohn to participate in a the Environmental Protection Agency Community Grant program to fund projects on the former Park Synagogue campus and elsewhere in the City.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why?

Passing as an emergency is needed to conform with the application deadlines of the EPA program.

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

If yes, why?

Passing on first reading is needed to conform with the application deadlines of the EPA program.

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

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

N/a

Proposed: 11/18/2024

RESOLUTION NO. 220-2024 (MS),
First Reading

By Mayor Seren

A Resolution authorizing the Mayor to enter into a partnership agreement with Friends of Mendelsohn to participate in the Environmental Protection Agency Community Change Grant program to fund projects on the former Park Synagogue campus and elsewhere in the City; and declaring an emergency.

WHEREAS, the Friends of Mendelsohn is a non-profit corporation formed under the laws of Ohio to preserve the architectural legacy of Eric Mendelsohn as embodied in the historically significant building located at 330 Mayfield Road in the City known as the Park Synagogue;

WHEREAS, the City and Friends of Mendelsohn desire to undertake projects to be funded on the former Park Synagogue campus and elsewhere in the City intended to reduce the climate change impact and reduce pollution in the City for the benefit of residents and visitors of the City;

WHEREAS, the Council desires to enter into a partnership agreement with Friends of Mendelsohn to participate in the Environmental Protection Agency ("EPA") Community Change Grant program.

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

SECTION 1. The Mayor be, and he is hereby, authorized to enter into a partnership agreement with Friends of Mendelsohn to participate in the EPA Community Change Grant program to fund projects on the former Park Synagogue campus and elsewhere in the City. The agreement shall be in substantively the same form as the draft on file with the Clerk of Council and shall be approved as to form by the Director of Law.

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. This Resolution 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 to permit timely application for the EPA Community Change Grant program. 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;

RESOLUTION NO. 220-2024 (MS)

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 the Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: November 15, 2024

To: City Council

From: Chris Heltzel, Assistant Law Director

Subject: Cain Park A-V Equipment

Purpose Statement: To authorize the Mayor to enter into agreements with various professional audio, visual, and lighting service and equipment providers in order to upgrade Cain Park's production capabilities.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? In order to encumber the allotted ARPA funds by the deadline of December 31, 2024.

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

If yes, why? In order to encumber the allotted ARPA funds by the deadline of December 31, 2024

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

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

Council previously appropriated \$3,540,000.00 of the City's ARPA funds for improvements to Cain Park, Denison Park, and Forest Hills Park. The amount not to exceed \$796,235.47 will come from those funds.

Proposed: 11/18/2024

RESOLUTION NO. 221-2024(CRR), *First Reading*

By Mayor Seren

A Resolution authorizing the Mayor to enter agreements with various professional audio, visual, and lighting service and equipment providers and for the professional services and equipment to upgrade Cain Park's production capabilities in accordance with Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "CITY") received Thirty-Eight Million, Eight Hundred Seventeen Thousand, Sixty-Two Dollars and 0/100 (\$38,817,062.00) in direct payments pursuant to the American Rescue Plan Act of 2021 ("ARPA Funds");

WHEREAS, this Council previously appropriated Three Million, Five Hundred Forty Thousand Dollars and 00/100 (\$3,540,000.00) for improvements to Cain, Denison, and Forest Hills Park;

WHEREAS, Cain Park is located entirely within a Qualified Census Tract and serves communities disproportionately impacted by the pandemic;

WHEREAS, Cain Park's theaters provide opportunities for these communities to safely congregate in outdoor settings, which the City encourages through the various cultural and artistic events and attractions that only Cain Park has the capacity to host;

WHEREAS, the City's ability to host such events and attractions is hindered by the considerable and growing costs associated with renting modern, professional-grade audio, video, and lighting equipment, year-over-year;

WHEREAS, the Department of Parks and Recreation, after soliciting quotes from several local and regional service providers and equipment vendors, has determined in accordance with 2 C.F.R. § 200.320(c)(5) that the practice of manufacturers only licensing certain service providers/vendors, the need for system interoperability, and discrepancies in degrees of service among providers, renders competitive bidding to be an inadequate method of procurement.

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

SECTION 1. Notwithstanding anything in C.O. Chapter 171 to the contrary, this Council concurs with the Department of Recreation's determination regarding the inadequacy of competitive bidding under 2. C.F.R. § 200.320(c)(5) and finds and determines that it is in the best interest of the City to invest in improving Cain Park's outdoor facilities by entering into agreements with the entities listed in Exhibit "A",

RESOLUTION NO. 221-2024(CRR)

attached hereto and incorporated by reference, for an amount not to exceed Seven Hundred Ninety-Six Thousand, Two Hundred Thirty-Five Dollars and 47/100 (\$796,235.47) as further described, therein. Exhibit "A" shall be kept on file with the Clerk of Council.

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

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

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 December 31, 2024, deadline for obligation of ARPA Funds. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Cain Park Production Equipment

	Items	Seller	Total Cost (\$)
Sound			
	Meyer Sound Panther PA System, MJF-210 Monitors, Motion Labs Power Distro, Cables	Tone Proper	\$536,331.40
Lighting			
	Lighting Instruments (Chauvet R3X, Maverick Force 1 Spot, Strike Array 4)	Outlaw Lighting	\$152,135.31
	Truss, Rigging, Motors, Power Distro, Cables, Nodes	Outlaw Lighting	\$55,898.82
Video			
	3.9mm Video Walls, Truss, Manual Chain Hoists	Tone Proper	\$48,536.00
Mics			
	Wireless Mics, Drum Mics, Condenser Mics	Sweetwater	\$3,333.94
TOTAL			\$796,235.47

11/8/2024



Date: November 15, 2024

To: City Council

From: Brian Iorio, Assistant Director of Planning

Subject: Request

Purpose Statement: To authorize issuance of a Request for Qualifications to design-build firms for the renovation of restrooms in Cain Park.

Is this legislation recurring: Yes: _____ No: X

Is emergency language necessary: Yes: X No: _____

If yes, why? ARPA funds must be encumbered by December 31, 2024 and the issuance of the RFQ is a preliminary step toward awarding a contract.

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

If yes, why? See above. The RFQ must be issued the week of November 18, 2024.

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

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

Proposed: 11/18/2024

ORDINANCE NO. 222-2024(PD), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to solicit statements of qualifications from design-build firms for the Cain Park Restrooms Renovation Project; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cain Park is the historically significant crown jewel of the park system of the City of Cleveland Heights, centrally located, with a long and proud tradition of providing passive and active recreational opportunities, art festivals, and dramatic and musical performances for the City, its residents and visitors; and

WHEREAS, the City wishes to renovate and improve the restroom facilities in Cain Park to improve the visitor experience, create more attractive park amenities, and increase accessibility so that all patrons of Cain Park including disabled patrons are able to easily access and use the restrooms; and

WHEREAS, through this Ordinance the Council of the City of Cleveland Heights desires to authorize the public solicitation of statements of qualifications from design-build firms for a Project known as the Cain Park Restrooms Renovation Project and to establish a process for the award of a contract for such project; and

WHEREAS, the City has engaged City Architecture as the criteria architect to prepare evaluative criteria for the solicitation of statements of qualifications from design-build firms for the Project; and

WHEREAS, the City will publish a public announcement that contains the necessary evaluative design criteria, prepared by the criteria architect, in order to solicit statements of qualifications from design-build firms for the Project.

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

SECTION 1. The Mayor, acting by and through the Director of Planning or other designee, is hereby authorized to solicit statements of qualifications from design-build firms for the Project and in so doing shall follow all applicable provisions of Ohio law and is authorized to publish a public announcement.

SECTION 2. The Mayor, acting by and through the Director of Planning or other designee, is authorized to set a deadline for the receipt and review of qualifications and,

ORDINANCE NO. 222-2024(PD)

in conjunction with City Architecture, other staff members and legal, counsel as needed, shall make a recommendation for the award of a design-build contract for the Project.

SECTION 3. It is understood that the City Council will be presented at a later date with an Ordinance to authorize a contract with the recommended design-build firm for the Project.

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

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need to meet the December 31, 2024 deadline for obligation of ARPA funds. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 11/18/2024

RESOLUTION NO. 227-2024(CRR), *First Reading*

By Mayor Seren

A Resolution authorizing an amendment to the contract with Tanya R. Richardson for personal training services; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "City") contracted with Tanya R. Richardson to provide personal training services at the Community Center through the Independent Contractor Agreement dated October 1, 2022 ("Agreement"), for an amount not to exceed Fifty Thousand Dollars and 00/100 (\$50,000.00) ("NTE Amount");

WHEREAS, the Agreement will terminate on December 31, 2024, and has reached the NTE Amount;

WHEREAS, Tanya R. Richardson is the owner of The Good Better Best Corporation, a domestic Ohio corporation through which she provides personal training services to individuals ("Corporation");

WHEREAS, the City wishes to continue the contractual relationship with Tanya Richardson through her Corporation for an additional two (2) years;

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

SECTION 1. The Mayor is hereby authorized to execute an amendment to the Agreement to provide Community Center guests with personal training services for an additional two (2) year term ending December 31, 2026, at a total contract amount not to exceed One Hundred Forty Thousand Dollars and 00/100 (\$140,000.00) ("Amendment"), and any other documents that may be necessary for the purposes of the Amendment.

SECTION 2. The Amendment shall further provide for the assignment of Tanya R. Richardson's interests and obligations under the Agreement to The Good Better Best Corporation.

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

SECTION 4. Notice of 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

RESOLUTION NO. 227-2024(CRR)

newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 5. It is necessary that this 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 the continuity of health and wellness services to City residents. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor



Date: 11/15/24

To: City Council

From: Brian Anderson, Assistant Director of Economic Development

Subject: Possible Non-School TIF for Oak Tree Veterinary Hospital Project

Purpose Statement:

To approve legislation authorizing the creation of a non-school tax increment finance district for Oak Tree Veterinary, 1794 Taylor Road, in order to generate additional future revenue for the City for the purposes of infrastructure improvements that benefit the property/project and larger Taylor Road corridor improvements.

Is this legislation recurring: Yes: _____ No: x

Is emergency language necessary: Yes: X No: _____

If yes, why?

In order to capture the new value being created by the project as part of the TIF, the legislation needs to be passed and in effect this year.

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

If yes, why?

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

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

Proposed: 11/18/2024

ORDINANCE NO. 223-2024(PD), *First Reading*

By Mayor Seren

An Ordinance declaring the improvements to certain real property within the City to be a public purpose; describing the public improvements to be made to directly benefit such parcels; exempting such improvements from ad valorem real property taxation; requiring the owner of the improvements to make service payments in lieu of ad valorem real property taxes, and establishing a municipal public improvement tax increment equivalent fund for the deposit of the service payments in lieu of ad valorem property taxes, all pursuant to Sections 5709.40, 5709.42 AND 5709.43 of the Ohio Revised Code; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Revised Code (the “Act”) provide that this Council may describe public improvements to be made that directly benefit certain parcels and declare “Improvements” (as defined in Section 5709.40) with respect to such parcels of real property located in the City to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of ad valorem real property taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, certain parcels of real property in the City, as more particularly described in Exhibit A, attached hereto (the “TIF Site”) are currently being improved and/or are expected to be improved in the near future (the “Development”); and

WHEREAS, in order to successfully develop the TIF Site, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as defined in Section 5709.40(A)(8) of the Revised Code and as further described in Exhibit B attached hereto (the “Public Infrastructure Improvements”) that will directly benefit the TIF Site; and

WHEREAS, the Public Infrastructure Improvements and the Development are a public purpose of the City, and provide the conditions necessary to permit the City to lawfully exempt the TIF Site from real property taxation as authorized herein; and

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

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Improvement of the TIF Site, pursuant to Section 5709.42 of the Revised Code, to pay costs of the Public Infrastructure Improvements; and

WHEREAS, the City has delivered to the Cleveland Heights-University Heights City School District (the "School District") the written notification of this Ordinance required by Sections 5709.40, 5709.83 and 5715.27 of the Revised Code.

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

SECTION 1. The Public Infrastructure Improvements described in Exhibit B are hereby designated as those public improvements that directly benefit, or that once made will directly benefit, the TIF Site and the City and, together with the balance of the Development, are determined to be necessary for the public health, safety and welfare, and a public purpose.

SECTION 2. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Revised Code, this Council hereby finds and determines that 100% of the increase in the assessed value of the TIF Site that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in Section 5709.40(A)(4)) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose, for a period not to exceed 30 years and exempt from taxation commencing, for each parcel, with the first tax year that begins after the effective date of this Ordinance and in which an improvement resulting from the construction of a structure on that parcel first appears and ending on the date the Improvements have been exempted from taxation for a period of 30 years (the "Exemption Period"); provided, however, that certain compensatory payments shall be paid to the School District in the amounts and on the dates as provided in Section 4 herein.

SECTION 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvements are hereby required to and shall pay the service payments in lieu of ad valorem real property taxes to the Cuyahoga County Fiscal Officer (unless otherwise authorized and directed in writing by the County of Cuyahoga) on or before the final dates for payment of real property taxes, which service payments in lieu of ad valorem real property taxes, together with any associated rollback payments shall be deposited in the Municipal Public Improvement Tax Increment Equivalent Fund described in Section 4. Any late payments of service payments in lieu of ad valorem real property taxes be subject to penalty and bear interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Revised Code, as may hereinafter be amended, or any successor provisions thereto (the late payments together with the service payments in lieu of ad valorem real property taxes and rollback payments are referred to collectively as the "Service Payments"). This Council hereby authorizes the Mayor, the Director of Finance, the Director of Law, and other

appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

SECTION 4. This Council hereby (a) establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Revised Code, the Municipal Public Improvement Tax Increment Equivalent Fund (the "Fund") into which there shall be deposited all of the Service Payments with respect to the Improvements on the TIF Site by or on behalf of the City, as provided in Section 5709.42 of the Revised Code, and (b) agrees that moneys in the Fund shall be used solely for the purposes authorized in the Act, including for any or all of the following purposes:

- (i) to the School District, a portion of the Service Payments received by the City equal to the amount of the taxes that would have been payable to the School District if the Improvements had not been exempted from taxation by this Ordinance (the "School District Payments");
- (ii) to the City to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including those costs set forth in Section 133.15(B) of the Revised Code; and
- (iii) to the City to pay the interest and any premium on, and principal of, any loans entered into or bonds or notes or other obligations issued or by the City or any other governmental entity to finance costs of the Public Infrastructure Improvements (including any amendment, replacement, refinancing, extension of such loans, bonds, notes or other obligations, collectively, the "City Loan") until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and

The Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with Section 5709.43.

SECTION 5: This Council hereby designates the Public Infrastructure Improvements described in Exhibit B as "Public Infrastructure Improvements" as defined in Section 5709.40(A)(8) of the Revised Code.

SECTION 6: This Council further hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to sign and execute all documents and make such arrangements as are necessary and proper for (i) collection of the Service Payments to be deposited in the Fund, (ii) payment of the School District Payments and (iii) carrying out the provisions of this Ordinance.

SECTION 7: This Council hereby designates the City's tax incentive review council ("TIRC") previously established by this County as the TIRC that shall annually review the exemptions provided pursuant to this Ordinance as required by R.C. Section 5709.85. In the event it is determined that such a TIRC did not previously exist, then the TIRC shall be established by the City pursuant to Section 5709.85 of the Ohio Revised Code.

SECTION 8: In accordance with Ohio Revised Code Section 5709.832, the City hereby determines that no employer located on the TIF Site shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

SECTION 9: Pursuant to Section 5709.40(I) of the Revised Code, the Clerk of Council is hereby directed to deliver or cause to be delivered a copy of this Ordinance to the Director of the Ohio Development Services Agency (the "Director") within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 remains in effect, the Mayor, the Director of Finance, or other authorized officer of this City shall prepare and submit to the Director the status report required under Section 5709.40(1).

SECTION 10: This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and of any committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SECTION 11: Notice of the passage of this Resolution shall be given by publishing the title and abstract of contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Resolution on the City of Cleveland Heights website.

SECTION 12: It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to provide for the real property tax exemption, the Service Payments, and the related objectives provided for herein that are needed to benefit the City and its residents by creating economic opportunities, enlarging the property tax and income tax bases, and stimulating collateral development within the City; and provided it receives the approval of two-thirds of the members of Council, shall be in full force and effect from and after its

ORDINANCE NO. 223-2024(PD)

passage and approval by the Mayor, or otherwise take effect and be in full force from and after the earliest period allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

EXHIBIT A

TIF SITE

The real property located at 1794-1808 S. Taylor Road, Cleveland Heights, OH 44118 and described as Permanent Parcel Number 684-29-146 in the Cuyahoga County Records.

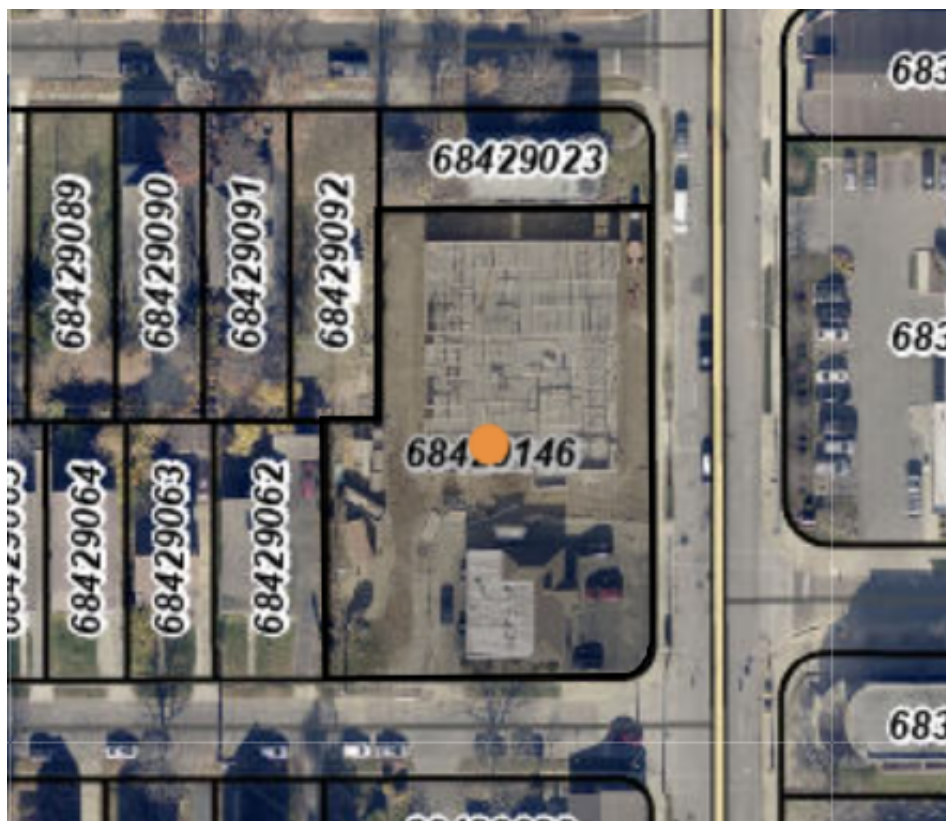


EXHIBIT B

**DESCRIPTION OF THE
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

The Public Infrastructure Improvements consist of the following, all of which (i) are “public infrastructure improvements” (as defined in Ohio Revised Code Sections 5709.40(A)(8), (ii) are intended to directly benefit the TIF site, and (iii) include, in each instance, the acquisition of interests in real estate and demolition and remediation related thereto:

- Roadways. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways; streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians. and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Water/Sewer. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;
- Environmental/Health. Implementation of environmental remediation measures necessary to enable the construction of the Public Infrastructure Improvements and the construction of public health facilities;
- Utilities. Construction, reconstruction or installation of gas, electric and communication service facilities and all appurtenances thereto;
- Stormwater. Construction, reconstruction and installation of stormwater and flood remediation facilities, including facilities on private property when determined to be necessary for public health, safety and welfare;
- Demolition. Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare;
- Streetscape/Landscape. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above;
- Professional Services. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction, and installation of the foregoing improvements.

ORDINANCE NO. 223-2024(PD)

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

Proposed: 11/18/2024

RESOLUTION NO. 226-2024(COTW), *First Reading*

By Council President Cuda

A Resolution authorizing an expanded scope of work for the grant to Heights Arts Collaborative, Inc. ("Heights Arts") through Ordinance No. 179-2023; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights, Ohio (the "City") received Thirty-Eight Million, Eight Hundred Seventeen Thousand, Sixty-Two Dollars and 0/100 (\$38,817,062.00) in direct payments pursuant to the American Rescue Plan Act of 2021 ("ARPA Funds");

WHEREAS, this Council authorized the award of ARPA Funds to Heights Arts through Ordinance No. 179-2023, such authorization being based on its proposal to Council; and

WHEREAS, the project proposed by Heights Arts has expanded beyond the scope of the proposal approved by this Council

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

SECTION 1. This Council finds and determines that the revised project scope, attached hereto and on file with the Clerk of Council as Exhibit "A," furthers the legitimate government purpose of marketing a cultural asset to residents and promoting cultural tourism to visitors, and that it is in the best interest of the City to approve this expanded scope, subject to the Director of Law's approval of any additional terms and conditions contained therein.

SECTION 2. This Resolution is intended only to expand the scope of Heights Arts' proposal and should not be interpreted in any way that affects the amount appropriated for an award to Heights Arts or any other authorizations granted through Ordinance No. 179-2023 or Resolution No. 109-2024.

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

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

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SECTION 5. 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 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

The Home to the Arts Project Description and Objectives

This project will begin the re-branding of the Cedar Lee de-facto arts district into a unified, vibrant destination and heighten awareness to solidify Cleveland Heights as Home to the Arts through partnerships with the other districts and greater community. Heights Arts (HA) will leverage the rich history of Cain Park, Heights Arts, the Cedar Lee Theatre, and Dobama Theater with the support of the Cedar Lee SID. Cain Park's rich 87-year history of providing arts programming for the community combined with the planned anniversaries of The Cedar Lee Theatre (100 years), Dobama Theater (65 years), and Heights Arts (25 years) makes a timely opportunity to elevate the arts in the district, which is one of the most significant arts districts in Greater Cleveland.

HA will approach this process with two distinct initiatives - the creation of new public art, and arts district branding activities as outlined below:

- HA will initiate the re-branding process for the Cedar Lee district with the intention of becoming an official arts district. We will also support the surrounding districts and businesses who present arts programming by:
 - Developing a “home to the arts” website which will be a central location for showcasing Cleveland Heights’ arts programming events and public art in the community.
 - Initiating the branding campaign supported by the Cedar Lee SID and its members to provide information about our rich history to our community, the Greater Cleveland community and beyond.
 - Other branding initiatives as opportunities and needs are identified through this process, which may include community engagement and/or hiring a branding consultant.
- Create at least one significant public artwork with the intention of installing it in the Cedar Lee district (pending City approvals, permits, etc) and working with the Coventry and Cedar Fairmount SID’s on public art possibilities. To accomplish this, a Project / Community Engagement Manager(s) (PM), will work with Heights Arts staff, its Public Art Project Team (PAPT)*, and the identified community members to determine appropriate focus areas, artists, materials, permits, a community engagement strategy, and other identified needs to accomplish this goal by December of 2026.

Both initiatives will support each other. The Cedar Lee branding process may help inform the type and location of public art, and the creation of new public art will reinforce the fact that Cleveland Heights is Home to the Arts. The goal for the branding piece is

to hand it off to a future entity that will manage the district arts activities once it is established.

Partnership Recognition

This project's success will depend on a partnership between HA and the City of Cleveland Heights (CH) which will ensure timelines and approvals are met. That includes effective communication about the project by both parties to ensure the proper process for public art installation and:

- Timely reviews and permitting by CH (within 10 business days)
- Timely payments for HA billing and communication if clarifications are needed (payment within 30 days of receipt)

Project Timeline

Phase 1: January 1, 2025 – June 30, 2025

Phase 1 involves creating an RFP and identifying and contracting with a Project Manager (PM) and/or Brand Consultant (BC). The initial development of the website and branding activities will begin with the expectation that a working website design and development will be completed. The PM will begin gathering information and strategizing the process of selecting artist(s) determining locations, etc.

Phase 2 July 1, 2025 – December, 2025

Phase 2 will include:

- Design and development of the proposed public art project(s), CH approvals and permitting.
- Home to the Arts website launch and marketing will begin. SIDs and businesses will begin submitting arts events.

Phase 3 - Fabrication and Installation / Completion of Proposed Branding Activities: January 1, 2026 – December 31, 2026

The PM will work with artists and CH to ensure fabrication, permitting, and installation will be completed by December 31, 2026. Additional work may be required in the branding process pending work accomplished in phase 2.

Project Budget Breakdown

Project Management (25% of total budget)**

[\$62,500]

- Consultant fees, which may include Project Manager and Branding Consultant, Website Developer, Website Manager or other professional support needed to complete the project.
- Advertising calls for artists
- Community meeting materials, if applicable
- General Administration – Heights Arts staff payroll expenses associated with the project

● Project (75% of total budget)

[\$187,500]

- Public Art Design and development
- Artist fees
- Fabrication and Installation of a minimum of one public art piece
- Design and printing of branding materials
- Website Development

Project Billing, Payments, and Reimbursements

HA will issue contracts and agreements to project vendors based upon the expectation that HA will receive timely progress payments from CH within 30 days of receipt.

HA will bill CH for reimbursement or contract agreements which may include:

1. Receipts for project expenses from HA or project vendors
2. Invoices for project hours worked, including payroll taxes by HA employees
3. Signed agreements with vendors requiring an initial payment to begin work

Due to HA upon contract execution: \$62,500 (25%)

Final Reconciliation: During the contract period, HA will maintain the initial payment of 25% in a temporary restricted fund which will be reconciled monthly. Upon completion of the project, HA will provide a comprehensive accounting of payments including the initial payment of 25% as compared to billings upon completion of the contract.

*Heights Arts Public Art Project Team (PAPT)

The Public Art Project Team (PAPT) team is made up of six volunteer members currently, with expertise in the implementation of public art. The Team's mission is to gather experts and community representatives to help plan and oversee public art projects in the Heights area with complementary goals of enriching the quality of life, especially in areas that historically have not enjoyed significant public art amenities and providing opportunities for our region's artists to share their creative work in a public setting. By outwardly expressing the powerful creative spirit of our community, public art enhances the attractiveness and value of our neighborhoods and makes the Heights area more attractive to current and prospective residents, business owners, and visitors.

PAPT Mission: The mission of the Heights Arts Public Art Project Team is to gather experts and community representatives to help plan and oversee public art projects in the Heights area with complementary goals of enriching the quality of life, especially in areas that historically have not enjoyed significant public art amenities and providing opportunities for our region's artists to share their creative work in a public setting. By outwardly expressing the powerful creative spirit of our community, public art enhances the attractiveness and value of our neighborhoods and makes the Heights area more attractive to current and prospective residents, business owners, and visitors.

PAPT Members:

Team Leaders

Kara Hamley O'Donnell, AICP

Kara is the Principal Planner for the City of Shaker Heights and was previously a Preservation Planner/Senior Planner for 25 years for the City of Cleveland Heights. She was the staff liaison for Public Art in Cleveland Heights and is the staff person for Shaker Heights' Public Art Task Force where she also manages public art contracting, design, installation, and maintenance of the City's public art. Areas of expertise include project management, historic preservation, public participation, zoning, grant writing and administration, local history research, and public art administration.

Kara holds a Master of Arts in Historic Preservation Planning from Cornell University, College of Architecture, Art & Planning, and a Bachelor of Environmental Design from Miami University's College of Architecture.

Vince Reddy

Vince Reddy is retired from the nonprofit LAND studio, where he worked for more than a decade on public art project management. During some years, this included managing and building support for the City of Cleveland's Public Art Program. He is experienced in producing project scopes and calls for artists, working with community representatives, matching artists with fabricators, managing or assisting with design-development

processes, and budgeting. He was an active participant in LAND's Studio to the Streets program, which provided artists and prospective commissioning organizations with information about the skills and knowledge needed to succeed in the public art industry.

Members**Deanna Bremer-Fisher**

Executive Assistant to the Mayor on Special Projects, City of University Heights and former Executive Director of Future Heights

Greg Donley

Former Visual Communications Manager, Cleveland Museum of Art

Erin LaFay

Landscape Architect

Josh Werling

Manager, Cleveland Institute of Art Digital Output Center

****Budget Notes:** Amounts are estimated pending finalizing the scope of the project during phase 1. If management fees are less than projected, the additional funds may be used for materials or other costs associated with the project. The Cedar Lee, Cedar Fairmount and Coventry SIDs have given their support for this project and may also contribute funds to expand the scope of the project.

Proposed: 11/18/2024

RESOLUTION NO. 224-2024(CRR), *First Reading*

By Vice President Russell

A Resolution recognizing December, 2024 as *Universal Month for Human Rights* and December 10, 2024 as *Human Rights Day*; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, in 1948 the United Nations crafted the Universal Declaration of Human Rights (UDHR) which enshrines the inalienable rights that everyone is entitled to as a human being—regardless of race, color, religion, sex, language, political or other opinion, national or social origin, property, birth or other status; and

WHEREAS, December 10, 2024 marks the 76th anniversary of one of the world's most groundbreaking global pledges (UDHR)—which is the most translated document in the world, available in more than 500 languages; and

WHEREAS, it is important to acknowledge that people of different cultures and creeds are still people and we must be careful of differentiating ourselves from our fellow humans so much that we forget this core truth; and

WHEREAS, in the decades since the adoption of the UDHR, human rights have become more recognized and more guaranteed across the globe—but the promise of the UDHR, of dignity and equality in rights, has been under a sustained assault in recent years as the world faces challenges new and ongoing, such as pandemics, conflicts, exploding inequalities, morally bankrupt global financial systems, racism, and climate change; and

WHEREAS, as a common standard of achievement for all peoples and all nations, the UDHR is a global blueprint for international, national, and local laws and policies and a bedrock of the 2030 Agenda for Sustainable Development (a plan of action developed by the UN Department of Economic and Social Affairs) which explicitly recognizes it is grounded in UDHR and has to be implemented in a manner that realized human rights; and

WHEREAS, the City Council recognizes that the fight for rights and equality never ends and encourages Cleveland Heights residents to stand up for equality, justice and the dignity of all humans.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, THAT:

RESOLUTION NO. 224-2024(CRR)

SECTION 1. This Council does hereby recognize December 2024 as *Universal Month for Human Rights* and December 10, 2024 as *Human Rights Day* in Cleveland Heights.

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

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

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

Proposed: 11/18/2024

RESOLUTION NO. 225-2024(CRR), *First Reading*

By Mayor Seren

A Resolution recognizing November 20, 2024, as *Transgender Day of Remembrance* in the City of Cleveland Heights; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, the City of Cleveland Heights recognizes the right of transgender people to live authentically and openly without the fear of discrimination or violence; and

WHEREAS, the City of Cleveland Heights remembers the names of the transgender people whose lives we know have been taken due to anti-transgender violence in 2023—though these crimes are often misreported, go underreported, or are not reported at all:

- **Kassim Omar**, a 29-year-old Black transgender woman who fled to the United States in 2015 as a refugee from Somalia to escape anti-LGBTQIA+ harassment and violence. She was paralyzed after being shot in 2022 in her apartment in Columbus, Ohio, and ultimately passed away on September 6, 2024.
- **Redd aka Barbie**, a 25-year-old Black transgender woman who was killed on September 8, 2024, in Chicago, Illinois.
- **Vanity Williams**, a 34-year-old Black transgender woman and Air Force veteran who was killed on August 3, 2024, in Houston, Texas.
- **Tai’Vion Lathan**, a 24-year-old Black transgender woman killed on August 4, 2024, in East Baltimore, Maryland.
- **Dylan Gurley**, a 20-year-old transgender woman killed on July 23, 2024, in Denton, Texas.
- **Monique Brooks**, a 49-year-old Black transgender woman killed on July 19, 2024, in Orlando, Florida.
- **Kenji Spurgeon**, a 23-year-old Black transgender woman killed on July 1, 2024, in Seattle, Washington.
- **Shannon Boswell**, a 30-year-old Black transgender woman killed on July 2, 2024, in Atlanta, Georgia.
- **Kassim Omar**, a 29-year-old Black trans woman who fled to the United States in 2015 as a refugee from Somalia to escape anti-LGBTQIA+ harassment and violence.
- **Pauly Liken**, a 14-year-old transgender girl who went missing from a park in Morristown, New Jersey, and was later found dead in Sharon, Pennsylvania.

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- **Liara Tsai**, a 35-year-old transgender woman killed on June 22, 2024, in Iowa.
- **Jazlynn Johnson**, an 18-year-old transgender woman killed on May 6, 2024, in Las Vegas, Nevada.
- **Yella Clark Jr.**, a 45-year-old Black transgender person who was killed while serving a life sentence at Angola prison in Louisiana on April 2, 2024.
- **Michelle Henry**, a 25-year-old Black transgender woman killed on May 15, 2024, in San Francisco, California.
- **Brandon “Tayy Dior” Thomas**, a 17-year-old Black transgender girl killed on May 7, 2024, in Mobile, Alabama.
- **Reyna Hernandez**, a 54-year-old Latina transgender woman killed on February 26, 2024, in Renton, Washington.
- **Kita Bee**, a 46-year-old Black transgender woman killed on May 3, 2024, in Kansas City, Missouri.
- **Starr Brown**, a Black transgender woman killed on April 19, 2024, in Memphis, Tennessee.
- **Sasha Williams**, a 36-year-old transgender woman killed on January 26, 2024, in Las Vegas, Nevada.
- **Andrea Doria Dos Passos**, a transgender woman killed on April 23, 2024, in Miami, Florida.
- **River Nevaeh Goddard**, a 17-year-old non-binary person killed on April 5, 2024, in Stow, Massachusetts.
- **Tee “Legend Billions” Arnold**, a 36-year-old Black transgender man killed on April 3, 2024, in Hallandale Beach, Florida.
- **Africa Parrilla Garcia**, a 25-year-old transgender woman killed on February 2, 2024, in San Juan, Puerto Rico.
- **Meraxes Medina**, a 24-year-old Latina transgender woman killed on March 21, 2024, in Los Angeles, California.
- **Alex Taylor Franco**, a 21-year-old transgender man killed on March 17, 2024, in Taylorsville, Utah.
- **Diamond Brigman**, a 26-year-old Black transgender woman killed on March 16, 2024, in Houston, Texas.
- **Righteous TK “Chevy” Hill**, a 35-year-old Black transgender man killed on February 28, 2024, in East Point, Georgia.
- **Kitty Monroe**, a 43-year-old Latine transgender person killed on January 1, 2024, in Phoenix, Arizona.

WHEREAS, bias, violence, and systemic oppression against transgender people remain unacceptably prevalent; and

RESOLUTION NO. 225-2024(CRR)

WHEREAS, incarceration, homelessness, poverty, and addiction have a disproportionate impact on transgender individuals, particularly transgender women of color, and persistently result in the loss of lives; and

WHEREAS, violence against transgender people is fostered by the unprecedented wave of laws across the country that discriminate against, stigmatize, and criminalize transgender people, accompanied by ever-increasing hateful rhetoric against the transgender community; and

WHEREAS, transgender people and their allies are pushing back against such discriminatory laws, transphobic rhetoric, and hate violence; and

WHEREAS, transgender people have the same human rights as all people to live free from violence and discrimination, pursuing a life of joy, dignity, and aspirations for a future with respect and love as any other person;

WHEREAS, the City of Cleveland Heights commemorates *Transgender Day of Remembrance* and joins with communities and organizations here and around the world to observe *Transgender Day of Remembrance* on November 20, 2024.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CELVELAND HEIGHTS, OHIO, THAT:

SECTION 1. This Council does hereby recognize November 20, 2024, as *Transgender Day of Remembrance* in Cleveland Heights.

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

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

TONY CUDA
President of Council

RESOLUTION NO. 225-2024(CRR)

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor