

THE CITY OF UNIVERSITY HEIGHTS, OHIO
CITY COUNCIL MEETING via ZOOM
AGENDA

7:00PM

WEDNESDAY, SEPTEMBER 9, 2020

The City of University Heights is inviting you to a Public Meeting hosted electronically by Zoom on **WEDNESDAY, Sept., 9, 2020 at 7pm.**

Join Zoom Meeting

<https://us02web.zoom.us/j/88520765002>

Meeting ID: 885 2076 5002

One tap mobile

+19292056099,,88520765002# US (New York) 13017158592,,88520765002# US
+(Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 885 2076 5002

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
5. Comments from the Audience (Speakers are limited to 5 minutes, total time allowed 15 min. per 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) Resolution 2020-34 Authorizing the Mayor to enter into an Agreement with the City of South Euclid to Share Proportionate Costs and Engineering Services associated with the 2021 Cedar Road Resurfacing Project and Declaring an Emergency
 - B) Resolution 2020-35 Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Fiscal Officer
 - C) Resolution 2020-36 Levying Tax Year 2020 Special Assessments for the Cost of Constructing, Maintaining Repairing, and Cleaning of the Sanitary Sewer System within the City and Declaring an Emergency
 - D) Resolution 2020-37 Levying Tax Year 2020 Special Assessments for the Cost of Street Lighting within the City on All Designated Properties Served by Street Lights at the Rate of Eighty Cents (\$0.80) Per Frontage Foot, and Declaring an Emergency
 - E) Resolution 2020-38 Levying Tax Year 2020 Special Assessments for the Cost of Planting, Maintaining, Trimming, and Removing Shade Trees at the Rate of Seventy Cents (\$0.70) Per Frontage Foot, and Declaring an Emergency

- F) Ordinance 2020-39 Levying Special Assessments for Providing City Services in the Removal of Nuisance Conditions (Lawn Care) at Various Locations throughout the City of University Heights and Declaring an Emergency
- G) Motion Authorizing the Mayor to Extend and Enter into Contract for the City's Natural Gas Contract with NOPEC for one (1) year at a rate of \$3.10mcf
- H) Ordinance 2020-40 Amending the Authorized 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 and Declaring an Emergency
- I) Ordinance 2020-41 Authorizing the Transfer of Funds from the General Fund (100) to the Payroll Stabilization Fund (299) and Declaring an Emergency
- J) Ordinance 2020-42 Advance of Funds from the ODNR Fund (242) to the General Fund (100) and Declaring an Emergency
- K) Ordinance 2020-43 Authorizing the Mayor to Execute an Agreement for the Transfer and Disposal of Solid Waste Services and Declaring an Emergency
- L) Motion to Authorizing the Mayor to enter into Agreement for the Transfer and Disposal of Solid Waste with Browning Ferris Industries of Ohio, Inc. (BFI) for a period for two (2) years October 1, 2020 through September 30, 2022
- M) Ordinance 2020-44 Authorizing the Mayor to Execute an Agreement for Recycling Processing Services between University Heights and Kimble Company and Declaring an Emergency
- N) Motion to Authorizing the Mayor to enter into Agreement for Recycling Processing Services with Kimble Company, dba Kimble Transfer & Recycling for a period for two (2) years October 1, 2020 through September 30, 2022
- O) Motion for Authorization to Bid the 2020-1 City Wide Fall Tree Planting Program Contract
- P) Motion for Authorization to Bid the 2020-2 Tree Pruning and Removal Contract
- Q) Motion to Accept Radiological Instrumentation from the Ohio Emergency Management Agency (OEMA) the Receiving and the Calibration of one (1) Ludlum 26-3 High Range Frisker and five (5) Pocket Dosimeters
- R) Motion Authorizing the Mayor to Enter into a Memorandum of Understanding (MOU) with Cuyahoga County for the Permanent Transfer of Ownership of one (1) Ludlum 26-3, CDV-750 Charger and Direct Reading Dosimeters
- S) Motion to hold an Executive Session immediately following this Regular Meeting for the Purpose of Discussing Personnel, Legal and/or Real Estate Matters

Directors Reports:

- | | |
|--------------------------------|--------------------------------------|
| a) Finance | f) City Engineer |
| b) Law | g) Communications / Civic Engagement |
| c) Public Safety (Police/Fire) | h) Economic Development |
| d) Service | i) Housing / Community Development |
| e) Building | |

8. Adjournment

AGENDA

WEDNESDAY, SEPTEMBER 9, 2020
REPORTS FROM STANDING COMMITTEES

BUILDING/HOUSING

Chairman
Barbara Blankfeld

COMMUNITY OUTREACH

Chairman
Susan Pardee

ECONOMIC DEVELOPMENT

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

RESOLUTION NO. 2020-34

INTRODUCED BY: Mayor Michael Dylan Brennan

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF SOUTH EUCLID TO SHARE PROPORTIONATE COSTS AND ENGINEERING SERVICES ASSOCIATED WITH THE 2021 CEDAR ROAD RESURFACING PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights wishes to move forward with the planned 2021 Resurfacing of Cedar Road from South Green Road to the City's western border near Washington Blvd.; and

WHEREAS, the City of University Heights has achieved significant cost savings by collaborating with Cuyahoga County and the City of South Euclid; and

WHEREAS, the City of University Heights desires to enter into an agreement with the City of South Euclid to share proportionate project costs and engineering services associated with the 2021 Cedar Road Resurfacing Project, a copy of which is attached hereto.

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

Section 1. That the Mayor be and is hereby authorized to enter into an Agreement with the City of South Euclid for the sharing of engineering services and proportionate cost associated with the 2021 Cedar Road Resurfacing Project, a copy of which is attached hereto.

Section 2. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution 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 action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS

Michael Dylan Brennan, Mayor

Passed: _____

ATTEST:

Kelly M. Thomas, Clerk of Council

APPROVED AS TO FORM:

Luke F. McConville, Law Director

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 39-20
INTRODUCED BY: Frank
REQUESTED BY: Mayor

July 13, 2020

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF UNIVERSITY HEIGHTS TO SHARE PROPORTIONATE COSTS AND ENGINEERING SERVICES ASSOCIATED WITH THE 2021 CEDAR ROAD RESURFACING PROJECT.

WHEREAS, the City wishes to move forward with the planned 2021 resurfacing of Cedar Road from South Green Road to the City's western border near Washington Blvd; and

WHEREAS, the City has achieved significant cost savings by collaborating with Cuyahoga County and the City of University Heights; and

WHEREAS, the City of South Euclid desires to enter into an agreement with the City of University Heights to share proportionate project costs and engineering services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Euclid, Ohio:

Section 1: That the Mayor be and she is hereby authorized to enter into an Agreement with the City of University Heights for the sharing of engineering services and proportionate costs, a copy of which is attached hereto.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2020.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING
July 13, 2020
8:00 PM

Meeting Conducted Via WebEx Meeting Platform

PUBLIC ACCESS FOR RESIDENTS:

Please go to the City's Homepage at www.cityofsoutheuclid.com
and click the "Join City Council Meeting Link"
at the top of the webpage.

The Password to Join the Meeting is:
gWDE4GJtJ35 (49334458 from phones and video systems)

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES June 8, 2020
4. REPORT OF MAYOR
5. REPORT OF LAW DIRECTOR & DEPARTMENTAL HEADS
6. REPORT OF SCHOOL DISTRICT
7. PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS
8. REPORT OF COMMITTEES

Committee of the Whole

1. Resolution 37-20 Submitting the question of renewing an existing tax levy for the purpose of providing funds for the general construction, reconstruction, resurfacing and repair of roads and streets in the city. Together with all necessary incidentals and appurtenances thereto, pursuant to Ohio Revised Code Section 5705.19, to the electors of the City of South Euclid. **Second Reading.**

9. LEGISLATION REQUESTED BY CITY COUNCIL

1. Ordinance 09-20 Creating Section 505.22 "Feeding of Wildlife and Stray Animals Prohibited" of Chapter 505 "Animals and Fowl" of Part Five "General Offenses Code" of the Codified Ordinances of the City of South Euclid, Ohio. First Reading.

10. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Resolution 38-20 Authorizing the appropriation of unappropriated funds in the following fund: "Local Coronavirus Relief Fund #925" for expenditures related to the Coronavirus Aid, Relief and Economic Security (CARES) Act. First Reading.

2. Resolution 39-20 Authorizing the Mayor to enter into an agreement with the City of University Heights to share proportionate costs and engineering services associated with the 2021 Cedar Road Resurfacing Project. First Reading.
3. Resolution 40-20 Authorizing the appropriation of unappropriated funds in the amount of \$211,213 in the "Road Improvement Fund #425" for the Hinsdale Road Community Development Block Grant Fund Resurfacing Project. First Reading.

11. PUBLIC HEARINGS (OPEN MEETING) RELATED TO OPEN BUSINESS

12. COMMUNICATIONS OF CITY COUNCIL

13. ADJOURN

Resolution 2020-35

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of University Heights, Cuyahoga
County, Ohio, met in Regular session on the 9th day of September
(Regular Or Special)
2020, at the office of Via Zoom Meeting with the following members
present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,
2021; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of University Heights,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			2.55	8.45
General Bond Retirement Fund			0.50	0.70
Police Pension			0.50	
Park Fund				0.00
Recreation Fund				
Fire Pension Fund			0.50	
TOTAL	\$0	\$0	4.05	9.15

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.		
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this Resolution to the Fiscal Officer of said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20_____.

Attest:

President of Council

Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, Cuyahoga County, ss.

I, Kelly M. Thomas, Clerk of the Council of the City
of University Heights within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original Resolution #2020-35

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. Resolution 2020-35

COUNCIL OF THE CITY OF

City of University Heights

Cuyahoga County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Fiscal Officer

By _____
Deputy



FISCAL DEPARTMENT

August 13, 2020

Dear: Fiscal Officer

Attached is the Tax Rate Resolution for tax year 2020.

Please adopt the tax rates for your subdivision and E-mail a signed Tax Rate Resolution to our office by September 30, 2020.

Feel free to contact the Budget Commission if you have any questions or concerns.

Thank you,


Sincerely,

Bryan Dunn, Administrator

Cuyahoga County Budget Commission

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR 

SUBJECT: SPECIAL ASSESSMENTS FOR TAX YEAR 2020

DATE: SEPTEMBER 2, 2020

CC: KELLY THOMAS, CLERK OF COUNCIL

There are three (3) resolutions on the Council agenda for the meeting scheduled for September 9, 2020. These resolutions extend the requests for assessments to property parcels in the City that were approved by Council in 2019 for collection in 2020. Approval of these three (3) ordinances will extend the provisions of the special assessment legislation passed last year and will support funding for special purposes in 2021.

All special assessments need to be filed with Cuyahoga County on or before September 14, 2020 per the most recent notification received from the County Budget Commission.

Last year, Resolution 2019-37 defined the necessity for levying special assessments for the purpose of funding expenses related to the construction, maintenance, repair and cleaning of the City's sanitary sewer system.

Council approved charges of \$64.00 per property for sewer operating costs and \$14.00 per property for sewer debt service and capital costs. The assessments will be levied as part of Cuyahoga County's property tax administration program and shall be billed to property owners in two (2) installments as part of the County's first and second half billing program.

No provisions of last year's resolution have changed this year. All costs previously approved by Council will remain the same for tax year 2020 (collected 2021). The metrics used in determining the assessment on each property have likewise not changed from those included in last year's resolution. Revenue derived from these special assessments is deposited into Funds 201 and 401.

Resolution 2019-38 was approved July 1, 2019 and established the assessments to be placed on parcels in the City for the cost of planting, maintaining, trimming and removing shade trees. The assessment for shade trees is based on a charge applied on a per frontage foot basis. The cost approved last year was \$0.70 per frontage foot per property. That charge will not be revised or otherwise adjusted for tax year 2020. Revenue from these assessments is deposited into Fund 202.

Similarly, Resolution 2019-39 approved last July established rates to be assessed to parcels within the City for the purpose of funding expenses related to general street lighting. This charge is also based on a per frontage foot basis. The rate established by Council last year, \$0.80 per frontage foot per property will not change in this year's resolution for tax year 2020.

Revenue for street lighting special assessments is deposited into Fund 203.

Each of the resolutions approved by Council in 2019 assumed that the level of funding produced by the special assessments would constitute approximately 98% of the resources necessary to support the annual cost of each program. The remainder of the total resources needed (2% or anything additional if not sufficient) would come from other funding sources maintained by the City, primarily the General Fund.

Later in the year, we will prepare a reconciliation of total revenue produced in 2020 by special assessments levied in tax year 2019 to determine what additional resources will be needed, through transfers from the General Fund, for each of the funds that are beneficiaries of assessments.

A separate resolution related to grass cutting fines and fees will be presented to Council for review and approval at the meeting on September 9, 2020. By law, unpaid fees and fines for housing violations pertaining to landscape issues may be added on to the property tax bill issued by the County for the current tax year.

RESOLUTION NO. 2020-36

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2020 SPECIAL ASSESSMENTS FOR THE COST OF CONSTRUCTING, MAINTAINING REPAIRING, AND CLEANING OF THE SANITARY SEWER SYSTEM WITHIN THE CITY, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights provides for the constructing, maintaining, repairing, and cleaning of sanitary sewers within the City; and

WHEREAS, the City Council of the City of University Heights has adopted, pursuant to Ohio Revised Code Section 727.12, a Resolution of Necessity (Resolution 2019-37) for sewer operating and sewer capital special assessments to fund the costs of providing ongoing improvements in the form of constructing, maintaining, repairing, and cleaning of sanitary sewers within the City; and

WHEREAS, the Assessment Equalization Board appointed, pursuant to Ohio Revised Code Section 727.16, by the City Council of the City of University Heights held hearings on Tuesday August 27, 2019 to hear objections filed in response the Resolution of Necessity (Resolution 2019-37) for street lighting specials assessments, resulting in the adoption of an agreement with John Carroll University and its affiliates for assessments in connection with the constructing, maintaining, repairing, and cleaning of sanitary sewers within the City; and

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of constructing, maintaining, repairing, and cleaning of sanitary sewers within the City, upon all property within the City at a rate of \$64.00 for sewer operating costs per Sewer Base Unit and \$14.00 for sewer debt service and capital costs per Sewer Base Unit for tax year 2020. The Council determines the square footage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2020.

Section 2. The Finance Director shall prepare an assessment for tax year 2020 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the parcels of the following categories of residential land use shall be assessed for the following number of Sewer Base Units.

- a) 1-FAMILY PLATTED LOT shall be assessed for ONE Sewer Base Unit
- b) 2-FAMILY PLATTED LOT shall be assessed for TWO Sewer Base Units
- c) 3-FAMILY PLATTED LOT shall be assessed for THREE Sewer Base Units
- d) RESIDENTIAL CONDO shall be assessed for ONE Sewer Base Unit
- e) RESIDENTIAL VACANT LAND shall be assessed for ZERO Sewer Base Units
- f) OTHER RESIDENTIAL PLATTED shall be assessed for ZERO Sewer Base Units

Section 4. The Council incorporates the agreement reached by John Carroll University and the City of University Heights on August 27, 2019 (“Agreement”), and adopted by Council based upon the recommendation of the Assessment Equalization Board, into this Resolution.

Section 5. The Council determines that in accordance with the Agreement, the following parcels with single family homes shall be treated as “1-FAMILY PLATTED LOT” land use code until action is taken by the City of University Heights and John Carroll University to correct the land use code and/or code the parcels with the County Fiscal Officer of Cuyahoga County, Ohio, as residential parcels:

- 721-05-023 2582 Milford Road Single Family House
- 721-05-024 2574 Milford Road Single Family House
- 721-05-036 2560 Miramar Blvd. Single Family House
- 721-05-037 2554 Miramar Blvd. Single Family House
- 721-05-039 2542 Miramar Blvd. Single Family House
- 721-05-040 2536 Miramar Blvd. Single Family House
- 721-05-041 2520 Miramar Blvd. Single Family House
- 721-06-018 2590 Milford Road Single Family House
- 721-06-019 2596 Milford Road Single Family House
- 721-06-020 2602 Milford Road Single Family House
- 721-06-021 2614 Milford Road Single Family House

Section 6. The Council determines that in accordance with the Agreement, the following parcels sharing a single-family home, primarily constructed on Parcel #721-05-41, shall be treated as “OTHER RESIDENTIAL PLATTED” land use code despite a different land use code applied by County Fiscal Officer of Cuyahoga County, Ohio:

- 721-05-042 Listed with 721-05-041 2520 Miramar
- 721-05-043 Listed with 721-05-041 2520 Miramar

Section 7. The Council determines that in accordance with the Agreement, the following parcels with duplex family homes shall be treated as “2-FAMILY PLATTED LOT” land use code until action is taken by the City of University Heights and John Carroll University to correct the land use code and/or code the parcels with the County Fiscal Officer of Cuyahoga County, Ohio, as residential parcels:

- 721-05-016 2553 Warrensville Ctr. Duplex
- 721-05-018 2563 Warrensville Ctr. Duplex
- 721-05-019 2569 Warrensville Ctr. Duplex
- 721-05-022 2583 Warrensville Ctr. Duplex
- 721-06-007 4070 Carroll Blvd. Duplex
- 721-06-011 2619 Warrensville Ctr. Duplex
- 721-06-013 2609 Warrensville Ctr. Duplex
- 721-06-014 2603 Warrensville Ctr. Duplex
- 721-06-015 2599 Warrensville Ctr. Duplex
- 721-06-016 2595 Warrensville Ctr. Duplex

Section 8. The Council determines the parcels with any type of apartment land use category identifying the parcel as containing more than three apartment units shall be assessed for ONE Sewer Base Units per apartment unit contained on the parcel. The Council determines when an apartment building containing more than three apartment units is situated upon more than one parcel of common ownership, all of the assessed Sewer Base Units of that apartment building may be assessed to just one of the parcels with common ownership, as deemed appropriate by the Finance Director. The final determination of the number of apartment units per building and/or parcel shall be made by the Finance Director based upon information obtained from the Building Department, Housing Department, and/or Fire Prevention Bureau of the City.

Section 9. The Council determines that in accordance with the Agreement, the following parcels identified in the Agreement as Campus Parcels shall be assessed ONE Sewer Base Units per six thousand (6,000) square feet of parcel land area:

- 721-07-001 20700 North Park Blvd.
- 721-07-002 20700 North Park Blvd.
- 721-07-003 South Belvoir Blvd.
- 721-07-004 South Belvoir Blvd.
- 721-07-005 Carroll Blvd. Rear
- 721-07-006 20700 North Park Blvd.
- 721-07-008 Washington Blvd. (Murphy Hall)
- 721-18-031 2200 South Green Road
- 721-22-011 20700 South Belvoir Blvd.
- 721-22-016 South Belvoir Blvd.
- 721-22-064 South Belvoir Blvd.
- 721-22-065 South Belvoir Blvd.

- 721-22-066 South Belvoir Blvd. Rear
- 721-24-003 2563 South Belvoir Blvd.
- 721-24-004 2567 South Belvoir Blvd.
- 721-24-020 Claver Road Rear
- 721-24-021 South Belvoir Blvd.

Section 10. The Council determines all remaining parcels within the City shall be assessed ONE Sewer Base Units per two thousand (2,000) square feet of parcel land area.

Section 11. Except as otherwise provided in this ordinance, the Council determines the land use categories and parcel land area used in the above categorizations and calculations shall be based upon the data contained in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio.

Section 12. The Finance Director shall prepare an assessment for tax year 2020 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 13. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2020 for collections in 2021 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 14. The Council finds and determined that all formal actions of this Council relating to the adoption of this Resolution 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.

Section 15. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the September deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form: _____
Luke F. McConville, Law Director

RESOLUTION NO. 2020-37

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2020 SPECIAL ASSESSMENTS FOR THE COST OF STREET LIGHTING WITHIN THE CITY ON ALL DESIGNATED PROPERTIES SERVED BY STREET LIGHTS AT THE RATE OF EIGHTY CENTS (\$0.80) PER FRONTAGE FOOT, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights provides street lighting along the streets of the City; and

WHEREAS, the City Council of the City of University Heights has adopted, pursuant to Ohio Revised Code Section 727.12, a Resolution of Necessity (Resolution 2019-39) for ongoing, annual street lighting special assessments to fund the costs of providing ongoing improvements in the form of installing, repairing, operating, and maintaining street lights in public places in the City; and

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of installing, repairing, operating, and maintaining street lights in public places in the City, upon the foot frontage of all property abutting any of the streets of the City at a rate of eighty cents (\$0.80) per frontage foot for tax year 2020. The Council determines the foot frontage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2020.

Section 2. The Finance Director shall prepare an assessment for tax year 2020 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2020 for collections in 2021 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 4. The Council finds and determined that all formal actions of this Council relating to the adoption of this Resolution 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.

Section 5. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the September deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form: _____
Luke F. McConville, Law Director

RESOLUTION NO. 2020-38

Introduced By: Mayor Michael Dylan Brennan

A RESOLUTION LEVYING TAX YEAR 2020 SPECIAL ASSESSMENTS FOR THE COST OF PLANTING, MAINTAINING, TRIMMING, AND REMOVING SHADE TREES AT THE RATE OF SEVENTY CENTS (\$0.70) PER FRONTAGE FOOT, AND DECLARING AN EMERGENCY

WHEREAS, the City of University Heights provides for the planting, maintaining, trimming, and removing of shade trees along the streets of the City; and

WHEREAS, the City Council of the City of University Heights has adopted, pursuant to Ohio Revised Code Section 727.12, a Resolution of Necessity (Resolution 2019-38) for ongoing, annual shade trees special assessments to fund the costs of providing ongoing improvements in the form of planting, maintaining, trimming, and removing shade trees along the streets of the City; and

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

Section 1. The Council levies a special assessment, for the cost and expense necessary to provide ongoing improvements in the form of planting, maintaining, trimming, and removing shade trees along the streets of the City, upon the foot frontage of all property abutting any of the streets of the City at a rate of seventy cents (\$0.70) per frontage foot for tax year 2020. The Council determines the foot frontage in the parcel listings provided by County Fiscal Officer of Cuyahoga County, Ohio, shall be used in the calculation of said special assessment. The Council determines said special assessment shall be levied in two installments for tax year 2020.

Section 2. The Finance Director shall prepare an assessment for tax year 2020 in accordance with the special assessment methodology described above. Said assessment shall identify the amount of the special assessment against each assessed parcel. The Finance Director shall file a copy of said assessment with the Clerk of Council.

Section 3. The Council determines the method of collection of said special assessment shall be via certification by the Finance Director of said special assessments to the County Fiscal Officer of Cuyahoga County, Ohio, for collection in the same manner as City property taxes upon the property tax duplicates for collection in the subsequent year. The Finance Director shall perform the certification of said special assessment for tax year 2020 for collections in 2021 in the manner prescribed by the County Fiscal Officer of Cuyahoga County, Ohio.

Section 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution 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.

Section 5. This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, the emergency being the need to certify special assessments to the County Fiscal Office by the September deadline. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor


Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved as to Form: _____
Luke F. McConville, Law Director

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR 

SUBJECT: NUISANCE SPECIAL ASSESSMENTS FOR TAX YEAR 2020

DATE: SEPTEMBER 2, 2020

CC: KELLY THOMAS, CLERK OF COUNCIL

Attached is a list of properties that have been issued citations under provisions contained in Section 1084 of the City's Codified Ordinances. All of the property owners of record have been issued invoices for services procured by the City to remedy violations determined by the Housing Department.

Council is requested to approve filing these outstanding amounts as special assessments, the balances of which will be added to the parcel amounts due for tax bills issued in 2021 by the Cuyahoga County Treasurer. Here is the relevant language in section 1084.04 that directs filing unpaid fees and fines with the County Auditor (Fiscal Officer):

In the event of default of payment the total bill shall be certified to the County Auditor for collection in the same manner as other taxes and assessments are assessed and collected.

Special assessments are required to be presented to the County Fiscal Office on or before September 14, 2020.

Attachment

ORDINANCE NO. 2020-39

Introduced By: Mayor and Council as a Whole

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR PROVIDING CITY SERVICES IN THE REMOVAL OF NUISANCE CONDITIONS (LAWN CARE) AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF UNIVERSITY HEIGHTS AND DECLARING AN EMERGENCY

WHEREAS, Section 1084.02 of the Codified Ordinances of the City of University Heights prohibits nuisance conditions as defined in Section 1084.01 of the Codified Ordinances, and

WHEREAS, Pursuant to Section 1084.04 of the Codified Ordinances, the Building Commissioner has caused written notice to be served at the last known residence or place of business of the owner, occupant or person having control of such lot or parcel of land notifying him that noxious weeds are growing and/or accumulating on such property and that they must be cut and disposed of within five days after service of such notice. If the owner or person in control of the lot or land fails to abate the nuisance after being notified, such nuisance may be abated by the Building Commissioner. The cost of abating such nuisance shall be charged to the owner of the property affected, payable within ten days from the date of delivery of the bill to the owner or person in control of the premises, and

WHEREAS, In default of payment, such person shall be assessed against the property and the total bill shall be certified to the County Auditor for collection in the same manner as other taxes and assessments are assessed and collected.

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

Section 1. The following parcels of land located within the City of University Heights are hereby assessed the following amounts for services rendered in the abatement of a nuisance condition in which payment was defaulted after due notice:

SEE ATTACHED SCHEDULE – EXHIBIT A

Section 2. In addition, the Director of Finance is hereby empowered to collect interest and reasonable administrative costs as authorized in Section 1084.04 of the Codified Ordinances.

Section 3. The Clerk of Council shall cause to be published in a newspaper of general circulation in the City of University Heights that such assessments have been levied and are payable as herein provided. A list showing the nature of each property assessed, its location, area and amount of charge shall be on file in the office of the Director of Finance for inspection by any person or persons interested therein.

Section 4. The Finance Director is hereby authorized to submit a certified copy of this Ordinance to the County Auditor, Department of Special Assessments.

Section 5. It is hereby 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 action, were in meetings open to the public, in compliance with all legal requirements.

Section 6. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights, for the reason that this ordinance must be enacted to allow the assessment to be certified to Cuyahoga County. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise, it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____


Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to Form: _____
Luke F. McConville, Law Director

<u>Parcel Number</u>	<u>Name</u>	<u>Address</u>	<u>Amount to be Assessed</u>	
721-02-103	Henry T. Diggs	4037 Washington Boulevard	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
721-04-048	Carl Kornicks	Meadowbrook & Warrensville Center Roads	\$	1,050.00
1	# of Parcels on Page		Page Total	\$ 1,050.00
721-09-098	Joyce Benach	4238 Bushnell Road	\$	130.00
721-09-108	EMD Investments LLC	4209 Bushnell Road	\$	130.00
721-09-154	Mary Helen Hammer	2292 South Belvoir Boulevard	\$	360.00
3	# of Parcels on Page		Page Total	\$ 620.00
721-15-056	Shining Deer Investment Ohio	4297 Groveland Road	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
721-19-035	Rebecca & Nosson Spielberg	4294 Groveland Road	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
721-21-067	Congregation Zichron Ckaim	2402 South Green Road	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
722-01-063	Karen M. Wayne	13521 Cedar Road	\$	130.00
722-01-085	RG Holdings Delaware LLC	13526 Cedar Road	\$	130.00
2	# of Parcels on Page		Page Total	\$ 260.00
722-02-046	Luis David Garces Martinez	3580 Raymont Boulevard	\$	1,050.00
1	# of Parcels on Page		Page Total	\$ 1,050.00
722-04-033	Shironen OH, LLC	3513 Silsby Road	\$	130.00
722-04-082	Ari Wolf	3502 Tullamore Road	\$	130.00
722-04-095	Oyewole T. Olatoye	3485 Tullamore Road	\$	130.00
3	# of Parcels on Page		Page Total	\$ 390.00
722-05-089	Larry E. Jewett	3598 Farland Road	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
722-06-055	Terry J. Davis	3645 Silsby Road	\$	130.00
722-06-067	Youlanda Respress	2215 Brockway Road	\$	360.00
722-06-114	Kyle Harbaugh & Samuel Taylor	2227 Cranston Road	\$	130.00
3	# of Parcels on Page		Page Total	\$ 620.00
722-07-021	Lila Siegel & Stephen Bernie	3777 Bushnell Road	\$	130.00
722-07-060	Derrick Deese	2195 Barrington Road	\$	130.00
2	# of Parcels on Page		Page Total	\$ 260.00
722-11-095	Gene & Valorie Hauck	3621 East Scarborough Road	\$	820.00
1	# of Parcels on Page		Page Total	\$ 820.00
722-15-063	B. R. Knez Construction, Inc.	3761 Northwood Road	\$	130.00
722-15-107	Anna Gottlieb	3770 Silsby Road	\$	360.00
2	# of Parcels on Page		Page Total	\$ 490.00

722-16-049	Fazl Ibrahim	3910 Faversham Road	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
722-18-016	Carl Kornicks	Meadowbrook Boulevard	\$	1,050.00
1	# of Parcels on Page		Page Total	\$ 1,050.00
722-19-074	Eric P. Toivonen	2539 Channing Road	\$	590.00
1	# of Parcels on Page		Page Total	\$ 590.00
722-21-027	Herbert Newman	2448 Charney Road	\$	820.00
1	# of Parcels on Page		Page Total	\$ 820.00
722-24-002	Forever Family, Inc.	3734 Hillbrook Road	\$	130.00
1	# of Parcels on Page		Page Total	\$ 130.00
28	Total # of Parcels		Total	\$ 8,930.00

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN
FROM: DENNIS KENNEDY, FINANCE DIRECTOR 
SUBJECT: NOPEC NATURAL GAS CONTRACT RENEWAL
DATE: SEPTEMBER 2, 2020
CC: KELLY THOMAS, CLERK OF COUNCIL

I am requesting that an item be added to the Council agenda for the meeting scheduled for September 9, 2020. The current natural gas contract with NOPEC expires October 1, 2020. I am recommending that we extend the contract for one year at a rate of \$3.10 mcf.

Natural gas prices have been on the rise for several months. Our current contract carries a charge of \$2.91 mcf. I believe the increase propose by NOPEC is reasonable given present market conditions. Participation in the NOPEC natural gas program also allows for the City to apply for and receive grants for various energy related projects and programs.

The City has been successful in obtaining grants from NOPEC for considerable sums. The CIC also most recently received a NOPEC grant (\$2,000) as well. Factoring in our ability to receive alternative funding for special projects makes the current contract renewal a desirable outcome.

If pricing declines substantially during the initial term of the renewal, we can always pursue an addendum to the contract to extend at a lower rate to a point farther out in time.

I believe this renewal may be handled by a motion by Council as opposed to an ordinance or resolution, but will defer to the Law Director on how the vote is administered. A copy of the contract is attached.

Attachment



**NATURAL GAS SALES
AGREEMENT
BASE CONTRACT**

OHIO
Preferred NOPEC Municipal Pricing Program
(Non-Aggregation)
DEO (Mcf)

This Natural Gas Sales Agreement ("Agreement") is between NextEra Energy Services Ohio, LLC ("Supplier") and City of University Heights ("Customer") (each a "Party" hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including this Base Contract, Addendum A, and Addendum B (the Terms of Service), attached hereto and made a part hereof, for Customer's natural gas utility ("Utility") accounts ("Accounts") identified in Addendum A. This Agreement is binding only if signed by both Parties.

	Supplier Contact Information	Customer Contact Information
INTERNET:	www.nexteraenergyservices.com	
EMAIL:	OHServices@nexteraenergyservices.com	DKennedy@universityheights.com
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 20455 State Highway 249 Suite 200 Houston, TX 77070 ATTN: Contract Administration	City of University Heights 2300 Warrensville Center Road University Heights, OH 44118 ATTN: Dennis Kennedy
TELEPHONE:	855.667.3201	216.932.7800 ext 258
FAX:	800.627.8813	
HOURS:	24 hours a day, 7 days a week	

CUSTOMER'S UTILITY: DEO CUSTOMER'S FEDERAL TAX ID NUMBER:

PRODUCT DESCRIPTION: Supplier will supply all of Customer's retail natural gas needs ("Service"), and Dominion Energy Ohio, Customer's natural gas utility ("Utility"), will deliver the gas that Customer buys under this Agreement to Customer's facility address.

CONTRACT PRICE: \$3.10 Per Mcf. The Price does not include taxes or Utility charges. "Unit" means Mcf. The Price excludes any Utility Charges, Pass-Through Charges, and Taxes as described in the Terms of Service.

ESTIMATED START MONTH/YEAR; TERM: Service for each Account will begin on the date on which the Utility enrolls the Account with our service, which is estimated to occur during the October 2020 billing period, and will last for 12 months ("Initial Term").

HOLDOVER PRICE: Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

TAX EXEMPTION: A completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Customer will remain subject to taxes until a valid certificate is received and processed.

AUTHORITY: Customer represent to Supplier: (i) the person signing this Agreement on your behalf is legally authorized to do so; (ii) the Agreement, when signed by both parties, will be valid and legally binding upon Customer and enforceable in accordance with its respective terms; (iii) Customer has full power and authority over the provision of natural gas supply to each of the Facility Service Addresses to which the account(s) pertain; and (iv) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions, which actions shall include, if Customer is a Ohio county, township, municipal corporation or other Ohio governmental entity, all actions required under Ohio state or local laws and/or regulations.

By signing this Agreement, Customer hereby agrees, as of the Effective Date, that it has read and understands the Terms of Service of this Agreement.

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADDENDUM A TO
NATURAL GAS SALES AGREEMENT
ACCOUNTS INCLUDED IN AGREEMENT**

Customer Name: City of University Heights
Natural Gas Distribution Utility: Dominion Energy Ohio

Utility Account No.	Facility Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
0441400568603	14260 Cedar Rd Cleveland, OH 44121	2300 Warrensville Center Road University Heights, OH 44118	Renewal
5441100122450	2300 Warrensville Center Rd University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal
3441100554748	3980 Silsby Rd University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal
5441100568616	2300 Warrensville Center Rd Garage University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal
1441100122444	3962 Silsby Rd University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal

Customer Initials: _____

Date: _____

NextEra Energy Services Ohio, LLC Initials: _____

Date: _____

NextEra Energy Services Ohio, LLC
Addendum B to Natural Gas Sales Agreement Terms of Service
Preferred NOPEC Municipal Pricing Program (Non-Aggregation) - DEO

Term. This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the Utility switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. During the Term, Customer shall purchase and pay for, and Supplier shall supply, all of Customer's requirements for natural gas at the facilities served by the Accounts. If Customer is not a Mercantile Customer, Supplier will send written notice between forty-five and ninety calendar days before the contract expires explaining what will happen upon expiration of the Initial Term. If, upon expiration of the Initial Term, all or any accounts are not successfully switched away by the Utility to receive supply from another supplier or the Utility, this Agreement shall continue on a month-to-month basis until either party terminates this Agreement upon at least thirty (30) days' notice and the Utility switches such accounts away to receive supply from another supplier or the Utility. Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice. Supplier's right to receive payment, the limitation of liability provision, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Price. During the Initial Term, Customer shall pay the Price per Unit set forth in the Base Contract. For all supply provided under this Agreement, the Price does not include applicable Ohio taxes, and Customer will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing its supply, whether Utility or Supplier based. In the event that any costs or charges are created or modified due to a change in law, regulation, rule, ordinance, order or decree by a governmental authority, or in a Utility tariff, Supplier has the right to increase the Price by the amount of these costs or charges and Customer agrees to pay the increase. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable "Holdover Price," without Customer's affirmative consent even when there is a change in the price or other terms and conditions, until terminated as set forth above.

Special Termination. If, prior to the expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's natural gas program, then this Agreement shall terminate as of the first Utility meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

Rescission. The Utility will send written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a "Mercantile Customer," it has the right to rescind this Agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility

by calling the Utility at 1-800-362-7557. If Customer is not a Mercantile Customer and does not rescind or if Customer is a Mercantile Customer, Customer's acceptance of gas from Supplier constitutes Customer's further acceptance of these Terms and Conditions.

Switch of Service; No Switching Fee. Supplier will work with the Utility to switch Service to each Account to Supplier in accordance with the applicable Utility tariff. Because of Utility processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The Utility may charge switching fees to the Customer.

Mercantile Customer. "Mercantile Customer" means a customer that consumes, other than for residential use, more than 500 Mcf of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile Customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500 Mcf of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.

Adjustments. "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of natural gas including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

Taxes. "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and or the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

Billing. Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the Utility that includes the Supplier Natural Gas Charge, the Utility Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Utility for the Supplier Natural Gas Charge and one from the Utility for the Utility delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Natural

Gas Charge directly to the Utility pursuant to the applicable Utility tariff. Under the Dual Billing Option, Customer shall pay the Supplier Utility Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the Utility fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, without charge, up to twenty-four months of Customer's payment history for services rendered by Supplier. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

Credit Support. If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

Eligibility. Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. By accepting these terms you represent that you are not currently enrolled with a competitive supplier. The Supplier reserves the right to void this Agreement, without liability, if your account does not meet these eligibility requirements.

Material Change in Usage ("MCU"). Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

Legal Changes and Compliance. "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority including, without limitation, Utility tariffs (including, without limitation, rate class), pipeline rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the pipeline), market rules, load profiles, and methods by which the Utility calculates usage. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased

costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

Title. Title to and risk of loss of the natural gas shall pass to Customer at the point at which Supplier provides such gas to the Utility.

Force Majeure. Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell natural gas at a higher price, or Customer's ability to purchase natural gas at a lower price, constitute a Force Majeure Event under this Agreement.

Limits on Liability; Disclaimer. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

Liquidated Damages. Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same natural gas usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated natural gas usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail natural gas markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

Termination by Customer. Subject to the Special Termination provisions above, Customer may terminate this Agreement, in

whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the natural gas and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

Termination by Supplier. Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit; or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any material other obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

Assignment. Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

Confidentiality. Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party, and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

Collection Costs. To the fullest extent permitted under Ohio law, Customer agrees to pay Supplier its reasonable attorneys' fees, expenses, and any other collection costs related to Customer's past due amounts.

Customer Inquiries and Disputes. The Supplier's hours for customer service operations are 24 hours a day, every day. If you wish to speak with us concerning your bill or any issue you

dispute, please call toll-free 1-855-667-3201. You can also write to NextEra Energy Services Ohio, LLC, 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at OHservices@nexteraenergyservices.com or fax toll-free to 1-800-627-8813. Please remember to include your account number. Visit us at our website at www.nexteraenergyservices.com. Supplier will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

Governing Law and Venue. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

Misc. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

Forward Contract. The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.


Authorization. You authorize the Utility to release to the Supplier all information relating to your historical and current gas usage, account number, address, phone number, historical usage information, billing and payment history. Supplier will not release your account number(s), social security number or any of your information without your express written consent except in accordance with Rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.

Regulatory Changes. Upon thirty (30) days' advance written notice to you, the Supplier may amend this Agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this Agreement.

NextEra Energy Services Ohio, LLC
CRNG Certificate Number 11-200G

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR 

SUBJECT: APPROPRIATION ADJUSTMENTS - 2020

DATE: SEPTEMBER 1, 2020

CC: KELLY THOMAS, CLERK OF COUNCIL

I have prepared a series of adjustments to the 2020 Permanent Appropriations to allow for several changes to the budget to accommodate items not contemplated when the budget was originally approved. Hopefully, Council will consider these items under emergency on the September 9, 2020 agenda. Those items include:

GENERAL FUND: We need to provide additional appropriation to allow for payment of all 2020 expenses for the Shaker Court (added \$2,500) and Prisoner Housing (added \$22,000) prior to December 31, 2020. The increase in appropriation is being offset by a reduction in Salary appropriation for the Building Department (-\$24,500). There is a net effect of zero increase in the General Fund for these appropriation adjustments.

SEWER/WATER MAINTENANCE FUND: The City was recently approved for a capital improvement project funded by the Cleveland Water Department (CWD). On August 31, we received a check in the amount of \$298,360.30 for the project on Laurelhurst Road. The City owed CWD \$110,071.85 as a result of a final reconciliation of the project to replace the Groveland/Washington water mains. There was a placeholder in the 2020 Permanent Appropriations in Fund 201 in the amount of \$255,000 for expenses related to CWD. A request is made to increase the appropriation in Fund 201 by \$153,500 to allow for encumbering of all project expenses for Laurelhurst and for final settlement of claims to CWD for the 2019 water main projects. There is sufficient cash (\$1.16M) in Fund 201 to support all payments to CWD and Laurelhurst contractors (primarily Fabrizi Construction).

STREET LIGHTING FUND: Council is requested to increase appropriations by \$34,000 in 2020 to cover all projected street lighting expense through December 31, 2020. The second half special assessments (to be received on or about September 30 from the County) will add to the available fund balance in Fund 203.

FIRE PENSION FUND: A request is made to increase appropriations in the Fire Pension Fund (220) by \$11,200 to support charges made thorough December 31, 2020.

LOCAL CORONAVIRUS RELIEF FUND: The City has received to-date \$465,644 in federal funding for CARES Act assistance. A new fund, Fund 297, was created to track revenue and expenses related to COVID. Council is requested to approve a total of \$350,000 in appropriation for COVID related expenses in 2020. That appropriation is split between an estimated \$75,000 in Salary Expense and \$275,000 in Other

Expense. This appropriation will allow us to charge off items previously expensed to the General Fund to make use of allowable CARES funding. We are still awaiting legal interpretations of Federal Treasury guidelines to determine what level of salary, wage and benefit expense may be supported by CARES monies. We have received notice that additional funding is forthcoming, so supplemental appropriation adjustments will be submitted later in the year for this purpose.

CAPITAL IMPROVEMENT FUND: A request is submitted to increase appropriations in the CIP by \$211,390. In 2019, the City had two shared projects with the City of Cleveland Heights. One was managed by University Heights (Washington Blvd. resurfacing) and one was managed by Cleveland Heights (Meadowbrook). The net difference of the two projects was that UH owed CH \$104,000. That amount was paid by UH to CH in April 2020. After discussing the projects with the auditors, it was suggested that we book the projects at the gross cost and record the difference as net revenue. In order to provide the appropriate level of gross appropriation in Fund 400 to record the gross expense of the Meadowbrook project, we will need to increase the appropriations by \$203,161. We did record the net revenue of \$99,150 to 400-1430-56199. In addition to the appropriation for the project allocation it has been determined that \$8,229 of prior year expenses in the CIP were not charged correctly and need to be included in the 2020 budget. The total of the two corrections (\$203,161 and \$8,229) make up the total request of \$211,390.

All of the requests are identified on **Attachment A** of the appropriation ordinance. The net appropriation increase requested for all funds is \$760,090 which is supported by additional cash balances received from CARES distributions and Cleveland Water (total \$764,004.92).

Attachments

ORDINANCE NO. 2020-40

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AMENDING THE AUTHORIZED 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
AND DECLARING AN EMERGENCY**

**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 Amended 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.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS

MICHAEL DYLAN BRENNAN, MAYOR

PASSED: _____

ATTEST: _____
KELLY M. THOMAS, CLERK OF COUNCIL

**APPROVED
AS TO FORM:** _____
LUKE F. MCCONVILLE, LAW DIRECTOR

City of University Heights

ATTACHMENT A

AT SEPTEMBER 9, 2020

CITY OF UNIVERSITY HEIGHTS

AMENDED APPROPRIATIONS FOR THE YEAR JANUARY 1, 2020 - DECEMBER 31, 2020*

DEPT	DESCRIPTION	AMENDED SALARY*	AMENDED OTHER EXP*	AMENDED TOTAL BUDGET*	
1100	Public Safety			\$ -	
1110	Police			\$ -	
1120	Fire			\$ -	
1121	Fire Prevention			\$ -	
1130	Dispatch			\$ -	
1140	Traffic Control			\$ -	
1150	Animal Control			\$ -	
1160	Prisoner Housing		\$ 22,000	\$ 22,000	A
1170	Prosecutor			\$ -	
1180	Courts		\$ 2,500	\$ 2,500	B
1190	County Health Department			\$ -	
1210	Building Department	\$ (24,500)	\$ -	\$ (24,500)	C
1220	Housing Department			\$ -	
1230	Community Development			\$ -	
1240	Economic Development			\$ -	
1310	Pool Activity			\$ -	
1320	Summer Recreation Activity			\$ -	
1330	Recreation - Entertainment			\$ -	
1400	Service Department			\$ -	
1410	Lands & Buildings			\$ -	
1420	Refuse Collection			\$ -	
1470	City Engineer			\$ -	
1510	Civil Service Commission			\$ -	
1520	City Planning Commission			\$ -	
1530	Board of Zoning Appeals			\$ -	
1540	Architectural Review			\$ -	
1600	General Administration			\$ -	
1610	Mayor's Office			\$ -	
1620	City Council			\$ -	
1630	Finance Department			\$ -	
1640	Law Department			\$ -	
1650	Civic Engagement			\$ -	
1660	Community Relations			\$ -	
1999	Transfers/Advances Out			\$ -	
TOTAL GENERAL FUND				\$ -	D

**amounts represent adjustments to permanent appropriations for 2020*

City of University Heights

ATTACHMENT A

AT SEPTEMBER 9, 2020

CITY OF UNIVERSITY HEIGHTS

AMENDED APPROPRIATIONS FOR THE YEAR JANUARY 1, 2020 - DECEMBER 31, 2020*

FUND	DESCRIPTION	AMENDED SALARY*	AMENDED OTHER EXP*	AMENDED TOTAL BUDGET*	
101	Unclaimed Monies Fund			\$ -	
200	Street Maintenance Fund			\$ -	
201	Sewer/Water Maintenance		\$ 153,500	\$ 153,500	E
202	Shade Tree Fund			\$ -	
203	Street Lighting Fund		\$ 34,000	\$ 34,000	F
210	Police Pension Fund			\$ -	
211	State/Local Law Enforce Fund			\$ -	
212	Fed Law Enforcement Fund			\$ -	
213	Community Diversion Fund			\$ -	
214	BCI/FBI Fees			\$ -	
220	Fire Pension Fund	\$ 11,200		\$ 11,200	G
222	FEMA Grant Fund			\$ -	
230	Building Fee Fund			\$ -	
231	Construction Deposits			\$ -	
232	Street Opening Deposits			\$ -	
240	University Square TIF Fund			\$ -	
242	ODNR Grants			\$ -	
250	Performance Bonds			\$ -	
297	Local Coronavirus Relief Fund	\$ 75,000	\$ 275,000	\$ 350,000	H
299	Payroll Stabilization Fund			\$ -	
300	Debt Service Fund			\$ -	
400	Capital Improvement Fund		\$ 211,390	\$ 211,390	I
401	Sewer/Water Cap Improve			\$ -	
				\$ -	
TOTAL AMENDED APPROPRIATIONS:				\$ 760,090	J

*amounts represent adjustments to permanent appropriations for 2020

ITEMIZATION OF PROPOSED BUDGET AMENDMENTS

- A** Adjustment to fund costs through December 31, 2020
- B** Adjustment to fund costs through December 31, 2020
- C** Offset of salary surplus for Building Commissioner
- D** Net change of \$0 to General Fund overall appropriations
- E** Change to support Cleveland Water Funding of Laurelhurst Sewers
- F** Adjustment to fund costs through December 31, 2020
- G** Additional appropriation associated with and half property tax collections
- H** Initial appropriation of CARES Act funding
- I** Appropriation to process shared Cleveland Hts 2019 street project gross expense
- J** Total appropriation increase - all funds

**amounts represent adjustments to permanent appropriations for 2020*

CARES cash received:	\$ 465,644.62	Fund 297
CWD cash received:	\$ 298,360.30	Fund 201
	<u>\$ 764,004.92</u>	

CITY OF UNIVERSITY HEIGHTS
INTEROFFICE MEMORANDUM

TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN
FROM: DENNIS KENNEDY, FINANCE DIRECTOR
SUBJECT: TRANSFER AND ADVANCE APPROVAL
DATE: SEPTEMBER 1, 2020
CC: KELLY THOMAS, CLERK OF COUNCIL

I am requesting that Ms. Thomas add an item to the Council agenda for the meeting scheduled for September 1, 2020. Council is requested to approve one transfer from the General Fund and one advance back to the General Fund. Here are the details on both items:

Council is requested to transfer \$13,000 from the General Fund (#100) to the Payroll Stabilization Fund (#299) in support of the accumulation of resources for future obligations in a year where an extra (27th) pay period will occur. This transfer was budgeted (100-1999-59010) in the 2020 permanent appropriations. In future periods, estimated transfers into Fund 299 will approximate \$40,000 per year.

Council is requested to approve an advance back to the General Fund (#100) from the Ohio Department of Natural Resources Fund (#242) in the amount of \$40,000. Funds were originally advanced to the ODNR Fund from the General Fund in Ordinance No. 2018-45. Approval of this advance back to the General Fund will eliminate the balance due for 2020. I still need to reconcile a remaining amount of \$27,661.94 which was originally advanced from the General Fund. Based on the outcome of the 2019 audit, I believe that amount will be reclassified in the future as a transfer. This advance was budgeted under 242-1999-59020 as part of the 2020 permanent appropriations.

TRANSFER FROM:	100-GENERAL FUND	\$13,000.00
TRANSFER TO:	299-PAYROLL STABILIZATION FUND	\$13,000.00
ADVANCE FROM:	242-ODNR FUND	\$40,000.00
ADVANCE TO:	100-GENERAL FUND	\$40,000.00

ORDINANCE NO. 2020-41

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE
GENERAL FUND (100) TO THE PAYROLL STABILIZATION FUND (299)
AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
UNIVERSITY HEIGHTS, OHIO, TO BE TRANSFERRED TO THE PAYROLL
STABILIZATION FUND.**

Section 1. The Director of Finance be, and is hereby authorized and directed to make the necessary transfer of funds as herein set forth and that such transfers be and the same are hereby ratified and confirmed, to wit:

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
General Fund (100)	Payroll Stabilization Fund (299)	\$13,000.00
	Total:	\$13,000.00

Section 2. The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the Budget Commission of Cuyahoga County, Ohio.

Section 3. It is hereby 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 action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

MICHAEL DYLAN BRENNAN, MAYOR

PASSED: _____

ATTEST:

KELLY M. THOMAS, CLERK OF COUNCIL

APPROVED AS TO FORM:

LUKE F. MCCONVILLE, LAW DIRECTOR

ORDINANCE NO. 2020-42

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE ADVANCE OF FUNDS FROM THE
ODNR FUND (242) TO THE GENERAL FUND (100)
AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
UNIVERSITY HEIGHTS, OHIO, TO BE ADVANCED TO THE GENERAL FUND:**

Section 1. The Director of Finance be, and is hereby authorized and directed to make the necessary advance of funds as herein set forth and that such advances be and the same are hereby ratified and confirmed, to wit:

<u>FROM FUND</u>	<u>TO FUND</u>	<u>AMOUNT</u>
ODNR Fund (242)	General Fund (100)	\$40,000.00
	Total:	\$40,000.00

Section 2. The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the Budget Commission of Cuyahoga County, Ohio.

Section 3. It is hereby 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 action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

CITY OF UNIVERSITY HEIGHTS, OHIO

**_____
MICHAEL DYLAN BRENNAN, MAYOR**

PASSED: _____

ATTEST:

**_____
KELLY M. THOMAS, CLERK OF COUNCIL**

APPROVED AS TO FORM:

**_____
LUKE F. MCCONVILLE, LAW DIRECTOR**



CITY OF UNIVERSITY HEIGHTS
SERVICE DEPARTMENT
MEMORANDUM

To: City Council
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: July 16, 2020

Re: Solid Waste Disposal Services- Bid results and Contract Award.

In 2015 the City of University Heights contracted with BFI of Ohio and Kimble Companies through the Cuyahoga County Solid Waste District East Side Consortium for the transfer and disposal of solid waste and recyclables collected in the city. Both contracts expire September 30, 2020. Therefore, the Cuyahoga County Solid Waste District recently re-bid for these services and contacted the municipalities in the East Side Consortium with the results of their bidding process. Attached please find the results.

In an attempt to receive the best possible pricing, bids were requested for separate Solid Waste Disposal Services and Recycling Services (broken down by loose material and blue bagged material). In addition, bids were requested for these services combined together under one vendor. The result was that Kimble Companies combined, one vendor bid, was the lowest for most municipalities. However, for the City of University Heights and our blue bag recycling program the most cost-effective bid was BFI of Ohio for solid waste disposal and Kimble Companies Inc. for blue bag recycling services. The BFI of Ohio/Kimble Companies Inc. combination is our current operation and provides the shortest possible travel, saving both time and vehicle expense as well as the lowest cost.

I respectfully request City Council authorize the Mayor to enter into a contract with BFI of Ohio for solid waste disposal and transfer services for two

years October 1, 2020 through September 30, 2022 and to enter into a contract with Kimble Recycling & Disposal, Inc. for recycling disposal and processing for two years October 1, 2020 through September 30, 2022.

Should you have any questions or need further information please contact me.

ORDINANCE NO. 2020-43

INTRODUCED BY: MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE DISPOSAL OF SOLID WASTE SERVICES AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Ordinance No. 2020-43, the City of University Heights participated in the Consortium, organized by the Cuyahoga County Solid Waste District, comprising the communities of Beachwood, Cleveland Heights, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Shaker Heights, Solon, University Heights and Woodmere to request bids for the disposal of solid waste generated within the participating communities; and

WHEREAS, on behalf of the Consortium, the Cuyahoga County Solid Waste District advertised an Invitation to Bid for Solid Waste Disposal and Recycling Processing Services in The Plain Dealer on May 31, 2020 and June 3, 2020; and

WHEREAS, on June 26, 2020, bids were received from four (4) companies and publicly opened; and

WHEREAS, on July 14, 2020 representatives from the Consortium communities met to review the bids and select the lowest and best bidder; and

WHEREAS, in the attempt to receive the best possible pricing, bids were requested for separate Solid Waste Disposal Services and Recycling Services; and

WHEREAS, the bids were requested for combined services under one vendor and the result was that Kimble Companies combined services was the lowest for most municipalities except for University Heights; and

WHEREAS, for University Height the most cost-effective bid for Solid Waste Disposal was Browning Ferris Industries of Ohio (BFI Inc.).

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

Section 1. Council hereby approves and accepts the bid of Browning Ferris Industries of Ohio, Inc. as the lowest and best bidder to provide solid waste transfer and disposal services for the City of University Heights.

Section 2. Council hereby authorizes Mayor Michael Dylan Brennan, to execute and deliver to Browning Ferris Industries of Ohio, Inc. a Notice of Award and Agreement for the Solid Waste Transfer and Disposal Services to be completed and returned to the City of University Heights.

Section 3. It is hereby 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 action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to form: _____
Luke F. McConville, Law Director

ORDINANCE NO. 2020-44

INTRODUCED BY: MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR RECYCLING PROCESSING SERVICES BETWEEN UNIVERSITY HEIGHTS AND KIMBLE COMPANY AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Ordinance No. 2020-44, the City of University Heights participated in the Consortium, organized by the Cuyahoga County Solid Waste District, comprising the communities of Beachwood, Cleveland Heights, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Shaker Heights, Solon, University Heights and Woodmere to request proposals for the processing of recyclables collected within the participating communities; and

WHEREAS, on behalf of the participants in the Consortium, the Cuyahoga County Solid Waste District advertised an Invitation to Bid for Recycling Processing Services in The Plain Dealer on May 31, 2020 and June 3, 2020; and

WHEREAS, on June 26, 2020, bids were received from four (4) companies and publicly opened; and

WHEREAS, on July 14, 2020 representatives from the Consortium communities met to review the bids and select the lowest and best bidder; and

WHEREAS, following the bid review, the Consortium communities, including University Heights, determined that Kimble Company has submitted the lowest and best bid and therefore it is in the best interest of University Heights to award a contract to Kimble Company for recycling processing services for the term to commence October 1, 2020.

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

Section 1. Council hereby approves the recommendation of the Consortium to select the bid submitted by Kimble Company as the lowest and best and to award the contract to Kimble Company to provide recycling processing services for the City of University Heights.

Section 2. Council hereby authorizes Mayor Michael Dylan Brennan, to execute and deliver to Kimble Company a copy of this Ordinance, which will also serve as a Notice of Award, and to execute, on behalf of the City of University Heights, the Agreement for Recycling Processing Services in a form and under such terms as are substantially similar to that which is attached hereto as Attachment A and incorporated by reference.

Section 3. It is hereby 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 action, were in meetings open to the public, in compliance with all legal requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is declared to be an emergency measure necessary for the preservation of the public peace, safety, health and welfare of the citizens of the City of University Heights. It shall therefore become effective upon its passage by the affirmative vote of not less than five (5) members of Council and approval of the Mayor; otherwise it shall become effective at the earliest time allowed by law.

City of University Heights, Ohio

Michael Dylan Brennan, Mayor

Passed: _____

Attest: _____
Kelly M. Thomas, Clerk of Council

Approved
as to form: _____
Luke F. McConville, Law Director

ITB Solid Waste Disposal and Recycling Processing Services -Bid Opening 6/26/20

Solid Waste Disposal Services

Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 43.46	\$ 44.76	\$ 46.61	\$ 48.45
Republic/BFI	\$ 40.00	\$ 41.20	\$ 42.44	\$ 44.21
Rumpke	\$ 50.00	\$ 50.00	\$ 51.25	\$ 52.35
WMI	\$ 44.95	\$ 47.20	\$ 49.56	\$ 52.04

Recycling Processing Services (loose materials)

Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 69.00	\$ 71.07	\$ 73.20	\$ 76.13
Republic/BFI	no bid	no bid	no bid	no bid
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no bid	no bid	no bid	no bid

Recycling Processing Services (blue bag materials)

Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 96.00	\$ 98.88	\$ 101.85	\$ 105.92
Republic/BFI				
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no bid	no bid	no bid	no bid

ITB Solid Waste Disposal and Recycling Processing Services -Bid Opening 6/26/20

COMBINED PRICE - Solid Waste Disposal Services

Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 41.86	\$ 43.12	\$ 44.91	\$ 46.69
Republic/BFI	\$ 40.00	\$ 41.20	\$ 42.44	\$ 44.21
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no discount			

COMBINED PRICE - Recycling Processing (loose materials)

Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.68
Republic/BFI	no bid	no bid	no bid	no bid
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no discount			

COMBINED PRICE - Recycling Processing (blue bag materials)

Bidder	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$ 82.00	\$ 84.46	\$ 86.99	\$ 90.47
Republic/BFI	no bid	no bid	no bid	no bid
Rumpke	\$ 120.00	\$ 120.00	\$ 123.00	\$ 126.08
WMI	no discount			

CITY OF UNIVERSITY HTS.- lowest bid				
Seprate Solid Waste & Blue Bag Recycling				
Solid Waste Transfer	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Republic/BFI	\$40.00	\$41.20	\$42.44	\$44.21
Average Total Tons	4585	4585	4585	4585
Estimated Cost	\$183,400.00	\$188,902.00	\$194,587.40	\$202,702.85
Blue Bag Recycling				
Kimble	\$96.00	\$98.88	\$101.85	\$105.92
Average Total Tons	285	285	285	285
Estimated Cost	\$27,360.00	\$28,180.80	\$29,027.25	\$30,187.20
Estimated Total Cost	\$211,141.00	\$217,466.68	\$224,001.50	\$233,280.97

CITY OF UNIVERSITY Hts.-lowest bid				
Combined Solid Waste & Blue Bag Recycling				
Solid Waste Transfer	Yr 1 Price/ton	Yr 2 Price/ton	Option Yr 1 Price/Ton	Option Yr 2 Price/Ton
Kimble	\$41.86	\$43.12	\$44.91	\$46.69
Average Total Tons	4585	4585	4585	4585
Estimated Cost	\$191,928.10	\$197,705.20	\$205,912.35	\$214,073.65
Blue Bag Recycling				
Kimble	\$ 82.00	\$ 84.46	\$ 86.99	\$ 90.47
Average Total Tons	285	285	285	285
Estimated Cost	\$23,370.00	\$24,071.10	\$24,792.15	\$25,783.95
Estimated Total Cost	\$215,665.10	\$222,145.76	\$231,076.49	\$240,233.07

Additional Recycling Tonnage to Offset One Vendor Cost Difference				
Est. Total Cost Difference	\$4,524	\$4,679	\$7,075	\$6,952
Kimble Combined (blue bag) cost / ton	\$82	\$84	\$87	\$90
Additional tons of recycling to break even	55 tons (+19.3%)	55 tons (+19.3%)	81 tons (+28.4%)	77 tons (+27%)
Past Years	Price/Ton	Annual Cost		
Estimated Year 2020	\$41.90	\$215,000.00		
Year 2019	\$40.68	\$192,337.00		
Year 2018	\$39.49	\$185,221.00		

**AGREEMENT FOR SOLID WASTE
DISPOSAL SERVICES**

THIS AGREEMENT for the disposal of Solid Waste collected by the City of University Heights is entered into by and between the City of University Heights, a municipal corporation in the County of Cuyahoga, State of Ohio (the "City") and Browning Ferris Industries of Ohio, Inc. (the "Contractor").

WITNESSETH

WHEREAS, pursuant to Ordinance/Resolution No. _____, the City is authorized to participate in a municipal consortium to obtain bids for Solid Waste Disposal Services and the Cuyahoga County Solid Waste District was authorized to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 31, 2020 and June 3, 2020 and the evaluation of the Bids, the City selected the Contractor as the Successful Contractor and recommends an agreement for Solid Waste Disposal with the Contractor; and,

WHEREAS, the City has considered the Bids and the City, pursuant to Ordinance/Resolution No. _____, approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit B: Definitions**.

ARTICLE II: TERM AND RENEWAL TERMS

This Contract shall be effective on October 1, 2020 or upon the date last signed as indicated on the signature page hereto, whichever is later and shall terminate on September 30, 2022. Following the initial term of the Contract, the City may, by mutual agreement, renew and extend the Contract for two consecutive one-year terms ending on September 30, 2023 and September 30, 2024, respectively. The City shall provide written notice to the Contractor of the City's desire to renew and extend this Contract on or before May 1, 2022 and May 1, 2023, respectively, and the Contractor shall provide written consent to the City to renew and extend the Contract on or before June 1, 2022 and June 1, 2023, respectively.

ARTICLE III: STATEMENT OF WORK

During the Term, the Contractor will perform the services set forth in this Article III and also set forth in the Invitation to Bid and the Contractor's Bid, which are incorporated herein by reference, including, but not limited to, the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that the all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

1. Solid Waste Transfer and Disposal Services

- a. Receipt of Solid Waste. The Contractor shall receive all Solid Waste delivered by the City to the BFI of Ohio Inc. Glenwillow Transfer Station, located at 30300 Pettibone Road, Glenwillow, Ohio 44139 and upon such acceptance, shall transfer title of the Solid Waste to the Contractor. The Contractor must receive the City vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Solid Waste delivered and provide either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Receipt of Street Sweepings & Catch Basin Debris. The Contractor shall receive all Street Sweepings and Catch Basin Debris delivered by the City to the Solid Waste Transfer Station and upon acceptance, shall transfer title of the Street Sweepings and Catch Basin Debris to the Contractor. Such receipt is contingent upon the City complying with all special requirements or arrangements related to the receipt and/or disposal of Street Sweepings and Catch Basin Debris required by the Contractor as described in its Bid.
- c. Transfer Station Hours. The Glenwillow Transfer Station shall be open to receive deliveries from 6:00 a.m. to 5:00 p.m. Monday through Friday, and 6:00 a.m. to 5:00 p.m. on Saturdays on Holiday weeks.
- d. Landfill. The Contractor shall transport all Solid Waste delivered by the City from its Transfer Station to the Lorain County Landfill located at 43502 Oberlin Elyria Rd, Oberlin, Ohio 44074, for final disposal. The Contractor shall pay all charges, costs, fees and expenses incurred for the transfer and disposal of Solid Waste, subject to Article IV, Paragraphs 1 and 5 herein.

2. Container Services

Upon request by the City, the Contractor shall provide container rental and hauling services to collect Solid Waste and/or Street Sweepings and Catch Basin Debris. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

1. Compensation

During the Term, the City agrees to pay the Contractor the amounts as set forth in **Exhibit A: Price Sheet** which includes all direct and indirect costs related to Solid Waste Transfer and Disposal Services and all Governmental Fees applicable in the State of Ohio, subject to Article IV, Paragraph 5 herein.

2. Record Keeping – Monthly and Annual Report

During the term of this Contract, the Contractor shall send to the City, a statement documenting the tonnage of Solid Waste and the tonnage of Recyclables received from the City during the previous month. This statement must be submitted with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days after the end of the reporting year and include a month by month accounting of the tonnage of Solid Waste and Recyclable Materials delivered to the Transfer Station.

3. Billing Service and Payment

The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the Finance Department.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Contract.

5. Permissible Pass Through Fees

Any and all Governmental Fee increases incurred for disposal of Solid Waste at a licensed Solid Waste Disposal Facility may be passed on by the Contractor to the City with the exception of the County Solid Waste District's generation fee increase of \$0.50 per ton which begins on January 1, 2023. This increase is already included in the Contractor's pricing. The Contractor shall give the City as much notice as is practicable before adjusting for Governmental Fee modifications.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount equal to 100% of the estimated first year contract price, as set forth in Exhibit A, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. Such Performance Bond or other acceptable security shall be attached hereto as Exhibit E. The Performance Bond will be issued annually for each contract year during the Term. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance.

The Contractor will at all times during the Contract maintain in full force and effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will, upon written request from the City, provide the City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insureds on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City, which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements Minimum limits of liability, terms and coverage Coverage	
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a

	substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contactor in the performance of services hereunder.

3. Workers' Compensation Coverage.

Prior to commencing work under this Contract, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Contract. Such proof must be included as **Exhibit C**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis when such proof expires. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Contract.

ARTICLE VI - INDEMNIFICATION

1. General Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Contract, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor.

Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless the Cit, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the willful misconduct by the City.

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any third party or any other parties indemnified under this Agreement. This section will survive expiration or earlier termination of this Contract.

2. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

3. Indemnity Not Limited.

In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance.

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services pursuant to this Contract, declare the Contractor is in default of its obligations under this Contract or take such action the City deems necessary to assure that the services will be available to the City.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Contract, the City may terminate the Contract in the following manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Contract. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City may terminate this Contract. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety, as required by Article V, Paragraph I herein, shall have the right to take over and perform under the Contract. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Contract until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the City has investigated and determined represents failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

4. Termination for Change of Control of Contractor.

The award of this Contract is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Contract upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Contract until such time as the City is able to obtain alternate or substitute service.

5. Termination for Change of City Collection Method Change.

The City reserves the right to change its methods of collection of recyclables and/or residential solid waste, and to terminate this contract upon making such a change, as follows. In the event that the City enters into an agreement with a private company for hauling of residential solid waste and collection of recyclables or automates collection methods in-house using City workers, the City shall have the right to terminate this contract by providing Contractor not less than sixty (60) days prior written notice of said termination.

6. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Contract, the Invitation to Bid, Contractor's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Contract may be modified or amended only by a writing signed by both parties.

2. Communications and Notices

The City shall communicate directly with Mr. Dave Kidder or his designee, and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

The Contractor shall communicate directly with the City Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Name:
Title:
Address:
City:
Phone:
Email:

As to the Contractor:

Dave Kidder
43650 Oberlin Elyria Road
Oberlin, OH 44074
(440) 414- 2305
dkidder@republicservices.com

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Contract by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Contract will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Contract will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or the Contractor and not for the benefit of any other party.

9. Equipment

Any equipment Contractor furnishes shall remain Contractor's property. The City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The City shall provide safe, unobstructed access to the equipment on the scheduled collection day.

10. Right of Refusal

Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is accepted by Contractor at the disposal site. Contractor may refuse to accept the entire container of waste. In such situations, Contractor shall contact the City and the City shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is accepted, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste.

have hereunto set their hands this day and year first above written.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

[INSERT CITY]

Name Title

Signature Date

Approved by City Attorney or Village Law Director

Signature Date

BROWNING FERRIS INDUSTRIES OF OHIO INC.

Name Title

Signature Date

EXHIBIT A: PRICING

Solid Waste Disposal Services	
Price per ton to be charged for the transfer and disposal of solid waste including all waste disposal fees and all local, county and state fees, and environment fees.	
Contract Year	Price
Year 1: 10/1/20 – 9/30/21	\$40.00
Year 2: 10/1/21 – 9/30/22	\$41.20
Option Year 1: 10/1/22 – 9/30/23	\$42.44
Option Year 2: 10/1/23 – 9/30/24	\$44.21

Container Services for Solid Waste				
	10-yard	20-yard	40-yard	
Container Rental Fee	\$0.00 / mo.	\$0.00 / mo.	\$0.00 / mo.	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 10/1/20 – 9/30/21	\$205.00	\$215.00	\$225.00	\$41.06
Year 2: 10/1/21 – 9/30/22	\$210.00	\$220.00	\$230.00	\$42.29
Option Year 1: 10/1/22 – 9/30/23	\$215.00	\$225.00	\$235.00	\$43.56
Option Year 2: 10/1/23 – 9/30/24	\$220.00	\$230.00	\$240.00	\$44.87

Container Services for Street Sweepings and Catch Basin Debris				
(Note, the price per ton would also apply to debris delivered to the transfer station)				
	10-yard	20-yard	30-yard	
Container Rental Fee	\$0.00 / mo.	\$0.00 / mo.	\$0.00 / mo.	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 10/1/20 – 9/30/21	\$205.00	\$215.00	\$225.00	\$41.06
Year 2: 10/1/21 – 9/30/22	\$210.00	\$220.00	\$230.00	\$42.29
Option Year 1: 10/1/22 – 9/30/23	\$215.00	\$225.00	\$235.00	\$43.56
Option Year 2: 10/1/23 – 9/30/24	\$220.00	\$230.00	\$240.00	\$44.87

EXHIBIT B: DEFINITIONS

“**Bid**” means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein.

“**Bid Attachment**” means the supplemental information required to be submitted with the Bid Forms.

“**Bid Bond**” means a bond issued to the City in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and the City.

“**Bidder**” means a person, partnership, joint venture or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Solid Waste Disposal services.

“**Bid Documents**” means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms and all attachments thereto.

“**Bid Form**” means the forms provided by in the Bid Documents on which all Bids must be submitted.

“**Catch Basin Debris**” means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter and small amounts of Solid Waste, collected in settling structures designed to receive storm water runoff from roads. Catch Basin Debris may also contain small amounts of Solid Waste discarded along roads.

“**City**” means the City of University Heights.

“**Consortium**” and “**Consortium Communities**” means the Cities and Villages participating in the Invitation to Bid that have passed resolutions authorizing participation.

“**Consortium Resolutions**” means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

“**Contract**” means the agreement entered into by and between the Successful Contractor and the City.

“**Contracting Community**” means the Consortium Community that enters into an agreement with the Successful Contractor.

“**Contractor**” means a person, partnership, joint venture or corporation that will provide the Solid Waste Disposal services.

“**District**”, “**District Offices**” and “**Solid Waste District**” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

“**Holiday**” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“**Governmental Fees**” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

“**Hazardous Waste**” means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

“**Invitation to Bid**” means the request of the Consortium for Solid Waste Disposal issued by the Cuyahoga County Solid Waste District.

"Notice of Award" means written notification that a Bid has been accepted by the City.

"Notice to Proceed" means written notice from the City to commence the Solid Waste Disposal services.

"Performance Bond" means the bond insuring performance of the Solid Waste Disposal to be submitted to the City upon Contract award in substantially the same form as that included in the Bid Documents.

"Residential Solid Waste" means that portion of Solid Waste generated from residential units and does not include separated recyclable materials, separated yard waste, ~~h~~**Hazardous** ~~w~~**Waste**, infectious waste or ~~u~~**Un**acceptable ~~w~~**Waste**.

"Solid Waste" means non-hazardous solid waste and recyclable materials and unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or ~~h~~**Hazardous** ~~w~~**Waste**. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

"Solid Waste Landfill or Landfill(s)" means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the City and delivered to the Solid Waste Transfer Station.

"Solid Waste Transfer and Disposal Services" means the acceptance, transfer and disposal of Solid Waste collected by the City and delivered to the Solid Waste Transfer Station.

"Solid Waste Transfer Station or "Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City.

"Street Sweepings" means materials consisting primarily of soil, rocks, asphalt, leaves and other vegetative matter generated during the cleaning of roads. It may also contain small amounts of other Solid Wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or ~~h~~**Hazardous** ~~w~~**Waste** chemical spill.

"Successful Contractor" means the Company selected by the City to provide Solid Waste Disposal services.

"Term" means the duration of the Contract, including all executed option years, as defined by Article II of this Contract.

~~"Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.~~

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EXHIBIT C:
PROOF OF WORKERS' COMPENSATION COVERAGE

EXHIBIT D: CORPORATION AFFIDAVIT

EXHIBIT E: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution for the agreement

**AGREEMENT FOR
RECYCLING PROCESSING SERVICES**

THIS AGREEMENT for the processing of Recyclable Materials collected by the City of University Heights is entered into by and between the City of University Heights, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City”) and Kimble Company (the “Contractor”).

WITNESSETH

WHEREAS, pursuant to Ordinance/Resolution No. _____, the City is authorized to participate in a municipal consortium to obtain bids for Recycling Processing Services and the Cuyahoga County Solid Waste District was authorized to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 31, 2020 and June 3, 2020 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended that each Consortium Community enter into an agreement for Recycling Processing Services with the Contractor; and,

WHEREAS, the City has considered the Bids and recommendation of the Consortium; and, the City, pursuant to Ordinance/Resolution No. _____, approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit B: Definitions**.

ARTICLE II: TERM AND RENEWAL TERMS

This Contract shall be effective on October 1, 2020 and shall terminate on September 30, 2022. Following the initial term of the Contract, the City may, by mutual agreement, renew and extend the Contract for two consecutive one-year terms ending on September 30, 2023 and September 30, 2024, respectively. The City shall provide written notice to the Contractor of the City’s desire to renew and extend this Contract on or before May 1, 2022 and May 1, 2023, respectively, and the Contractor shall provide written consent to the City to renew and extend the Contract on or before June 1, 2022 and June 1, 2023, respectively.

ARTICLE III: STATEMENT OF WORK

During the Term, the Contractor will perform the services set forth in this Article III and also set forth in the Invitation to Bid and the Contractor’s Bid, which are incorporated herein by reference, including, but not limited to, the provision of all labor, materials, equipment, management, facilities, record keeping, and billing related to the provision of services. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that the all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

1. Recycling Processing Services

- a. Receipt of Recyclable Materials. The Contractor shall receive all Recyclable Materials delivered by the City to the Kimble Transfer and Recycling Facility and upon acceptance, shall transfer title of the Recyclable Materials to the Contractor. Notwithstanding anything to the contrary in this Agreement, Contractor does not accept title or liability for hazardous, radioactive, infectious wastes or any materials containing such prohibited materials. The Contractor must receive the City vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Material Recovery Facility (MRF). The Contractor shall utilize its Material Recovery Facility, located at 8500 Chamberlain Road, Twinsburg, Ohio 44087 for the processing of Recyclable Materials delivered by the City. This facility shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 11:00 p.m. on Saturdays, excluding holidays.
- c. Recyclable Materials. Acceptable Recyclable Materials include mixed paper, cardboard, cartons, metal and bi-metal cans, and glass and plastic bottles, jars and jugs.
- d. Recycling Processing Services. The Contractor shall provide all facilities, equipment, labor, expertise and management needed to process and market the Recyclables delivered by the City. The Contractor shall ensure that all Recyclable Materials received from the City are Recycled except for those materials that are rejected due to contamination or grading requirements. The Contractor shall sort and prepare the Recyclables for sale to recycling markets and transport to end-users. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City are Recycled during all market conditions. On an annual basis, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the City are being continuously delivered to a recycling market as more particularly detailed in Contractor's Bid Form 4.
- e. Recycling Terms and Conditions. The Contractor may inspect each load delivered by the City for excessive contamination or quality issues. Excessive contamination is defined as any load containing more than 22% of unacceptable or non-Recyclable Materials. The Contractor is not required to accept loads containing excessive contamination and will utilize the process described in **Bid Form 4 and Bid Form 9: Recycling Terms and Conditions** contained in the Bid to identify and manage these loads.
- f. Recycling Composition Analysis. At the request of the City or the Consortium, the Contractor shall perform a composition analysis of a representative sample of the materials delivered by the City or the Consortium for the purpose of determining contamination levels and Recyclable Material percentages. This shall be required no more than once annually during the Term. If requested, the analysis would be performed at the Contractor's expense and according to a mutually agreed upon procedure.
- g. City Collection Method Change. The City of University Heights reserves the right to change their methods of collection of recyclables and or residential solid waste. If the City enters into an agreement with a private hauler or automates collection methods in house at any time during this contract, the City shall provide the Contractor at least 60 days notice prior to the effective date of such agreement, upon which this Contract shall terminate.

2. Container Services

Upon request by the City, the Contractor shall provide container rental and hauling services to collect OCC and Mixed Paper. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

1. Compensation

During the Term, the City agrees to pay the Contractor the amounts as set forth in **Exhibit A: Price Sheet**, and in Contractor's **Bid Form 9**, which includes all direct and indirect costs related to Recycling Processing Services and for Container Services.

2. Record Keeping – Monthly and Annual Report

During the term of this Contract, the Contractor shall send to the City, a statement documenting the tonnage of Recyclables received from the City during the previous month. This statement must be submitted with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days after the end of the reporting year and include a month by month accounting of the tonnage of Recyclable Materials delivered to the Transfer Station.

3. Billing Service and Payment

The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the Finance Department.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Contract.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount equal to 100% of the estimated first year contract price, as set forth in Exhibit A, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. Such Performance Bond or other acceptable security shall be attached hereto as **Exhibit E**. The Performance Bond will be issued annually for each contract year during the Term. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance.

The Contractor will at all times during the Contract maintain in full force and effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will, upon written request from the City, provide the City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insureds on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City, which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements Minimum limits of liability, terms and coverage Coverage	
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

3. Workers' Compensation Coverage.

Prior to commencing work under this Contract, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Contract. Such proof must be included as **Exhibit C**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis when such proof expires. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Contract.

ARTICLE VI - INDEMNIFICATION

1. General Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Contract, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

2. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Contract.

3. Indemnity Not Limited.

In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance.

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services pursuant to this Contract, declare the Contractor is in default of its

obligations under this Contract or take such action the City deems necessary to assure that the services will be available to the City.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Contract, the City may terminate the Contract in the following manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Contract. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the City may terminate this Contract. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety, as required by Article V, Paragraph 1 herein, shall have the right to take over and perform under the Contract. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Contract until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the City has investigated and determined represents failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

4. Termination for Change of Control of Contractor.

The award of this Contract is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Contract upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Contract until such time as the City is able to obtain alternate or substitute service.

Termination for change of City Collection Method Change.

The City of University Heights reserves the right to change their methods of collection of recyclables and or residential solid waste. If the City enters into an agreement with a private hauler or automates collection methods in house at any time during this contract, the City shall provide the Contractor at least 60 days notice prior to the effective date of such agreement, upon which this Contract shall terminate.

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Contract, the Invitation to Bid, Contractor's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Contract may be modified or amended only by a writing signed by both parties.

2. Communications and Notices

The City shall communicate directly with Mr. Don Johnson or his designee, and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

The Contractor shall communicate directly with the City Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Jeff Pokorny
City of University Heights
7800 Warrensville Center Road
University Heights, OH 44118
(216) 932-7800
jpokorny@universityheights.com

As to the Contractor:

Don Johnson
Kimble Transfer & Recycling
3596 State Route 39, NW
Dover, OH 44622
(330) 343- 1226
djohnson@kimblecompanies.com

With a copy to:

Kimble Recycling & Disposal, Inc.
Attn: Legal Department
3596 State Route 39, NW
Dover, OH 44622

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Contract by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Contract will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may “opt in” at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. Binding Effect

This Contract will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor’s rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF UNIVERSITY HEIGHTS

Name Title

Signature Date

Approved by City Attorney or Village Law Director

Signature Date

KIMBLE COMPANY

Name Title

Signature Date

EXHIBIT A: PRICE SHEET

Recycling Processing Services* Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton (bagged material)
Year 1: 10/1/20 – 9/30/21	\$96.00
Year 2: 10/1/21 – 9/30/22	\$98.88
Option Year 1: 10/1/22 – 9/30/23	\$101.85
Option Year 2: 10/1/23 – 9/30/24	\$105.92

In the event the City converts to a recycling system to collect loose recyclables, the following prices for recycling processing services will be charged.

Recycling Processing Services* Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton (loose material)
Year 1: 10/1/20 – 9/30/21	\$69.00
Year 2: 10/1/21 – 9/30/22	\$71.07
Option Year 1: 10/1/22 – 9/30/23	\$73.20
Option Year 2: 10/1/23 – 9/30/24	\$76.13

Container Services for OCC and Mixed Paper Recycling					
	10-yard	20-yard	40-yard		
Container Rental Fee	\$62.50 / mo.	\$62.50 / mo.	\$62.50 / mo.		
	Price Per pull	Price per pull	Price per pull	Price per ton	
Year 1: 10/1/20 – 9/30/21	\$287.00	\$287.00	\$287.00	Mixed Paper** / OCC \$38.00	\$0.00
Year 2: 10/1/21 – 9/30/22	\$296.00	\$296.00	\$296.00	\$38.00	\$0.00
Option Year 1: 10/1/22 – 9/30/23	\$305.00	\$305.00	\$305.00	\$38.00	\$0.00
Option Year 2: 10/1/23 – 9/30/24	\$317.00	\$317.00	\$317.00	\$38.00	\$0.00

*Any loads with excessive contamination may be disposed as solid waste at the rates shown for container services for solid waste as more particularly specified in Contractor’s Bid.

**Includes mixed paper and mixed paper with OCC.

EXHIBIT B: DEFINITIONS

“Bid” means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein and all attachments thereto including the June 26, 2020 cover letter.

“Bid Attachment” means the supplemental information required by the Consortium to be submitted with the Bid Forms.

“Bid Bond” means a bond issued in the name of each individual Consortium Community in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

“Bidder” means a person, partnership, joint venture or corporation submitting a Bid to the Consortium in response to the Invitation to Bid to provide Recycling Processing Services.

“Bid Documents” means the documents prepared and furnished by the District on behalf of the Consortium. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms and all attachments thereto.

“Bid Form” means the forms provided by the Consortium in the Bid Documents on which all Bids must be submitted.

“City” means the Contracting Community.

“Consortium” and **“Consortium Communities”** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

“Consortium Resolutions” means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

“Contract” means the agreement entered into by and between the Successful Contractor and the Contracting Community.

“Contracting Community” means the Consortium Community that enters into an agreement with the Successful Contractor.

“Contractor” means a person, partnership, joint venture or corporation that will provide the Recycling Processing Services.

“District”, “District Offices” and “Solid Waste District” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Invitation to Bid” means the request of the Consortium for Solid Waste Disposal and Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

“Material Recovery Facility or MRF” means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled cans, glass, plastic, paper, cardboard and cartons delivered by the Contracting Communities for shipment to a recycled product manufacturer.

“Notice of Award” means written notification that a Bid has been accepted by a Contracting Community.

“Notice to Proceed” means written notice from a Contracting Community to commence the Recycling Processing Services.

“Performance Bond” means the bond insuring performance of the Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

“Recyclables” and “Recyclable Materials” means residential mixed paper, cardboard, cartons, aluminum, steel and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

“Recycled” and **“Recycling”** as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

“Recycling Processing Services” means all services relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

“Solid Waste” means unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

“Solid Waste Landfill or Landfill(s)” means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the Consortium and delivered to the Solid Waste Transfer Station.

“Successful Contractor” means the Recycling Company selected by the Consortium to provide Recycling Processing Services.

“Term” means the duration of the Contract, including all executed option years, as defined by Article II of this Contract.

EXHIBIT C: WORKERS' COMPENSATION CERTIFICATE

EXHIBIT D: CORPORATION AFFIDAVIT

EXHIBIT E: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution for the agreement



CITY OF UNIVERSITY HEIGHTS
SERVICE DEPARTMENT
MEMORANDUM

To: City Council
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: September 1, 2020

Re: Authorization to bid the 2020-1 City Wide Fall Tree Planting Contract

As part of the City of University Heights annual tree planting of trees on public property, I am requesting authorization to advertise and bid 2020-1 City Wide Fall Tree Planting Program. This year's program concentrates in zone 2 where last year's tree pruning & removal contract was performed.

Attached please find a list of intended locations.

The estimated cost to plant approximately 120 trees is \$45,000 and should be completed by December 2020.

Funds for this project are available in the Tree Improvement Fund 205-4407-55240.

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

Cc: Dennis Kennedy, Finance Director



CITY OF UNIVERSITY HEIGHTS
2020-1 CITY WIDE FALL TREE PLANTING

2020-1 City Wide Fall Tree Planting Project - BID

Item No.	ADDRESS	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
1	4327 Silsby Rd at Baintree Rd	F	3	Acer Franksred- Red Sunset Maple		
2	4327 Silsby Rd at Baintree Rd	F	5	Acer Franksred- Red Sunset Maple		
3	4358 Baintree	F	1	Acer Franksred- Red Sunset Maple		
4	4406 Baintree	F	1	Acer Franksred- Red Sunset Maple		
5	4422 Baintree	F	1	Acer Franksred- Red Sunset Maple		
6	4458 Baintree	F	1	Acer Franksred- Red Sunset Maple		
7	4355 Baintree	F	1	Acer Franksred- Red Sunset Maple		
8	4314 Groveland	F	1	Princeton American Elm		
9	4294 Groveland	F	1	Quercus rubra- Northern Red Oak		
10	4366 Groveland	F	1	Acer Franksred- Red Sunset Maple		
11	4390 Groveland	F	1	Quercus rubra- Northern Red Oak		
12	4430 Groveland	F	1	Princeton American Elm		
13	4446 Groveland	F	1	Pin Oak		
14	4450 Groveland	F	1	Princeton American Elm		
15	4474 Groveland	F	1	Pin Oak		
16	4507 Groveland at S. Green	F	2	Quercus rubra- Northern Red Oak		
17	4445 Groveland	F	1	Pin Oak		
18	4433 Groveland	F	1	Princeton American Elm		
19	4429 Groveland	F	1	Quercus rubra- Northern Red Oak		
20	4349 Groveland	F	1	Princeton American Elm		



CITY OF UNIVERSITY HEIGHTS
2020-1 CITY WIDE FALL TREE PLANTING

2020-1 City Wide Fall Tree Planting Project - BID

Item No.	ADDRESS	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
21	4333 Groveland	F	1	Pin Oak		
22	4325 Groveland	F	1	Quercus rubra- Northern Red Oak		
23	4321 Groveland	F	1	Princeton American Elm		
24	4310 Churchill	F	3	Pin Oak		
25	4352 Churchill	F	1	Quercus rubra- Northern Red Oak		
26	4364 Churchill	F	2	Princeton American Elm		
27	4512 Churchill on S. Green	S	5	Quercus rubra- Northern Red Oak		
28	2245 S. Green on Campus	S	1	Pin Oak		
29	2245 S. Green on Campus	S	3	Pin Oak		
30	2209 S. Green	F	1	Pin Oak		
31	14474 Summerfield	F	1	Quercus rubra- Northern Red Oak		
32	2440 S. Green	F	1	Gleditsia tricanthos 'Draves'- Streetkeeper Honey Locust		
33	14469 Summerfield	F	1	Pin Oak		
34	14465 Summerfield	F	1	Quercus rubra- Northern Red Oak		
35	14443 Summerfield	F	1	Pin Oak		
36	4290 Silsby	F	1	Quercus rubra- Northern Red Oak		
37	4308 Silsby	F	1	Quercus rubra- Northern Red Oak		
38	4314 Silsby	F	1	Quercus rubra- Northern Red Oak		
39	4330 Silsby	F	1	Quercus rubra- Northern Red Oak		
40	4362 Silsby	F	1	Quercus rubra- Northern Red Oak		



CITY OF UNIVERSITY HEIGHTS
2020-1 CITY WIDE FALL TREE PLANTING

2020-1 City Wide Fall Tree Planting Project - BID

Item No.	ADDRESS	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
41	4470 Silsby	F	1	Quercus rubra- Northern Red Oak		
42	4494 Silsby	F	1	Quercus rubra- Northern Red Oak		
43	2228 S. Green on Silsby	S	1	Quercus rubra- Northern Red Oak		
44	2228 S. Green on Silsby	S	2	Quercus rubra- Northern Red Oak		
45	4493 Silsby	F	1	Quercus rubra- Northern Red Oak		
46	4473 Silsby	F	1	Quercus rubra- Northern Red Oak		
47	4469 Silsby	F	1	Quercus rubra- Northern Red Oak		
48	4327 Silsby at Baintree	F	2	Quercus rubra- Northern Red Oak		
49	4327 Silsby at Baintree	F	4	Quercus rubra- Northern Red Oak		
50	2391 Loyola	F	1	Acer miyabei - State Street Maple		
51	2371 Loyola	F	1	Acer miyabei - State Street Maple		
52	14149 Washington at Lalemant	F	4	Acer miyabei - State Street Maple		
53	4450 University Pkwy.	F	1	Quercus rubra- Northern Red Oak		
54	4521 University Pkwy. at S. Green	F	4	Quercus rubra- Northern Red Oak		
55	4481 University Pkwy.	F	2	Quercus rubra- Northern Red Oak		
56	Opposite 14269 Washington	S	6	Quercus rubra- Northern Red Oak		
57	14330 Washington	F	1	Quercus rubra- Northern Red Oak		
58	14476 E. Carroll	F	1	Quercus rubra- Northern Red Oak		
59	14482 E. Carroll on Lafayette	S	3	Quercus rubra- Northern Red Oak		
60	14500 E. Carroll	F	1	Quercus rubra- Northern Red Oak		



CITY OF UNIVERSITY HEIGHTS
2020-1 CITY WIDE FALL TREE PLANTING

2020-1 City Wide Fall Tree Planting Project - BID

Item No.	ADDRESS	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
61	14497 E. Carroll	F	1	Quercus rubra- Northern Red Oak		
62	14469 E. Carroll	F	1	Quercus rubra- Northern Red Oak		
63	14455 E. Carroll	F	1	Quercus rubra- Northern Red Oak		
64	14423 E. Carroll on Laurelhurst	S	1	Acer miyabei - State Street Maple		
65	14411 E. Carroll	F	1	Malus- Purple Prince Crabapple		
66	14409 E. Carroll	F	1	Malus- Purple Prince Crabapple		
67	14401 E. Carroll at White	F	2	Acer freemanii- Autumn Blaze Maple		
68	14401 E. Carroll on White	S	3	Acer freemanii- Autumn Blaze Maple		
69	14393 E. Carroll at White	F	3	Acer Franksred- Red Sunset Maple		
70	14393 E. Carroll at White	F	4	Acer Franksred- Red Sunset Maple		
71	14389 E. Carroll	F	1	Malus- Purple Prince Crabapple		
72	14341 Washington on Claver	S	1	Acer Plat.- Crimson King Maple		
73	14301 Washington	F	1	Malus- Purple Prince Crabapple		
74	14285 Washington on Bromley	S	3	Acer freemanii- Autumn Blaze Maple		
75	3714 Washington Blvd.	F	1	Acer miyabei - State Street Maple		
76	4073 Washington Blvd.	F	1	Malus- Purple Prince Crabapple		
77	4073 Washington Blvd.	F	2	Malus- Purple Prince Crabapple		
78	2511 Rubyvale Dr.	F	1			
79	4110 Hadleigh	F	1	Quercus rubra- Northern Red Oak		
80	4136 Hadleigh	F	2	Quercus rubra- Northern Red Oak		



CITY OF UNIVERSITY HEIGHTS
2020-1 CITY WIDE FALL TREE PLANTING

2020-1 City Wide Fall Tree Planting Project - BID

Item No.	ADDRESS	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
81	2644 Kerwick at Hadleigh	F	4	Quercus rubra- Northern Red Oak		
82	4158 Carroll	F	1	Quercus rubra- Northern Red Oak		
83	4158 Carroll	F	2	Quercus rubra- Northern Red Oak		
84	4210 Carroll at Belvoir 2568 Belvoir	F	2	Acer saccharum- Sugar Maple		
85	2303 Miramar Blvd.	F	1	Acer saccharum- Sugar Maple		
86	2323 Miramar Blvd.	F	1	Acer saccharum- Sugar Maple		
87	2304 Lalemant	F	1	Acer miyabei - State Street Maple		
88	2604 Kerwick	F	1	Acer Franksred- Red Sunset Maple		
89	2388 Dysart Rd.	F	1	Acer Franksred- Red Sunset Maple		
90	2199 Barrington Rd.	F	1	Acer Franksred- Red Sunset Maple		
91	3949 Bushnell Rd.	F	1	Acer Franksred- Red Sunset Maple		
92	2247 Brockway Rd.	F	1	Acer Franksred- Red Sunset Maple		
93	2465 Traymore Rd.	F	1	Acer Franksred- Red Sunset Maple		
94	2450 Traymore Rd.	F	1	Acer Franksred- Red Sunset Maple		
95	2236 Fenwick Rd.	F	1	Acer Franksred- Red Sunset Maple		
96	2236 Fenwick Rd.	F	2	Acer Franksred- Red Sunset Maple		
97	2416 Fenwick Rd.	F	1	Acer Franksred- Red Sunset Maple		
98	2444 Fenwick	F	1	Acer Franksred- Red Sunset Maple		
99	2536 Milford Rd.	F	1	Acer Franksred- Red Sunset Maple		
100	2583 Warrensville Center Rd.	F	1	Gleditsia tricanthos 'Draves'- Streetkeeper Honey Locust		



CITY OF UNIVERSITY HEIGHTS
2020-1 CITY WIDE FALL TREE PLANTING

2020-1 City Wide Fall Tree Planting Project - BID

Item No.	ADDRESS	SIDE	SITE	SPECIES	DETAILS & NOTES	BID AMOUNT (\$)
101	2535 Warrensville Center Rd.	F	1	Gleditsia tricanthos 'Draves' - Streetkeeper Honey Locust		
102	2332 Warrensville Center Rd.	F	1	Gleditsia tricanthos 'Draves' - Streetkeeper Honey Locust		
103	3818 Slisby Rd.	F	1	Acer miyabei - State Street Maple		
104	3721 Slisby Rd	S	3	Acer miyabei - State Street Maple		
105	2308 Scholl Rd.	F	1	Acer miyabei - State Street Maple		
106	2332 Scholl Rd.	F	1	Acer miyabei - State Street Maple		
107	2308 Allison Rd.	F	1	Acer miyabei - State Street Maple		
108	2323 Canterbury Rd.	F	1	Acer miyabei - State Street Maple		
109	2324 Canterbury	F	1	Acer miyabei - State Street Maple		
110	2472 Channing Rd.	F	1	Acer miyabei - State Street Maple		
111	3597 Raymont Blvd.	F	1	Syringa reticulata 'Japanese Ivory Silk Lilac'		
112	14462 Cedar Road	S	1	Gleditsia tricanthos 'Draves' - Streetkeeper Honey Locust		
113	14462 Cedar Road	S	2	Gleditsia tricanthos 'Draves' - Streetkeeper Honey Locust		
114	14462 Cedar Road	S	3	Gleditsia tricanthos 'Draves' - Streetkeeper Honey Locust		

CONTRACT TOTAL BID AMOUNT:

Bidder:

Name:

Address:

City:

Phone No.:



CITY OF UNIVERSITY HEIGHTS
SERVICE DEPARTMENT
MEMORANDUM

To: City Council
Mayor Michael Dylan Brennan

From: Jeffrey Pokorny, Service Director

Date: September 1, 2020

Re: Authorization to bid 2020-2 Tree Pruning and Removal Contract

As part of the City of University Heights ongoing program for tree trimming, preservation or removal of trees on public property, I am requesting authorization to advertise and bid 2020-2 Tree Pruning and Removal Contract.

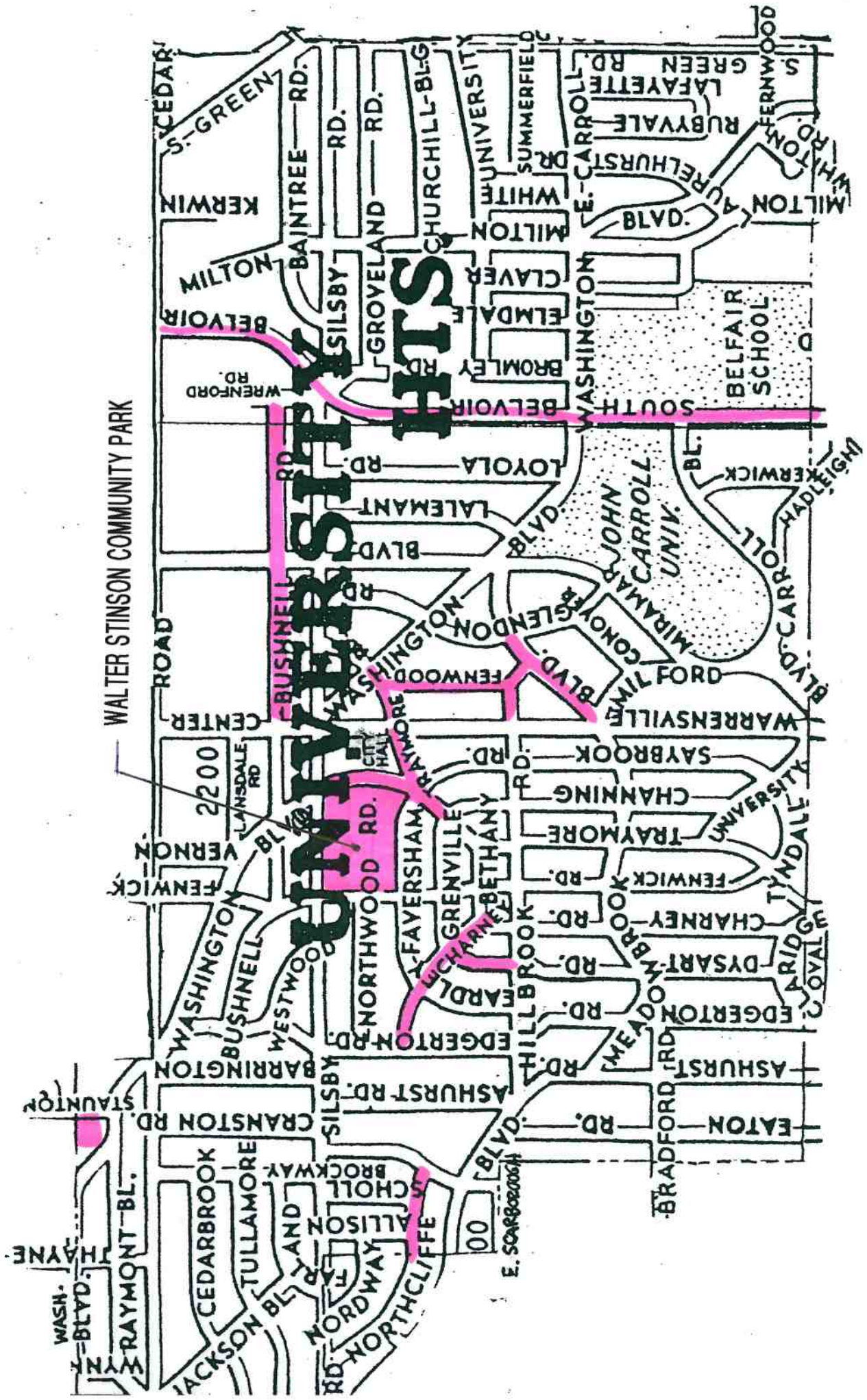
This program will be performed over the winter months and will focus on streets where trees have not been pruned in the past 7 years. Attached please find a map of the streets to be done this year. The contract will include approximately 600 trees.

The estimated cost of this Tree Pruning and Removal Project is \$100,000. Funds for this project are available in the Tree Improvement Fund 205-4407-55240.

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

Cc: Dennis Kennedy, Finance Director

2020-2 FALL TREE PRUNING & REMOVAL CONTRACT





UNIVERSITY HEIGHTS FIRE DEPARTMENT

Chief Robert D. Perko III
3980 Silsby Road
University Heights, OH 44118

Phone: 216.321.1939
Fax: 216.932.8584

Memoranda

TO: MICHAEL DYLAN BRENNAN, MAYOR/SAFETY DIRECTOR
CITY COUNCIL
FROM: CHIEF PERKO
SUBJECT: MOTION TO ACCEPT RADIOLOGICAL INSTRUMENTATION
DATE: SEPTEMBER 1, 2020
CC: KELLY THOMAS, CLERK OF COUNCIL

The Ohio Emergency Management Agency (OEMA) manages a Radiological Instrumentation, Maintenance and Calibration Lab's (RIMC) program. Through this program they support the needs of public safety in local communities.

This program has consisted of the provision and regular calibration of the civil defense era radiation detection meters and pocket dosimeters retained by our fire department. Due to the age of these meters, OEMA was ultimately unable to replace the calibration equipment, which had reached the end of its useful life.

Leveraging grants, OEMA purchased Ludlum 26-3 High Range Friskers to replace the civil defense era equipment. Due to the cost of the equipment (\$1,000.00 per unit), OEMA was only able to purchase a limited amount. Therefore, one (1) Ludlum 26-3 High Range Frisker was allocated to our fire department. Each Ludlum also comes with 5 pocket dosimeters.

At this time, the County has now received the new equipment and requested that each fire department sign the provided MOU (attached). This MOU was reviewed by the Mayor and Law Director with no further recommendations. Upon submittal of the MOU, the fire department will be able to retrieve the radiological instrumentation from the County.

Further, this new equipment will need to be calibrated annually. Calibration will be performed at no cost by OEMA. As with the civil defense era equipment, the Cuyahoga County Office of Emergency Management will coordinate the collection of this equipment when calibration is due.

Therefore, I am respectfully requesting a motion be made for the acceptance and calibration of the Ludlum 26-3 High Range Frisker and five (5) pocket dosimeters equipment provided by Cuyahoga County, Ohio, through the Ohio Department of Public Safety, Ohio Emergency Management Agency.

Thank you.

MEMORANDUM OF UNDERSTANDING
Concerning the Acceptance and Calibration of Equipment
Provided by Cuyahoga County, Ohio, through the Ohio Department of Public Safety,
Ohio Emergency Management Agency
And
University Heights, Ohio

1. **PARTIES.** This Memorandum of Understanding (“MOU”), is made and entered into between Cuyahoga County, Ohio (“County”) and University Heights, Ohio (“Participant”) collectively referred to as “the Parties”.
2. **PURPOSE.** The purpose of this MOU is to permanently transfer ownership of 1 Ludlum 26-3, CDV-750 charger and Direct Reading Dosimeters (“Equipment”) to Participant, and to set forth the terms and conditions associated with acceptance and calibration of such equipment to participate in the Annual Program (herein “the AP”).
3. The Parties agree as follows:
 - A. Upon execution of this MOU the County will transfer Equipment to Participant per a predetermined schedule set by The County.
 - B. Upon receipt of the Equipment, Participant will assume title and ownership of such Equipment and will be solely responsible for the storage, maintenance, insurance, use, repair, and replacement if applicable, of such Equipment until transferred to a participating agency in Cuyahoga County, Ohio (“Participating Agency”). In addition, the Equipment shall be maintained on Participant’s inventory through its useful life and disposed of in accordance with the jurisdiction’s procedures. It is Participant’s responsibility to notify The County when the Equipment has been lost, stolen, destroyed or disposed of. Suspected stolen Equipment shall be reported to and investigated by the appropriate law enforcement agency in your jurisdiction. When the County transfers Equipment to a Participating Agency, the Participating Agency assumes all rights and responsibilities under this MOU.
 - C. If Participant has received Equipment purchased pursuant to the Federal Fiscal Year 2015 Emergency Management Performance Grant Program (“EMPG”), (Federal Pass Thru No. EMW-2016-SS-00104-S01, CFDA No. 97.067), Participant shall be responsible for compliance with the FY 2015 Emergency Management Performance Grant guidance, incorporated by reference, in addition to the responsibilities set forth in this MOU. Local Program Guidance is subject to change by the Ohio Department of Public Safety, Ohio Emergency management Agency (“Ohio EMA”).
 - D. The County shall arrange for the Equipment to be transported to and from the County and Ohio EMA shall calibrate all equipment at no cost to Participant. However, Ohio EMA may suspend RIMC calibration operations in the event RIMC personnel are actively engaged in a nuclear power plant response and are unable to staff the RIMC. Ohio EMA will provide notice to Participant when the RIMC returns to normal operations and begins calibration operations. Ohio EMA may also suspend

RIMC calibration in order to meet operational needs and will provide notice to Participant.

- E. Each Party to this MOU shall be responsible for its own acts, omissions, and those of its officers, employees and agents. No Party to this MOU shall be responsible for the acts or omissions of entities not a Party to this MOU. Neither Party to this MOU agrees to release, hold harmless, or indemnify the other Party from liability that may arise or relate to this MOU. However, the County shall not be liable for any loss or damage to the Equipment once such equipment is transferred to and received by Participant.

4. CHOICE OF LAW. This MOU is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio.

5. MODIFICATION. This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing.

6. EFFECTIVE DATE. The terms of this MOU shall become effective upon the signing of the Parties.

7. CONTACT INFORMATION:

PARTICIPANT

CUYAHOGA COUNTY, OHIO

Name:
Title:
Address:

Phone:

Name: Mark Christie
Title: County Emergency Manager
Address: 2079 E. 9th Street
Cleveland, Ohio 44115
Phone: 216-299-1795

8. TERMINATION. This MOU may be terminated by either party by providing 30 days written notice to the contact person listed in this MOU.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed, as of the day and year last written below.

CUYAHOGA COUNTY, OHIO

BY: _____
Alex Pellom
Director of Public Safety and Justice Services

AND

University Heights, Ohio


By: _____

Name: Robert D. Perko III

Title: Fire Chief

Date: 8/28/2020

The legal form and correctness
Of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio
Director of Law

By: 
Jonathan Stone McGory
Assistant Director of Law