## **IMPORTANT NOTICE**

ALL UNIVERSITY HEIGHTS CITY COUNCIL MEETINGS ARE HELD AT THE CLEVELAND HEIGHTS/UNIVERSITY HEIGHTS SCHOOL BOARD 2155 MIRAMAR BOULEVARD ~ CONFERENCE ROOM (1st Floor)

## Join us for a Public Meeting to Discuss the City's Tree Maintenance and Planting Programs 6:00P.M.

The City's Consulting Arborist and the City's current pruning contractor will be present to answer any questions.

## CITY OF UNIVERSITY HEIGHTS, OHIO

## **AGENDA**

**COUNCIL MEETING 7:00PM** 

MONDAY, MARCH 2, 2020

### CLEVELAND HEIGHTS/UNIVERSITY HEIGHTS SCHOOL BOARD 2155 MIRAMAR BOULEVARD

NOTE: Executive Session may follow meeting to discuss legal, personnel and real estate matters. (Motion Required)

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Approval of Minutes
- Comments from the Audience (Speakers are limited to 5 minutes, total time allowed 15 min. per 5. meeting, unless otherwise permitted by Council Ord. No. 91-25)
- 6. Reports and Communications from the Mayor and the taking of action
- 7. Agenda Items:
  - A) Ordinance 2020-13 Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council (NOPEC) 2020 Energized Community Grant (on second reading)
  - B) Ordinance 2020-16 Authorizing Permanent Appropriations for Current and Other Expenditures of the City of University Heights, Ohio for the Period Commencing January 1, 2020 and Ending December 31, 2020 (on first reading)
  - C) Motion to Approve 2019-1 Tree Pruning & Removal Contract Change Order #1 in an amount not to exceed \$14,620
  - D) Motion to Approve GT Environmental Solid Waste Collection Analysis Cost Change Order not to exceed \$3,900
  - E) Motion to hold an Executive Session immediately following this regular meeting for the purpose of discussing personnel, legal and/or real estate matters

#### Reports:

- a) Finance
- b) Law
- c) Public Safety (Police/Fire)
- d) Service e) Building

- f) City Engineer
- g) Communications / Civic Engagement
- h) Economic Development
- i) Housing / Community Development

#### **AGENDA**

## MONDAY, MARCH 2, 2020 REPORTS FROM STANDING COMMITTEES

### **BUILDING/HOUSING**

Chairman

Barbara Blankfeld

## **COMMUNITY OUTREACH**

Chairman

Susan Pardee

## ECONOMIC DELVELOPMENT

Chairman

John Rach

### **FINANCE**

Chairman

Michele Weiss

### **RECREATION**

Chairman

Phillip Ertel

#### **SAFETY**

Chairman

Saundra Berry

## **SERVICE AND UTILITIES**

Chairman

Justin Gould

### **COMMITTEE OF THE WHOLE**

Vice Mayor Michele Weiss

#### **ORDINANCE NO. 2020-13**

#### INTRODUCED BY: MAYOR MICHAEL DYLAN BRENNAN

# AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2020 ENERGIZED COMMUNITY GRANT.

WHEREAS, the City of University Heights, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2020 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of University Heights wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

## NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, THAT:

Section 1. This Council of the City of University Heights finds and determines that it is in the best interest of the City to enter into the Grant Agreement to accept the NEC Grant(s) for 2020, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

Section 2. The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which results in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

	CITY OF UNIVERSITY HEIGHTS	
	Michael Dylan Brennan, Mayor	
First Reading:		
Passed:		
ATTEST:		
Kelly M. Thomas, Clerk of Council		
APPROVED AS TO FORM:		
Luke McConville, Law Director		

#### NOPEC 2020 ENERGIZED COMMUNITY

#### **GRANT AGREEMENT**

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

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

- 1. **Grant of Funds**. Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement.
- 2. Use of Funds. Grantee shall use the Funds granted by Grantor for the Project(s) approved by Grantor. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for an approved 2020 NEC grant project must be requested by December 10, 2021. If Grantee does not request disbursements for the Project(s) approved by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2020 Grant year. For NEC Grants in subsequent years, subject to NOPEC Policy in effect at the time, all disbursements for an approved project must be requested no later than December 10th of the year following the original grant year, or Grantee shall forfeit any unused funds.
- 3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.
- 4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2020, and shall expire on December 31, 2020, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.
- 5. Renewable Energy Credits. Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.
- 6. Records, Access and Maintenance. Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

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

- 7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.
- 8. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.
- 9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

#### 10. Termination.

- (a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.
- (b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

#### 11. Effects of Termination.

- (a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by Grantor prior to such termination.
- (b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

- 12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.
- 13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

#### 14. Miscellaneous.

- (a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.
- (b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.
- (c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II President NOPEC, Inc. 31360 Solon Road Suite 33 Solon, OH 44139

*		^	~	
In	Cace	O.t	Grantee,	to.
TIT	Casc	UI	Granice,	w.

Title:		
Name:		
	, Ohio	

- (e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- (f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.
- (h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.
- (i) Determinations by Grantor Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.
- (j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

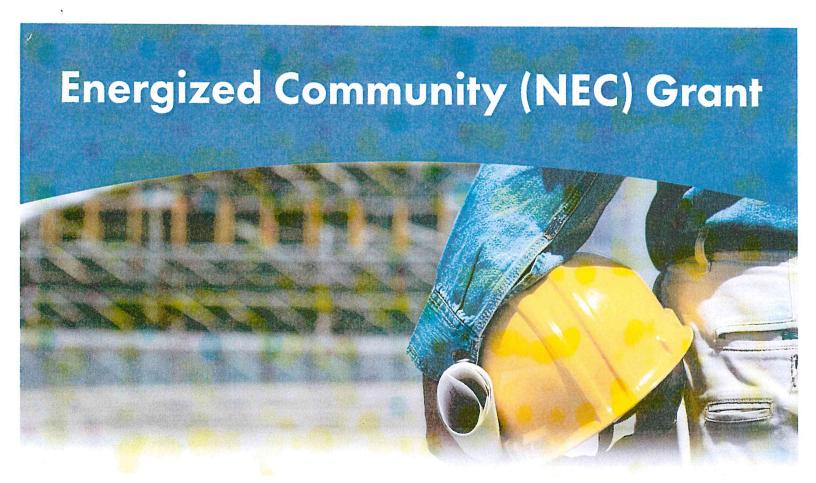
(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

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

GRANTEE:	NOPEC, INC.:
, Ohio	
Individual Authorized by Grantee's Legislation	
By:	By:
Title:	Title:
Date:	Date:

[Signature page to NOPEC 2020 Energized Community Grant Agreement.]



The NOPEC Energized Community (NEC) Grant Program provides grants to NOPEC member communities for energy-related projects.

Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infastructure measures.

## Steps to Securing your Grant Dollars

## 1. Approve Community Legislation

#### 2. Sign Grant Agreement

The person authorized by the legislation must be the one to sign the grant agreement.

#### 3. Create Profile

Contact name entered must match position/person identified in the grant agreement.

#### 4. Create Application

Communities can submit multiple applications for projects and/or escrow funds.

#### Ideas for 2020 Grant Projects

Grants can be used for government, residential and commercial properties. Here are some examples of what you can use for your grant dollars:

- LED signs
- Traffic signal upgrades
- Insulation
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen applicances



## CITY OF UNIVERSITY HEIGHTS INTEROFFICE MEMORANDUM

TO:

CITY COUNCIL

FROM:

DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT:

2020 PERMANENT APPROPRIATIONS – FIRST READING

DATE:

FEBRUARY 26, 2020

CC:

MAYOR MICHAEL BRENNAN

I have provided to Ms. Thomas the proposed budget submission for 2020 permanent appropriations. The level of appropriations requested on behalf of the Administration for 2020 are a result of the continuing review and revision of the original budget proposed earlier this month. Our hope is to have this latest version of the budget added to the agenda of the March 2, 2020 Council meeting for consideration of first reading and to be tentatively scheduled for adoption on March 16, 2020.

The proposed budget as presented in Attachment A has completely eliminated any financing options or debt incurrence in 2020. The Administration has continued to refine the funding request to reduce the level of General Fund reserves necessary to offset the additional payroll in 2020 and also makes use of existing fund balance to support management of a \$307,000 street improvement plan as outlined by the City Engineer and Service Director.

Total revenue projected for the General Fund in 2020 is estimated at \$15,558,800. Estimated annual spending for the General Fund in 2020 is \$15,656,213. The deficit spending level for the General Fund has been reduced to \$97,413 subsequent to further evaluations conducted after last week's Finance Advisory Committee meeting and several discussions with the Vice Mayor.

On an all funds basis, total revenue is projected at \$18,936,221 while total expense is estimated at \$19,477,539. The excess of expenses over revenue for 2020 is \$541,318. Additional funds necessary to support the 27<sup>th</sup> payroll and the street improvement program will be provided by existing balances in the General Fund (#100) and the Street Maintenance and Repair Fund (#200) per the consensus reached at the Finance Advisory Committee Meeting last Thursday.

Again, there is no request for approval of funding from any debt source as part of this budget request. Reductions achieved in the General Fund and Capital Improvement Fund have eliminated the need for borrowing at this time. We look forward to continued discussion with regard to the specifics of the 2020 budget prior to Council's final decision later in March 2020.

#### **ORDINANCE NO. 2020-16**

Introduced By: Mayor Michael Dylan Brennan

AN ORDINANCE AUTHORIZING PERMANENT APPROPRIATIONS FOR CURRENT AND OTHER EXPENDITURES OF THE CITY OF UNIVERSITY HEIGHTS, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020

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

Section 1. To provide for the current expenses and other expenditures for the City of University Heights, Ohio for the period commencing January 1, 2020 and ending December 31, 2020, City Council authorizes the Permanent Appropriations as herein set forth as Attachment A.

Section 2. The Council finds and determined that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

	City of University Heights	
	Michael Dylan Brennan, Mayor	
First Reading:		
Passed:		
Attest: Kelly M. Thomas, Clerk of Council		
Approved as to form:  Luke F. McConville, Law Director	r	

2020 Permanent Appropriations January 1, 2020 to December 31, 2020

## Attachment A

2/26/2020

	_ 2020
	Expense Budget
General Funds for GASB Reporting	
100 General Fund	
Expense	
1100 Public Safety	
Other	1,500.00
Sub Total 1100 Public Safety	1,500.00
1110 Police Department	
Personnel Other	4,151,000.00
Sub Total 1110 Police Department	<u>280,585.00</u> <b>4,431,585.00</b>
1120 Fire Department	
Personnel	3,896,675.00
Other Sub Total 1120 Fire Department	314,640.00 4,211,315.00
	4,211,313.00
1121 Fire Prevention Bureau Personnel	300,175.00
Other	67,050.00
Sub Total 1121 Fire Prevention	367,225.00
1130 Dispatch	
Other Sub Total 1130 Dispatch	387,000.00 387,000.00
1140 Traffic Control	
Personnel	114,290.00
Other Sub Total 1140 Traffic Control	121,330.00
	235,620.00
1150 Animal Control Other	45,000,00
Sub Total 1150 Animal Control	15,000.00 15,000.00
1160 Prisoner Housing	
Other	108,000.00
Sub Total 1160 Prisoner Housing	108,000.00
1170 Prosecutor	
Personnel Other	70,590.00 2,450.00
Sub Total 1170 Prosecutor	73,040.00
1180 Courts	
Other	35,000.00
Sub Total 1180 Courts	35,000.00
1190 County Health Department	
Other Sub Total 1190 County Health	73,788.00 73,788.00

2020 Permanent Appropriations January 1, 2020 to December 31, 2020

1210 Building Department

## Attachment A

2/26/2020

ersonnel	398,500.00
ther	49,720.00
ub Total 1210 Building	448,220.00
220 Housing Danastosaut	
220 Housing Department	
ersonnel	237,150.00
other	72,030.00
ub Total 1220 Housing	309,180.00
230 Community Development	
ersonnel	55,175.00
Other	6,550.00
sub Total 1230 Community	61,725.00
•	- 1,1 - 2.00
240 Economic Development	
ersonnel	107,190.00
Other	42,770.00
sub Total 1240 Economic	149,960.00
240 Deal Ashida	
310 Pool Activity	*
ersonnel	232,800.00
other State of the	102,430.00
sub Total 1310 Pool Activity	335,230.00
320 Summer Recreation Activities	
ersonnel	07.005.00
Other	37,225.00
sub Total 1320 Summer	3,740.00 40,965.00
TO TOTAL TOTAL CANTILLO	40,303.00
330 Recreation - Entertainment	
Other	40,900.00
Sub Total 1330 Recreation -	40,900.00
	Code Code Code Code Code Code Code Code
400 Public Service Department	
Personnel	491,410.00
Other	47,100.00
Sub Total 1400 Public Service	538,510.00
410 Lands and Buildings	
Personnel Other	114,700.00
Sub Total 1410 Lands and	256,300.00
TOTAL 1410 Lands and	371,000.00
420 Refuse Collection	
Personnel	898,050.00
Other	349,100.00
Sub Total 1420 Refuse Collection	1,247,150.00
470 City Engineer	
Personnel	12,500.00
Other Sub Total 1470 City Engineer	90,700.00

CITY OF UNIVERSITY HEIGHTS 2020 Permanent Appropriations	Attachment A
January 1, 2020 to December 31, 2020	2/26/2020
1510 Civil Service Commission	
Personnel Other	1,750.00 11,150.00
Sub Total 1510 Civil Service	12,900.00
1520 City Planning Commission Personnel	2,500.00
Other Sub Total 1520 City Planning	4,660.00 7,160.00
	7,100.00
1530 Board of Zoning Appeals Personnel	4,500.00
Other Sub Total 1530 Board of Zoning	2,375.00 6,8 <b>75.00</b>
1540 Architectural Review Board	0,075.00
Personnel	3,500.00
Other	1,600.00
Sub Total 1540 Architectural	5,100.00
1600 General City Administration	
Personnel Other	79,425.00 435,825.00
Sub Total 1600 General City	515,250.00
1610 Mayor's Office	
Personnel	192,600.00
Other Sub Total 1610 Mayor's Office	20,900.00 213,500.00
1620 City Council	
Personnel	127,000.00
Other	23,345.00
Sub Total 1620 City Council	150,345.00
1630 Finance Department Personnel	240 075 00
Other	318,875.00 363,700.00
Sub Total 1630 Finance	682,575.00
1640 Law Department	
Personnel	79,630.00
Other Sub Total 1640 Law Department	150,500.00 230,130.00
1650 Civic Engagement	
Personnel	87,350.00
Other	37,850.00
Sub Total 1650 Civic Engagement	125,200.00
1660 Community Relations	
Personnel Other	19,015.00 20,050.00
	20,000.00

Sub Total 1660 Community

39,065.00

2020 Permanent Appropriations January 1, 2020 to December 31, 2020	2/26/2020
1999 Transfers and Advances Other Sub Total 1999 Not Defined	83,000.00 83,000.00
Sub Total 100 General Fund	15,656,213.00
101 Unclaimed Monies Fund	
Expense	
1600 General City Administration Other	2 500 00
Sub Total 1600 General City	2,500.00 2,500.00
Sub Total 101 Unclaimed	2,500.00
Sub Total General Funds for GASB	15,658,713.00
Special Revenue Funds	
200 Street Maintenance Fund	
Expense	
1430 Street Maintenance and Repair	4
Personnel Other	248,250.00
Sub Total 1430 Street Maintenance	702,400.00 950,650.00
1470 City Engineer	
Other	55,000.00
Sub Total 1470 City Engineer	1,005,650.00
Sub Total 200 Street	1,005,650.00
201 Sewer & Water Maintenance Fund	
Expense	
1440 Sewer and Water Maintenance Personnel	95,675.00
Other	644,800.00
Sub Total 1440 Sewer and Water	740,475.00
1470 City Engineer Other	5,000.00
Sub Total 1470 City Engineer	5,000.00
Sub Total 201 Sewer & Water	745,475.00
202 Shade Tree Maintenance Fund	
Expense	
1450 Shade Tree Maintenance	
Personnel Other	17,330.00 150,250.00
Sub Total 1450 Shade Tree	167,580.00
Sub Total 202 Shade Tree	167,580.00

Attachment A

CITY OF UNIVERSITY HEIGHTS

2020 Permanent Appropriations January 1, 2020 to December 31, 2020

## Attachment A

2/26/2020

## 203 Street Lighting Fund

Expense	
1460 Street Lighting	
Other	194,000.00
Sub Total 1460 Street Lighting	194,000.00
Sub Total 203 Street Lighting	194,000.00
210 Police Pension Fund	
Expense	
1110 Police Department	
Personnel	111,000.00
Sub Total 1110 Police Department	111,000.00
Sub Total 210 Police Pension	111,000.00
211 State & Local Law Enforcement Fund	
Expense	
1110 Police Department	
Other Sub Total 1110 Police Department	17,000.00 17,000.00
	17,000.00
Sub Total 211 State & Local	17,000.00
212 Federal Law Enforcement Fund	
Expense	
1110 Police Department	
Other Sub Total 1110 Police Department	15,000.00 15,000.00
Sub Total 212 Federal Law	15,000.00
213 Community Diversion Grant Fund	
Expense	
1110 Police Department	
Other	15,000.00
Sub Total 1110 Police Department	15,000.00
Sub Total 213 Community	15,000.00
214 BCI & FBI Fee Fund	
Expense	
1110 Police Department	
Other Sub Tatal 1110 Police Department	5,500.00
Sub Total 1110 Police Department	5,500.00
Sub Total 214 BCI & FBI Fee	5,500.00

CITY OF UNIVERSITY HEIGHTS	Attachment A
2020 Permanent Appropriations January 1, 2020 to December 31, 2020	2/26/2020
220 Fire Pension Fund	
Expense	
1120 Fire Department	
Personnel	104,000.00
Sub Total 1120 Fire Department	104,000.00
Sub Total 220 Fire Pension	104,000.00
221 Ohio Department of Public Safety (ODPS) Grant Fund	
Expense	
1120 Fire Department	
Other Sub Total 1120 Fire Department	4,000.00
•	
Sub Total 221 Ohio Department	4,000.00
222 Federal Emergency Management Agency (FEMA) Grant Fund	
Expense	
1120 Fire Department	
Other Sub Total 1120 Fire Department	8,000.00
Sub Total 1120 Fire Department	8,000.00
Sub Total 222 Federal	8,000.00
230 Ohio Board of Building Standards Fee Fund	
Expense	*
1210 Building Department	
Other Sub Total 1210 Building	4,000.00
-	
Sub Total 230 Ohio Board of	4,000.00
231 Construction Deposits Fund	
Expense	
1210 Building Department	
Other Sub Total 1210 Building	12,000.00 12,000.00
	12,000.00
1470 City Engineer Other	5,000.00
Sub Total 1470 City Engineer	5,000.00
Sub Total 231 Construction	17,000.00
232 Street Opening Deposit Fund	
Expense	
1210 Building Department	
Other	500.00
Sub Total 1210 Building	500.00
Sub Total 232 Street Opening	500.00

2020 Permanent Appropriations
January 1, 2020 to December 31, 2020

#### Attachment A

438,930.00

2/26/2020

240 University Square TI
--------------------------

Expense

1250 TIF Accounting

 Other
 373,856.00

 Sub Total 1250 TIF Accounting
 373,856.00

Sub Total 240 University 373,856.00

242 Ohio Department of Natural Resources (ODNR) Grant Fund

Expense

1999 Not Defined

 Other
 40,000.00

 Sub Total 1999 Not Defined
 40,000.00

Sub Total 242Ohio Department40,000.00Sub Total Special Revenue Funds2,827,561.00

**Debt Service Funds** 

300 General Obligation Debt Fund

Expense

Other

1600 General City Administration

Sub Total 1600 General City 438,930.00

Sub Total 300 General

Sub Total Debt Service Funds

438,930.00

438,930.00

2020 Permanent Appropriations January 1, 2020 to December 31, 2020 Attachment A

2/26/2020

		- 520	
Capital	Pro	iect	Funde
Capital	1 10	ICCL	i ulius

#### 400 General Capital Improvements Fund

Expense

Other

Other

267,760.00 **267,760.00** 

66,000.00

66,000.00

Other 69,000.00

69,000.00

Sub Total 400 General Capital 402,760.00

#### 401 Sewer & Water Capital Improvements Fund

Expense

Other

149,575.00

149,575.00

Sub Total 401 Sewer & Water Capital Improvements

149,575.00

**TOTAL ALL FUNDS:** 

19,477,539.00



#### CITY OF UNIVERSITY HEIGHTS SERVICE DEPARTMENT **MEMORANDUM**

To:

City Council

Mayor Michael Dylan Brennan

From:

Jeffrey Pokorny, Service Director

Date:

February 26, 2020

Re:

2019-1 Tree Pruning & Removal Contract- Change Order #1

Approval Recommendation.

As part of the 2019-1 Tree Pruning & Removal Contract Parks Tree Inc. was required to inspect trees prior to performing work as bid. Following their inspections, they provided a list of recommended changes to the City and to the City Consulting Arborist. The list has been reviewed by both and we agree that the additional work is necessary.

Attached please find the list of additional work with pricing. The itemized cost of proposed work was confirmed to be in compliance with Parks Tree Inc. original bid and work that was not performed on the listed trees will be credited.

The original bid and subsequent contract was for \$89,498. To date there have been two approved pay applications for a total of \$86,368. The credit for work not performed is \$3,080. The requested work needed in change order #1 totals \$17,700 minus the \$3,080 credit equals \$14,620.

I respectfully request your approval of the 2019-1 Tree Pruning and Removal Project- Change Order #1 in the amount of \$14,620.

This brings the 2019-1 Tree Pruning and Removal Project total award to \$104,118. Funds for this expenditure are available in the Shade Tree Maintenance Fund 202-1450-55340.

Should you have any questions or require additional information please contact me.

2019-2 Code 4 Removals recommendations reviewed and approved by Jason

91 4355 Baintree - F1 - Decay in old wound on street side, recommend removal. Approved 1-21-2020 - (\$576)

114 4314 Groveland - F1 - Infected EAB, recommend removal. Approved 1-7-2020 - (\$400)

127 4366 Groveland - F1 - Decay in main trunk and significant tip die off, recommend removal. Approved 1-7-2020 - (\$144)

217 4325 Groveland - F1 - Split in main lead, hazardous, recommend removal. Approved 1-7-2020 - (\$50)

245 4364 Churchill - F2 - Infected EAB, recommend removal. Approved 1-7-2020 - (\$256)

328 14474 Summerfield - F1 - Significant decay throughout tree, recommend removal. Approved 1-21-20 - **(\$64)** 

360 4290 Silsby - F1 - Infected EAB, recommend removal. Approved 1-7-2020 - (\$256)

371 4330 Silsby - F1 - Trunk rot, recommend removal. Approved 1-7-2020 - (\$484)

380 4362 Sllsby - F1 - Storm damage, recommend removal. Approved 1-7-2020 - (\$256)

410 4470 Silsby - F1 - Decay on trunk and in main crotches. Main leader is also dead. Decay found throughout tree, recommend removal. Approved 1-7-2020 - (\$4700)

416 4494 Silsby - F1 - Fungal growth, visible decay, and large branch failure. Approved 1-7-2020 - (\$4700)

429 4473 Silsby - F1 - Significant decay throughout main crotch, old cuts, and other crotches. Fungus growth is present with standing water in main crotches as well. Recommend removal. Approved 1-7-2020 - (\$676)

995 American Elm by tennis courts. After pruning the tree will not be viable. Recommend removal. Note-need to determine ownership before removal Approved 1-21-2020 - (\$576)

2478 Fenwick - F1 Crab. Added to Removal List Per Jeff email on 1/17/2020 - (\$336)

679 4521 University @S.Green F4 Decay in old wound, large amounts of deadwood, recommend removal. Approved 2-11-20 - (\$50)

808 14401 E. Carroll F2 Dead leaders, significant damage from utility pruning, there will be nothing left once we prune to specs, recommend removal. Approved 2-11-20 - (\$256)

814 14393 E. Carroll @White F4 Trunk rot, visible decay, utility pruning damage, recommend removal. Approved 2-11-20 - (\$676)

847 14301 Washington F1 Decay in main crotch, decay in base of tree street side, lean indicating root heaving visibly observable, recommend removal. Approved 2-11-20 - (\$2800)

1007 2416 Fenwick F1 Large hole in the main leader, removal of leader would eliminate 50% of tree. Approved 2-11-20 - (\$144)

Purvis Park - Dead Tree located at Purvis Parks near tennis courts. Approved for removal per Jeff on original walk through of Park - (\$300)



### CITY OF UNIVERSITY HEIGHTS SERVICE DEPARTMENT **MEMORANDUM**

To:

City Council

Mayor Michael Dylan Brennan

From:

Jeffrey Pokorny, Service Director

Date:

February 26, 2020

Re:

GT Environmental Solid Waste Collection Analysis

On March 3, 2019 the City of University Heights executed a contract with GT Environmental to update the 2008 Solid Waste Collection Analysis. As part their proposal and subsequent contract they provided a schedule and estimated hourly commitment anticipated to perform the project. The schedule called for study, review, field work and report drafting from May 2019 through July 2019 with presentation of their final report to City Council July 31, 2019. With this schedule they estimated 91 man-hours at a cost of \$13,854. To date GT Environmental has exceed the estimated number of man-hours due the City's request for additional analysis and the City's extended schedule for completion.

I respectfully request City Council approval of a Change Order to increase the previously approved cost not to exceed by \$3,900 to cover current overages and final presentation of the report to City Council.

Should you have any questions or require additional information please contact me.